

BGU 4.1053

P.Berol. 13055 verso

Other editions: Mitteis, *Chrest.* 105; van Minnen, *ZPE* 199 (2016) 144-154, the text translated here

Other translation: van Minnen, *ZPE* 199 (2016) 153-154, here adapted

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Other texts on the same papyrus: “col(umn)” (Mitteis, *Chrest.*) above both columns; recto unpublished divorce contract

Loan contract (*synchoresis*)

April 2, 13 BC

(a) *Addressee*

^{|2} To Protarchos,

(b1) *Party 1*

^{|3} from Gaius Iulius Philios,

(b2) *Party 2*

and ^{|4} from Lykarion, the son of Apollonios, ^{|5} from Ptolemaios, the son of Ptolemaios, ^{|6} both Persians ^{|7} of the *epigone*, and from the wife of ^{|8} Lykarion, Erotarion, ^{|9} the daughter of Achilles, a Persian, ^{|10} with as guardian her husband.

(c) *Agreement about the receipt of the loan*

^{|11} Concerning the points at issue, ^{|12-13} Lykarion, Ptolemaios, and ^{|14} Erotarion agree that they have received from ^{|15} Gaius Iulius Philios as an interest-free loan, ^{|16} through the money-changing bank of Kastor: ^{|17-18} 300 Ptolemaic silver drachmas,

(d) *Agreement about repayment of the loan*

^{|19} which (*loan*) they also agree that they will pay back in ^{|20} ten months from the first day ^{|21} of Pachon of the present 17th year ^{|22} of Caesar (*Augustus*), by giving ^{|23} each day ^{|24} from the same first day ^{|25} of the month Pachon one drachma, without ^{|26} skipping a single day, and they agree that they will do this ^{|27} without any delay,

(e) *Penalty clause*

^{|28} or else, on whatever day ^{|29} they skip they agree that they are ^{|30} immediately liable to seizure ^{|31} and can be held under arrest ^{|32} until they pay, without ^{|34} waiting for the time allotted ^{|35} to them, the entire sum or whatever will be owed (*at that time*) ^{|36} along with half as much again ^{|37} and for the time that has gone beyond (*the due date*) ^{|38-39} the interest of two drachmas (*per 100 drachmas per month*) in accordance with the statute, ^{|40-41} while the right of execution (*of the claim*) belongs to ^{|41} Gaius Iulius Philios from the ^{|42} three (*debtors*), who are each other's guarantors ^{|43} for payment, and from one of them and ^{|44} from whomever of them he chooses ^{|45-46} and from all their belongings just as if ^{|47} by virtue of a legal decision, and also from the ^{|48-49} wood-selling workshop belonging to Lykarion, ^{|50} which is next to the Syriion ^{|51} in the property

of Dorion, ^{|52} and until they pay back (*the loan*) ^{|53} they agree that they will make sure that it (*the wood-selling workshop*) ^{|54} remains unalienated and ^{|55} not subject to transactions (*of any kind*), ^{|56} and if it so happens that there is some risk ^{|col.2.2} with regard to it (*the wood-selling workshop*), they agree that even ^{|3} so the loan is free from every ^{|4} risk and that they will not take recourse ^{|5} to safe-conducts nor to ^{|6} priestly status (?) nor to a suppliant's ^{|7} petition nor to a decree ^{|8} of benefactions nor to a decree of forced labor nor ^{|9} to a place of asylum nor to ^{|10} private help nor to any other ^{|11} kind of protection at all, ^{|12} or let whatever other kind they use be ^{|13} ineffective,

(f) *Memorandum about two other loans*

and Gaius Iulius ^{|14} Philios also agrees that he will render ineffective ^{|17} the two loan agreements ^{|15} the same ^{|16} debtors have made with him through the same tribunal, ^{|18} of 120 silver drachmas each, because of the fact that he has been paid in full ^{|19} by them with the ^{|20} 240 silver drachmas in all ^{|21} in cash (*and not through a bank*), and he agrees that he will not proceed ^{|22} against them concerning these ^{|23-25} except concerning the 300 drachmas in accordance with the present agreement.

(g) *Date*

^{|26} Year 17 of Caear (*Augustus*), Pharmouthi 7.