

BGU 4.1115

P.Berol. 13073 recto

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Antichretic loan contract (*synchoresis*)

February/March, 13 BC

(a) *Addressee*

<sup>1</sup> To Protarchos,

(b1) *Party 1*

<sup>2</sup> from Theon, the son of Aisa...,

(b2) *Party 2*

and <sup>3</sup> from Aristonikos, the son of Aisa..., a Persian <sup>4</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>5</sup> Aristonikos agrees <sup>6</sup> that he has borrowed from Theon in cash and not through a bank <sup>7</sup> 100 Ptolemaic silver drachmas, and, in exchange for the <sup>8</sup> interest on this loan <sup>9-10</sup> and the three and a half drachmas Theon will pay him in addition each month, Aristonikos agrees <sup>11-12</sup> that he will necessarily permit Theon and those who represent him (*BL I*, 97) <sup>12</sup> for a period of twelve months from <sup>13</sup> Phamenoth of the present 17th year of Caesar (*Augustus*) <sup>14</sup> to dwell in the apartment <sup>15</sup> belonging to him and his sister, <sup>16</sup> Philotera, in the tenement that is <sup>17</sup> in the Delta (*quarter*), which (*apartment*) has locks on all sides, <sup>18</sup> and in the vestibule that belongs to it, <sup>19</sup> while they may also use the facilities of the tenement <sup>20</sup> that are shared (*with the other inhabitants*), while all the repairs <sup>20</sup> of the apartment and the vestibule, <sup>22</sup> as often as they are necessary, <sup>23</sup> are the responsibility of Aristonikos, who also agrees not to evict Theon <sup>24</sup> nor those who represent him <sup>25</sup> within the time, and when this (*time*) has passed, <sup>26</sup> Aristonikos agrees that he will pay the 100 silver drachmas without interest <sup>27</sup> without any delay,

(d) *Penalty clause*

or else, <sup>28</sup> in whatever way he transgresses (*any of these provisions*), he himself is immediately <sup>29</sup> liable to seizure and can be held under arrest until <sup>30</sup> he pays the loan <sup>31</sup> along with half as much again and, for the time that has gone beyond (*the due date*), <sup>32</sup> the two drachmas (*per 100 drachmas per month*) interest in accordance with the statute, <sup>33</sup> while the right of execution (*of the claim*) belongs <sup>34</sup> to Theon from Aristonikos <sup>35</sup> and from all his belongings <sup>36</sup> just as if by virtue of a legal decision, while <sup>37</sup> all safe-conducts <sup>38</sup> (*and*) every kind of protection he adduces are ineffective.

(e) *Agreement of party 1*

and Theon <sup>39</sup> has the right of habitation in the apartment and the <sup>40</sup> vestibule as well as the <sup>41</sup> storeroom in them, and Theon agrees <sup>42</sup> to give in addition to Aristonikos <sup>43</sup> the three and a half

drachmas each month for twelve months, and <sup>|45</sup> when Theon has lived there for this amount of time and has received <sup>|46</sup> the 100 silver drachmas without interest, <sup>|47</sup> he agrees that he will release (*Aristonikos*) from this agreement <sup>|48</sup> and move out of the dwellings <sup>|49</sup> and give them back, cleared <sup>|50</sup> of rubbish and with whatever is in them, <sup>|51</sup> in the same condition as he has received them, or else he agrees that he himself is also <sup>|52</sup> liable to the statutory penalty (*to the state*).