'AND HOW MUCH DO YOU OWE ...? TAKE YOUR BILL, SIT DOWN QUICKLY, AND WRITE ...' (LUKE 16:5-6)

Luca Marulli

Summary

The parable found in Luke 16:1-8a has very often puzzled Christian commentators. The history of its interpretation shows that only a few fathers accepted the challenge to interpret it (mostly allegorically).\(^1\) Today we are all the more aware of the benefit of understanding the socio-economic backdrop of such an unsettling story.\(^2\) This essay is an attempt to shed light on the meaning of the parable in the context of debt contracts and rates of interest in first-century Palestine. We shall start by a short description of the pyramidal social structure, the relational function of honour/shame values, and debt reduction dynamics in first-century Roman Palestine. The second part of this article will review some biblical, rabbinical and non-literary papyri

¹ For a recent survey see Brian C. Dennert, 'Appendix: A survey of the interpretative history of the parable of the Dishonest Steward (Luke 16:1-9)' in *From Judaism to Christianity: Tradition and Transition. A Festschrift for Thomas H. Tobin, S.J., On the Occasion of His Sixty-fifth Birthday*, ed. Patricia Walters (Supplements to Novum Testamentum 136; Leiden: Brill, 2010): 145-52. The patristic interpretation of the parable of the shrewd steward has been reviewed by Pierre Monat, 'L'exégèse de la parabole de "L'intendant infidèle", du IIe au XVIIIe siècle', *Revue des études augustiniennes* 38 (1992): 89-123.

² Among those who specifically approach this parable from the socio-economic viewpoint are: J. Duncan M. Derrett, 'Fresh light on St. Luke XVI. I. The parable of the Unjust Steward', NTS 7 (1960–61): 198-219 [whose conclusions have been somehow adopted most notably by J. A. Fitzmyer, 'The Story of the Dishonest Manager (Luke 16:1-13)', TheolStud 25 (1964): 23-42, and I. H. Marshall, The Gospel of Luke (NIGTC; Grand Rapids: Eerdmans, 1978): 614-17]; Giorgio Girardet, Lecture politique de l'évangile de Luc (Bruxelles: Vie ouvrière, 1978); J. S. Kloppenborg, 'The Dishonoured Master (Luke 16:1-8a)', Biblica 70 (1989): 474-95; J. Dennis Ireland, Stewardship and the Kingdom of God: An Historical, Exegetical, and Contextual Study of the Parable of the Unjust Steward in Luke 16:1-13 (Supplements to Novum Testamentum 70; Leiden: Brill, 1992); J. G. Lygre, 'Of What Charges? (Luke 16:1-2)', Biblical Theology Bulletin 32 (2002): 21-28.

sources on the topic of loans and debts in order to shed light on the practice of lending/borrowing money and goods, as well as some practical aspects referred to in the parable of the shrewd steward, such as the possible contractors, the rates of interest, the steward's share, and the documents used in the context of ancient loans.

1. First-century Roman Palestine: Social Structure, Honour/Shame Values, and Debt Reduction

The parable of the Shrewd Steward refers to an agrarian and hierarchically structured society lacking a 'middle class' proper. A large population of peasants (90-95%) were obliged to work for the elite class of owners (1-2%), to whom they were mostly linked through the often unpopular work of retainers or stewards. We might number those involved in military matters (soldiers), in governmental, administrative, and judicial affairs (for instance bureaucrats, educators, scribes and Pharisees), and also in priestly offices as belonging to the latter class.³ Retainers and stewards could not be considered as an actual middle class since their power was 'derived' and the possibility of falling back 'into the peasantry' was a haunting companion.⁴ Among the peasants we find tenant farmers and their slaves, day labourers and manumitted slaves who, despite their acquired status of freedman, were de facto socially doomed to work and be considered as slaves. As a matter of fact the freedmen or *liberti* remained very often at the service of landowners despite their newly acquired status.⁵ In the parable of Luke 16:1-8a the manager appears to aspire to keep the same status

³ G. E. Lenski, *Power and Privilege: A Theory of Social Stratification* (New York: McGraw-Hill, 1966). The seminal work of Lenski on social stratification has been reassessed in recent times by Randal Collins in his 'Lenski's power theory of economic inequality: A central neglected question in stratification research', *Sociological Theory* 22/2 (2004): 219-28.

⁴ J. G. Lygre, 'Of What Charges?', 21. See also A. J. Saldarini, *Pharisees, Scribes, and Sadducees in Palestinian Society* (Wilmington: Michael Glazier, 1988): 41. Since Lygre's article provides abundant references to the relevant scholarly literature, such references will be kept to a minimum in the footnotes to this article.

⁵ See S. N. Eisenstadt and L. Roniger, *Patrons, Clients, and Friends* (Cambridge: CUP, 1984): 54-55; J. Andreau, 'The Freedman' in *The Romans*, ed. A. Giardina (Chicago: The University of Chicago Press, 1993): 179; and also C. S. de Vos, 'Once a Slave, Always a Slave? Slavery, Manumission and Relational Patterns in Paul's Letter to Philemon', *JSNT* 23 (2001): 89-105.

even after a possible failure in maintaining his job position with the master. It would seem, then, logical to conclude that he was a free man.

One of the 'social glues' of this pyramidal structure was the relational function of honour/shame values. Honour played—and still does—an important role in Middle-Eastern societies. As a wife was supposed to honour her husband, and as a landowner was supposed not to shame members of the retainer class, so a steward was expected to act and speak in ways that would not heap shame upon the landowner.⁶ The shrewd manager of the parable thus puts his master in a very delicate position: by reducing the debts of his master's debtors, the steward upholds (in the eyes of the debtors) the master as a person worth of honour, so that he (the master) may be publicly and widely praised for his generosity. On the other hand, the master cannot reinstate the original amounts of the debts, because 'if he reinstated the original amounts, then he would be dishonoured for refusing to uphold what all thought was a legitimate agreement. And so, he simply commends the manager for acting "shrewdly". 7 Honour/shame values then seem to somehow interfere with loan contracts. Changing or reinstating the terms of a contract is influenced not only by economic motives, but also by the public perception and appreciation of one's ability to avoid embarrassment. One needs, however, to bear in mind that this parable is not a mere assessment of contemporary cultural values. Jesus' aim is to announce the Kingdom of God and the new ethics that it generates. Jesus employs the debt-remission practice as a symbol of socio-religious justice: in Mt 18:23-34 and Mt 6:9-12, for instance, debt-cancellation is taken as symbol of God's forgiveness and, conversely, God's forgiveness as an appeal for debt-remittance.⁸

The utopian concept of a self sufficient, egalitarian and sympathetic Jewish community seems to be influenced by the politico-economic changes that transformed Palestine into a highly hierarchical society.

⁶ Lygre, 'Of What Charges?', 22.

J. L. McLaughlin, *Parables of Jesus*, (Ottawa, Novali: St. Paul University, 2004): 79-80.

⁸ See C. S. A. Cheong, *A Dialogic Reading of The Steward Parable (Luke 16:1-9)* (Studies in Biblical Literature, 28;, New York, Peter Lay Publishing Inc., 2001): 148-49, and Giovanni M. Bazzana, '*Basileia* and Debt Relief: The Forgiveness of Debts in the Lord's Prayer in the Light of Documentary Papyri', *CBQ* 73/3 (2011): 511-25 (the latter, by comparing documentary papyri with the Lord's prayer, persuasively suggests that the debt remittance language is aimed to subvert the Hellenistic royal ideology and propaganda).

The Mosaic law expressed in Exodus 23 regulates debt-reduction in an agricultural society which tends to be intrinsically more egalitarian and less hierarchical. But Jewish society evolved into a less rural and more urbanised and centralised structure: texts such as Deuteronomy 15:1-3 ('release' = MT: מַמְּמָשֵׁר; LXX: ἄφεσις) seem to refer to the cancellation of non-commercial loans. Another step towards an even more socially stratified and politically centralised society is seen in 1 Maccabees 13:36-40¹⁰ and 15:1-9,¹¹¹ where the remissions are made in the name of a political interest: by forgiving taxes and debts, King Demetrius—and subsequently his son Antiochus—makes the Jews political clients who are now obliged to provide military cooperation.¹²

Although it is true that 1 Maccabees does not deal with private debt remittance, it is widely accepted that the first Jewish revolt (66–70 AD) was *inter alia* fuelled by 'an unbalanced economy caused by overcapitalised Jerusalem elite and an increasing debt burden on the peasantry'. ¹³ Kloppenborg sees in the destruction of the debt archives

⁹ Cf. G. Chirichigno, *Debt-Slavery in Israel and the Ancient Near East* (JSOTSup, 141; Sheffield: JSOT Press, 1993): 274-75.

¹⁰ 'King Demetrius sends greetings to Simon the high priest, the friend of kings, and to the elders and the Jewish people. We have received the gold crown and the palm branch that you sent. We are willing to be on most peaceful terms with you and to write to our official to grant you release from tribute. Whatever we have guaranteed to you remains in force, and the strongholds that you have built shall remain yours. We remit any oversights and defaults incurred up to now, as well as the crown tax that you owe. Any other tax that may have been collected in Jerusalem shall no longer be collected there. If any of you are qualified for enrolment in our service, let them be enrolled. Let there be peace between us' (NAB).

¹¹ 'Antiochus, son of King Demetrius, sent a letter from the islands of the sea to Simon, the priest and ethnarch of the Jews, and to all the nation, which read as follows: "King Antiochus sends greetings to Simon, the priest and ethnarch, and to the Jewish nation. Whereas certain villains have gained control of the kingdom of my ancestors, I intend to reclaim it, that I may restore it to its former state. I have recruited a large number of mercenary troops and equipped warships to make a landing in my country and take revenge on those who have ruined it and laid waste many cities in my realm. Now, therefore, I confirm to you all the tax exemptions that the kings before me granted you and whatever other privileges they conferred on you. I authorize you to coin your own money, as legal tender in your country. Jerusalem and its temple shall be free. All the weapons you have prepared and all the strongholds you have built and now occupy shall remain in your possession. All debts, present or future, due to the royal treasury shall be cancelled for you, now and for all time. When we recover our kingdom, we will greatly honor you and your nation and the temple, so that your glory will be manifest in all the earth" (NAB).

¹² See Cheong, A Dialogical Reading, 145-46.

¹³ J. S. Kloppenborg, 'The Dishonoured Master', 485.

described by Josephus (*Bell.* 2:427) a clear sign of a widely spread economic discomfort among the indebted lower class, i.e. the peasants. Replaced in its original *Sitz im Leben*, Jesus' parable on debt-reduction sounds as a call to generosity capable of going even beyond the necessary attenuation of domineering relationships between the upper and lower classes.¹⁴

We shall rapidly review some biblical, rabbinical and non-literary papyri sources on the topic of loans and debts; an analysis of some practical aspects of ancient debt contracts will follow.

2. Loans in the Torah, Rabbinic Literature and Papyri

There are various texts in the Hebrew Bible which deal with loans: Deuteronomy 15:7-11; 23:19-20; Exodus 22:25; and Leviticus 25:36-37. However it is remarkable that the Torah does not seem to deal specifically with business loans¹⁵ and that no punishment is prescribed for taking interest. 16 Because of such a lack of regulation on business loans, Derrett maintains that in first-century Palestine all the Pharisees agreed on the principle that biblical usury (hence, an interest applied on a personal loan) didn't have to involve violence: if the interest was paid 'under duress' it 'could be recovered with the aid of the civil court, which could force the lender by flagellation, if necessary, to pay back what he had wrongfully taken'. 17 According to Derrett, a man could lawfully borrow wheat 'without fixing a time for repayment' and 'even though the market-price is unknown to the parties'. 18 That loan, even if it were of a business nature, was subject to the wide 'civil regulations' found in the Torah. Such civil regulations would be adopted in the business domain to the extent that 'if it could be shown that the borrower was under no immediate necessity to borrow the object in

¹⁴ Cf. D. E. Oakman, *Jesus and the Economic Questions of His days* (Studies in the Bible and Early Christianity, 8; Lewinston/Anceston: The Edwin Mellen Press, 1986): 151.

¹⁵ H. Gamoran, 'Talmudic Usury Laws and Business Loans', JSJ 7 (1976): 129.

¹⁶ Derrett, 'Fresh Light', 205. Derrett also quotes Lev. 35:36, 38; Num. 15:38, 41; and Lev. 19:36 as interpreted in *B. Metzia* 61b.

¹⁷ Derrett, 'Fresh Light', 205-206. He also refers to the (alleged) substantial incompatibility between Greek and Jewish practice regarding loans and agency as expressed in texts such as Bk 38a and Bk 113b (p. 200).

¹⁸ Maimonides, *Mishneh Torah*, XIII, 3 ch. 10.2, 114, quoted by Derrett, 'Fresh Light', 208.

question, it seems a loan of such an object in circumstances facilitating the taking of hidden interest was unobjectionable'.¹⁹

Among the seven examples of loan contracts Derrett found in the rabbinical literature,²⁰ two could fit the scenario of the parable of the Unjust Steward: 'I will pay Reuben 10 kor of wheat at the harvest'. Comment: 'dust of usury',²¹ not recoverable in the courts. But not 'dust of usury', and unobjectionable, if the promisor had some wheat, however little' (*B. Metzia* 75a; 72b); and 'I owe Reuben 10 kor of wheat'. Comment: 'dust of usury', not recoverable in the courts. But not 'dust of usury', and unobjectionable, if the promisor had some wheat' (*B. Metzia* 65a-b).²² According to the above scenarios, Derrett thinks that in Luke 16 we have a:

reinstatement of the debts owned by the debtors in terms of a common comestible, the time for payment not being stated the rate and the value not being stated, and the whole thing characteristic of an objectionable transaction most probably saved by the loophole in the rabbinical provisions²³

The inherent problem in Derrett's argument is that it is built on the assumption that rabbinic texts from the Babylonian Talmud are actually representative of first-century Palestinian Judaism. Jacob Neusner is not even able 'to trace any of the Mishnah's divisions Neziqin ('Damages') into the period before the wars (i.e. before 70

¹⁹ Derrett, 'Fresh Light', 208.

²⁰ Derrett, 'Fresh Light', 211-12.

²¹ Dust of usury is defined by Derrett as follows: 'Contracts of indebtedness with non-specific allusion to usury or interest rates. They were considered suspect and morally bad anyway, since there was always a chance that the lender might increase his capital at the borrower expenses', Derrett, 'Fresh Light', 207. Some exceptions are the loans of mere temporary convenience (*B. Metzia* 36b), the loans between rabbis or for the use of the temple (*B. Metzia* 57b), and the loans of the property of minors for their advantage (*B. Metzia* 69b-70a): Derrett, 'Fresh Light'.

²² These two examples come from the Babylonian Talmud (Bavli). The very late dating of the Bavli and its geographical provenance (Babylon, not Palestine) beg the question of their relevance. Although the texts Derrett is citing are Talmudic comments on Mishnah BM.5.5 ('R. Simeon b. Gamaliel said: a calf may be assessed with its mother, and a foal with its mother. And one may offer an increased land rental without fear of usury'—Simeon was active in the mid-Second Century; the author thanks David Instone-Brewer for his helpful remarks), the Bavli is not only of a much later provenance than the Mishnah, the earliest rabbinic document, but also written in Babylonia, not Palestine, often reflecting the concerns and realities of *that* region of the Jewish Diaspora.

²³ Derrett, 'Fresh Light', 212; cf. also BM72a. Derrett imagines the contracts in Luke's parable as 'contracts which were expressed in terms of oil, but in fact were restatements or liquidation of indebtedness which had quite other origins' (p. 208).

AD)'.24 The problem with the usage of such late rabbinic texts does not only concern their dating but their very nature. It is clear that many rabbinic passages strive for *normativity* and are not interested in recounting history. In other words, they are often prescriptive rather than descriptive. In addition, the question about the very hyphenation of the epithets rabbinic and pharisaic continues to be debated, some even positing that the rabbinic sages did not view themselves as the successors of the Pharisees, projecting this image only very much later during the Amoraic period.²⁵ Moreover, the question of the extent to which rabbinic halakah reflected the practices of non-rabbinic Jews in Palestine and the Diaspora continues to be a contested issue.²⁶ Finally, it is necessary to differentiate between business loans and private loans: while the biblical law does not cover business loans, during the Second Temple period there is an increasing demand for this kind of transaction, but it is in the Talmudic period (especially in Babylonia under the influence of the Amoraim, since the beginning of the Third Century AD) that there is an attested regulation —and fierce critique of loans of a business character.²⁷ Derrett's approach seems then to be anachronistic or at best under-documented, because it is precisely the Talmudic literature (hence the Babylonian rabbis) that held in contempt trade (and its immoral profits), idealising and fostering 'an ideology of self-production'.

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²⁴ Kloppenborg, 'The Dishonoured Master', 485.

²⁵ See Shaye J. D. Cohen, 'The Significance of Yavneh: Pharisees, Rabbis, and the End of Jewish Sectarianism', *Hebrew Union College Annual* 55 (1984): 27-53: 'In all likelihood most of the rabbis were Pharisees, but there is no indication that the rabbis of the Yavnean period were motivated by a Pharisaic self-consciousness' (p. 27). Cf. also Peter Schäfer, 'Die sogennante Synode von Jabne', *Judaica 31* (1975): 54-64, and G. Stemberger, *Farisei, sadducei, esseni* (Studi Biblici 105; Brescia: Paideia Editrice, 1993; tr. from German edn: 1991). The author wishes to thank Isaac Oliver for his insights on this matter.

²⁶ H. L. Strack and G. Stemberger, *Introduction to the Talmud and Midrash* (2nd edn; Minneapolis: Fortress Press, 1996): 'Rabbinic Judaism probably never represented the only manifestation of Jewish life; and it was only through centuries of development that it became the 'normative' Judaism which it was often assumed to have been for the entire period' (p. 5). See the recent discussion of rabbinic halakah and epigraphy (taking a certain stance on it) in Albert I. Baumgarten, Hanan Eshel, Ranon Katzoff and Shani Tzoref, eds., *Halakhah in Light of Epigraphy* (Journal of Ancient Judaism Supplements 3; Göttingen: Vandenhoeck and Ruprecht, 2011): 'At the extremes, the solutions are simple but unrealistic: at one end, the Rabbis controlled all aspects of ancient Jewish life; at the other, the Rabbis were a small island in a vast sea of Jews who lived their lives in ignorant bliss of rabbinic regulation. Yet, common sense suggests that the truth must lie somewhere between these poles' (p. iii).

²⁷ Gamoran, 'Talmudic Usury Laws', 129.

As a matter of fact, even Sifre Deuteronomy, a Tannaitic Midrash from Palestine, written sometime in the Third Century AD, therefore earlier than the Bavli (Babylonian Talmud) and also from the same region as the historical Jesus, highlights the 'utopian ideal of the sage' as expressed in a midrash of Deuteronomy 32:12: 'The Lord alone did lead him', that there should not be among you people engaged in the business of nothing' (Sifre Deut. 315).²⁸ Nevertheless, this citation does not go against our overall argument since it rather illustrates that such a utopian ideology is not descriptive of reality: the rabbinic texts are often prescriptive, not descriptive in their nature. Many rabbinic traditions 'express sorrow over the gap between reality, an open system to some extent, and the idea, a closed one'.29 In Jesus' time, only the lending with interest of food and clothes to poor and marginalised people was considered a regrettable and iniquitous practice, while usury was commonly practised in other contexts (cf. Josephus, Ant 4:266-270). The Gospel of Luke also offers another example of 'accepted' loan practices in 19:12-27, especially verses 22-23.30

The most convincing argument against Derrett's conclusions and methodology comes from the study of papyri. Many loan agreements have been unearthed in Palestine and especially Egypt (because of the ideal environment conditions for the conservation of the fragile papyri). Though most of the loan-contract papyri have been found in Egypt, there are arguments to accept an extrapolation from contemporary loan documents from Egypt and surrounding areas. *Mur* 114 (AD 171?), for instance, offers an example of how fixed formulae were already broadly used among contractors. One of the contractors is a Roman soldier, and the contract has been written in Greek.³¹ However, apart from some minor variations, the structure and wording are similar to papyri found in Egypt and also in Dura Europos (Syria).³² Such little differences are easily explained by the influence of the local idiom and

²⁸ S. Safrai, *The Economy of Roman Palestine* (London/New York: Routledge, 1994): 358.

²⁹ Safrai, Economy, 427.

³⁰ 'His master replied, 'I will judge you by your own words, you wicked servant! You knew, did you, that I am a hard man, taking out what I did not put in, and reaping what I did not sow? Why then didn't you put my money on deposit, so that when I came back, I could have collected it with interest?'' (NIV). See Kloppenborg, 'The Dishonoured Master', 485, n. 37.

³¹ Text and translation in P. Benoît, J. T. Milik, R. De Vaux, *Les Grottes de Murabba'ât*, vol II: Textes (Oxford: Clarendon Press, 1961): 240-43.

³² Benoît, Milik, De Vaux, Les Grottes de Murabba'ât, 240.

by 'regional habits'.³³ Jews were commonly involved in business loans with a stated rate of interest and with the clear commitment to repay the lender even during the sabbatical year.³⁴ In fact, to bypass the inconveniences caused by the fact that people refrained from lending goods and money if too close to the *shemittah* (Deut. 15:1-11), a secured, sabbatical-proof loan called *prosbul* had been established.³⁵ There is evidence that the *prosbul* or something very similar to it was already known under Nero, and probably before.³⁶

In summary, the loans described in the parable do not seem to be under any kind of moral judgement. The steward is not diminishing debts on the basis of a religiously driven motive because business loans were not regulated by the Torah's laws on lending. The manager is *shrewd*, not pious.

We shall now turn to some of the technical aspects of ancient business loans described in the parable of Luke 16:1-8a, such as the quantities of goods involved, the possible contractors, the rate of interest, the steward's share, and the document on which the loan and the subsequent changes were registered.

3. Quantities

A look at the quantity of oil and wheat owed to the master of the parable will help us to better identify the kind of lender and borrowers we are dealing with. One may be surprised by the variety of results

³³ Benoît, Milik, De Vaux, Les Grottes de Murabba'ât, 243.

 $^{^{34}}$ See for instance CPJ 411 and Mur 18, cited by Kloppenborg, 'The Dishonoured Master', 484.

³⁵ A prosbul (פרובול) or פרובול) is a secured loan 'which might otherwise have been cancelled during the Sabbatical year' (Kloppenborg, 'The Dishonoured Master', 486). The word seems to be the abbreviation of the Greek expression $\pi p \circ g$ βουλβ βουλευτω v ('before the elders' assembly'). The rabbinical tradition traces its origin to Hillel (c. 60 BC to AD 10), 'who ordained it, because people refrained from lending money when the Sabbath year was near, so that the biblical tradition of 'shemitta' is adapted to a new situation' (Cheong, A Dialogical Reading, 163). Cf. Sifre Deut. 113, a midrash composed around AD 350–400, but which could be rooted in a tannaic tradition attributed to Rabbi Aquila ben Joseph (AD 120–140) (Cheong, A Dialogical Reading, 193).

³⁶ See for instance *Mur* 18 (AD 55/56): '(the money) will be paid back to you with the (interest) of a fifth, and (this until it) is fu[lly] reimbursed, even if it is a sabbatical year'. My translation based on the reconstructed text of Benoît, Milik, De Vaux, *Les Grottes de Murabba'ât*, 100-104. For other relevant examples see Kloppenborg, 'The Dishonoured Master', 486.

encountered when trying to calculate the equivalent of one hundred and ten baths of oil and one hundred kors of wheat in litres.³⁷ Here are a few examples.

According to Schottrof, one hundred bats of oil are equivalent to thirty-six thousand five hundred litres, while one hundred kors of wheat are about three hundred and sixty-four thousand four hundred litres.38 This is clearly a mistake, possibly ascribable to the English translation of the original manuscript in German. John McLaughlin seems to be more correct when stating that one hundred baths of oil are about four thousand litres, and one hundred kors of wheat are three thousand nine hundred and thirty litres.³⁹ Jeremias, quoting Dalman, gives: one hundred baths of oil as three thousand six hundred and fifty litres (the value of one thousand denarii), while one hundred kors of wheat as thirty-six thousand four hundred and forty litres (=two thousand five hundred denarii / forty-two hectares needed).⁴⁰ These variations in equivalences might be explained by the fact that no rigid or universal conversion measure existed, since Flavius Josephus is also inconsistent as to the equivalence of cori and Attic (or Athenian) medimni (unities of dry capacity): '... no less than seventy cori of flour were brought into the temple [...], these cori are [...] forty-one Athenian medimni...' (Ant. 3:15:3); '...that the number of cori of wheat, of ten attic medimni apiece...' (Ant. 15:9:2).41

Despite the variations, it is safe to assume that the characters in the parable are dealing with important commercial quantities rather than small household loans.⁴² Hence the borrowers seem to be more akin to tenants in their own right, such as large farmers, than mere sharecroppers.⁴³

The bat or bath (\square) is a liquid measure; the cor or kor (\square) is a dry measure.

³⁸ Louise Schottroff, *The Parables of Jesus* (Minneapolis: Fortress Press, 2006; tr. by Linda M. Maloney): 159.

³⁹ McLaughlin, Parables of Jesus, 79.

⁴⁰ Joachim Jeremias, *Le Parabole di Gesù* (Biblioteca di Cultura Religiosa, 3; Brescia: Paideia, 1973; German 1st edn: 1952): 22; cf. G. Dalman, *Arbeit und Sitte in Palästina*, III (Gütersloh: Berteismann,1933): 152 for the wheat; IV (1935): 192 for the oil.

⁴¹ Cf. R. Alan Culpepper, Gail R. O'Day, *Luke-John* (NIB, vol. IX; Nashville: Abingdon Press, 1996): 308. Compare also the slightly different digits given by L. Fonck, *The Parables of the Gospels. An Exegetical and Practical Explanation* (Ratisbon/Rome/New York/Cincinnati: Frederick Pustet & Co, 1915; tr. by E. Leahy from 3rd German edn): 597.

⁴² Cf. Ezra 7:22.

⁴³ So also Kloppenborg, 'The Dishonoured Master', 486.

4. The Contractors

The parable gives no details on the master's or debtors' identity. As a matter of fact, since the debtors are very likely tenants themselves, and the parable does not clearly mention loans proper but rather debts (τῶν χρεωφειλετῶν, 'the debtors', Luke 16:5; πόσον ὀφείλεις, 'how much do you owe?', Luke 16:5, 6), one could even posit that the debtors are not necessarily borrowers but rather tenants who have agreed to rent land for wheat cultivation and an olive grove at a fixed rate of return (in addition to or instead of the half shares).⁴⁴ In this regard there are several papyri attesting the existence of land leases on the basis of half shares of the harvest *plus* fixed-rate loans determined by the contract. Take for instance *P. Mich* 12:634 (AD 25/26):

[...] Patynis, son of Harpaesis, [...] acknowledges to Orseus, son of Plasos, farmer, Persian of the epigone, [...] that he has leased to him for the coming thirteenth year of Tiberius Caesar Augustus [...] seven arouras stated to be in the Tkanabis district, seven arouras of land or however many there are on the basis of half shares, free from public charges, for the cultivation of wheat, (the rent being) in entirety forty artabas of wheat [...]. The right of execution rests with both of them or with their representatives and on all his property as if in accordance with legal decision. [...]. 45

This hypothesis is also shared by Fonck, who even differentiates between at least two kinds of tenants, 'the שוכר or the [...] [who] paid a fixed amount, the former in money, the latter in produce'.⁴⁶

The Mishna also regulates loans with a fixed rental. For instance, *B. Metzia* 9:2 reads:⁴⁷

If a man leased a field from his fellow and it was an irrigated field or a tree plantation, and the spring dried up or the trees were cut down, he may not give less than his agreed rental. But if he had said, 'Lease me this irrigated field, or this tree plantation', and the spring dried up or the trees were cut down, he may give less than the prescribed rental.

⁴⁴ Kloppenborg, 'The Dishonoured Master', 482.

⁴⁵ Excerpts from the text in translation from G. M. Browne, *Michigan Papyri (P. Mich XII)* (American Studies in Papyrology, vol. XIV; Toronto: A. M. Hakker Ltd, 1975): 24-27.

⁴⁶ Fonck, *The Parables*, 659; see also p. 599.

⁴⁷ All quotations from the Mishna come from H. Danby, *The Mishanah. Translated from the Hebrew with Introduction and Brief Explanatory Notes* (London: Oxford University Press, 1933).

Also *T. Demai* 6:2 precises:

'If he hired a field from a gentile he must set aside Tithes [as well as Heave-offering] and then make payment. R. Judah says: 'Also if he leased from a gentile the field of his fathers he must set aside Tithes as well and then make payment'.

Another possible scenario is that of debtors as wholesalers instead of tenants. It was not uncommon that wholesalers would sell their wares prior to harvest time. The promised quantity of crops had to be then delivered despite the variation in price that might have occurred in the mean time.⁴⁸ In any case, given the extent of the debts described in the parable, it is very likely that the rich man of the parable was a patron who helped clients to acquire slaves, seasonal workers, seeds, land and tools in order to be able to produce. Such a patron could even be a useful reservoir when a client was unable to honour taxes.⁴⁹ Obviously, such a lender/debtor relationship was almost exclusively to the material, social and political advantage of the patron.

5. Rates of Interest

According to Derrett, the traditional rates of interest on a loan of wheat was 25-33%.⁵⁰ As for the oil, he posits a rate of interest equal to 100%.⁵¹ In order to defend this assumption, he quotes *Indian law*: 'Indian law tells us that loan of listed articles, all of which are subject to undetectable or inseverable adulteration, for example, oil, wine, soil, base metals, are subject to a very high rate of interest.'⁵²

On the other hand, a large number of Egyptian non-literary papyri show that loans of wheat (and barley) were subject to an interest rate of 50%. The standard formula was 'I, (name 1), have received from (name 2) the sum of (sum) *artabae*, including the added half (*meta tês hémiolias* or *syn hêmiolia*), which I will repay...'.53 The Greek noun *hēmiolia* carries the meaning of 50% (at least) of interest from the

⁴⁸ Schottroff, The Parables, 159.

⁴⁹ Lygre, 'Of What Charges?', 22-23.

⁵⁰ 20% of interest + 5% of insurance (fall in market place, adulteration, etc.), on the basis of *B. Metzia* 65a and 72b: Derrett: 'Fresh Light', 214.

⁵¹ Derrett: 'Fresh Light'.

⁵² Derrett: 'Fresh Light', 215.

⁵³ Kloppenborg, 'The Dishonoured Master', 483.

Third Century BC up to the Fifth Century AD (cf. P. Amh 147).⁵⁴ Jerome († 420), at the beginning of the Fifth Century, still talks about 50% of interest on oil, wine and wheat.55

The same formula meta tês hémiolias or syn hêmiolia is employed when, instead of produce, the loan deals with money, though Kloppenborg notes that 'in connection with loans of currency,[...] it is normally found in the section dealing with penalties for default: P. Oxy 1471 (AD 81); P. Oxy 1641 (AD 68); P. Tebt 818 (AD 174)'.56 Broshi also adds evidence that the interest rate for money loans was about 50% or more: studying P. Yadin 11 (II sec. AD), a document dealing with a newly-wedded (or about to be married) debtor named Judah, who borrows from a Roman centurion 60 (?) denarii to be reimbursed in eight months at an interest of one denarius a month. However, the amount of borrowed money was originally written as forty denarii, but it was corrected with sixty after a line had been drawn through the old amount. It is possible that Judah received forty denarii but was subsequently asked to reimburse sixty, which means that the actual interest rate was even higher than 50%.⁵⁷ Mur 114 (lines 15-16) provides evidence of some attempt to control the interest rates, since there is a reference to a fixed decree (ek diatagmatos) regarding the interest on loan of currency. The expression ek diatagmatos reminds

⁵⁴ Cf. P. Cairo Zenon 59414; CPJ 411 (AD 3); P. Tebt. 110 (AD 92 or 59): 'Petesouchus [...] son of Selebous, Persian of the Epigone, to Hermias [...], greeting. I acknowledge that I have received from you 241/2 artabae of wheat with an additional one half, which I will repay to you [...]', excerpt from A. S. Hunt, C. C. Edgar, Select Papyri, vol I: Non-Literary Papyri, Private Affairs (London: William Heinemann Ltd/Cambridge: Harvard University Press, 1959) (1932): 203; P. Oxy 1040 (AD 225); P. Columbia 7.176 (AD 325): 'Aurelia Tamaleis [...] acknowledges that she has received and has had measured out to her from Eutropios [...] through his agent Poeris, 38½ artabae of wheat including the additional one-half, which she, the acknowledging party, is of necessity of repay without delay on the appointed day in the month of Pauni of the present year [...]. I, Aurelia Tamaleis, have received the thirty-eight and a half artabae of wheat, and I will repay them on the proper day as foresaid. I, Chaireas, wrote for her because she is illiterate', excerpt from R. S. Bagnall, ed., Columbia Papyri VII. Fourth Century Documents from Karanis (American Studies in Papyrology, vol. 20; Missoula: Scholars Press, 1979; Transcribed by R. S. Bagnall and N. Lewis): 187-88.

⁵⁵ Comm. in Ezechielem Prophetam 6.18.5-9; see Naphtali Lewis, 'The Meaning of syn hēmiolia and Kindred Expressions in Loan Contracts', Transactions and Proceedings of the American Philological Association 76 (1945): 126-39.

⁵⁶ Kloppenborg, 'The Dishonoured Master', 483, n. 34.

⁵⁷ M. Broshi, 'Agriculture and Economy in Roman Palestine: Seven Notes on the Babatha Archive', IEJ 42 (1992): 239.

Benoît of the *kata to diagramma tokoi* of Ptolemaic Egypt (305 BC-AD 31).⁵⁸

In the parable of Luke 16:1-8a the manager forgives 50% of the oil debt and 25% of the wheat debt (vv. 6-7). The extant documentation does not seem to shed light on the underlying reason for the manager's choice. One answer could be that, although a general practice on loan interest existed on a wide geographic area (from Egypt to Syria), it is also possible that every region—according to the local crop yielded that particular year—managed to have its own rates on a particular good. In the parable, it could be that the manager is cancelling (only) the interest related to the debts: 50% of the oil debt, that is the interest on the good according to the known syn hēmolia-loan on papyri, and 25% of the wheat debt, that is the interest on wheat debt as we have it codified at a later time in rabbinical literature. This hypothesis, that is, that the steward is forgiving only the interest on the debt, is strengthened by the fact that even in the case of the so-called interestfree (atokos) contracts, such as P. Lond 3:1203 (114/113 BC) and P. Rein I (114/113–104/103 BC), 'the majority either bore interest in some non-monetary form (e.g. the right to use the debtor's property) or, as appears to be most frequently the case, included the interest along with the principal'.59 Hence, when in loan contracts, Kloppenborg translates the word atokos as 'with no additional interest', as opposed to entokos, which refers to interest added to the amount of money or good to be given back (amount *already* including interest).

It is not unlikely that authentic interest-free arrangement between family members or friends occurred, but in the parable of Luke 16:1-8a there is no indication that lender and borrowers are family or related in any way. On the contrary, the parable says that the manager calls $\xi v \alpha \varepsilon \kappa \alpha \sigma \tau o v$ ('each one') of the debtors, inducing the reader to focus more on the punctilious action of the manager than on the relationship between debtors and owner.

⁵⁸ Benoît, Milik, De Vaux, Les Grottes de Murabba'ât, 243.

⁵⁹ Kloppenborg, 'The Dishonoured Master', 485.

6. The Steward's Share

Many contracts on papyrus are agreements between *only* two parties: the lender and the debtor.⁶⁰ However the use of a steward, even though not mentioned in the contract, was widely practised. As in our parable, the steward had some authority in managing the loans and it is very likely that he would manipulate the interest rate in order to assure a substantial profit margin for himself.

Derrett suggests that the steward of the parable, by reducing the debts, was somehow 'cutting' his portion of revenue: a revenue earned through usury perpetrated at the debtor's expense and exploiting the master's capital. Derrett's understanding is that: (1) the steward was legally entitled to employ usury since the tainted property did not belong to the master; however, (2) according to the court, whatever is in the contract belongs to the master.⁶¹ Therefore, the steward might have charged 25% of interest on wheat and 50% on oil without sharing with the master his *modus operandi*. By reducing the debts, the steward was renouncing his own source of gain. Fitzmyer also follows the same trail affirming that '[...] custom permitted him [the manager] to make a profit for himself, which may not have been precisely authorized by the master'.62 To support his conclusion, Fitzmyer argues that even though a borrower may have received X denarii, he 'was constrained by the prevailing customs to write a larger sum on the bond, and the difference represented the interest for the agent'.63 He also quotes Josephus recounting the story of Herod Agrippa I in dire need of money (c. AD 33-34) who was given 17,500 Attic drachmae by a Near Eastern banker though the signed loan was for 20,000.64

However, it must be said that in Josephus' account there is no allusion to the fact that an agent would benefit from the extra drachmae; as a matter of fact, it is very likely that the surplus 2,500 drachmae were in fact the interest and as such were *already* included in the principal. The lack of sources on the matter of margin benefits of managers precludes a conclusive settlement of the question. Actually,

⁶⁰ cf. CPJ 411; Mur 18; Mur 114; P. Col. 7:176; 7.179; P. Oxy 1631. For other relevant examples see Kloppenborg, 'The Dishonoured Master', 490, n. 53.

⁶¹ Derrett, 'Fresh Light', 209.

⁶² J. Fitzmyer, 'The Story of the Dishonest Manager', TS 25 (1964): 34-35.

⁶³ Fitzmyer, 'The Story', 35.

⁶⁴ Josephus, Ant. 18, 6, 3, § 157, cited by Fitzmyer, 'The Story', 35-36, n. 25.

the very lack of sources should warrant caution on the matter. 65 Since the contract is always between lender and borrower, though admittedly a manager often negotiated, wrote and eventually modified the contract, and since the money or goods are to be given always to the lender or his representatives, there is no way to establish how much a steward was entitled to exploit the master's capital.66 Malina's social studies make us aware that often the patron-steward relationships were a sort of 'dyadic' contract, that is, implicit contracts involving persons of different social status where the inferior could enjoy, for instance, physical or political benefits, without being necessarily able to reciprocate.⁶⁷ It is likely that managers would somehow make profit out of their patron's lent capital, as suggested by Columella (4—c. AD 70), De Re Rustica 1:7:5-7, but the lack of details and consistent patterns in the extant sources should warrant only the conclusion that stewards likely worked for a share of the profit, the percentage and nature of the profit being unknown to us.

7. The Document Itself and the Redactor Thereof

The steward of the parable repeats twice δέξαι σου τὰ γράμματα καὶ [...] γράψον ('Take your document and write down', vv. 6-7). In the ancient world waxen tablets were often used as a learning tool in the art of writing, as well as walnuts shells and tree leaves. For more formal documents papyrus, leather or parchment were commonly used, though the use of *ostraca* is also well attested. The σου τὰ γράμματα ('your document', or even better 'the document that concerns you') mentioned in the parable must have been the copy of the bill in possession of the lender, most likely a legal one-sided document on papyrus signed by the debtor himself.⁶⁸ As Fonck notes, Luke 16:1-8a 'affords no clue as to whether the debtors changed the figures in the old documents [...] or prepared fresh bills'.⁶⁹ Is the parable suggesting that the document was emended or replaced? Though in Luke 16 we do not find the 'technical expression for cancelling a debt, used in the *P. Flor.* I. 61, 65 (AD 85):

⁶⁵ See B. Malina and R. Rohrbaugh, *Social Science Commentary on the Synoptic Gospels* (Minneapolis: Fortress Press, 1992): 374.

⁶⁶ Kloppenborg, 'The Dishonoured Master', 481.

⁶⁷ Malina, Social Science, 112; see also Lygre, 'Of What Charges?', 22.

⁶⁸ Schottrof, The Parables, 159.

⁶⁹ Fonck, The Parables, 598.

ekeleuse o cheirographon chiastēnai, 'he ordered the receipt crossed out' (i.e. marked with a chi)', 70 it must be said again that the parable is parsimonious with details. Maybe the invitation to 'quickly sit down and write' (or 'quick, sit down and write', v. 6) encourages the listener to imagine the creation of a brand new document, which in turn, if it is about erasing debts, might be symbolically perceived not as much as a corrective of the old contract but rather as a brand new manner to relate to the 'rich man' (v. 1): a debt-free contract as a way of reconfiguring patron-client relationship.

Worthy of interest is the fact that the manager *first* asks the debtors the amount of their debts and then urges them to write down (or amend) the document that the manager was supposed to keep and eventually correct. Herzog is wary of the assertion that the debtors were able to write because tenant-farmers were unlikely to be literate. He proposes as setting of the story an urban market rather than a rural village, and as debtors literate merchants rather than illiterate peasants. He goes even further suggesting that the grammata mentioned in the parable are some sort of IOUs carried by those merchants.⁷¹ But there is no need to assert that the steward's question 'how much do you owe to my master?' hints to the fact that 'the steward has no written record'. 72 While the idea of merchant-debtors might be founded, the existence of IOUs is very speculative. The steward's question could be explained at least in two ways: first, as a rhetorical device supposed to heighten the narrative tension of the story;⁷³ second, as a historical witness of a not so uncommon reality: the existence of illiterate stewards. Columella in his De Re Rustica (1:8:4) witnesses to the distrust of well-to-do people towards managers, and of the idea that it is actually advantageous to hire an illiterate steward because of his inability to adulterate accounts for his own profit:

An illiterate man might possibly manage his business fairly well as long as his memory is excellent. Cornelius Celsus says that such a tenant farmer will often bring in more money to his master than the register since, through lack of knowledge, he is unable to produce falsified

⁷⁰ Fitzmyer, 'The Story', 36.

⁷¹ W. R. Herzog, *Parables as Subversive Speech*, II (Louisville: Westminster/John Knox Press, 1994): 249.

⁷² Lygre, 'Of What Charges?', 25.

⁷³ For a recent narrative study of this parable see R. Schellenberg, 'Which Master? Whose Steward? Metalepsis and Lordship in the Parable of the Prudent Steward (Luke 16.1-13)', *JSNT* 30/3 (2008): 263-88.

accounts and, through fear of being discovered, he wouldn't dare entrust the fraud to someone else.⁷⁴

8. Conclusion

The parable of Luke 16:1-8a is a parable of oppressive debts and harsh contracts which mirrors the actual first-century Palestinian socioeconomical situation. The manager's daring resolution to forgive a part of the debts, probably the interest rate on the loan or debt, is to be mainly understood as noxious and damaging vis-à-vis the master's economical interests.⁷⁵ However, although the master is deprived of a consistent part of the goods to which he is entitled, he is also, from that moment on, depicted as a man of great generosity and therefore the object of great honour. At that point, he could only ratify the release. The steward's future is assured by a reconfiguration of the socioeconomical relationships between owner, agent, and debtors: debtors were released from the interest, while the master—and maybe the manager too—are deprived of the profit coming from accepted but still oppressive usury. Material goods of the master are sacrificed by the steward in the hope of assuring his own survival ('I have decided what to do so that, when I am dismissed as manager, people may welcome me into their homes', Luke 16:5 NRSV):⁷⁶ a sacrifice that turns out to be a source of honour for the unwilling patron. If the master (ὁ κύριος) commended/ratified (ἐπήνεσεν) the wise—and maybe illiterate steward, he did so because he had no choice.

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⁷⁴ 'Potest etiam illitteratus, dummodo tenacissimae sit memoriae, rem satis commode administrare. Eiusmodi villicum Cornelius Celsus ait saepius nummos domino quam librum afferre, quia nescius litterarum vel ipse minus possit rationes confingere, vel per alium propter conscientiam fraudis timeat'. My translation. Cf. M. Louis Du Bois: Columelle, *De l'agriculture. L'économie rurale*, tome premier, C. L. F. Panckoucke, 1844. See also G. Bartelink, '*Illitteratus* in Early Christian and Medieval Texts: Church and Illiteracy' in *Jerusalem, Alexandria, Rome: Studies in Ancient Cultural Interaction in Honour of A. Hilhorst*, ed. F. García Martínez and G. P. Luttikhuizen (Supp. to the *Journal for the Study of Judaism*, 82; Leiden: Brill, 2003): 1-12, and R. A. Baergen, 'Servant, Manager or Slave? Reading the Parable of the Rich Man and his Steward (Luke 16:1-8a)', *Studies in Religion—Sciences Religieuses* 35 (2006): 35.

⁷⁵ At least on this matter Kloppenborg ('The Dishonoured Master', 486) and Derrett ('Fresh Light', 210) agree.

⁷⁶ Very *a propos* is the comment of Robert Badenas: 'A la fin, tout ce que nous aurons accumulé témoignera contre nous, tandis que les amis que nous aurons conquis seront nos meilleurs défenseurs.' R. Badenas, *Le Conteur de Paraboles* (Dammarieles-Lys: Editions Vie et Santé, 2009): 146.