

BGU 4.1107

P.Berol. 13060 recto

Other editions: Hunt-Edgar, *Sel.Pap.* 1.16; David-van Groningen, *Primer*⁴ 50; *CPG* 1.6, the text translated here; Pestman, *Primer*² 13

Other translations: Hunt-Edgar, *Sel.Pap.* 1, pp. 47-51 (repeated in Johnson, *Roman Egypt*, pp. 287-288); *CPG* 1, pp. 67-68

Scan: Berliner Papyrusdatenbank

Other texts on the same papyrus: “col(umn)” above the text

Wetnursing contract (*synchoresis*)

March/April, 13 BC

(a) *Addressee*

|² To Protarchos,

(b1) *Party 1*

|³ from Isidora, the daughter of Kom..., the son of ..., with as guardian her brother Eutychides, |⁴ the son of Kom...,

(b2) *Party 2*

and from Didyme, the daughter of Apollonios, a Persian, with as guardian |⁵ her brother Ischyriion, the son of Apollonios.

(c) *Agreement to nurse a child for wages*

Concerning the points at issue, Didyme agrees |⁶ that she will nurse and suckle outside (*Isidora's house*) in her own house in the city with her own |⁷ milk, pure and unspoiled, for a time of sixteen months from Pharmouthi |⁸ of the current 17th year of Caesar (*Augustus*), Isidora's |⁹ infant foundling slave child, whose name is ..., whom Isidora has handed over to her, |¹⁰ receiving from the same Isidora as wages for the milk and the nursing for |¹¹ each month ten silver drachmas and two *kotylai* (0.5 liter) of oil,

(d) *Nurse's obligations*

(*and*) if regularly |¹² compensated with these (*wages*), she agrees to see to her own and the child's care |¹³ by not spoiling her milk or lying with a man or becoming pregnant again or taking |¹⁴ another child to suckle in addition, and she agrees that whatever of this child's things she receives or is entrusted with she will |¹⁵ keep safe and give back whenever it is asked back or else pay back the value of each except |¹⁶ in case of evident wear and tear, in which case, once it has been made clear, she should be released (*from liability*),

(e) *Receipt of wages in advance*

and right now |¹⁷ Didyme has received from Isidora in cash and not through a bank (30 *drachmas*) and oil for the first |¹⁸ three months, that is for Pharmouthi, Pachon, and Payni, and she also agrees not to abandon her nursing duty within |¹⁹ the time,

(f) *Penalty clause*

or else, if she transgresses any (*of these provisions*), she agrees to pay back the nursing wages she has received and ^{|20} whatever she receives in addition along with half as much again and the damages and expenses, and she agrees that she will also pay ^{|21} 500 drachmas and the statutory penalty (*to the state*), while the right of execution (*of the claim*) belongs to Isidora ^{|22} from Didyme herself and from all her belongings just as if by virtue of a legal decision, ^{|23} while all safe-conducts (*and*) every kind of protection she adduces are ineffective,

(g) *Owner's rights and obligations*

^{|24} and if she performs each (*of the specified tasks*), then Isidora agrees that she will provide her ^{|25} with the monthly nursing wages as stipulated for the remaining thirteen months ^{|26} and not tear the child away within the time or else she agrees herself^{|27} to pay the same penalty,

(h) *Monthly inspection*

and Didyme will visit Isidora ^{|28} four times a month, bringing the child along for the purpose of ^{|29} being inspected by her.

(ih) *Joint request for registration*

We request (*registration*).

(j1) *Signature of party 1*

^{|30} I, Isidora, agree in accordance with the aforementioned. ^{|31} I, Eutyichides, am registered as my sister's guardian (*and have written*) ^{|32} on her behalf, as she is illiterate.

(j2) *Signature of party 2*

^{|33} I, Didyme, agree in accordance with the aforementioned. ^{|34} I, Ischyryon, am registered as my sister's ^{|35} guardian and have written on her behalf, ^{|36} as she is illiterate.

(k) *Note*

^{|37} ...

(l) *Date*

Year 17 ^{|38} of Caesar (*Augustus*).