

BGU 4.1109

P.Berol. 13103 recto top

Other editions: Meyer, *Jur.Pap.* 41; *CPG* 1.10

Other translation: *CPG* 1, pp. 87-88

Scan: Berliner Papyrusdatenbank

Other texts on the same papyrus: “col(umn)” above the text; *BGU* 4.1174 below the text; three (?) unpublished texts on the verso

Wetnursing contract (*synchoresis*)

November 4, 5 BC

(a) *Addressee*

|<sup>2</sup> To Protarchos,

(b1) *Party 1*

|<sup>3</sup> from Thermoutharion, the daughter of Eirenaios, a citizen, with as guardian Hermias, |<sup>4</sup> the son of Athenodoros,

(b2) *Party 2*

and from Gaius Ignatius Maximus.

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

|<sup>5</sup> Gaius Ignatius Maximus agrees that he has provided his own slave Chrotarion |<sup>6</sup> to nurse and suckle with her own milk, pure and |<sup>7</sup> unspoiled, outside (*the house of Thermoutharion*) in the house of Gaius himself in the city, for a period |<sup>8</sup> of ten months from Hathyr of the present twenty-sixth year of Caesar (*Augustus*), |<sup>9</sup> the female child of her (*Thermoutharion's*) freedwoman Kallityche, |<sup>10</sup> whose name is Pollarous, whom Thermoutharion has entrusted to her (*Chrotarion's*) care, on account of the fact that, now that |<sup>11</sup> Kallityche is weak, her milk has been spoiled, |<sup>12</sup> for a wage agreed upon, for her milk and the nursing |<sup>13</sup> including oil, of ten drachmas each month,

(d) *Receipt of nursing wages in advance*

and Gaius has received from |<sup>14</sup> Thermoutharion in cash and not through a bank the sum total of the |<sup>15</sup> nursing wages for the three months from Hathyr until Tybi: 30 drachmas,

(e) *Nurse's owner's obligations*

|<sup>16</sup> (*and*) Gaius agrees, if paid regularly with nursing wages from the month Mecheir onwards, |<sup>17</sup> to make sure that his slave from now on see to her own and the child's care by not spoiling her milk or lying with a man |<sup>18</sup> or becoming pregnant again or suckling another child in addition, |<sup>19</sup> and whatever |<sup>20</sup> he receives or is entrusted with he agrees that he will keep (*it*) safe and give (*it*) back whenever it is asked back |<sup>21</sup> or else pay back the value of each thing except in case of evident wear and tear, |<sup>22</sup> in which case, once it has been made clear, he should be released (*from liability*), and he agrees not to abandon the nursing |<sup>23</sup> within the time.

(f) *Penalty clause*

and he agrees, if he transgress any (*of these provisions*), himself to pay back the nursing wages he has received <sup>|24</sup> and whatever he receives along with half as much again, and the damages and expenses and another <sup>|25</sup> 200 silver drachmas, while the right of execution (*of the claim belongs to Thernoutharion*) just as if <sup>|26</sup> by virtue of a legal decision,

(g) *Child's mother's patronus's obligations*

and Thernoutharion agrees, as long as Chrotarion completes <sup>|27</sup> all (*her duties*), is to from now on to furnish the monthly nursing wages, and she agrees that she will not <sup>|28</sup> remove the child within the time, or else she agrees that she herself is liable to the same <sup>|29</sup> penalty,

(h) *Monthly inspection*

and Chrotarion together with the child will visit <sup>|30</sup> Thernoutharion ... times a month.

(i) *Joint request for registration*

We request (*registration*).

(j) *Date*

<sup>|31</sup> Year 26 of Caesar (*Augustus*), Hathyr 8.