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**DE POLLICITATIONIBUS.  
ON THE NATURE OF UNILATERAL PUBLIC  
PROMISES IN ROMAN LAW**

**DE POLLICITATIONIBUS.  
O NATURZE JEDNOSTRONNYCH  
PRZYRZECZEŃ PUBLICZNYCH W PRAWIE  
RZYMSKIM**

**ABSTRACT**

The subject of the study is the Roman institution of *pollicitatio*, which is currently unknown. At most, it can be compared to a modern public promise. The institution of *pollicitatio* appeared in the municipal law and it was a public promise to build a public facility or organize a public event. Such a promise was most often made in connection with running for public office in order to gain the favor of voters. Roman lawyers were already wondering about the nature of this institution and the legal consequences it gave rise to. The institution of *pollicitatio* was a great support for city budgets, which at that time had full independence from central finance. The work collects and thoroughly analyzes the most important sources concerning

the institution of *pollicitatio*. The aim of the conducted research is to analyze the political and economic context of the functioning of this *sui generi* public law institution. As a research hypothesis, a thesis was put forward, according to which the municipalities of ancient Rome found a way to implement a solution in order to find finances for the implementation of public utility goals. The final conclusions stated that the nature of this institution should be clarified by referring it to institutions similar at that time, namely to *promissio*, *donatio*, *votum* or *legatum*. From the analysis of the sources of Roman law and the comparison of *pollicitatio* to other similar institutions existing at that time, it can be concluded that it was a unilateral promise to build a public facility or organize a public event by a private person, most often in connection with running for public office.

## STRESZCZENIE

Przedmiotem opracowania jest rzymska instytucja *pollicitatio*, która współcześnie nie jest znana. Można ją przyrównać do współczesnego przyrzeczenia publicznego. Instytucja *pollicitatio* występowała w prawie municypalnym i była to publiczna obietnica wybudowania jakiegoś obiektu użyteczności publicznej lub też zorganizowania wydarzenia publicznego. Obietnica tak była składana najczęściej w związku z ubieganiem się o urząd publiczny w celu zyskania przychylności wyborców. Już prawnicy rzymscy zastanawiali się nad naturą tej instytucji oraz nad skutkami prawnymi jakie rodziła. Instytucja *pollicitatio* była dużym wsparciem dla budżetów miejskich, które w tamtym czasie posiadały pełną niezależność od finansów centralnych. W pracy zostały zebrane i dogłębnie przeanalizowane najważniejsze źródła dotyczące instytucji *pollicitatio*. Celem prowadzonych badań jest analiza kontekstu politycznego i gospodarczego funkcjonowania tej *sui generi* instytucji prawa publicznego. Jako hipoteza badawcza zostało postawione twierdzenie, według którego municypia starożytnego Rzymu znajdowały sposób na realizację rozwiązania w celu znalezienia finansów na realizację celów użyteczności publicznej. We wnioskach końcowych stwierdzono, że dookreślenie natury tej instytucji winno dokonać się poprzez odniesienie jej do instytucji wówczas podobnych, a mianowicie do *promissio*, *donatio*, *votum* czy *legatum*. Z analizy źródeł prawa rzymskiego oraz porównania *pollicitatio* do innych podobnych wówczas istniejących instytucji można stwierdzić, że była to jednostronna obietnica wybudowania obiektu publicznego lub zorganizowanie eventu publicznego przez osobę prywatną najczęściej w związku z ubieganiem się o urząd publiczny.

**KEYWORDS:** *pollicitatio, public promise, municipal finance, Roman law, municipal investments*

**SŁOWA KLUCZOWE:** *pollicitatio, przyrzeczenie publiczne, finanse municypiów, prawo rzymskie, inwestycje miejskie*

## INTRODUCTION

“Pollicitatio” is a term which can be translated into Polish as a unilateral promise made by a resident of the commune, the subject of which is a promise to make a significant profit for the commune. The term “pollicitatio” consists of two parts. The first is the prefix “por” derived from “per”. The second part comes from the verb “liceor” which means “to offer a price”<sup>1</sup>. When both words are combined into one, it means the act of making a prior promise to someone to perform a specific action.

This institution is undoubtedly interesting because of its development, starting from the republican period and ending with Justinian law. “Pollicitatio” in the analogous form which was known in Roman law does not occur in the Polish legal system, nor in other modern legal systems. Nevertheless, to some extent, “pollicitatio” can be compared to the currently existing public promise institution in Polish civil law.

According to the article 919-921 of the Civil Code (Jezioro, 2015, p. 21-33; Mularski, 2008, p. 47-73), a public promise is a unilateral declaration of will, the subject of which is the payment of an award in connection with the event specified in the content of the promise. However, the civilist concept of promise cannot be identified with “pollicitatio”. A public promise in the field of civil law gives rise to an obligation, and consequently also to responsibility. On the other hand, “pollicitatio” was rather a promise to make a contribution to the municipium, which did not give rise to an obligation under civil law. Anyway, the nature of this institution will be discussed later in the article (Carro, 2012, pp. 23 segg.; Sáry, p. 107).

Anticipating further solutions over the nature of *pollicitatio*, it can be said that it was a form of a unilateral public promise made under the influence of impulse and emotion. It was an expression of charity and generosity (Cancelli, 1968, p. 267). However, impulse is not a necessary element of the *pollicitatio*

declaration. As we will see later, unilateral public promise could be and most often was related to the implementation of another intention, namely running for some public office. The public promise in this case was not made impulsively, nor was it an expression of pure charity, but rather it was a manifestation of an interested and political action aimed at creating in the minds of voters or decision-makers a positive image of a candidate for office, and thus persuading them to vote or designation of a particular candidate for office.

### **„POLLICITATIO” CONTEMPORARY REASONS FOR BEING INTERESTED IN THE “POLLICITATIO” INSTITUTION**

Warto zauważyć, że instytucja „pollicitatio” może wzbudzać również współczesne zainteresowanie, a to z tego względu, że termin ten od czasów antycznych występował w słynnym do dzisiaj przysłowiu w dwóch sformułowaniach leksykalnych. Pierwsze z nich to *polliceri montes auri* (Ter. Phorm. 68) czyli obiecać złote góry. Druga forma tego samego przysłowia w innym sformułowaniu leksykalnym to *maria montisque polliceri* (Sali., Cat. 23.3). Oba łacińskie sformułowania tego samego przysłowia mogą stanowić w gruncie rzeczy podstawę do współczesnej refleksji interpretacyjnej nad okolicznościami składania takich obietnic, między innymi przez polityków, dalej nad skutkami prawnymi takich obietnic oraz nad możliwością egzekucji ich na drodze sądowej zmierzającej do przymuszenia składającego obietnicę do jej wypełnienia.

It is worth noting that the institution of “pollicitatio” may also arouse contemporary interest, due to the fact that the term has been present in the famous proverb in two lexical formulations since ancient times. The first one is *polliceri montes auri* (Ter. Phorm. 68) – it means: to promise mountains of gold. The second form of the same proverb in a different lexical formulation is *maria montisque polliceri* (Sali., Cat. 23.3). Both Latin formulations of the same proverb may in fact be the basis for contemporary interpretative reflection on the circumstances of making such promises, including by politicians, and further on the legal effects of such promises and the possibility of their execution in court, aimed at forcing the promise maker to fulfill it.

Instytucja „pollicitatio” była związana z systemem finansowania inwestycji oraz wydarzeń publicznych w municypaliach. Współcześnie gmin pozyskują środki w tym zakresie bezpośrednio z systemem finansów publicznych państwa. To w ustawach określone są rodzaje i wielkość dotacji celowych oraz rodzaje podatków jakie gmina może pobierać od swoich mieszkańców. W antycznym Rzymie, okresu pryncypatu czy dominatu, municypalia z punktu widzenia finansowego były autonomiczne, a więc były niezależne od finansów państwa. Nie mogły oczekiwać wsparcia ze strony cesarza. Raczej było odwrotnie, to na municypaliach ciążył obowiązek wpłacania do fiskusa określonych podatków corocznie. Gminy mogły liczyć na dotację cesarską tylko w razie jakiegoś kataklizmu, np. trzęsienia ziemi czy wojny. W celu odbudowy miasta władze mogły wysłać do cesarza poselstwo z prośbą o dotację na ten cel.

The institution of “pollicitatio” was associated with the system of financing investments and public events in municipalities. Nowadays, municipalities obtain funds in this area directly from the state’s public finance system. It is the Acts that determine the types and amounts of earmarked subsidies and the types of taxes which the commune may collect from its inhabitants (Banaszewska, 2022). In ancient Rome, in the period of the principate or dominate, the municipia were financially autonomous, so they were independent of the finances of the state. They could not expect support from the emperor. Rather, it was the other way around, it was the municipalities which were obliged to pay certain taxes to the treasury every year. Communities could count on the imperial subsidy only in the event of some cataclysm, for example an earthquake or war. In order to rebuild the city, the authorities could send a message to the emperor asking for a subsidy for this purpose (Camodeca, 1999, p. 1-23).

Hence, one of the sources of financing the construction of public facilities were citizens’ donations to the municipalities. This is what public promises, or “pollicitationes”, were for.

## LITERATURE ANALYSIS

A historical analysis of the literature on “pollicitatio” shows that this institution has been the subject of wider research interest since the 18th century. Among the eighteenth-century works, the study of the Dutch jurist Balthazar de Leeuw, *Disputatio Iuridica Inauguralis De Iure Votorum: Ad L. II. D. de Pollicitationibus. Megen* (1736) should be mentioned. It was a work in the field of canon law, hence the primary goal of the doctorate was to explain the religious meaning of the term “votum” in connection with the Roman institution of “pollicitatio”. In turn, from the 19th-century studies, the work of Gustav Heinrich Rudolf Behr, *De pollicitatione reipublicae facta* (1841), a professor at the University of Leipzig, should be brought up here.

From the 20th-century studies of the “pollicitatio” institution, especially textbooks, the textbooks of the following authors should be mentioned, for example: E. Albertario (Alberatrio, 1936, p. 54), V. Arangio-Ruiz (Arangio-Ruiz, 1947, p. 357-358), M. Kaser (Kaser, 1971, p. 604) and others (Voltera, 1961, p. 547; Biondi, 1956, p. 521; Bonfante, 1951, p. 402, 459). There are also, thematic studies include articles or subchapters in multi-author monographs, which include for example: articles by J. Roussier (Roussier, 1953, p. 31-58), J. Iglesias-Redondo (Iglesias-Redondo, 1994, p. 495-503), M. Talamanca (Talamanca, 1995-1996, p. 571).

In the literature on “pollicitatio” there are two other original studies whose authors based their research on the analysis of inscriptions. The older of these works is a 1971 pamphlet by P. Garnsey (Garnsey, 1971, pp. 116-128), who analyzed inscriptions from Roman cities in North Africa (Garnsey, 1971, pp. 116-128). The second study from 1989, by N. Hayashi (Hayashi, 1989, p. 383-398), concerns the oldest inscriptions concerning the public promise (Hayashi, 1989, p. 383-398).

The institution of “pollicitatio” was also the subject of studies in the form of entries in some encyclopedias. And so are the following items by F. Cancelli, s.v. *Pollicitatio*, [in:] *Novissimo Digesto Italiano, Editrice Torinese*, vol. XIII, Torino 1968, pp. 265-266; A. Berger, *Encyclopedic Dictionary of Roman Law*, Philadelphia 1953, p. 634 and F. Sitizia, s.v. *Promessa unilaterale*, [in:] *Encyclopedia del Diritto*. Volume XXXVII. Milano 1988, pp. 22-23. However,

the mentioned entry is missing in such encyclopedias as: Dictionnaire des Antiquites Grecques et Romaines, Paulys Realencyclopädie der Classischen Altertumswissenschaft and consistently in Der Klaine Pauly. Unfortunately, this entry is also missing in volume I of the Great Encyclopedia of Law in Poland.

The most recent monographic studies of the institution of “*pollicitatio*” were made in 1996 by Javier San Juan Sanz, a Spanish Romanist at the Carlos III University of Madrid (Sanz, 1996, p. 25 segg), and in 2005 by Paolo Lepore, an Italian Romanist at the University of Insubria (Lepore, 2012).

## SOURCE ANALYSIS

Already Albertus Hermann wrote in 1857 that the term “*pollicitatio*” appears in many sources of Roman law, but in a dispersed manner (Hermann, 1857, p. 10). All cases of mentioning this term can be grouped around the following thematic criteria: *pollicitatio reipublicae vel civitati vel piae causae facta*, *pollicitatio dotis*, *pollicitatio Dei facta*. Sources included in the first thematic criterion are important for the subject of this study.

It should also be noted that one chapter in the Digest was devoted the institution of *pollicitatio*, in book 50, in which there is the title 12 *De pollicitationibus*. Its collocation was not accidental, namely the title is placed among the legal problems related to municipalities. However, we do not find an analogous title in neither the Justinian Codex nor the Theodosian Codex.

Other texts that use the term “*pollicitatio*” are scattered throughout the Justinian and Theodosian Codexes. The concept is rarely found in the institutions of Gaius or Justinian. The term “*pollicitatio*” in the sense of a public promise also occurs in literary texts, which, however, will not be analyzed.

The term “*pollicitatio*” is also found in inscriptions, an example of which is e.g. cap. 134 *lex coloniae Genetivae Juliae: quo cui pecunia publica aliutve quid honoris habendi causa munerisve dandi pollicendi prove statue danda ponenda detur donetur....*. It is difficult to explain this passage. However, it can be assumed that it was about the prohibition of making a public promise by duuovirs to spend public funds on erecting a pedestal if a decree of the decurions had not been issued in this matter. However, this fragment

can be interpreted as a ban on decurions accepting a public promise made by a citizen of the municipium in exchange for entrusting them with some public office (Sitek, 2008, p. 86).

## NATURE OF “POLLICITATIO”

The institution of “pollicitatio” was similar to the institution of a promise under civil law (*promissio*), under religious law of making a promise to the gods (*votum*), and under civil law of making a promise to make a donation (*donation*). The element that connects all these concepts is that they are designations of making a promise or pledge in public form. However, many elements distinguish these institutions from each other. The basic difference results from the fact that these institutions are governed by separate provisions of religious, civil or succession law. “Pollicitatio” was regulated mainly by the provisions of public law.

Let us first consider the similarities and differences between the term “pollicitatio” and the terms “promittere”, “promissio” or “promissum”. A comparison of the meaning of both terms, which are “pollicitatio” and “promissio” was conducted by a Roman grammarian and teacher of rhetoric from the fourth century Aelius Donatus<sup>II</sup> (Demetriou, 2014, p. 782-799), in his commentary on Terence’s tragedy (ad Ter. Andr. 401), wrote: *Promissio et pollicitutio eandem vim habent: sed pollicitatio majoris asseverationis est*. Two points arise from this comparison. The first is that both concepts have an external impact. However, this force of influence is greater in the case of “pollicitatio.” So, what is this greater force?

According to Aelius Donatus, “promissio” is the designation of a spontaneous action, a statement triggered by momentary emotions or feelings. “Pollicitatio” is the designation of a decision that requires greater prudence or consideration of the statement on the part of the party taking such an oath. However, what distinguishes the two concepts the most is the subject to whom the promise is addressed. In the case of “promissio”, the addressee of the promise made is essentially a specific person, hence the term is used in texts and relationships in the field of private law. The legal effect of such a promise acquires legal significance only when the promise



is accepted by the addressee. Otherwise, it has no legal consequences. As J. Roussier rightly states, “promissio” means a promise to take some action in the future – *verba de future* (Roussier, 1949, p. 299).

It should be noted, however, that there are sources in which the terms “promissio” and “pollicitatio” become synonymous<sup>III</sup>.

D. 21.1.19.2. (Ulp. l. 1 ad ed. Aedil. Curulium): *Dictum a promisso sic discernitur: dictum accipimus, quod verbo tenus pronuntiatum est nudoque sermone finitur: promissum autem potest referri et ad nudam promissionem sive pollicitationem vel ad sponsum.*

(A declaration differs from a promise as follows. By “declaration” we mean what is contained in the ordinary sense of spoken words and the content of which is contained in normal utterance. “Promise” can refer to both an informal and separately unchallengeable assurance attached to a contract, as well as and to an informal binding unilateral promise or to a formal stipulation promise.) (trans. T. Palmirski)

However, returning to Terence’s text, it should be stated that the term “pollicitatio” refers to the collective addressee – *res publica*. The same Aelius Donatus wrote: *pollicitatio multarum rerum promissio est* (ad Ter. Andr. 527)<sup>IV</sup>. The analysis of the texts shows that the public promise, it is *pollicitatio*, did not have to be accepted by the addressee, which means by any municipal authority. The legal effects of the submitted declaration will arise only in certain factual situations, which have been largely defined in book 50, title 12 of the Digest: *De pollicitationibus*.

The term “pollicitatio” should also be distinguished from another term of similar meaning, which is “votum”. According to the Dutch jurist Balthazar de Leeuw from the 17th century, the term “votum” meant the act of unilaterally making a promise to a god or gods to make a sacrifice or to build a temple or chapel. The similarity of this term with the term “pollicitatio” is justified by the fact that in both cases making such a promise is made before a social group. The difference is that in the case of “pollicitatio” the addressee was *respublica*, in the case of “votum” it was a deity.

The concept of “pollicitatio” belongs to the order of secular law, especially public law, in the second case – “votum”, making a promise or oath belongs to the sphere of social life regulated by religious law. *Vota publica* and *vota private*

should also be distinguished. Literary sources contain numerous examples of making public promises or vows. Those submitting them always did so before somebody. It could be a priest, or a consul, or an emperor (Balthazar de Leeuw, 1736, p. 13). In the fragment of Svet. In Tiber. 54, Tiberius, in the presence of the Roman Senate, made sacrifices to the gods for the health of his grandchildren. On the other hand, in Plin. Paneg. 94, there is about making a promise to raise thanksgiving prayers for Trajan's reign. The submission of the *vota publica* took place in Rome, most often at a seance session, but this practice also took place in the provinces. (Dębiński, 2017, p. 35; Turlan, 1922, pp. 504-536).

The public promise “*pollicitatio*” in the text of Papirius Iustus was used interchangeably with the term “*donatio*”, which means donation.

D. 50.12.13.1 (Papirius l. 2. de constit): *Item rescripserunt condiciones donationibus adpositas, quae in rem publice fiunt, ita demum ratas esse, si utilitatis publicae interest: quod si damnosae sint, observari non debere. Et ideo non observandum, quod defunctus certa summa legata vetuit vectigal exerceri. Esse enim tolerabilia, quae vetus consuetudo comprobant.*

*(They (Marcus Aurelius and Lucius Verus) also decreed in a rescript that the conditions attached to the donations made to the municipal community were valid only if they were in the public interest. If they were harmful, they were to be disregarded. And this is why it should be disregarded when the deceased, having left a definite sum, forbade the prosecution of the tax on the property left to the heirs. Because this is appropriate, what the old custom considers to be right.)* (trans. T. Palmirski)

This fragment contains the disposition of the emperors Marcus Aurelius and Lucius Verus regarding the condition added by the person to the promise to be fulfilled. Hence, we are no longer talking about a public promise of “*pollicitatio*” but about a donation (*donatio*). The imperial decision assumed that the fulfillment of the condition depended on whether it was in the public interest – *utilitatis publicae interest*. Therefore, if they are contrary to this interest, they should be omitted – *observari non debere*. At the same time, Papirius added an example explaining such a condition. Namely, a condition that would not be in the public interest would be that a person who made a public promise before his death made a legacy in his will for the benefit

of the municipium. The condition for the fulfillment of this provision would be the exemption of the heirs from the payment of tax on the inheritance estate received (Archi, 1981, p. 1325).

In order to specify the similarity and difference between the *donatio* or the legate for the city and the *pollicitatio*, another text by Palus can be used.

D. 30.122 pr. (Paul. l. 3 regul.): *Civitatibus legari potest etiam quod ad honorem ornatumque civitatis pertinet: ad ornatum puta quod ad instruendum forum theatrum stadium legatum fuerit: ad honorem puta quod ad munus edendum venationemve ludos scenicos ludos circenses relictum fuerit aut quod ad divisionem singulorum civium vel epulum relictum fuerit. Hoc amplius quod in alimenta infirmæ aetatis, puta senioribus vel pueris puellisque, relictum fuerit ad honorem civitatis pertinere respondetur.*

(Something may be bequeathed to a municipality for its dignity or adornment. An adornment, it means those things which are given for the organization of games, animal fights, stage performances, horse-drawn carriage races, or those which are intended for distribution to individual residents or for public feasts Moreover, what is given as a livelihood for those who are frail by age, such as the elderly or boys and girls, is considered a legacy for the dignity of the municipality.) (trans. T. Palmirski)

At the beginning of the above fragment, Paulus repeats the legally admissible principle that a bequest for the benefit of a city can be concluded in a will in order to honor or decorate it. It was analogous in the case of “*pollicitatione*,” which could also be done *ad honorem ornatumque civitatis* (D. 50.12.3). Both the bequest and the “*pollicitatio*” for *re publica* were made voluntarily (D. 39.5.19. pr.). The difference between these institutions, or in other words the specificity of “*pollicitatio*,” was that a public promise was a unilateral declaration of will made before an authorized body, either orally or in writing. Only exceptionally, in circumstances indicated by law, mainly by constitutions, making a promise in public could bind the person making it.

The organs, most often a commission, composed of several decurions before whom the *pollicitatio* was submitted, accepted nothing, at most they could thank for promising to make a generous gift to the municipium.

Such a conclusion as to the nature and function of *pollicitatio* also follows from the analysis of inscriptions (Archi, 1981, p. 1335). Thus, in the case of *pollicitatio* it was different than in the case of a donation, which had to be accepted by the recipient. In the case of a legacy that was not implemented, the body representing *res publica* had a claim against the heirs for the due part.

It is worth noting, however, that a slightly different view as to the nature of *pollicitatio* was represented by G.G. Archi, who claimed that the consent of the public authority was tacit. The binding nature of *pollicitatio* would result from the phrases *coeperit solvere* (Ulp. D. 50.12.6.1) and *solvere eam coepit* (Paul. D. 50.4.16.1). Accepting the thesis of G.G. Archie, it could be said that *pollicitatio*, which is a public promise, nevertheless gave rise to an obligation in the civil sense. In my opinion, however, this is not necessarily the way the phrases quoted above should be interpreted. The phrase “remains bound” referring to a person making a public promise should rather be interpreted as an expression of the city authorities’ concern for order or spatial order in the municipium. They could not allow a private person to start a public investment and not complete it. Only the commencement of the investment gave rise to the obligation to complete it, but for aesthetic reasons.

In Caracal’s rescript, it is not without reason that he compares the commenced payment of the promised *pecunia* resources, and then failure to fulfill this promise to the initiation of the causal construction of some *opus* – object and then, in the same way, abandonment it.

## FINAL CONCLUSIONS

*Pollicitatio* was an extremely interesting and useful institution for the functioning of the municipia in ancient Rome. Through public promises, citizens could meet the city's needs for the construction of new infrastructure facilities, especially thermal baths, exercise buildings or aqueducts. The analysis of the sources and views of the doctrine shows that there was already a discussion among Roman jurists (*prudentes*) about the nature of this institution. The nature of this institution should be clarified by referring it to institutions similar at that time, namely to *promissio*, *donatio*, *votum* or *legatum*. From the analysis of the sources of Roman law and the comparison of *pollicitatio* to other similar institutions existing at that time, it can be concluded that it was a unilateral promise to build a public facility or organize a public event by a private person, most often in connection with running for public office. This act did not give rise to any obligation under civil law. However, there was an obligation to complete the started investment for reasons of the spatial order of the city. The institution of *pollicitatio* was a form of supplementing the finances of the municipalities, which did not receive "any subsidies" from central finance.

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## ENDNOTES

- [<sup>I</sup>] Pliny uses the term “liceor” to report the price for a female slave at a public auction of slaves in a market *Pault. Merc. 439: De. Ibidem mihi / etiam nunc adnutat addam sex minas. CH. Septem mihi. DE. Numquam edepol me vincet hodie. CH. Commodis poscit, pater. DE. Nequiquam poscit: ego habeo. CH. At illic pollicitust prior.*
- [<sup>II</sup>] Aelius Donatus (310-380) was, among others teacher of St. Jerome. He left behind many works, including *Commentary on Terence*.
- [<sup>III</sup>] *D. 21.1.19.2. (Ulp. l. 1 ad ed. Aedil. Curulium): Dictum a promisso sic discernitur: dictum accipimus, quod verbo tenus pronuntiatum est nudoque sermone finitur: promissum autem potest referri et ad nudam promissionem sive pollicitationem vel ad sponsum. Secundum quod incipiet is, qui de huiusmodi causa stipulanti sponndit, et ex stipulatu posse conveniri et redhibitoriis actionibus: non novum, nam et qui ex empto potest conveniri, idem etiam redhibitoriis actionibus conveniri potest.*
- [<sup>IV</sup>] Texts by Aelius Donatus are quoted from C. Cioffi, *Aeli Donati quod fertur commenta ad Andriam Terenti*, Berlin/Boston 2017, p. 142 i 180.