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P. Col. Inv. 131 recto : a loan contract with 'paramonê' provision from mid-first-century CE Theadelphia

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Tekst jest udostępniony do wykorzystania w ramach dozwolonego użytku.

Uri Yiftach-Firanko

**P. COL. INV. 131 RECTO:
A LOAN CONTRACT WITH *PARAMONÊ* PROVISION
FROM MID-FIRST-CENTURY CE THEADELPHIA***

PCOL. INV. 131 *RECTO* contains 19 lines of text, written along the fibres, and another line, perpendicular to body of the document, in the left, relatively well preserved margin, which measures *ca.* 1.3 cm. The upper margin (*ca.* 1.5 wide) seems intact on the left and middle, but has largely been torn off on the right. In my reading, I assume that on the right, between 3 and 10 letters are lost, on a strip *ca.* 3 cm. wide, margin included. On the back of the papyrus we find an account, probably of expenses, by a *phrontistês* from Philadelphia. The account, whose publication is forthcoming, contains six lines of text, with very wide upper and lower margins (*ca.* 2.3 cm each). The presence of the wide lower margin on the back may lead us to the conclusion that the author of the later account tore away the lower section of the papyrus, whose full length may have measured between 20 and 30 cm.¹ Working from this assumption, the

* I would like to express my gratitude to Professor Roger S. BAGNALL, Professor H el ene CUVIGNY, Professor Dieter HAGEDORN and Professor Klaas Worp for inspecting the picture of the papyrus and amending some of my readings.

¹ Comp., e.g., *P. Corn.* 6 (17 CE, Oxyrhyncha): vertical length: 26, 1 cm; *P. Tebt.* II 388 (98 CE, Tebtynis): 23, 9 cm. I discuss the use of established formats for different types of con-

extant portion of the contract contains no more than half of its original vertical length. On the papyrus, we trace a *kollêsis* ca. 1.5 cm from the right end. The upper right section of the papyrus is abraded. The text of the document was crossed out due to its cancellation.

Text

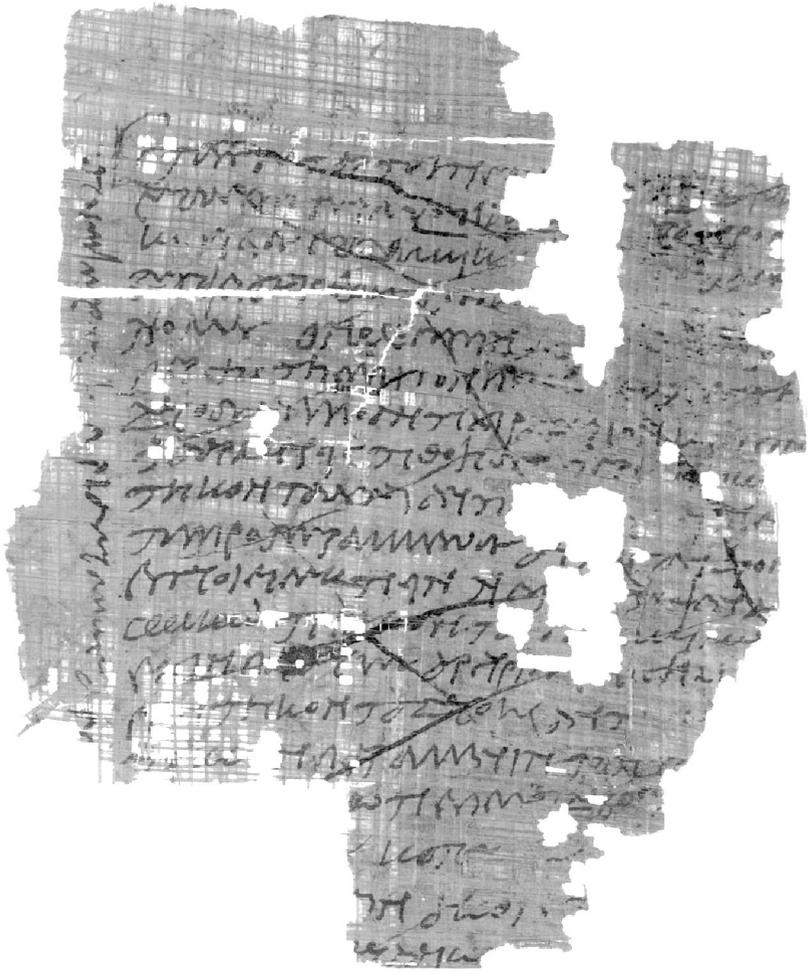
P. Col. inv. 131
Theadelphia

8.3 x 9.8 cm

20 August 58 CE
Along the fibres

- ἔτους τετάρτου Νέρω[νος Κ]λαυδίου Κ[αίσαρος]
Σεβαστοῦ Γερμανικ[ο]ῦ Ἀ[ὐτοκρ]άτορος [μηνὸς]
Καίσαρείου ἑβδόμη καὶ εἰ[κάδ]ι κζ̄ ἐν [Θεα]- 20 Aug. 58
4 δελφεία τῆς Θεμίστου μ[ερίδος το]ῦ [Ἀρ]σ[ι]νο[ίτου]
νομοῦ. ὁμολογοῦσιν Πετ.....ρε[.....]
Πέρσης τῆς ἐπιγονῆς ὡς ἐτῶν πεντή[κοντα]
δύο οὐλή ὑπὸ ἀντίχιρα δεξιὸν καὶ ἡ γυν[ὴ αὐτοῦ]
8 Τααρμιῦσις Τιθοῆους Περσίνῃ ὡ[ς ἐτῶν πεν]-
τήκοντα οὐλή ἀντι[κνημί]ω ἀριστε[ρῶ μετὰ κυρίου]
τοῦ προγεγραμμένου αὐτῆς ἀνδρὸς [ἀλλήλων]
ἔγγυοι εἰς ἔκτισιν Νεφ[ερῶ]τι Ψενα[μούνεως]
12 ὡς ἐτῶν τριάκοντα οὐ[λή] μῆλω [ἀριστερῶ]
ἔχιν παρ' αὐτοῦ ἀργυρίου ἐπισήμ[ου δραχμὰς]
πεντήκοντα δύο καὶ ἀντὶ [τ]ῶ[ν τούτων]
τόκων παραμενῶν τὸν Π[ετ.....]
16 [τῶ Νεφερ]ῶτι ἐπ' ἔτη δύο ἀ[πὸ τοῦ προ(κειμένου)]
[χρόνου δι]ακονοῦ[ν]τ[α (?)......]

tracts, in the Arsinoite *grapheia*, in 'Grammatikon: Transaction Costs in First-Century CE Tebtynis', to be published in the forthcoming proceedings of the seminar *Legal Documents in Ancient Society 11: Transaction Costs in the Ancient World: The Center for Hellenic Studies: Washington DC, 27–28 July 2009*.



[.....] ἦν ἀκολου[θ (?)]
 [.....] μυλαίω. [.....]

Perpendicular to the main text, on the left margin:

Πνεφερῶς Ψεναμούνεως ἀπέ[χω - -]

Translation

Year four of Nero Claudius Caesar Augustus Germanicus Imperator, twenty-seventh, 27th, of the month Kaisareios in Theadelphia of the Meris of Themistos, of the Arsinoite nome. Pet[- -] son of[- -], Persian of the epigonê, age approximately fifty-two, scar under his right thumb, and his wife Taarmiysis daughter of Titboês, Persian, age approximately fifty, scar on her left shin, with her aforesaid husband acting as her kyrios, both acting as co-sureties for full payment, declare to Nepherôs son of Psenamounis, age approximately thirty, scar on his left cheek, that they received from him fifty two drachmas of stamped silver. In lieu of the loan's interest let Pet[- -] stay with Nepherôs for a period of two years [- - -] at his (?) mill [- - -]

Perpendicular to the text, in the left margin:

I, Pnepherôs son of Psenamounis, have recovered [- - -]

Commentary

1-3. On the titulature cf. P. Bureth, *Les titulatures impériales dans les papyrus, les ostraca et les inscriptions d'Égypte (30 a.C. - 284 p.C.)*, Bruxelles 1964 (*Pap. Brux.* 11), p. 34.

7. ἀντίχρημα: note iotacisms in this text also in the infinitives in lines 13, 15. Cf. F.Th. Gignac, *A Grammar of the Greek Papyri of the Roman and Byzantine Periods 1: Phonology*, Milan 1976 (*Testi e documenti per lo studio dell'antichità* LV), pp. 189-190.

16-17. At the end of line 16 and the beginning of line 17, after the account of the duration of the service, the scribe indicates the date of its beginning. Compare n. 44. The size of the lacuna, around 15-20 letters long, renders likely, probably abbreviated, the formula ἀπὸ τοῦ προκειμένου χρόνου, which is in exclusive use in the first, and early second-century CE Arsinoitês: cf. *P. Bour.* 14, 9-10 (= *CPGr* 1 28, 126 CE, Ptolemais Euergetis); *P. Hamb.* 1 30, 11-12 (89 CE, Philadelphia); *P. Mich.* v 355, 2 (48-56 CE, Tebtynis); x 586, 6 (ca. 30 CE, Tebtynis); XII 635, 10 (71 CE, Bacchias); *P. Thomas* 4, 13-14 (41-54 CE, Tebtynis); *PSI* VIII 902, 2-3 (ca. 48-56, CE, Tebtynis).

17. This reading was kindly proposed to me by Professor Dieter Hagedorn. While the *kappa* raises doubts, the reading of a participle in general seems plau-

sible and fits the context. Compare *P. Wisc.* I 4, 9–10 (53 CE, Oxyrhynchos): διακονούντα καὶ ποιούντα π[άντα τὰ] | ἐπιτασσόμενα αὐτῶι and, *infra*, n. 25.

19. The service is to be performed at the creditor's mill. For similar accounts cf. n. 52. The standard work on mills is E. Battaglia's 'Artos'. *Il lessico della panificazione nei papiri greci*, Milano 1989 (*Biblioteca di Aevum Antiquum* 11), at p. 154–160.

Text in the left margin. Cf., a possible parallel in *P. Oxy.* II 267, 34–36 (= *MChr.* 281, 43 CE, Oxyrhynchos): Σεραηεὺς Ἀπίων(ος) ἀπέχω τὸ | προκείμενον κεφάλειον καὶ οὐδέ(ν) | σε ἐγκαλῶ.

Discussion

The present document was drafted in the village *graphbeion* of Philadelphia, and exhibits all the common features of a *graphbeion* document in the early Roman period.² A date formula is followed by an objective acknowledgement on the part of the prospective debtors of the receipt of a loan. The parties are identified by their names, and those of their fathers (but in this period not by those of their mothers or grandfathers), by their scars and moles (but not by their stature, the colour of their hair or skin, or the shape of their face and nose), and by age.³ An account of the parties' domicile is missing, and debtors are designated Persians, and, if they are men by the *genos* τῆς ἐπιγονῆς. The wife is accompanied by her husband as *kyrios*.⁴ The width of the document, 8.3 cm with between 30 and

² Cf. H. J. WOLFF, *Das Recht der griechischen Papyri Ägyptens in der Zeit der Ptolemäer und des Prinzipats*, II: *Organisation und Kontrolle des privaten Rechtsverkehrs*, München 1978 (*HAW* x 5, 2), pp. 85–91.

³ In the Ptolemaic period, a more detailed description method is applied in sale *kata-graphai*, issued at the *agoranomeia* of Pathyris and Pathyrite Crocodilopolis (e.g., *BGU* III 999, 99 BCE, Pathyris), in wills from the Arsinoite Nome, re-edited in *P. Petrie*² I (e.g., *P. Petrie*² I 13 = *C. Ptol. Sklav.* I 54, 238–237 BCE, Arsinoitês) and in abstracts of double documents and documents in Demotic (e.g., *CPR* XVIII 2, 231–206 BCE, Theogonis). Similarly detailed description is still applied at some *agoranomeia* in the early Roman period (cf., e.g., *P. Oxy.* I 99 = *P. Lond.* III 765 *descr.*, 55 CE, Oxyrhynchos).

⁴ A reference to the third-century BCE law that introduced in Egypt the institution of *kyrios*, or at least set out his selection procedure is *P. Eleph. Wagner* I (241/240 BCE (?), Elephantinê [?]). Cf., also J. MODRZEJEWSKI, 'À propos de la tutelle dative des femmes dans

35 letters per line, is quite common in loan contracts drafted at the Arsinoite *graphēia*.⁵

In the present document, Pet[- -] and his wife Taarmiysis, daughter of Tithoês, borrow from Nepherôs son of Psenamounis an amount of fifty-two silver drachmas. Among these names, that of the wife's father, Tithoês, seems particularly Theadelphian, and is connected with the cult of a god by this name in that village.⁶ Instead of returning the entire debt with its interest in cash Pet[- -], the husband, is supposed to settle the interest by rendering services at Nepherôs' premises, according to line 19, at his mill. The amount of the money lent is relatively low, but not exceptionally so: among the sixty-six first-century Arsinoite loan contracts recorded in the databank *Greek Law in Roman Times* (http://hudd.huji.ac.il/glrt_guest.asp), as many as twenty-five report a loan of less than one hundred drachmas.⁷ As for the term designating the loan, among first-century loan contracts from the Arsinoitês it is still (as was generally the case in the Ptolemaic period and in Augustan Alexandria) most common to term the loan δάνειον, either by using the noun itself (26 documents), or the verb δανείζισθαι (8 cases). Leaving the loan category undesignated, as is done here, is less typical: this is the case in just nine documents. Still, this practice is more common than terming the loan *chrêsis* (6 documents).⁸

l'Égypte romaine', *PapCongr.* XIII, pp. 263–292; H. A. RUPPRECHT, 'Zur Frage der Frauentutel im römischen Ägypten', [in:] *Festschrift für Arnold Kränzlein. Beiträge zur Antiken Rechtsgeschichte*, Graz 1986, pp. 95–102.

⁵ Cf., e.g., *P. Tebt.* II 388 (98 CE, Tebtynis), which is 8, 2 cm wide and contains around 35 letters a line.

⁶ Cf., in particular, *SB* XX 14099 (before 20 November 11 CE, Theadelphia) and O. E. KAPER, *The Egyptian God Tutu, a Study of the Sphinx-God and Master of Demons with a Corpus of Monuments*, Leuven 2003, pp. 137, 147, 180–181.

⁷ Cf., e.g., *P. Lond.* II 277 (23 CE, Soknopaiou Nêsos): 64 dr., *P. Louvre* I 16 (41–54 CE, Soknopaiou Nêsos): 40 dr., *P. Tebt. Wall.* 2 (83–84 CE, Tebtynis): 38 dr.

⁸ First-century loan contracts of the Arsinoitês that leave the debt category undesignated are *P. Alex.* 8 (89 CE, Boubastos); *P. Col.* x 249 (9–10 CE, Theadelphia); *P. Corn.* 6 (17 CE, Oxyrhyncha); *P. Gen.* I 24 (96 CE, Apias); *P. Hamb.* I 30 (89 CE, Philadelphia); *P. Mich.* v 241, 24–38 (46 CE, Tebtynis); 333 (52 CE, Tebtynis); x 585 (87 CE, Bacchias); *P. Tebt.* II 384 (10 CE, Tebtynis). A change takes place in this respect in the last quarter of the first century, as the *chrêsis* becomes in the Arsinoitês, and perhaps also throughout

The present contract reports a loan received by two persons, a husband and a wife, in common. This is also the case in sixty-four Arsinoite loan contracts from the first and second centuries CE, almost the third part of the total 211 documents. Most of these contracts, fifty-nine in all, stipulate the joint and mutual surety of the debtors, mostly through the formula ἀλλήλων ἑγγυοὶ εἰς ἔκτισιν, which is also used in the present contract (ll. 10–11).⁹ It is not surprising that in most cases the debtors are also

Egypt, the predominant type of loan category: 57 second-century CE loan contracts, of the Arsinoitês out of a total of 133, record the delivery of *chrêsis*, while only 12 record a *daneion*. The number of 2nd cent. contracts that not specify the loan category is 37. General survey of the three categories in H. A. RUPPRECHT, *Untersuchungen zum Darlehen im Recht der graeco-ägyptischen Papyri der Ptolemäerzeit*, München 1967, pp. 3–13; H. KÜHNERT, *Zum Kreditgeschäft in den hellenistischen Papyri Ägyptens bis Diokletian*, Freiburg 1965, pp. 11–111; B. TENGER, *Die Verschuldung im römischen Ägypten (1.–2. Jh. n. Chr.)*, St. Katherinen 1993, pp. 9–60.

⁹ The formula ἀλλήλων ἑγγυοὶ εἰς ἔκτισιν is recorded, in the first and the second century CE Arsinoitês, in the following loan contracts: *BGU* III 856, 9 (= *MChBr.* 331, 106 CE, Psenyris); 9II, 10 (= *P. Dime* III 7, 18 CE, Soknopaiou Nêsos); XI 2044, 12 (46 CE, Soknopaiou Nêsos); *P. Alex.* 7, 8 (113 CE, Dionysias); *P. Corn.* 6, 8–9 (17 CE, Oxyrhyncha); *P. Fam. Tebt.* 2, 9 (92 CE); 4, 8 (94 CE); 6, 10 (98/9 CE, all from Tebtynis); *P. Flor.* III 316, 10–11 (11 CE, Philadelphia); *P. Gen.* I 24, 8 (96 CE, Apias); *P. Kron.* 8, 9 (109 CE, Arsinoitês); *P. Kron.* 9, 8 (111 CE, Tebtynis); *P. Kron.* 17, 10–11 (140 CE, Tebtynis); *P. Lond.* II 336, 15 (= *MChBr.* 174, 167 CE, Ptolemais Euergetis); *P. Louvre* I 18, 1 (= *BGU* III 853 *recto*, 141 CE, Soknopaiou Nêsos); *P. Meyer* 5, 9–10 (98–117 CE, Arsinoitês); *P. Mich.* v 241, 15–23, ll. 19–20 (46 CE, Tebtynis); 328 col. II, ll. 9–10 (29–30 CE, Arsinoitês); 332, col. II, l. 21 (47–48 CE, Arsinoitês); 333, 9 (with no. 334, 52 CE, Tebtynis); XII 635, 4 (71 CE, Bacchias); *P. Mil. Vogl.* II 68, 9 (154 CE, Tebtynis); *P. Münch.* III 96, 15–16 (158 CE, Ptolemais Euergetis); *P. Oslo* III 131, 16–17 (118 CE, Theadelphia); *P. Oxf.* 10, II (98–102 CE, Theadelphia); *P. Ryl.* II 330 *descriptum* (130 CE, Theadelphia); 332 *descriptum* (139 CE, Theadelphia [?]); *P. Stras.* IV 204, 14–15 (161–169 CE, Arsinoitês); 230, II (143–144 CE, Philadelphia); 293, 9 (138–161 CE, Berenikis Aigialou); *P. Tebt.* II 384, 12 & 33 (10 CE, Tebtynis); *P. Zauzich* 39 col. II, l. 83 (54 CE, Arsinoitês); *PSI* VIII 910, col. II, l. 19 (47–48 CE, Tebtynis); IX 1028, 10 (15 CE, Tebtynis); 1051, 10–11 (26 CE, Soknopaiou Nêsos): μετ[ε]γγυοὶ [π]ρὸ[ς] ἀλλ[ή]λους | εἰς ἔκτισ[ω]ν; X 1131 (= *CPGr* I 18, 41 CE, Ptolemais Euergetis); 1142, II (154 CE, Tebtynis); *SB* VI 9291, 11–12 (93 CE, Theadelphia); XII 10804, 15 (= *P. Dime* III 23, 47 CE, Soknopaiou Nêsos); XIV 11600, 12–13 (91–96 CE, Bacchias [?]); xviii 13047, 9–10 (= *P. Lond.* III 896 *descriptum*, 69–79 CE, Arsinoitês [?]); 13233, 15–16 (= *P. Harw.* 223, 107 CE, Aueris); xxii 15388, 8–9 (117–161 CE, Theadelphia). The same formula is also applied in other types of contracts, most commonly leases (cf., e.g., *BGU* XI 2032, 6 (113 CE, Ptolemais Euergetis).

Co-surety can be expressed by means of other formulae as well, such as (i) ἐξ ἀλλήλεγγυήης: *BGU* II 664, 5–6 (1st cent. CE, Arsinoitês); *P. Flor.* I 44, 26 (158 CE, Ptolemais-

closely related. Twenty-two Arsinoite documents from the first and second centuries CE record spouses as co-debtors,¹⁰ thirteen record siblings,¹¹ and as many record parent and child(ren)¹² taking a loan in common. A more distant kinship may be assumed in other cases as well.

In P. Col. inv. 131 *recto* one of the debtors obliges himself to settle a part of the obligation, in this case the interest, by placing himself at the disposal of the creditor.¹³ The term used in at least some of the contemporaneous

Euergetis); *P. Mert.* II 67, 15-16 (130 CE, Ptolemais Euergetis); *P. Petaus* 31, 7 (183/4 CE, Karanis); *SB* XII 10786, 11-12 (= *P. Tebt.* II 531 *descriptum*, 133 CE, Tebtynis); 10787, 10 (= *P. Tebt.* II 532 *descriptum*, 133 CE, Tebtynis); XIV 12023, 10 (2nd cent. CE, Tebtynis); XVI 12954, 10 (= *P. Ryl.* II 329 *descriptum*, 116 CE, Arsinoitês). (2) ἐπ' ἀλληλεγγύη: *SPP* XXII 53, 5 (149 CE, Soknopaiou Nêsos); or the debtors' designation as (3) ἀλληλέγγυοι: *P. Fouad* I 51, 9-10 (126 CE, Tebtynis); *P. Mich.* v 329/330, 14 (40-41 CE, Arsinoitês); *P. Stras.* I 13, 7 (138-161 CE, Hêrakteia); IV 209, 11-12 (152 CE, Dionysias); 289, 13 (48 CE, Arsinoitês); v 303, 4 (161-169 CE, Arsinoitês [?]); *SPP* IV, pp. 116-117, ll. 9-10 (= *P. Fay.* 260 *descriptum*, 109/10 CE, Euhêmeria).

No indication of the debtors' co-surety in *BGU* III 800 (158 CE, Arsinoitês); *P. Fam. Tebt.* II (112 CE, Arsinoitês); *P. Mich.* IX 568 (92 CE, Ptolemais Euergetis or Karanis) [a second copy: no. 569]; *P. Ryl.* II 175 (168 CE, Theadelphia); *P. Tebt.* II 390 (= *MChr.* 251, 167 CE, Tebtynis). Cf. EVA CANTARELLA, *La fideiussione reciproca (allèleggue e mutua fideiussio). Contributo allo studio delle obbligazioni solidali*, Milano 1965, pp. 1-112; KÜHNERT, *Zum Kreditgeschäft* (cit. n. 8), p. 180-182; RUPPRECHT, *Untersuchungen* (cit. n. 8), pp. 17-18.

¹⁰ *BGU* III 856; 9II; XI 2044; *P. Corn.* 6; *P. Fam. Tebt.* 2 (spouses and their son); 6; II (spouses and their son); *P. Flor.* I 44; *P. Kron* 8 (spouses and their children); *P. Meyer* 5; *P. Mich.* v 329/330; 332; *P. Oslo* III 131; *P. Oxf.* 10; *P. Stras.* IV 230; 289; *P. Zauzich* 39; *PSI* VIII 910; IX 1028 (two brothers and their wives); 1051; X 1131 (two husbands and two wives); *SB* XVIII 13047; 13233.

¹¹ Two brothers in *P. Fam. Tebt.* 4; *P. Fouad* I 51; *P. Kron.* II; 68; *P. Mil. Vogl.* II 68; *P. Petaus* 31; *P. Stras.* IV 204; *SB* VI 9291; XVI 12954, *SPP* IV, pp. 116-117, ll. 9-10; three brothers in *P. Tebt.* II 390; *PSI* X 1142, two pairs of siblings among five debtors in *P. Lond.* II 336, two brothers and their wives in *PSI* IX 1028; two brothers and a son of one of them in *P. Mich.* v 328.

¹² A father and a son in *P. Narm.* 2006 no. 2; *P. Ryl.* II 175; 332 *descriptum* (a father and two sons). A mother and a son in *P. Mich.* v 241, 15-23; 333/4; IX 568; *SB* XII 10786; 10787; XIV 12023; *SPP* XX 53. Cf. also *P. Fam. Tebt.* 2; II; *P. Kron.* 8 recorded in n. 10.

¹³ Cf., in general, B. ADAMS, *Paramoné und verwandte Texte. Studien zum Dienstvertrag im Rechte der Papyri*, Berlin 1964, pp. 9-113; J. HENGSTL, *Private Arbeitsverhältnisse freier Personen in den hellenistischen Papyri bis Diokletian*, Diss. Bonn 1972, p. 27; J. HERRMANN, 'Personenrechtliche Elemente der Paramone', *RIDA* 3rd s. 10 (1963), pp. 149-161 (= *Kleine Schriften zur Rechtsgeschichte*), München 1955 (*MBPR* LXXXIII), pp. 221-233 at pp. 224-227; Andrea JÖRDENS, *Vertragliche Regelungen von Arbeiten im späten griechischsprachigen Ägypten, mit Editionen von Texten der Heidelberger Papyrus-Sammlung, des Istituto Papirologico 'G. Vitelli', des*

documentation for this type of contract is *paramonê*,¹⁴ and it is also the one to be applied in the following. Twenty-three *paramonê* contracts have hitherto been published:¹⁵

1. *P. Yale* I 26 (= *P. Hib.* 148, early 3rd cent. BCE, Ankyrôn, Hêracleopolitês).
2. *CPR* XVIII 18 (231 or 206 BCE, Theogonis).
3. *BGU* VI 1258a, 17–20 (154/3 or 143/2 BCE, Hermopolis?): *anagraphê*.
4. *BGU* IV 1126 (9 BCE—Alexandria).
5. *PSI* X 1120 (late 1st cent. BCE – early 1st cent. CE, prov. unknown).
6. *P. Tebt.* II 384 (10 CE, Oxyrhyncha).
7. *P. Mich.* X 587 (24/25 CE, Tebtynis).
8. *P. Mich.* II 121 *recto*, col. III entry 3 (42 CE, Tebtynis).¹⁶
9. *P. Mich.* II 121 *recto*, col. IV entry 8 (42 CE, Tebtynis).
10. *P. Mich.* V 241, 24–38 (46 CE, Tebtynis).

Ägyptischen Museums zu Kairo und des British Museum, London (*P. Heid.* v), Heidelberg 1990, pp. 271–295; A. E. SAMUEL, ‘The Role of Paramone Clauses in Ancient Documents’, *JJurP* 15 (1965), pp. 221–311; TENGER, *Die Verschuldung* (cit. n. 8), pp. 90–95; W. L. WESTERMANN, ‘The *Paramone* as a General Service Contract’, *JJurP* 2 (1948), pp. 9–50.

¹⁴ Compare in the particular HENGSTL, *Arbeitsverhältnisse* (cit. n. 13), p. 24 and the lists of documents recorded in the *grapheion* of Tebtynis, published as *P. Mich.* II 121 *verso*; 123 *recto*; 124; 125 *recto*; 128; V 237; 238 *recto*; 240, with 49 entries recording the composition of a *paramonê* contract, and SAMUEL, ‘The Role of Paranome’ (cit. n. 13), p. 305. Samuel shows that while the verb *παραμένω* could be used freely, and its meaning depended on the context (as in literary sources), the substantive signified the ‘the concept of the legal obligation to remain[,] applied to free men.’ (cf., e.g., p. 247, 308). Contra JÖRDENS, *P. Heid.* v, p. 293, who claims, that ‘Für das Substativ *παραμονή* lassen die Quellen insgesamt jedenfalls keinen eindeutigen technischen Gebrauch im Sinne eines Arbeitsverhältnisses mit antichretischem Charakter erkennen’. I do not rule out, of course, that Samuel’s interpretation should be applied with regard to the early Roman period only, and even then maybe not throughout Egypt, perhaps not even in the Oxyrhynchitês. Compare *P. Oxy.* IV 731 (9–10 CE, Oxyrhynchos).

¹⁵ Left aside are the documents recording the receipt of a *προχρεία*, especially well-attested in contracts of the Byzantine period. Cf., e.g., *P. Köln* II 102 (= *SB* XII 11239, 418 CE, Oxyrhynchitês) and JÖRDENS, *P. Heid.* v, pp. 270–275. Cf., an early Roman antecedent in *P. Sarapion* 20 (121 CE, Hermopolis). Left aside is also *P. Mich.* V 355 (48–56 CE, Tebtynis) (with *PSI* VIII 902), where the *paramonê* is not based on an act of loan.

¹⁶ Cf. an *anagraphê* entry of the same contract in *P. Mich.* II 121 *verso*, col. II, l. 17.

11. *P. Col. inv.* 131 *recto* (58 CE, Theadelphia).
12. *P. Alex.* 8 (89 CE, Boubastos, Arsinoitês).
13. *P. Oxf.* 10 (98–102 CE, Theadelphia).
14. *P. Dura* 20 (121 CE, Phaliga [?], near Dura Europos).
15. *P. Bad.* II 22 (126 CE, Alexandria).
16. *P. Kron.* 16 (= *P. Mil. Vogl.* IV 227, 138 CE, Tebtynis).
17. *SPP* XXII 36 (145 CE, Nikopolis and Soknopaiou Nêsos).
18. *P. Flor.* I 44 (158 CE, Ptolemais Euergetis).
19. *P. Mert.* III 105, 17–34 (164–165 CE, Tebtynis).
20. *P. Aberd.* 56 (176 CE, Ptolemais Euergetis).
21. *SB* IV 7358 (277–282 CE, Karanis).
22. *P. Cair. Isid.* 80 = *SB* VI 9267 (297 CE, Karanis).
23. *P. Kell.* I 40 (306/7 CE, Kellis, Oasis Magna).

In most of the above cases, the debtor (or debtors) first attests to the act of loan, and then, differently from regular loan contracts, his ensuing obligation to stay with the creditor and discharge all tasks required. One way of documenting this obligation is through the conditional clause ἐφ' ᾧ [the debtor, in the accusative] παραμεινέτω *vel. sim*;¹⁷ another is through an independent clause, opening with the formula ἀντὶ δὲ τῶν τόκων κτλ.. This is also the case in the document presented here (ll. 14–15).¹⁸ In some contracts, instead of stipulating his own stay, the debtor assigns one of his dependants – a son,¹⁹ a daughter,²⁰ a brother²¹ or a slave²² – to work at

¹⁷ *CPR* XVIII 18, 4–5: ἐφ' ᾧ παραμ[ε]νέτω; *P. Aberd.* 56, 14: ἐφ' ᾧ παραμ[εινέτω]; *P. Kell.* I 40, 9: ἐφ' ᾧ μαι (read: με) παραμεινέτω.

¹⁸ *BGU* IV 1126, 6–7; *P. Alex.* 8, 8–9 (restored); *P. Mich.* x 587, 7–9; *P. Oxf.* 10, 15.

¹⁹ *BGU* VI 1258, 17–20; *P. Flor.* I 44; *P. Mert.* III 105, 17–34. Cf. also in documents recording the termination of a *paramonê* contract: *BGU* IV 1153 col. II (14 BCE, Alexandria) and 1154 (10 BCE, Alexandria).

²⁰ *P. Mich.* x 587. Cf. also the petitions *BGU* IV 1139 (5 BCE, Alexandria) and *P. Ryl.* II 128 (after 13 February 30 CE, Euhêmeria).

²¹ *P. Tebt.* II 384.

²² *SPP* XXII 36.

the creditor's premises. The verb used in this clause is the future medial form of *παρέχω* with the person assigned in the accusative.²³ The same verb may also be used to denote the debtor's own *paramonê*.²⁴

In the clause itself, we find, usually in the present tense participle, an account of the debtor's obligations, which are, as pointed out by Boak and Westermann, mostly of general nature,²⁵ a penalty clause relating to their contravention,²⁶ a prohibition against leaving the creditor's premises during the term of the stay,²⁷ and often a clause fixing a penalty in the event that such a departure does take place.²⁸ The document also reports the allowance

²³ Cf., e.g., *P. Flor.* I 44, 17-18.

²⁴ *P. Mich.* II 121 *recto*, col. IV entry 8, l. 1; *P. Mich.* v 241, 31-32. Cf. also *P. Mich.* v 355, 2 (48-56 CE, Tebtynis): not recording a loan; and *P. Sarapion* 20, 6-7 (= [partially] *P. Stras.* I 44, 121 CE, Hermopolis), recording a *prochreia*.

²⁵ WESTERMANN, 'The Paramone', (cit. n. 13), pp. 24-25 and n. 48. Take, for example, the formulation *ἐπιτελοῦσαν [τὰ] ἐπιτραχθῆ[σόμενα]* in *BGU* IV 1126, 10. Also of general nature are the obligations recorded in *BGU* VI 1258a, 18-19; *CPR* XVIII 18, 6-7; *P. Aberd.* 56, 15-17; *P. Alex.* 8, 12-15; *P. Dura* 20, 8-9; *P. Flor.* I 44, 19-21; *P. Kron.* 16, 25-28; *P. Mert.* III 105, 28-31; *P. Mich.* II 121 *recto*, col. IV, entry 8, l. 2; *P. Mich.* x 587, ll. 12-13. Also of general nature, but differently formulated is *P. Kell.* I 40, 9-12: *ἐργασομένην ἀντὶ τῶν | τόκου* (read: *τόκων*) *καὶ ὑπηρετουμένην* (read: *ὑπηρετουμένην*) *ὑπὸ σοῦ* (read: *σέ*) *κατὰ τὰ [έσ]τα- | μένα ἀντὶ τῶν τόκου* (read: *τόκων*) *ἄχρι ἀποδόσεως* (read: *ἀποδόσεως*) *τ[οῦ π]ροκειμένου καιφαλέου* (read: *κεφαλαίου*). More concrete, focusing on the debtor's occupation as weaver, are *P. Mich.* v 355, 3-4; *P. Tebt.* II 384, 4-5 and *SB* IV 7358, 9-10. *P. Mich.* v 241, 33-34 relates to his work as a potter, and *P. Oxf.* 10, 17-19 on his occupation as a swineherd. Cf. ADAMS, *Paramonê* (cit. n. 13), pp. 54-64; HENGSTL, *Private Arbeitsverhältnisse* (cit. n. 13), pp. 28-29.

²⁶ *BGU* IV 1126, 16-20; *P. Bad.* II 22, 1-7 (?); *P. Kron.* 16, 31-34; *P. Yale* I 26, 3-4; *PSI* X 1120, 4-11; *SPP* XXII 36, 13-14.

²⁷ Cf., e.g., *BGU* IV 1126, 11-12: *μὴ γεωρομένη μῆτε' ἀποκοιτος | μῆδ' ἀφήμερος ἀπὸ τῆς Ταφροσύτης ἄνευ τῆς αὐτῆς γνώμης*, and later in the same contract (ll. 15-16): *καὶ μὴ ἐκλείψ(ε)ν τὴν π[αραμονήν] (?) ἐν τὸς (τοῦ) χρόνου*. Compare also *CPR* XVIII 18, 7-9; *P. Dura* 20, 9-10; *P. Flor.* I 44, 21-23; *P. Mich.* v 241, 34-35; v 355, 10-11; x 587, 13-16; *P. Oxf.* 10, 22-23; *P. Tebt.* II 384, 6-7; *P. Yale* 26, 4-5. Cf. ADAMS, *Paramonê* (cit. n. 13), 49-53; HENGSTL, *Private Arbeitsverhältnisse* (cit. n. 13), p. 31.

²⁸ *BGU* IV 1126, 16-20; *P. Bad.* II 22, 1-7 (?); *P. Dura* 20, 9-11; *P. Flor.* I 44, 24-26; *P. Kron.* 16, 31-34 (?); *P. Mich.* v 241, 35-36; v 355, 12; x 587, 18-34; *P. Oxf.* 10, 23-25 and 27-30 and HENGSTL, *Private Arbeitsverhältnisse* (cit. n. 13), p. 16; *P. Tebt.* II 384, 32-34 (*hypographê*); *P. Yale* I 26, 5-6; *PSI* X 1120, 1-3 (?); *SB* IV 7358, 11-16.

of the person assigned during the period of stay,²⁹ as well as the taxes that are to be paid in this period on his behalf.³⁰ Finally, some *paramonê* contracts provide for the termination of the period of service, which can be accompanied by the return of the loan to the creditor,³¹ but does not have to.³² If the debtor is instructed to return the debt, the contract may introduce a penalty in the event that he or she does not do so on time.³³

Some of the loan contracts incorporating the above terms report the delivery of a relatively small loan – in one case, that of *P. Tebt.* II 384, only of sixteen drachmas.³⁴ In other contracts the loan is larger: in *BGU* IV 1126 the amount given is 100 drachmas, in *P. Aberd.* 56, 200 drachmas, in *P. Flor.* I 44, 400 drachmas, and in *P. Kron.* 16 as many as 1,000 drachmas.³⁵ As is the case with the present contract, most loan contracts anticipating a stay do not indicate the loan category. This is the case in seven contracts,³⁶ while in three only the loan is designated as *chrêsis*.³⁷ The verb *δαπέλω* is attested in just two documents – early and non Egyptian

²⁹ *BGU* IV 1126, 20–23; VI 1258, 20 (?); *P. Aberd.* 56, 16–17; *P. Alex.* 8, 13–15; *P. Cair. Isid.* 80, 5–7; *P. Dura* 20, 12; *P. Kron.* 16, 28–29; *P. Mich.* v 241, 35–36 (?); v 355, 12–13; *P. Oxf.* 10, 20–29; *SPP* XXII 36, 10–13.

³⁰ *P. Kron.* 16, 29–30; *P. Mert.* III 105, 30–31; *P. Mich.* II 121 *recto*, col. III entry 3, l. 2; v 355, 5–12; *P. Tebt.* II 384, 9–11 & 28–31 (*hypographê*); *SPP* XXII 36, 12–13. Cf. HENGSTL, *Private Arbeitsverhältnisse* (cit. n. 13), p. 30.

³¹ *P. Dura* 20, 16–18; *P. Flor.* I 44, 26–27 (?); *P. Kell.* I 40, 12–17; *P. Mert.* III 105, 32–34 (?); *P. Mich.* v 241, 37; *P. Oxf.* 10, 26–27; *P. Tebt.* II 384, 7–8 & 25–27 (*hypographê*); *SB* IV 7358, 11–16. Cf. HENGSTL, *Private Arbeitsverhältnisse* (cit. n. 12), pp. 25–26; SAMUEL, ‘The Role of Paranome’ (cit. n. 13), pp. 302–303.

³² *BGU* IV 1126, 23–27; *P. Bad.* II 22, 7–12. Cf. HENGSTL, *Private Arbeitsverhältnisse* (cit. n. 14), p. 29 n. 117. In the last scenario one speaks of *λύσις* or *ἀπόλυσις* of the *paramonê*.

³³ *P. Dura* 20, 14–18. Compare also WESTERMANN, ‘The Paramone’, (cit. n. 13), p. 20.

³⁴ In *P. Alex.* 8 the amount is 44 drachmas, in *P. Mert.* III 105, 17–34 it is 64 drachmas and in *P. Mich.* x 587 the value of the loan amounts to 48 drachmas.

³⁵ Cf. HENGSTL, *Private Arbeitsverhältnisse* (cit. n. 13), p. 25.

³⁶ *BGU* IV 1126; *P. Alex.* 8; *P. Kron.* 16; *P. Mich.* x 587; *P. Tebt.* II 384; *SB* IV 7358; *SPP* XXII 36. Cf. ADAMS, *Paramonê* (cit. n. 13), pp. 68–70; HENGSTL, *Private Arbeitsverhältnisse* (cit. n. 13), p. 25; WESTERMANN, ‘The Paramone’, (cit. n. 13), pp. 17–18.

³⁷ *P. Aberd.* 56, 12; *P. Flor.* I 44, 14; *P. Mert.* III 105, 21.

respectively.³⁸ Under Roman rule this verb, as well as the substantive *daneion*, re not applied in the context of the *paramonê* contract even in times and places, as in the first-century CE Arsinoitês, where it is otherwise still predominant.³⁹ It seems rather, that *daneion* and *paramonê* were set apart as two distinct types of contracts.⁴⁰

As already indicated, the *paramonê* arrangement is usually meant to enable him to defray some elements of the loan through the service of the person assigned. In some cases, this service would be applied toward both the capital and the interest,⁴¹ but it is more common for the service to cover the interest alone,⁴² or the interest plus the expenses relating to the debtor's maintenance of the assigned person while staying with the creditor.⁴³ The service is usually meant to begin immediately with the creation of the debt. The only exception is *P. Kron.* 16, where it would be reverted to only if the debt were not settled on time.

Not all contracts record the length of the stay,⁴⁴ and one could expect that in the absence of such an indication the contract would remain in effect until the debt is settled. In three documents this condition is explicitly stated.⁴⁵ In nine other cases, the contract articulates the duration of the stay, a possible indication that the main purpose of the con-

³⁸ CPR XVIII 18, 2; *P. Dura* 20, 4. Probably also in Alexandria. Cf. ADAMS, *Paramonê* (cit. n. 13), p. 70.

³⁹ Cf. *supra* n. 8.

⁴⁰ Cf., in particular, *P. Mil.* I 7 (38 CE, Theadelphia), regarding the liquidation of debts (ll. 13-20): ἀς ὠφείλεν ἢ τε Ταφανῆς σὺν τῶι | ἐα(υ)τῆς ἀδελφῶι Ἀρπατοῦθῶι, ὃς τετελεύ- | τηκεν, τῶ ἐμοῦ Ἀρείου πατρ(ε)ῖ Διδύ[μῳ] | Εὐηγείου, ὃς ὁμοίως τετελεύτηκεν, | κατὰ συν- | γραφᾶς δύο, μίαν μὲν | παραμονῆς δραχμῶν ἐξήκοντα, | τὴν δ' ἑτέραν δανείου πα[.....] | δραχμῶν ἑξοκοσι, κτλ. Compare also *P. Mich.* II 121 recto, col. III entries 3 and 4. Cf. also, ADAMS, *Paramonê* (cit. n. 13), pp. 72-73; WESTERMANN, 'The *Paramone*', (cit. n. 13), p. 17.

⁴¹ BGU IV 1126, 6-7; *P. Kron.* 16, 27-28; *P. Mert.* III 105, 22.

⁴² *P. Alex.* 8, 8-9 (restored); *P. Kell.* I 40, 9-10; *P. Oxf.* 10, 15; SB IV 7358, 10.

⁴³ *P. Flor.* I 44, 15-17; *P. Mich.* II 121 recto, col. III entry 3, l. 1-2; 121 recto, col. IV entry 8, l. 1; x 587, 7-8; *P. Tebt.* II 384, 18-20 (*hypographê*).

⁴⁴ Not indicated: *P. Kron.* 16. Not clear: *P. Aberd.* 56; *P. Alex.* 8; *P. Flor.* I 44.

⁴⁵ *P. Cair. Isid.* 80, 12; *P. Dura* 20, 7-9; *P. Kell.* I 40, 11-14. Cf. HENGSTL, *Private Arbeitsverhältnisse* (cit. n. 13), p. 29.

tract was not to provide the debtor with the credited capital, but to engage him at the service of the creditor in the course of the stated duration. The duration of the stay extends in these cases from several months to ten years.⁴⁶

P. Col. inv. 131 exhibits several features that are typical of loans with a service clause. One is the date and place of composition of the document. As shown by *P. Dura* 20, the service clause is not uniquely Egyptian. In Egypt it is attested in Kellis and in Alexandria, yet most of the documents – sixteen in all – stem from the Arsinoite nome, where *paramonê* was employed in the villages as well as in the nome's capital. The popularity of the *paramonê* in the Arsinoitês is also demonstrated to by the relatively large numbers of contracts of its kind that were composed and registered in the *grapheion* of Tebtynis in the 40s. CE⁴⁷ The present document originates from Theadelphia, a village that has already yielded another sample of the same type of contract: *P. Oxf.* 10 (98–102 CE). As for the date, even though the *paramonê* as an institution was certainly in existence in the Ptolemaic period,⁴⁸ with three or four exceptions all loan contracts with the service clauses are early Roman, with seven or eight, including P. Col. inv. 131 *recto*, dating to the first century CE.

Another fairly common feature is the plurality of the debtors. Three of the contracts in this group report two debtors,⁴⁹ in two of which they

⁴⁶ *BGU* IV 1126: 3 years; *CPR* XVIII 18: 10 years; *P. Mert.* III 105, 17–34: 4 months; *P. Mich.* v 241, 24–38: ten to twelve months; *P. Mich.* x 587: 1 year; *P. Oxf.* 10: 1 year; *P. Tebt.* II 384: 1 year; *PSI* x 1120: 1 year; *SPP* XXII 36: two years. Cf. also *P. Ross. Georg.* II 18, 274 (139–140 CE, Arsinoitês).

⁴⁷ Of a total of 1,434 contracts recorded in the *anagraphê* lists of 42–49 CE Tebtynis, forty-nine (that is around 3.5 %) record a *paramonê*-related transaction: *P. Mich.* II 121 *verso* (28 April – 28 August 42 CE) 2, 17; 4, 14; 5, 13; 5, 21; 6, 3; 7, 21; 9, 7; 9, 8; 9, 18; II, 3; 12, 15; *P. Mich.* II 123 *recto* (5 September 45 – 23 August 46 CE) 2.5; 3.11; 3.18; 6.7; 6.41; 8.3; 10.32; II, 25; II, 26; 12, 37; 12, 41; 12, 47; 13, 12; 14, 7; 19, 17; 22, II; *P. Mich.* II 124 (46–49 CE) *recto* 1, 15; 2, 20; *verso* 1, 27; *P. Mich.* II 125.15 (5–14, 9, 45 CE); *P. Mich.* II 128 (ca. 29, 8–27, 9, 46 CE) 3, 19; 3, 39; *P. Mich.* v 237 (after 3 October 43 CE) 1, 4; 1, 6; 1, 13; 1, 17; *P. Mich.* v 238 *recto* (after 26 December 46 CE) 1, 21; 2, 56; 2, 69; 2, 104; 4, 167; 4, 168; 4, 207; 4, 208; 4, 212; 4, 213; *P. Mich.* v 240 (46–47 CE) 1, 39; 2, 58.

⁴⁸ WESTERMANN, 'The *Paramonê*', (cit. n. 13), pp. 35–37.

⁴⁹ *P. Mich.* v 241 24–38; *P. Oxf.* 10; *P. Tebt.* II 384. Cf. also *P. Mich.* II 121 *verso* 5, 21; 9, 7; 9, 18; 12, 15; *P. Mich.* II 123 *recto* 6, 41; *P. Mich.* v 237, 1, 4; *P. Mich.* v 238 *recto* 2, 104.

are also known to be relatives: in *P. Mich.* 241, 24–38 they are father and son; in *P. Tebt.* II 384 they are siblings. The same phenomenon is also amply recorded in the related material.⁵⁰ In these instances, only one of the debtors personally undertakes service.⁵¹ This is also the case here: Pet[- -] together with his wife Taarmiysis takes from Nephērôs a loan of fifty-two drachmas. For this, it is Pet[- -] alone, not his wife, who enters a period of two years in Nephērôs' service. In this case, the debtor is to discharge his duties at the creditor's mill, a type of site specification that is not without parallels.⁵²

Eventually, the period of service came to an end. This event was marked by crossing out the document that gave evidence to its terms. The databank *Greek Law in Roman Times* (http://hudd.huji.ac.il/glrt_guest.aspx) currently records forty-nine crossed-out loan documents from the early Roman period.⁵³ In some of these contracts, the parties do not only apply *chiasmōs*, but the creditor also adds, in his own handwriting, an acknowledgment of the recovery of debt.⁵⁴ Such is the case with

⁵⁰ Loans taken by spouses in the context of a *paramonê* contract are also recorded in the petition *BGU* IV 1139 (5 BCE, Alexandria); the *anagraphê* entries *P. Mich.* II 123 recto 3, II, II, 25; 14, 7; 19, 17; 22, II (45–46 CE); v 237, 1, 13 (after 3 October 43 CE); 238 recto 2, 56 (46 CE, all the above from Tebtynis), and the petition *P. Ryl.* II 128, 18–20 (after 13 February 30 CE, Euhêmeria). *BGU* IV 1154 (10 BCE, Alexandria), documenting the termination of a *paramonê* contract, records a loan taken by two brothers and the wife of one of them. In *P. Mil.* I 7 (38 CE, Theadelphia), likewise recording the termination of a *paramonê* contract, the borrowers are siblings. The *anagraphê* entry *P. Mich.* II 123 recto 6.41 records a loan taken by a father and his son.

⁵¹ HENGSTL, *Private Arbeitsverhältnisse* (cit. n. 13), p. 27.

⁵² Six *paramonê* contracts report the location in which the debtor was to discharge his duties: *BGU* IV 1126, 9–10: ἐν ᾧ [κ]έ[κρηται] | αὐτῇ ἢ Ταφεισῆς ζυτοπωλίωι; *P. Aberd.* 56, 14: [ἐν τῇ τοῦ] Ἀχελλέως τοῦ καὶ Ἰσχυρίω[vos οἰκίᾳ]; *P. Flor.* I 44, 20–21: ἡτοῖ | [κα]τ' οἰκίαν ἢ κατ' ἀγρό[ν]. The same formulation is also used in *P. Kron.* 16, 27; *P. Mich.* v 241, 33–34: πηλοπατῶν (read πηλοπατοῦντα) ἐν τῷ τοῦ Πάτρω(vos) | κεραμίω; *SPP* xxii 36, 9: ἐργαζομένην παρ' οὐ (read: ᾧ) ἐὰν βούληται ὁ Ἀγχ[ῶφι]ς γερδίω.

⁵³ http://hudd.huji.ac.il/ArtLogon.aspx?project=GLRT&username=u_crossed+out+loans-2&password=KILSOGYHCEVOESTFBKGP

⁵⁴ [The dates are of the settlement of debt] *BGU* I 101, 32–37 (= *MChr.* 249, 115 CE, Arsinotês); II 472 col. II passim (= *MChr.* 161, 141 CE, Karanis); *P. Mich.* IX 571, 19–32 (96–98 CE [?], Karanis); *P. Oxy.* II 267, 34–39 (= *MChr.* 281, 43 CE, Oxyrhynchos); *P. Ups. Frid.* 3,

the present document. However, differently from the above instances, the acknowledgment in P. Col. inv. 131 *recto* runs perpendicular to the contract, on the left margin from top to bottom.

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25-30 (123 CE, Oxyrhynchos); *PSI* x 1142, 30-31 (155 CE, Tebtynis); *SB* x 10234, 10-15 (= *P. Oxy.* II 323 *descriptum*, 35 CE, Oxyrhynchos); 10246, 26-33 (= *P. Oxy.* II 304 *descriptum*, 56 CE, Oxyrhynchos); *SPP* xxII 82, 9-12 (2nd cent. CE, Soknopaiou Nêsos).