

BGU 4.1126

P.Berol. 13181 recto

Other edition: Lewald, *Personalexekution*, pp. 19-21

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Other text on the verso: unpublished mirror image of another text

*Paramone contract (synchoresis)*

November 13, 9 BC

(a) *Addressee*

|<sup>1</sup> To Protarchos, who is in charge of the tribunal,

(b1) *Party 1*

|<sup>2</sup> from Taphesies, the daughter of Boukolos, with as guardian her ... Protarchos, |<sup>3</sup> the son of Dorion, of the deme of Zeus,

(b2) *Party 2*

and from Protarche, the daughter of ..., |<sup>4</sup> a Persian, with as guardian her husband (*corrected from*: her brother with the same mother) Sen..., the son of Diomedes.

(c) *Agreement proper*

|<sup>5</sup> Protarche agrees that she has received from Taphesies |<sup>6</sup> as a loan in cash and not through a bank: 100 Ptolemaic silver drachmas, and in exchange |<sup>7</sup> for these (*drachmas*) and their interest and for (*daily*) necessities and clothing, |<sup>8</sup> Protarche will necessarily stay for a period of three years, from Mecheir of the present |<sup>9</sup> 22nd year of Caesar (*Augustus*) with Taphesies in the beer shop Taphesies herself owns, performing what she will be ordered to do |<sup>11</sup> in it by Taphesies without delay, neither being absent for a night |<sup>12</sup> nor for a day from (*the house of*) Taphesies without her consent, |<sup>13</sup> and whatever she receives or is entrusted with, Protarche agrees that she will preserve them intact and return them |<sup>14</sup> to Taphesies, or else she agrees to pay the value of each item except for obvious wear and tear, |<sup>15</sup> from the responsibility for which let her be released if it is made clear, and Protarche agrees that she will not abandon her service obligation (*BL 5, 15*) |<sup>16</sup> within the time,

(d) *Penalty clause*

and if she transgresses any (*of these provisions*), Protarche agrees to pay |<sup>17</sup> the 100 silver drachmas plus half as much again and the two drachmas interest (*per 100 drachmas each month*) and the |<sup>18</sup> damages and expenses and another 100 silver drachmas, while the right of execution (*of the claim*) |<sup>19</sup> belongs to Taphesies from Protarche and from her belongings |<sup>20</sup> just as if by virtue of a legal decision, and Protarche agrees not to adduce safe-conducts or else they are ineffective.

(e) *Obligation on the part of the employer*

|<sup>21</sup> Taphesies agrees, as long as Protarche herself is carrying out everything accordingly, |<sup>22</sup> to feed and clothe her for the time and not to turn her away within |<sup>23</sup> this time, and when this (*time*)

has passed, she (*Taphesies*), without receiving anything at all, agrees that she will release her <sup>|24</sup> from the ... of the 100 silver drachmas and pay her in addition <sup>|25</sup> on her own accord an additional 40 silver drachmas and cancel <sup>|26</sup> the contract, or else she agrees to be liable to the same penalty.

(f) *Joint request for registration*  
We request (*registration*)

(g) *Squiggle of the scribe*  
...

(h1) *Subscription of the creditor (crossed out)*  
<sup>|28</sup> I, Taphesies, agree in accordance with what <sup>|29</sup> is written above. I, Protarchos, have been registered as her guardian, <sup>|30</sup> and I have written on her behalf, because <sup>|31</sup> she is illiterate.

(h2) *Subscription of the debtor (crossed out)*  
<sup>|32</sup> I, Protarche, agree in accordance with what is written above. I, ..., <sup>|33</sup> have been registered as her guardian, and I have written on her behalf, <sup>|34</sup> because she is illiterate.

(i) *Date*  
<sup>|35</sup> Year 22 of Caesar (*Augustus*), Hathyr 17.