

BGU 4.1156 verso (Claytor-van Minnen, *ZPE* 217 [2021] 158-164)

P.Berol. 13194 verso

Other translation: Claytor-van Minnen, *ZPE* 217 (2021) 161, adapted here

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Other text on the same papyrus: “col(umn)” above the text; BGU 4.1156 on the recto

Antichretic loan contract (*synchoresis*)

14/13 BC

(a) *Addressee*

<sup>|2</sup> To Protarchos, who is in charge of the tribunal,

(b1) *Party 1*

<sup>|3</sup> from Chara, the daughter of Menelaos, with as guardian <sup>|4</sup> Akousilaos, the son of Elyrios,

(b2) *Party 2*

and from Nikarion, <sup>|5</sup> the daughter of Ptolemaios, a Persian, with as guardian <sup>|6</sup> her husband (?) Souchammon, the son of Philammon, <sup>|7</sup> and from Philammon himself, a Persian <sup>|8</sup> of the *epigone*.

(c) *Receipt of a loan and award of the right of habitation in lieu of interest*

Concerning the points at issue, <sup>|9</sup> Nikarion and Philammon agree <sup>|10</sup> that they have received from Chara a loan in cash <sup>|11</sup> and not through a bank of 100 Ptolemaic silver drachmas, and in exchange for <sup>|12</sup> their interest and the one drachma <sup>|13</sup> she (*Chara*) will additionally give out of her own pocket to her (*Nikarion*) each month, <sup>|14</sup> Nikarion will necessarily <sup>|15</sup> allow Chara <sup>|16</sup> and her agents to occupy for a period of three years from <sup>|17</sup> ... of the present 17th year of Caesar (*Augustus*) the ... and <sup>|18</sup> its corresponding common <sup>|19</sup> vestibule and storage rooms that are <sup>|20</sup> in the house that belongs to her (*Nikarion*) in the <sup>|21</sup> Gamma (*district*), while they (*Chara and her agents*) can also use the <sup>|22</sup> shared appurtenances of the ..., while the <sup>|23</sup> repairs of the interlocking beams and the sealings <sup>|24</sup> of the thatching and the ... are <sup>|25</sup> the responsibility of Nikarion, who also agrees that she will not evict <sup>|26</sup> Chara nor her agents <sup>|27</sup> within the time, (*and*) when the time has passed, <sup>|28</sup> she (*Nikarion*) agrees that she will give the 100 silver drachmas back <sup>|29</sup> without interest, without any delay.

(d) *Penalty clause*

and if <sup>|30</sup> they transgress any of these (*provisions*) they agree that they are <sup>|31</sup> immediately liable to seizure and <sup>|32</sup> can be held under arrest until they pay back <sup>|33</sup> the loan along with half as much again, by giving it back <sup>|34</sup> the very month they break the contract, <sup>|35</sup> and the damages and expenses and another <sup>|36</sup> 100 silver drachmas, while the right of execution (*of the claim*) belongs <sup>|37</sup> to Chara from the two, who are <sup>|38</sup> each other's guarantors for repayment, and from one (*of them*) <sup>|39</sup> and from whomever of them she chooses and from all <sup>|40</sup> their (*corrected from: her*) belongings just as if <sup>|41</sup> by virtue of a legal decision, while all safeguards (*and*) every kind of protection she <sup>|42</sup> adduces are ineffective,

(e) *Agreement of party 1*

<sup>|43</sup> and Chara agrees that she will give <sup>|44</sup> to Nikarion the additional one drachma per month <sup>|45</sup> for the three years, and when she has occupied (*Nikarion's property*) for those (*years*) <sup>|46</sup> and has received the 100 silver drachmas back without interest, <sup>|47</sup> she agrees that she will cancel this <sup>|48</sup> contract and move out of <sup>|49</sup> the premises and return <sup>|50</sup> them free from dirt and <sup>|51</sup> other filth, in the same condition she received them, <sup>|52</sup> or else she too agrees to pay the same penalty.

(f) *Date*

<sup>|53</sup> Year 17 of Caesar (*Augustus*), ...