Commentary

2. al-Gābn Zurbī (MS: الغربى رزبي): This unusual name is apparently that of a slave. The element al-Gābn (literally: 'swindling in a transaction' i.e., presumably, in the purchase of the slave) is attested, without the definite article, as the name of a Fāṭimid qā′īd, who is said to have been a eunuch (qādīm - Ibn Duqmāq, Kitāb al-intisār IV, 115). The mosque ja′mī Gābn in al-Rawda island is attributed to him. Zurvī and the variant form Zirbīyyā (literally 'carpet' < Persian ẓarpāyī) is recorded as the name of a slave (qlām) of al-Muqtār in the Umayyad period; cf. al-Ṭabarî, Tārîkh II, 599, 661-62; Ibn al-ʿAṯir, al-Kāmil IV, 236.

3. The Fāṭimid caliph al-Ḥāfīz reigned from 525 A.H./A.D. 1131 to 544 A.H./A.D. 1149. Since the parties to the transaction recorded by our document were officials of al-Ḥāfīz it should be dated to this period. The supplementary document on the verso contains the date Il Šābīn, 552 A.H.

5. A muṣallā was a public place of worship open to the sky; cf. Casanova, Réconstitution topographique, xxxv.

8. In medieval Egypt the term tārma was used to refer to a light wooden structure that was built on the roofs of houses; cf. Goitein, Mediterranean society IV, 72.

16. The presence of the phrase [ ṣanāwâ] kāmīla muṭawālīya ... in the fragmentary bottom of the document suggests that one of the parties retained the option (kiyâr) to cancel the sale for a specified period of time; cf. T-S Ar. 4192 [no. 3] (al-kiyâr li-ḥādâ al-bā′r 'alā ḥādâ al-muštârī fi ṣimā ḥādâ al-bay′ wa-faṣkûhī li-muḍdâr sanātayn kāmīlatayn muṭawâlīyatayn). In the formalaries for this type of transaction that are discussed by al-Ṭaḥāwī (al-Buyyā III, 13.0-20.3) this specification of period is not included.

Verso

Formula
The formulary of the contracts of lease is similar in structure to that of contracts of sale. Its components are as follows:

1. Basmala
2. Opening formula identifying transaction (i.e. lease)
3. Identification of parties
4. Identification of property
   Restricting formula
   Accessory formula
5. Specification of period of lease
6. Amount of rent and terms of payment
7. Validity formula
8. Constituent acts of transaction
   Delivery of property
   Receipt of property
10. Separation of parties
11. Warranty
12. Confirmation that the transaction was witnessed
13. Date
14. Corrections and additions
15. Witness clauses

Many leases omit certain components of this formulary.

1. Basmala
One contract of lease, relating to property in Tyre, opens with the simple basmala (T-S Misc. 20.155 [no. 21]). The other contracts in the corpus expand the basmala with a variety of blessings, e.g. bism illah al-rahman al-rahim wa-ṣallā allāh 'alā Muhammad al-nābi wa-ʿalīki wa-sallama tasliman (T-S Ar. 81 [no. 22]).

2. Opening formula
Most contracts open with the phrase hādā mā ista'jara X min Y 'This is what X leased from Y'. T-S Misc. 20.155 [no. 21], which concerns the lease of a shop in Tyre, opens with the verb ista'jara X min Y. In contracts of lease on papyrus written in Egypt at an earlier period a form of the root kry is generally used rather than 'jr.

1. For the concept of lease in Islamic law see R. Brunschvig, "Propriétair et locataire d‘immueble en droit musulman médiéval (jusque vers l‘an 1200)" Studia Islamica 24 (1960), 5-40.
2. Other examples: al-hamd illāh wa-ṣallāwatuha 'alā syyidinā Muhammad rasūlihi wa-ʿalīki wa-sallāmikī (T-S Misc. 29.24 [no. 23]); al-hamd illāh ḫāmd al-tāhir (T-S Ar. 31.110 [no. 24]); al-hamd illāh wa-ṣallāwatuha 'alā syyidinā Muḥammad nabīyyihī wa-ʿalīki al-tāhīrīn (T-S Ar. 38.315 [no. 27]).
The root kry continued to appear in Arabic contracts from Spain as late as the fifteenth century A.D.2 Use of the root 'jr is preferred by al-Ta'âwî (d. 521 A.H./A.D. 933)3 on account of its occurrence in the Qur'an and Hadîth.

3. Identification of the parties

The ways of identifying the parties are the same as those that are found in documents of sale. In addition to the name (ism) and genealogy, the identification often includes also the patronymic, profession, gentilic, nickname, title, place of residence, relationship to other parties and physical description. For a full treatment of these, including references to contracts of lease in this corpus, see the introduction to section I.

4. Identification of the property

This section of the formulary is also similar to the formulary of documents of sale from the Genizah. In the documents of lease, however, items of the formulary that are used in the documents of sale are often omitted or presented in a different order.

After the identification of the parties some documents have: istâ'ara minhu šaqtan wa'tqan wâhidan wa-qâdan wâhidan, which parallels the sale formulary (štarâ minhu šaqtan wa-tqan wa-hidat was-aqdan wâhidan), e.g. T-S Ar. 38119 [no. 25], T-S Ar. 38115 [no. 27], T-S Ar. 51110 [no. 24]. Other documents omit this, e.g. T-S Ar. 51 [no. 22].

This is followed by the restricting formula, describing the internal structure of the property and its location, as is found in documents of sale. In some cases shares of a property are leased. As in contracts of sale, these are expressed as such-and-such a number of shares out of a total of twenty-four, e.g. T-S Ar. 38115 [no. 27]. In some documents it is stated that the property is sufficiently well known to dispense with a delineation of the boundaries, e.g. wa-sasa'qi sabrâ hâdîqi al-dâr fi mawdûhi fâ-an taqalidîhâ (T-S Ar. 51 [no. 22]), also T-S Ar. 38119 [no. 25]. Some documents that define the boundaries use the phrase yansâthi 'lla ('extends to') as in the documents of sale (T-S Ar. 51110 [no. 24]). Others have a different formula. In T-S Ar. 3917 [no. 26], for instance, the boundaries are defined by means of equative clauses and the north is referred to as al-'um wa-hadduhâ min al-qibla dâr 'Abî al-Faraj al-karrâz ... wa-min al-dâm al-tariq wa-min al-taqq al-tariq ... 'its boundary to the south is the house of 'Abî al-Faraj, the sewer of skins ... to the north it is the road and to the east it is the road ...'

Some documents indicate that the lessor 'declared that the property belongs to him and is in his ownership, as a valid asset and a right with legal force', e.g. T-S Ar. 38119 [no. 25] (ališat âkarra FN 'anna jamî' dâlka lahu wa-fi milkî mišân wa-haqqa wâjiban), also T-S Ar. 38115 [no. 27]. Some documents state directly that it is in the lessor's possession: al-dâr allati bidâyî wa-fi milkî mišân wa-haqqa wâjiban (T-S Ar. 51 [no. 22]), also T-S Ar. 3917 [no. 26]. Other documents omit this, e.g. T-S Ar. 51 [no. 22].

A declaration that the property is free from encumbrance is sometimes added here, e.g. wa-hyâ milfurâqa la šâgil lahâ (T-S Ar. 38119 [no. 25]), also T-S Ar. 51110 [no. 24]. In some documents it is inserted before the validity formula, e.g. T-S Ar. 51 [no. 22].

Most documents do not contain an accessory formula. It occurs in T-S Ar. 51110 [no. 24] (bi-hudât dâlka kullihi wa-haqqa wâ-marâfiqihâ wâ-marâfiqû wa-haqqû 'with all its boundaries, rights, amenities and facilities') and in T-S Misc. 20155 [no. 21], which concerns the lease of a shop in Tyre: bi-jami' šuqqaqihâ wa-hudâtihâ wâ-marâfiqihâ.

5. Specification of the period of lease

The duration of the lease is specified and the precise dates of its beginning and its end.

6. Amount of rent and terms of payment

First the total rent for the period is given. This is usually in dinars. The quality of the dinars is expressed in various ways: mujarrabat wâzinatun jûyân 'assayed, of full weight and good alloy' (T-S Ar. 51 [no. 22]); min al-'ayn al-wâzin al-jayyid al-muhaqqiq 'in minted coin of full weight, of good alloy, verified' (T-S Ar. 38119 [no. 25]); dhababan 'ayyan jayydan 'gold, minted coin of good alloy' (T-S Misc. 20155 [no. 21]).

T-S Ar. 51110 [no. 24], in which the rent is relatively low, expresses the amount in dirhams: 'amâniya wa-'arbâin dirhaman waraqân jûyân wâzinatun mimâmmâ yutâ'âmâl bâhâ bi-Mišar 'forty-eight dirhams, waraqâ, of good alloy, full weight, which are used as currency in Egypt'.

Then the amount of the instalments is stated and when they are to be paid. In most of the leases these are due at the end of each month.

A phrase is added prohibiting the postponement of the payment of instalments or the appeal against payment: 'â yudâ'ilî fi dâlka wa-là yumânâ'uhu 'he will not delay that or withhold it' (T-S Ar. 51 [no. 22]); bi-ghayr mudâs'â wa-là mumânâ 'a-hârîf 'bi-šujja wa-là itilâ' bi-ilâma wa-là yamin wa-là mišân 'without delay, withholding, protesting with an argument, giving a pretext, an oath or litigation' (T-S Ar. 38119 [no. 25]), also T-S Ar. 51110 [no. 24].

7. Validity formula

This is the adverbial phrase 'ijâratu šâblâhatu indicating that the lease is legally valid. It is usually expanded with at least one more epithet: 'ijâratu šâblâhatu jîzatun 'a valid, permissible lease' (T-S Ar. 51 [no. 22]); 'ijâratu šâblâhatu mâyîyatun 'a valid, operative lease' (T-S Ar. 38119 [no. 25], T-S Ar. 51110 [no. 24]).

8. Constituent acts of transaction

In some documents the delivery and receipt of the property is expressed in a series of clauses opening with a verb in the perfect tense, e.g. wa-sallamât hâdîhi al-'ijara 'llâ hâdâ al-mista 'jîf jamî' ma waqad 'alâyhi hâdîhi al-'ijara wa-tasallama dâlka minhâ 'This lessor delivered to this lessee all that this lease entailed and he received it from her' (T-S Ar. 51110 [no. 24]), also T-S Misc. 2924 [no. 23] and T-S
In some cases only the delivery of the property is mentioned: wa-salama al-ajir 'illa al-musta'jar jamā' ma waqat al-ayah hādi'ī al-'ijara 'andal the lessee all that was entailed by this lease' (T-S Ar. 51 [no. 22]).

Some documents refer to the constituent acts by means of a verbal noun without reference to the parties, e.g. wa-l-taslim (T-S Ar. 38.119 [no. 25]).

9. Specification of the rights of the lessee

In those documents that include this component, it is stated that the lessee has usufruct (intifā'ī) of the property. The specific rights are then itemized: wa-wajaba lahu al-intifā'ī bihā kasāya ma 'aḥabba min sukhdahā law 'ijaratihī hašīṭa 'his right to use it, however he wishes, came into force, whether inhabiting it or leasing it' (T-S Ar. 51 [no. 22]; wa-wajaba lahu al-intifā'ī bi-dālīka wa-sakanūha wa-l-qaṣn fihī 'his right to use it came into force, and his right to dwell in it and store in it' (T-S Ar. 51.110 [no. 24]).

10. Separation of the parties

Two documents indicate that, after the constituent acts of the transaction, the parties separated. The formula is the same as is found in documents of sale: wa-ta'arraga bi-l-ība'dān ba'da tamāmihā wa-wajābihā wa-an tārādān bihā wa-in'īdānim li-ḥukmāhī 'they separated physically after its completion and coming into force, mutually satisfied with it and executing its provisions' (T-S Ar. 51.110 [no. 24]); wa-ta'arraga bi-l-ība'dān ba'da tamāmīhi wa-wajābīhi 'an tārādān bihā wa-in'īdānim minhumā li-ḥukmāhī (T-S Misc. 29.24 [no. 23]).

11. Warranty

Those documents that contain a warranty express it in a variety of ways. T-S Misc. 29.24 [no. 23] has a warranty formula that is similar to those that are found in Fāšimid documents of sale from the Qanizāt: ādāma ma'adāka ḥadāq al-mustad' jīr ... fimā waqat al-ayah hādīq al-'ijāra min darāk min ʿaḥjad min al-nās kūlīmī faʿala diwān al-jawāmī wa-l-maṣājir tāslihī ma yaḥīb lahu min dālīka 'Consequently, should any claim be made against this lessee regarding what was entailed by this lease by any person - it is the duty of the office of Friday and neighbourhood mosques to hand over whatever is incumbent upon it'. The warranty formula in T-S Ar. 51.110 [no. 24] opens with a perfect verb: wa-daminat al-ajirā li-l-mustad' jīr al-darāk fi dālīka kūlīhī 'the lessee granted the lessee a warranty against any claim concerning all of this', T-S Ar. 38.119 [no. 25] mentions the granting of the warranty by means of a verbal noun without further specification: ba'da dālīka al-tarīqa wa-l-ru'ya wa-l-taslim wa-dāmān al-darāk ... 'after that agreement, inspection (of the property), delivery and (granting) of a warranty against defect in title'.

12. Confirmation that the transaction was witnessed

This is expressed in some documents by a statement that the parties 'called witnesses to testify to their actions', e.g. 'aṭḥadā al-ālā anfūshāhīm (T-S Ar. 51 [no. 22]).

In other documents the formula that is usual in documents of sale is used. It is indicated that the acknowledgment by the parties of all that was contained in the document was witnessed after it had been read to them, e.g. suhīdā al-ālā 'iqārār PN al-ājīr wa-l-mustad' jīr bi-mā fīhi ba'da qirātihī al-ayahīm (T-S Ar. 38.119 [no. 25]), also T-S Ar. 51.110 [no. 24], T-S Misc. 29.24 [no. 23].

Both these formulae are usually followed by a phrase declaring the good health and legal capacity of the parties: fi šīkha minhumā wa-jawās 'amr (T-S Ar. 51 [no. 22]; fi šīkha minhumā (T-S Ar. 38.119 [no. 25]).

13. Date

The date formula indicates either the day, month and year or the decade of the month (aṭr) and the year.

14. Corrections and additions

Any corrections and additions that there may be to the text of the document are inserted here, before the witness clause, e.g. fiḥī ḥarf musallah: 'Umar, wa-hawas musallah 'there is in it a corrected word: 'Umar, which is correct' (T-S Ar. 51.110 [no. 24]; fiḥī yusallah wa-yulqāq miṯāhā ... 'the following corrections and additions should be made...' (T-S Misc. 29.24 [no. 23]).

15. Witness clauses

As in the documents of sale, the witness clauses in leases are autograph testimonies of the accredited witnesses (udāl). They consist of a declaration that the witness has testified to the acknowledgment by the lessee and the lessee of the contents of the document: šāhāda PN al-ālā 'iqārār al-ājīr wa-l-mustad' jīr bi-mā fiḥī.

General comments

Some leases are closer in structure to documents of sale than others. The former all contain more of the components of the sale contract than do the latter. One of the leases that exhibits a formulary that is very close to that of the sale contract is T-S Ar. 51.110 [no. 24]. This includes components that are not found in many of the other leases, viz. a definition of boundaries by the verb yantāki, an accessory formula, delivery and receipt of property, separation of parties, and a warranty.
Lease of a shop

T-S Misc. 20.155. Paper. 15 cm. x 18.3 cm. The verso contains the Hebrew names 'R. Yiqḥaq and his brother Yeqeq, the sons of R. Halfon'.

Text

1. يقسم الله الرحمن الرحيم
2. استأجر بهية بن عثمان بن
3. عن له أبو هريرة بن الفتح، بما جعل الله من اجارة ذلك عن جميع الحانوت
4. التي في يد أبي هريرة بن الفتح بحارة نعمة العبود، بمدينة صور في الحارة المعروفة
5. بينه مصمم وأين وحشي جميع حقوقها وحدودها ومراقبتها سنة
6. كاملة أولها مستهل المحرم من سنة عشر وأربعугة سنة إلى انتقالها
7. بن سبأ بن عبد جليل [دَيْنَارٍ] رزبه عينه جيداً قدمه الله بن على من جملة
8. هذه الأجرة نصف دينار ذهباً على هذه الصفحة ويجب عليه نصف دينار وثمن دينار
9. مجمع عليه في خمسة نجوم من هذه السنة في كل نجم [ملَّمَّة] نحن دينار أول
10. هذه النجوم بحله عليها في مستهل شهر ربيع الأول سنة عشر وأربع ماة
11. ثم كذلك [كل شهرين] بحله عليه نحن دينار حتى يوفي جميع هذا النصف والثمن
12. [دينار] بن مك يك وسالم الله ما أجمله [هبة] وسمعه حبة

Textual notes
2. In addition to the readings 이passworded, 아부 الجلبيد, and 이passworded, the readings 이passworded, 아부 الحجابة, are also possible, see al-Dahabi, Kūhāb al-multabah, 151.
7. The diacritic of the initial بَلْهُ of [بِلْهُرَّار] is visible below the lacuna.
8. The conjunction وَالنَّصْبُ وَثَمَنُ دِينَارٍ here and also in line 11, is written ligatured to the final فَرْطُ of the first word.
9. The scribe first wrote خمس, then corrected it to خمس.

Translation
1. In the name of God, the merciful and compassionate.
2. Hiba ibn ‘Ali ibn [ ], the carpenter, leased from al-Hasan ibn Makki ibn Abi al-Hadid, who was the lessor,
3. on behalf of his maternal uncle, ‘Ibrāhim ibn Al-Fath, according to what he assigned to him by way of the leasing of it on his behalf, all the shop
4. that is in the possession of ‘Ibrāhim ibn Al-Fath, in the vicinity of the ‘Abdawi canal
5. in the town of Tyre in the district known as
6. Bani Muṣ‘ab and Ibn Wabī, with all its rights, boundaries and amenities, for one complete year,
7. starting at the beginning of Muḥarram of the year four-hundred and ten until its end,
8. for one dinar and an eighth, gold, in minted coin of good alloy. Hiba ibn ‘Ali

paid in advance
9. one half dinar, in gold conforming to this description, out of the total amount of this rent. He still owes a half and one eighth of a dinar,
10. payable by him in five installments in this year, (paying) in every installment an eighth of a dinar. The first
11. of these installments is owed by him at the beginning of the month of Rabī’ I of the year four-hundred and ten,
12. and thenceforth likewise [ ] every two months an eighth of a dinar will be due from him until he has paid this half and one eighth of a dinar in full

al-Hasan ibn Makki and he handed over to him what he leased to him and Hibat [ ] took it.
Lease of a house
(13th Muḥarram, 424 A.H./A.D. 19th December, 1032)

T-S Ar. 51. Paper. 27 cm. x 17 cm. The leaf has been glued together with other leaves to form a large sheet, on the blank side of which (i.e. the verso of the component leaves) a Hebrew text has been written in large letters. The dimensions of the complete sheet are 39 cm. x 33 cm.

Text

اِنَّ الْرَّجُلَ الْمَطْلُّدُ فِي الْأَمْرِ ۚ وَأَنْتُمْ لَعَلَّهُ مُهْتَمُّمًا

وَمَا أَسْتَأْجَرَ أَبُو َبْقَائِنَ مِنْهُ اِلْخَطَابُ مِنْ مُوسَىٰ بْنِ عُزْيَزِ ٱلْأَرْضَ ۖ وَقِدْ

وَأَحَدُ جِمِيعٍ

وَلَمْ تَرَىٰ أَنَّهُ مَعْلُومٌ بِهِ فَوَقَ أَحَدَ حَبَّةٍ مِنْهَا خَالِدًا فِي الْقَرْنِ ۚ وَأَنَّهُ مَعْلُومٌ

فِي الْبَيْتِ

فَعَلََ وَقَطَّعَ مَزَاحِمَةَ وَحَبْضَةَ الْمَسْجِدِ الْمَعْرُوفِ بِمَسْجِدِ الْأَبِرَّ وَهُوَ الدَّار

ذِاتِ ٱلْقَابِةِ

وَبِأَصْلَ الْقَهْرَةِ ۚ وَهُوَ ٰعُثْرُ أُمُّ ٱلْأَمْرِ ۚ وَهُوَ ٰعُثْرُ أُمُّ ٱلْأَمْرِ ۚ وَهُوَ ٰعُثْرُ أُمُّ ٱلْأَمْرِ

كَفَّٰرَةٌ هَذِهِ الدَّارِ فِي مَوْضِعِهَا عَنْ تَحْدِيدهِ فِي هَذِهِ الْكِتَابِ مَتَّىٰ سَنَةٌ كَامِلَةٌ أَثَانِ عِشْر

شَهِّرَ أُولَاهَا

فِي مَحْرَمِ مِنْ سَنَةٍ أَثَانِ عِشْرِينَ وَأَرْبَعِ مِائَةٌ وَأَخْرِهَا النَّصُفُ مِنْ مَحْرَمِ مِنْ

سَنَةٍ خَمْسَ

وَعِشْرِينَ وَأَرْبَعِ مِائَةٌ سَنَةٌ سَبْعَنَاءٌ جَرِيْةٌ وَأَرْبَعِ مِائَةٌ سَنَةٌ 

أَنْ يَدْفَعَ فِي هَذَا ٱلسَّتَّاجِر

إِلَى هَذِهِ الدَّارِ فِي سَلْخٍ كُلِّ شَهْرٍ مِنْهَا بِقَبْضَهُ وَهُوَ نَصْفُ دِينَارٍ لَا يَدْفَعُ فِي ذَلِكَ (۴۰۵۷)

يَقُولُهُ وَقَطَّعَ عَلَيْهِ هَذِهِ ٱلْأَجْرَاءُ مَعْقُورَةٌ لَّا شَأْفَ لِهَا اِحِجَارَةٌ صِيَٰحَةٌ جَانِبَةٌ وَفَتَرُهَا مَعْقُورًا وَعَلَى هَذِهِ ٱلْأَجْرَاءِ

كَفَّٰرَةٌ هَذِهِ الدَّارِ فِي مَوْضِعِهَا عَنْ تَحْدِيدهِ فِي هَذِهِ الْكِتَابِ مَتَّىٰ سَنَةٌ كَامِلَةٌ أَثَانِ عِشْر

شَهِّرَ أُولَاهَا

وَصَمِّمُهَا جَوَازٌ أَمْرٌ لِتَلْكَ ۚ وَكَتَبَ أَنَّهَا عَلَى مَحْرَمِ سَنَةٌ أَثَانِ عِشْرِينَ وَأَرْبَعِ مِائَةٌ وَأَخْرِهَا النَّصُفُ مِنْ مَحْرَمِ مِنْ

سَنَةٍ خَمْسَ

Witness clauses:

1. شهد محمد بن أحمداً بن عثمان بن ...... صحة
2. على أقرار الإجر والمستاجر
3. بما فيه صحة

Textual notes:

1. The reading ‘the woodcutter’ is also possible, since there are no diacritical dots on the letter after the lām.
2. The reading al-`Abūr is not completely certain. There is a diacritical dot under the bā'.

Translation

1. In the name of God, the merciful and compassionate. God bless Muḥammad the prophet and his family and save them.
2. This is what `Abd al-Baqī ibn ‘Abd al-Adi, the preacher, leased from Mūsā ibn ‘Adi, the Jew, in one contract: all of the
3. house that is in his possession and in his ownership, as a valid asset and a right with legal force, in the place known as Ṭawābar in the cul-de-sac street
4. know as Muzāyiḥ street, in the vicinity of the mosque known as al- `Abūr mosque, if the house with a courtyard,
5. a spring water well, and two upper dwellings above it and three huts that constitute upper apartments thereof,
6. [the name] of this house in its location making it unnecessary to define it in this document. (He leased it) for the period of a complete year, twelve months, beginning
7. in the middle of Muḥarram of the year four-hundred and twenty-four and ending in the middle of Muḥarram of the year
8. four-hundred and twenty-five, for six dinārs, assayed, full weight, of good alloy, on the understanding that this lesece will pay
9. this lessor at the end of each month the proper instalment of it, that is half a dinār, without delaying that or withholding it, everything that
10. this lease entailed being free, without encumbrance, in a valid, permissible lease.
This took place after they had seen everything that
11. this lease entailed and had recognized it. The lessor handed over to the lessee everything that this lease entailed and his right
12. to use it however he wishes came into force, whether inhabiting it or leasing it. Whatever repairs are necessary
13. in this house are the responsibility of the aforementioned lessee. They also called witnesses, while being in sound health and legally capable of conducting their
14. It was written when thirteen days had passed of Muḥarram in the year four-hundred and twenty-four.

150

4.
5.
6.
7.
Witness clauses
1. Muhammad ibn 'Aḥmad ibn 'Alī ibn ... (valid) testified
2. to the acknowledgment by the lessee and the lessee
3. of what is contained herein. Valid.

4. 'Alī ibn 'Abdallāh ibn Ḥasan ibn Ḥusayn (valid) testified
5. to their acknowledgment of what is contained herein. Valid.
6. 'Aḥmad ibn 'Abdallāh ibn Muhammad ibn 'Abdallāh (valid) testified
7. to the acknowledgment by the lessee and the lessee of what is contained herein.

Commentary
3. There were two districts in Fustāṭ known as al-Kawlān. One ran along the south side of Qaṣr al-Šām and the other further to the east; cf. Casanova, Réconstitution topographique, Plan I. These were the areas of Fustāṭ that were originally inhabited by the South Arabian tribe of Kawlān after the Muslim conquest of Egypt; cf. al-Maqrīzī, Kifāt II, 261.

4. suqāq Muzāḥim. Ibn Duqmāq states that a street known as suqāq Muṣḥim al-qamāmah was 'on the right of anyone passing the house of 'Abū Muṣḥahm 'Abd al-Ṣādiq ibn Su'd al-Ḥālīq, in front of the al-Šams mosque, leading to al-Jalīyyān (Kitāb al-intisār IV, 24-25). The district of al-Jalīyyān was named after the Banū Ja‘fūr, who were a subdivision of the Kawlān (Kitāb al-intisār IV, 25). The kwān 'Abīs lies between al-Šams mosque and the saqfāt Yāzīd al-Aṭṭār (Kitāb al-intisār IV, 53). Casanova (Réconstitution topographique, 15) locates the saqfāt Yāzīd al-Aṭṭār at the end of Šarī Ṭujāb on the southeast side of Qaṣr al-Šām, on the edge of the district of Kawlān. It is possible, therefore, that the suqāq Muṣḥim al-qamāmah was in the district of Kawlān and was the same as the suqāq Muṣḥim in our document. There are, however, problems with the identification. Firstly, our document describes the street as a cul-de-sac (gayar nāfiḍ) whereas the street described by Ibn Duqmāq is a thoroughfare. Secondly, our document does not mention al-Šams mosque but states that the street is in the vicinity of al-Abqūr (!) mosque.

5. The masjid al-'a'būq may be connected with the locality al-'a'būq that is mentioned by Ibn Duqmāq, Kitāb al-intisār IV, 37, where he states that rabbāt 'Abī Raḥim is on the Šarīf road at al-'a'būq (šī ṭarq al-Šarīf 'inda al-'a'būq). The Šarīf was a hill lying southeast of Qaṣr al-Šām (see Casanova, Réconstitution topographique, Plan I).

6. 'Aqṣā (singular kūṣ) were light structures, made of reeds or similar material, which were frequently found in house compounds; cf. Goitein, Mediterranean society IV, 72-73. ibīq dilāka. In the descriptions of property in the documentary sources the word raḥbaa has the sense of either 'storey' or 'upstairs apartment'; cf. Goitein, Mediterranean society IV, 70. There could, of course, be several upstairs apartments on the same storey.

7. The omission of the definition of the boundaries due to the property being well known in the place in question is attested in other documents, e.g. T-S Ar. 38/119 [no. 25, lease].

12. The tenant was permitted to sub-let.
مشارف الإتباع الجارية بديوان الجهوج والمساء[جد]
12. يقف على ما ضمته الرفعية التي نبأتهما وما خرج من الدوين على تظاهرها وتظاهرها.
13. من المرجع في استجابة أن كان في هذا الدوين وما زاك بتلقيه شهيرة تقول عن
أجراذه وما قبته وما على ذلك.
14. بابنة عنية استظهرن الدوين وما جرى بعده في ملكه ورفيقه في ذلك ماجر أن شاه الله
فقالبه الباقر العضو في مسمى يرفعه بمسماه بما تلقيته بمسماه متمته ما أقره به حصر
ولو الفاقر الوجها[ار]
15. أتى الله في ذلك بحكمه وسماه تمتهمه وتبعهمه في تكريمه الذي يفرح به.
16. تلقيته على عينه وما ذكره وما رضوه وراعوه ثم رضوه عينه ارتدت الشيء لما تلقيته
بما تلقيته باستطاعه وسلمت ما امره به حصر.
17. وحظ الله [ار]
18. ولمهمة الله مثله وسماه وراعوه وراعوه ما لا تبكيه لما تلقيته
بما تلقيته باستطاعه وسلمت ما امره به حصر.
19. وحظ الله [ار]
20. وما هذه الساحة بما اكتبها جارية في هذا الدوين وليس فيها حك لغيره
ومما نقر من حك وبرغ.

Witnes clauses:

1. شهد على أمحمد بن محمد بن عبد الله القاضي
2. على أقرار الأجر المحكر والمستراح المحكر بما في تاريده صريح.
3. شهد إبراهيم بن أحمد بن مصورة على [أقرار الأجر المحكر]
4. والمستراح المحكر بما في تاريده بخطه.
5. شهد الحسن بن سالم بن أحمد بن محمد بن محمد
6. على أقرار الأجر المحكر والمستراح المحكر بما في تاريده.
7. شهد على حسين بن هبة الله على أقرار
8. الأجر المحكر والمستراح المحكر بما في تاريده صريح.
9. شهد مرشد بن ابوبقري بن المقدم
10. على أقرار الأجر المحكر والمستراح المحكر بما في تاريده.

Verso (The last decade of Sa'dan, 532 A.H/A.D. May, 1138)

1. يسم الله الرحمن الرحيم الحضرة الله وحديث وملوثه على سيدنا محمد وله الظاهرين وسلم
2. تسليما
3. أقر أبو الحسن غالب بن أبي سعد ابراهيم بن عالى اليهودي الاشترى ولد المشترى
السمى بياطنة وهو أثره

3. عند شهد هذا الأمر، وأدبهه على نفسه طوعًا في صحة منه وجوزًا كأنه قد خرج عن
به. واختلف من ملكه إلى أخرى على

4. عن الباقع، وهم ما يسمى أبو المصص على ين حيث المعروف مابين حيون الجوهر، بدار
الواقعة السعيدة بعض الديهم العليل

5. يوسف بن الساحرة المجودة الموضوعة بياطنة والبارز، والفلسفة القائمة، فهي حق ابتاعه
من الله عليه المنكر المقرر له بالله الذي
فيه [نائب: ابتاعا] صحيحاً على ما شهد به كتاب المبايعات المقاهي، تاريخ تاريخ

6. هذا الفصل، 

7. الفن، وهو مائة دينار واحدة وأربعة دنانير وأثناء جياما

8. والروية، والendetار، وصمانة السكك، ولم يبق لهذا المقرر في ملكه ولا في شمل منه: فول لا
وتب [معروف] 

9. لا دين ولا قيمة ولا شيء من وجه المالك، والامتتات بوجه ولا سبيل مطلقة أو
[محسوب]

10. وقبل منه المقرر له جميع ذلك كله قبولًا صحيحاً شهد عن أحرار المقرر والمقرر له بما فنله
ذك في العصر الآخر

11. من شهاب، سنة التنين، والثنيان، وخصمانة فيه، مصل صحيحاً ما هو لحقكاً الآخر السطور منها،
وي أبوه على المنكر المقرر له بالله الذي 

12. بدله ابتاعاً صحيحاً المقتطع، وهذا العلم الذي ابتاعه له ولله المقرر له، صار في
حبيبة، للملة وفترة بوره ولا رسمه صح

13. التي حوله أياه صلح الباقع، وهم بما نسبه صح

Witness clauses:

1. شهد محمد بن علي بن أحمد بن محمد القالئ

2. على أحرار المقرر الساسا، في هذا الظهر

3. بما في بدابة في شعبان

4. سنة التنين، والثنيان، وخصمانة،

5. شهد هبة الله بن جهيم بن محمد بن جابر، على أحرار

6. المقرر بما فيه في بالله، في شعبان سنة التنين، والثنيان، وخصمانة

Textual notes

Recto

1. In the name of God, the merciful and compassionate, his blessings and peace be upon our lord Muhammad, his prophet and his a family.

2. This is what l'fayrim ibn 'Elī, the Jew, leased from 'Abū al-Farūkh al-Gāib ibn Fāh, the clerk in charge of the government foundations and 'ākār administeried in the office of prosperous Friday and neighborhood mosques in Fustāt, under the supervision of the elder [Bū l-Hāsān `Alī ibn 'Aḥmad ibn]

3. Muhammad ibn `Ubaydallāh al-Qāfī, the certified witness, the supervisor of what is administered in this office. He leased from him, with one clapping of the hands and one contract, all the plot of land, the government quarter, the mound, bare to the sky, which is on the island of Fustāt - Miṣr, on the bank of the Nile between the aforementioned island

4. and the Jīza of Fustāt - Miṣr. It is surrounded and enclosed by four boundaries. The southern one extends to the cemetery and the plot rented by the rāyās Bū al-Ṭāhir ibn al-Bayān. The northern extends to the plot rented by `Adwā ibn `Askar and the small house of Ibn `Abd al-Hākim and one of

5. the two small houses of the sponge-seller, which are administered by this office
and which are situated on the aforementioned bank of the Nile. The eastern extends to the road that divides it from various places and that leads to mosques that are situated there, the house of the rayyis Bū ‘Ali ibn al-Bayān, the plot rented by the tanner, the tannery that is situated there, the aforementioned two small houses of the sponge seller and other places and roads. The western one extends to the bank of the Nile near the land of the jīla of Fustāṭ  - Miṣr. Its being granted as a hikr was minutely on the back of the petition concerning it sent by this lessee named herein to the Judge and certified witness. 1 'Abū al-Hasan Muḥammad ibn Hibatallāh ibn al-Hasan, the head of the office of prosperous Friday and neighbourhood mosques in al-Mu‘izziyah - Cairo, the guarded, and in Fustāṭ, of the mawārīt al-hāriyya and of the auspicious granaries, may God make eternal the rule of the one who rules them. Its (the petition's) content, omitting the initial blessing, has the following form:

8. His slave reports to that on the island of Fustāṭ  - Miṣr, there is a plot of land, a mound, without buildings, bare to the sky, on the bank of the Nile near Giza that he desires to lease, paying whatever ground rent by fixed instalments and optional deposit in advance as is customary in such cases. 2 It was endorsed on its verso 3 Let the office [look] into that if God wills. Then the following statement was written: The case was referred to the office of mosques 4 and it was indicated that it was the custom to let as hikr the lands and plots of ground that . 5 in the lands of the jāhil of Fustāṭ  - Miṣr, and they constitute assets of this aforementioned office and are within the purview of my master, the Judge 6

9. if God wills. It was written in the first ten days of Ša‘ar, of the year five-hundred and nine. He, in turn, made an endorsement addressed to the aforementioned office, the text of which is as follows: My master, the elder, Bū al-Hasan ‘Ali ibn ‘Abd al-Hamīd ibn Muḥammad ibn ‘Ubaydallāh al-Qāfīfī, supervisor of the government quarters administered in the office of mosques.

10. let him take cognizance of what the petition on its recto contains and what is stated by the office on its verso. Let him examine the land for which the lease has been requested and (establish) whether it is administered in this office, whether it is land that is permitted to be let publically as a hikr, whether the rent of its property and objects of value has been fixed ...

13. with a specific rent, then request from the office verification 1 as to what the customary procedure is in such matters and apprise me of this so that I may execute it; God willing. The supervising witness named herein replied with the following note, headed by his name: I have obeyed what my master, the glorious judge:

14. may God prolong his life, cause to endure his support, his brilliance, his success and his wide influence and crush his enemies - instructed in his minute above and I have taken cognizance of what is at the top of the recto and on the verso of this document. I inspected the area that is alluded to in it and I found that it was bare, without buildings on it.

15. and that it was permissible to grant it as a hikr. I measured it and its measurement was, from the south side to the north side, thirty cubits and, from the east side to the west side, forty cubits, with sides equal in length, according to the (length of) cubit that is in current use. Two dirhams a month have been fixed by way of ground rent for the applicant.

16. and he has made an optional advance deposit of five dinārs of good alloy 7 granting a hikr, and the ‘ākkār of the island in which this plot is situated are administered by this office and it (the island) does not have any ‘ākkār belonging to other offices. In what has been fixed by way of ground rent and will be paid in advance ... in the year five-hundred and nine. Then after this the head of the aforementioned office added a minute instructing that it be registered in the office, that the documents of lease be written and that one of these be archived for the office 8. . 9 this lessee undertaking this hikr mentioned herein in these terms, for a period of ten [complete, consecutive] years.

19. starting the beginning of Šafar of the year five-hundred and nine and finishing the end Muḥarram of the year five-hundred and nineteen, for which constitute currency in Fustāṭ  - Miṣr, in its celebrated land, reckoning at twenty-four dirhams a year .

20. [and] this lessee undertaking a hikr has made an optional deposit in advance to the office for the hikr mentioned herein of five dinārs and [ ] the order of payment? from the office fully ratified by signatures, as is the custom in such cases. [ ] handed over [everything]  

21. that this hikr lease mentioned herein entailed and this lessee undertaking the hikr received it from him in the customary way and it passed into his possession, his hold and his tenancy. His right to use it came into force and also his right to the freedom of action that is customarily granted to those undertaking a hikr in connection with their hikr, without anyone obstructing.

22. or preventing, and his right to build upon it buildings of any kind he chooses, to plant any type of plantation he wishes and to dig a well, if he wishes. He will be free, regarding any of these undertakings, to lease, receive rent, sell and receive a price after the office has received

23. what is owed to it in dues, at the times that they fall due, without delay, withholding or protesting unfeasibility of cultivation, inability to deal with it, impracticability, excess cost of building or anything else whatsoever.

24. These terms will hold throughout the period of this lease until its end. When it ends the status of what he builds is that of buildings owned on hikr land. This
was after they had acknowledged seeing what this lease entailed and recognizing it. They mutually contracted that [it], and separated physically after it was completed and came into force, mutually satisfied with it and executing its provisions. Should any claim be made against this leasee undertaking the hikr with respect to what this lease contained.

26. by anyone, [it is the duty of the official of Friday and neighbourhood mosques [to hand over what is due] to him. The acknowledgement by the lessor granting the hikr and of the lessee undertaking the hikr of what is contained herein was witnessed, after it had been read to them and they had acknowledged [understanding it]

27. in sound health, their actions being legal and acting willingly. This was (written) in six identical copies in the last ten days of Safar, in the year five-hundred and nine. The following corrections and additions should be made: 'the rights of action inherent in a lease', (this is) the correct (text); 'Elie', to be corrected, (this being) the correct (text) herein. Each of these [was witnessed]

28. 'from the southern side to the northern forty cubits, and this is (also) the measurement from the eastern to the western, according to the cubit in common use'. This was witnessed. Valid.

Witness clauses
1. 'Ali ibn 'Ahmad ibn Muhammad ibn 'Ubaydallah al-Qiyyi testified
2. to the acknowledgement by the lessor granting the hikr and by the lessee undertaking the hikr of what is contained herein, on its date. Valid.

3. 'Ibrahim ibn 'Ahmad ibn Mansur testified to [the acknowledgement by the lessor granting the hikr]
4. and by the lessee undertaking the hikr of what is contained herein, on its date, in his own hand.

5. Al-Husayn ibn Musaib ibn al-Husayn ibn Muhammad testified
6. to the acknowledgement by the lessor granting the hikr and by the lessee undertaking the hikr of what is contained herein, on its date.

7. 'Ali ibn Husayn ibn Hibatallah testified to the acknowledgement
8. by the lessor granting the hikr and by the lessee undertaking the hikr of what is contained herein, on its date. Valid.

9. Murshid ibn Yahyai ibn al-Qasim al-Madani testified
10. to the acknowledgement by the lessor granting the hikr [and by the lessee undertaking the hikr of what is herein, on its date.]

Verso
1. In the name of God, the merciful and compassionate. Praise be to God alone and his blessings be upon our lord Muhammad and his pure family and save them.
2. 'Abu al-Husayn 'Eli ibn 'Abi Sa'id Erayim ibn 'Eli, the Jewish sawduster, son of the buyer named on the recto and his heir, acknowledged.
3-5. in the presence of the witnesses of this supplementary document, calling them to
testify, while acting willingly, in sound health and legally capable of conducting his affairs, (acknowledged) that all the buildings that this day stand upon the plot described and defined on the recto and the wells and plantations on it have passed from his possession and have been transferred from his ownership to the ownership of his son 'Ali, by way of the seller, his uncle, according to his stipulation, 'Abu al-Hasan 'Ali ibn Husayn, known as ibn Hayyin, the cashier in the auspicious dar al-wakala, by the right of his purchasing it from him1 for his son [the aforementioned 'Ali, the one for whom the acknowledgement was made] with his money, which
6. is in his possession, with a valid purchase, as the document of sale, the date of which is the same as that of this supplementary document, testifies [ 1 ]
7. the price, which is one hundred and forty dinars, full weight, of good alloy after
8. seeing (the property), acknowledgement and warranty against fault in title. This acknowledges no longer has any right to his property, or to any part thereof, (nor any claim, on account of)
9. nor (on account of) a price, a value, or any type of landed or mobile property, either real or [notional]
10. The one for whom the acknowledgement was made accepted all that from him with a valid acceptance. The acknowledgement by the acknowledge and the one for whom the acknowledgement was made of what is contained herein was witnessed. [That was in the last ten days]
11. of Sa'bîn, in the year five-hundred and thirty-two. There are corrections that are to be added at the end of the document, as follows: 'His son, the aforementioned 'Ali, the one for whom the acknowledgement was made, with his money, which was in
12. his possession, by a valid purchase'. This abrogates the other text. Valid. 'And this price, with which he made the purchase for his son, the one for whom the acknowledgement was made, passed into his care from the money of his son's mother,
13. who transferred it to him'. Valid. 'By way of the seller, his uncle, according to what he stipulated'. Valid.

Witness clauses:
1. Muhammad ibn 'Ali ibn 'Ahmad ibn Muhammad al-Qiyyi testified
2. to the acknowledgement by the acknowledge named in this verso
3. of what is contained herein and on the recto in Sa'bîn,
4. in the year five-hundred and thirty-two.
5. Hibatallah ibn Yahyai ibn Muhammad ibn Jabir testified to the acknowledgement
6. by the acknowledge of what is contained herein and on the recto in Sa'bîn, in the year five-hundred and thirty-two.

3. The uncle.
4. Literally: 'at the end of its lines'.
Commentary

Recito

The term ḥikr referred to the ground rent that was payable on land belonging to the government (Gill, Documents of the Jewish pious foundations, 87-88; Goitein, Mediterranean society IV, 37-38). It is referred to in a number of Genizah documents including T-S H101.175 [no. 1] and T-S Ar. 41.92 [no. 3] of the present volume. Ibn Mammāti (Kitāb qawānīn al-dawāwīn, 342) defines ḥikr as ‘a fixed rent on plots that are waste ground at the time of their lease, or (plots) on which dwelling places and the like have been erected, or (plots) on which gardens and the like have been cultivated ... they are maintained by their owners after the end of the period of the lease’.

Land was often donated as a pious foundation (ḥabš/waqf) to mosques in Muslim Egypt. Presumably this is why the ḥikr lease described in our document was dealt with by the ‘office of Friday and neighbourhood mosques’. Compare the Genizah document T-S 16.65, a deed of sale written in A.D. 1117 by a Jewish notary, which refers to ‘the market known as the foundation of Yunus, which is administered in the Office of Friday and neighbourhood mosques (al-sīq al-maẓrāʿ bi-hubs [sic] Yunus wa-yāṣirī fi dīwān al-jawāmī wa-l-maṣājd).’ At this period there was a separate ‘office of pious foundations’ (dīwān al-aḥbāb); see Ibn Muyassar, Ḩabšur Miṣr, 31 n.1, al-Masabbiḥ, Ḩabšur Miṣr, 678, 6912.

3. For the nishāṣ al-qādī see al-Samānī, al-Anṣāb X, 313; Grohmann, Milano, no. 31 (p. 245). The supervisor ‘All ibn ‘Aḥmad al-Qāṭīfī is also one of the witnesses to the document. al-sūḥa al-Rab’ al-kawm al-kaṭf ‘ilā al-samā’; The term ‘Rab’ here has the sense of ‘an urban estate belonging to the government’. Such ‘estates’ (riba’ soltanīyya) are referred to in other medieval sources, e.g. al-Maẓmūnī, Kitāb al-minkhāl, 34, 44, 62. The government received revenue from the lease of these estates, both those that were inhabited and those that were uninhabited (Becker, Islamstudies I, 269) shows, on the basis of al-Maẓmūnī’s Kitāb and inscriptions, that riba’ referred specifically to urban estates whereas rural estates were called ‘aradī, cf. also Frantz-Murphy, Agrarian administration, 40 n.9. The riba’ were sometimes rented out to tax-farmers (duḥma‘); cf. the decree issued by the Fāṭimid vizier al-MMūnī which is recorded by al-Maẓmūnī, Kitāb I, 8435 (ṣadīqa ‘al-rab’ī) = Ibn al-MMūnī, Ḩabšur Miṣr, 50). A decree issued by al-Ḥāfiz in 525 A.H. (Stern, Fāṭimid decrees, no. 3) mentions a government office responsible for the inspection of confiscated estates, government estates and gardens (dīwān al-isti‘ād 5.

4. ‘Ithin:ū; The 8th verbal form of the root ḡkr is generally used to refer to the act of renting a plot by paying ground rent (ḥikr). The verbal noun is used here, as elsewhere in the document, to refer to the plot itself. The title al-rayyīs does not necessarily indicate that the person was a communal leader. In the Genizah documents it sometimes refers to physicians; cf. Goitein, Mediterranean society II, 246.

Between the end of the definition of the boundaries of the land and the indication of the period of the lease an elaborate description is given of the administrative procedure that was followed in the government office prior to the drawing up of the present document. This insertion extends from line 6 to line 18. It gives us an important insight into Fāṭimid administration. We may reconstruct the procedure as follows. For the sake of clarity each stage in the procedure is given a number.

(1) The prospective tenant sends a letter of application (ruq‘a) to the head of the office of Friday and neighbourhood mosques, the judge ‘Abī al-Ḥasan Muḥammad, which, after the customary formulary blessing to the addressee, has the form that is reproduced in lines 9-11. He states that there is a plot of land on the island of Fāṭiṣāt (Rawḍa island) that he wishes to lease as a ḡkr.

(2) The judge minutes the back of the letter with an instruction for the office to look into the matter (line 9).

(3) Then, after this is carried out, a further endorsement is added to the letter, the wording of which is reproduced in lines 9-11. This is written by an official of the
office. It states that the matter had been referred to the office of Friday and neighbourhood mosques, that it has been indicated that it was the custom to lease as ḥikr the land on the island of Fustat and that the office is responsible for them. This endorsement closes with the date, i.e. the first decade of Ṣafar, 599 A.H. Considering that our document of lease is dated the last decade of Ṣafar, the administrative procedure within the office of mosques must have taken at least two weeks.

(4) Then the head of the office, the judge 'Abū al-Hasan Muḥammad, adds a further minute addressed to the supervisor of 'government quarters' (matariṭ al-ribā' in the office. The wording of this minute is reproduced in lines 11-13. The matariṭ is instructed to examine the letter on the recto and the endorsements on the verso. He is to investigate the case of the land for which a lease has been requested and, if he ascertains that it is administered by the office and that its lease is permitted, he is to verify with the office what procedure is customary in such matters. This is an advance on stage (3), in which the specific case of the land that the applicant wished to lease was not investigated. Finally the matariṭ is to inform the head of the office of the necessary procedure so that he may execute it.

(5) The matariṭ then replies in an endorsement headed by his name ('ajāhiḥu bi-mā tarjamahu bi-ismihī, i.e. he put his name in the tarjama'). The wording of this reply is reproduced in lines 13-17. It opens 'imaṣāṣalītu ma‘ amarrat bihi ḥadrat mawṣūla al-qādī ... fi tawqifah allaḍi bi-idhā i‘ have obeyed what your excellency, my lord the judge, has ordered in his minute above'. He states that he has taken cognizance of the letter of application and the endorsements and has examined the plot of ground in question. He has found that the plot is open ground without buildings and that it can, therefore, be let as a ḥikr. He indicates the dimensions of the plot, the ground rent that has been fixed and the optional payment in advance that has been made. The report closes with the date.

(6) After this the head of the office adds a final minute giving instructions for the case to be registered in the office and for the drawing up of documents of lease, one of which was to be deposited in the office archives (lines 17-18).

This procedure is similar in many respects to the one that was followed by the Fātimid administration in the processing of petitions. For further details see the introduction to section XII.

Extant Arabic documents from Egypt of the third and fourth centuries A.H. that concern the leasing of government land and property also reflect a procedure whereby the contract was made between the parties by written correspondence. The tenant sent a letter of application to the government requesting a lease and a government official replied in a separate document authorizing the granting of the lease; cf. APEL, 78, 79, 80, 81, 82, 83, Rāghib, Studia Iranoica XI, 293-99.

6-7. The judge 'Abū al-Hasan Muḥammad is said to be the head of the office of the Friday and neighbourhood mosques in Cairo and Fustat, and also of the intestate legacies and the government granaries. The administration of the last two institutions was the responsibility of the office of mosques (see the commentary to no. 10). The epithet sa‘īda indicates that granaries were a government institution. This frequently qualifies the names of government institutions in the medieval sources, e.g. T-S Ar. 40.37 (no. 117, Fātimid decree) (ḍawān al-nazar al-Ḥāfiẓ al-sa‘īd), Or. 1080.1577 (no. 84, Fātimid petition) (al-dīwān al-sa‘īd), T-S 20.145 (al-ustūl al-sa‘īd 'the auspicious battleship'), also Abū Sāliḥ, The churches and monasteries of Egypt, fol. 40a, Stern, BSOAS XXVII, 28, al-Qalqashandī, Suph. VI, 185, 188, al-Maqrizī, Kitāb I, 444, ibid., ed. M. G. Wiet, II, 17. The Fātimid government granaries were situated in various areas of Cairo and, according to Ibn al-Jawwārī, contained 300,000 ‘irdābbs of grain. A food allowance from the granaries was given to government employees, including those responsible for mosques (ṣarāb al-ṣawāmī bi-masājīd); cf. al-Maqrizī, Kitāb I, 464-65; idem, ‘irṣāl al-baḥrā‘a 1, 71; al-Qalqashandī, Suph. III, 475; al-Nuwaysrī, Niḥāyat al-‘arb VIII, 219; Ibn Mammālī, Qawānīn al-dāwāwīn, 350. The judge is also described as an accredited witness (ṣāḥib ‘adil). Similar references to a man both as a qādī and as a ṣāḥib are found in other documents, e.g. T-S Misc. 29.8 (no. 41, acknowledgment) (al-qādī ‘Abī Bakr ‘Aḥmad al-ṣāḥib), T-S Ar. 40.126 (yaṣīl li-dār al-wakāla yusalmā ‘ilm-l-qādī - Ṣadr al-Dīn al-ṣāḥib bihā 'let it reach the agency house, let it be handed to the judge, Ṣadr al-Dīn, the sāḥib in it').

7. bi-Mu‘izziyah al-Qāhirah: For this double name of Cairo see the commentary to no. 10.

8. wa-yatharaburra bihi: The verb tabarrūra has the sense of 'to act of one’s own accord'; cf. Dozy, Supplément I, 73 - tabarrūr 'd'es actes purent facultatifs'. The voluntary payment in advance is contrasted with the fixed instalments. The same expression is found in lines 16 and 20.

15. bi-dīrā‘ al-‘amal: The 'practical cubit' is referred to in in many Egyptian sources. According to al-Maqrizī (Kitāb I, 380-4) it was equivalent to the so-called Ḥātimī cubit, which was introduced by the 'Abbasids during the reign of al-Manṣūr (136-8 A.H./A.D. 754-75). Hinz (Islamische Massen und Gewichte, 55) calculates its length as approximately 66.5 cm. For references to dīrā‘ al-‘amal in the medieval sources see Grohmann, Einführungen, 173-74, Sauvage, JA VIII 8 (1886), 507-509, to which one may add Ibn ‘Abd al-Zāhir, cited by Casanova, Réconstitution toponymique, 207; misḥabatā ‘al‘ dīrā‘ al-‘amal. Muntaza‘uhs. The fifth and eighth form of this root are used in the sense of 'requesting the drawing up of (a document)'; cf. T-S NS 305115 [no. 81, testimony] (ẓāhidī man wa‘qā‘a ismahā fi ‘ākhir hādā al-mahdār ‘annahum yarfūn Bū al-Ḥasan ibn ‘Abī Sahl ibn ‘Irāhīm al-mutafabībī muntazi‘uhs maw‘tītān saḥḥātān ‘The people whose names occur at the end of this court record testified that they know Bū al-Ḥasan ibn ‘Abī Sahl ibn ‘Irāhīm, the physician, with a sound knowledge'); T-S Ar. 39.452v3-4 (no. 120, wa-l-yugarr bi-yu‘ muntazi‘uhs ‘let it be deposited in the hand of the man who has requested it'); T-S 8.106 [letter] (wa-sa‘ālihu fi ‘an yastanji‘i‘ fi siyll min al-hādra al-tāhira ‘they asked him to request for me a decree from his Pure Majesty (the caliph)'; Ibn al-Sayrāfī, in al-Nuwaysrī, Niḥāyat al-‘arb IX, 77.7 (mutani‘ajjīz al-mahdār ‘the one requesting the document'); Ibn Ḥajar, Rāf al-‘iṣrā, 58816 (‘a-khābar bi-dālīka al-Mu‘izzī...
1. بسم الله الرحمن الرحيم
الحمد لله محمد الشاكرين
هامماً استناج عمر بن موسي مولود القامة
2. سخر الزمن رقى العشرة حال في الأعواذ الجهية ومن حول الراحة
3. أحدهما أخذت أجزءه أشبهه عليه خضفام مستندر اللحية من مباسه
4. أبدها أسماع المعرفة والنداء بالكوارن اليونانية استناد
5. منها صفاءً واحداً وفقهًا واحداً جميع القالعة السفلي التي ذكرت هذه
6. الأجزاء منها حولت فوق ظهور النار لها وفي ملكها ملكاً صحيحاً وفاقياً
7. في البعض وبعدها نادى المطر والسفن الذي على بيت الدخول لهذه القالة
8. والمقابلة له وحصان الدخول الذي على بيت الدخول لهذه القالة
9. المذكرة وهي بسط عمود بسط عمود في القالة الغرفة المعرفة
10. وربط شبه إخلاء وحود إخلاء بعد الأزول هو الإقبال أنتهى إلى النار
11. الكبرياء من جسر قبضة يد اللواء والقزي من القضاء هو وهو الحريث المتي
12. الطريق الفصل فيما بين هذه الدار بين الدار المعروفة كان بالشريعة أبي عبد الله
13. محمد بن عبد الوهاب بن عبد المطلب في الطويل وحول الود ال]
14. الفصل هو الشرقي أنتهى إلى الدار المعروفة و важно أن يسرع أبي عبد الله
15. بيروفين المعبدين وكان به عرف بورته والغريبه أنتهى
16. إلى النار المعروفة بأناب الشرقي وبسن العباس المذكور حدث ذلك
17. كله وحوجة ومقابلة وحوجة للمنزلين العلويين على
18. هذه القالة فأنهما لم يدخل ولا شيء منها في جميع ما وقعت عليه هذه الأزمة
19. وجميع ما وقعت عليه هذه الأزمة من أثر لا تقتلي لمدة
20. واعدة كاملة أنها لم تمتلئ ذو اللعبة من سنة عشرين وخمس مائات
21. وأخرى أضافها شوال من سنة عشرين وخمس مائة ببكة ببكة
22. في هذه المدة خفية وأرعين لمها ووقاية جياداً وأرعين مما في حملها
23. بعمر حسابا لكل دفعة من ذلك أثر دافعه أجرة مجتازة مسجية
24. هذه الأزمة على هذا المستار يعزى ذلك هذه الأزمة
25. قسم كل شيء منها في سلمة بغير مقدار ولم يعين ولا حماكة
26. وسمعت هذه الأزمة إلى هذا المستار جميع ما وقعت عليه هذه الأزمة
27. وتم ذلك منها وصار في ذلك جزء من الاستفلاج بذلك وسكنه والذين فيه
28. طول هذه المدة التي اختل فيها، وتعافت هذه الأزمة بعد الرزق للكتاب
29. (ب) (ع) (ع) (ع)
وثَفَقَ بالإدانة بعد تمامها ووجودها وعبر تراض بها وانفاذ لحكمها
وضمن الجريمة للمساواة الدكر في ذلك للذين سُجِّلوا على أمر الجريمة
والمساجد المتكroken فيها بما فيه فهو قرارة عليهما وكذلك في اليوم الخامس
من ذي القعدة سنة عشرين خمس مائة وهب وعُرف بهذه المواجهة فتوج بن فضل المؤكل
باب المحكمة بصرى. وما عمره يود من حسن الخروقات اليهودى وعليه سُجِّل في تاريخه
فإن حرف مصلح عمر وهو صحيح

Witness clauses

1. شهد عبد الباقى بن إبراهيم بن السلم على
2. أمر المرأة الجريمة والمساجد بما فيه
3. المذكور في بخاريه صح

4. أشهدى المساجد بإقراره
5. محمد بن حسن بن أحمد بن الحسين في
6. العشر الأول من ذي القعدة سنة خمس مائة

7. شهد عبلات بن بجعل بن أحمد يوح
8. على أمر الجريمة والمساجد بما فيه
9. في العشر الأول من ذى القعدة

Verso

[المسافجات من باطن هذه الجريمة إلى استقبال
1. رمضان
2. قبضت جميع ما في باطن [لذي] هذه الجريمة

3. أشهدى الاجرام المسحومة بأبوها ينضمها
4. الجريمة المعبانة على المساجد بأيامه
5. أفاضت الجريمة وهو استمر بإجارة غيرها
6. مشاهدتها...سنة أحد عشر وعشرين وخمس مائة... صح
7. وكتب عبد الوهاب بن أحمد بتاريخه صح

Textual notes

Recto

4. I cannot offer a satisfactory reading of the woman's name at the end of the line. A reading such as (ya'âsfa 'one who makes desperate') is possible, though curious. I have not found such a name in any medieval source. The second 'alif is ligatured to the following letter as frequently occurs in this document. The orthography of 'â with two 'alifs is found in other documents, e.g., wa'âbra'âhu - T-S Ar. 3817).

13. Note the position of the verb kânât after the adjective. Compare this with the placement of kâna after the noun al-mu'âdâd in lines 14 and 15. This type of construction is found in other medieval documents, e.g., T-S 3015.21 (wa-â'ira mayâhîl mâlûh kâna - 'They are books which used to be in good condition.' Cf., Diem, Der Islam LIII, 248-283.

21. The casus rectus of the particle dâ is used where Classical Arabic requires the casus obliquus; cf. Hopkins, SGEA §164b.

33. The siglum َ marks the end of the main text of the document.
16. ibn al-Ḥusayn al-ʿAbbāsī, formerly an accredited witness in Fustāt, then subsequently by (the name of) his heirs. The western boundary extends
17. to the house known by (the name of) the daughter of the aforementioned ʿAṭīf Ṭurkī al-Ḥusayn al-ʿAbbāsī. (He leased it) with all its boundaries,
18. rights, amenities, and facilities, except for the apartments situated above
19. this ground floor, for neither they, nor any part of them, have been included in everything that this lease entailed,
20. everything that this lease entailed being free, without encumbrance. (He leased it) for a period of one
21. complete year, beginning on the first day of Dū al-Qaʿda of the year five-hundred and twenty
22. and ending on the last day of ʿĀṣār al-Qaʿda of the year five-hundred and twenty-one, for a rent
23. in this period amounting to forty-eight dirhams, waraq, of good alloy, full weight, which are used as currency
24. in Fustāt, reckoning at four dirhams for each month thereof, with a valid, operative lease,
25. this rent being payable by the lessee in instalments. He undertakes to pay this to this lessor monthly,
26. an instalment every month at its end, without any delay, withholding, oath, or litigation.
27. This lessor handed over to this lessee everything that this lease entailed
28. and he received that from her and it passed into his possession. His right to have the usufruct of it, dwell in it and store in it
29. throughout this period until its end came into force. They contracted together this lease after having inspected this property
30. and separated physically after its completion and coming into force, mutually satisfied with it and executing its provisions.
31. The lessor granted the lessee a warranty against any defect in title regarding all of that. The acknowledgement by the lessor
32. and the lessee mentioned herein of what is included herein was witnessed, after it had been read to them. This was on the fifth day
33. of Dū al-Qaʿda in the year five-hundred and and twenty. Futūḥ ibn Faḍl, the representative
34. at the al-Hukm gate in Fustāt, formally recognized this lessor and also ʿAbū ʿUmar Dāʾūd ibn Ḥasan, the Jewish manufacturer of purple cloth, and it was witnessed on its date.
35. It contains a corrected word: ʿUmar, which is correct.

Witness clauses
1. ʿAbd al-Baqī ibn Ṭibrīḥ ibn al-Salām testified to
2. the acknowledgement by the wounded person and the lessee of what is contained herein. .......
3. mentioned herein, on its date (valid).

4-5. I, Muḥammad ibn Ḥasan ibn ʿAbd ibn al- Ḥusayn, was called by the lessee to witness his acknowledgement, in
6. the first ten days of Dū al-Qaʿda in the year five-hundred and twenty.
7. ʿAbdullāh ibn ʿAbd ibn ʿAbd (valid) testified
8. to the acknowledgement by the lessor and the lessee of what is contained herein
9. in the first ten days of Dū al-Qaʿda.

Verso
1. I have received in full (what is stipulated on) the recto of this lease up to the beginning
2. of Ramaḍān.
3. I have received everything (that is stipulated) on the recto of this document.
4. The lessor named on the recto called me to witness her receipt
5. of the rent that was recorded as being owed by the lessee on the recto.
6. The lease came to an end and he contracted another lease,
7. the monthly payment of which ... the year five-hundred and twenty-one... (valid)
8. Written by ʿAbd al-Wahhāb ibn ʿAbd on its date (valid).

Commentary
Reto
8. bāḥ murabbaʿ: Most small houses had rectangular doorways. Larger houses usually had arched doorways with two door leaves (Goitein, Mediterranean society IV, 60).
11. According to Ibn Daqīq al-Maqaṣīd, ʿüsqaʿ al-Ṣaḥaqa was also known as ʿüsqaʿ al-ʿĀqūd and ʿüsqaʿ Mahīl. He states that 'this street is a cut-de-sac. Most of it is behind the dar of Ḥalaf al-Kindī (in which nowadays copper is beaten), which stands opposite the mosque of 'Amr. It is named after Ṣaḥāqa ibn al-Ḥasan al-Ṣaṭīfī, the muḥtasib of Fustāt, who died in the year 350' (Kitāb al-ʿitṣār IV, 1627-173-3). Ḥalaf al-Kindī bought the dar that is named after him when he came to Egypt with al-Maʿmūn (Ibn Daqīq al-Maqaṣīd, IV, 617-20). The property described in our document was on the south side of ʿüsqaʿ al-Ṣaḥaqa, adjacent to the dar of Ḥalaf al-Kindī, see the map in Casanova, Réconstitution topographique, 134. On the east and west boundaries the property was flanked by other houses on the same side of the ʿüsqaʿ, implying that at the point in which the property was situated the dar of Ḥalaf al-Kindī did not directly give on to ʿüsqaʿ al-Ṣaḥaqa.
14. al-ḥuṭrīdā: 'Accredited witness'; cf. T-S Ar. 42.171r:6-7 [no. 52] (al-ṣuhād al-ḥurṭīdān), T-S NS 96.66 [no. 95] right column 38 (al-ṣuhūd al-ḥurṭīdān). They are more often referred to as 'ʿadāl. For the term muṣaddal see al-Ṭarsīsī, Kitāb al-Ṣaḥīḥ, DTKI, 51-53. The word in the present document could also be read as muṣaddāl. This was an official who assessed the suitability of people to act as accredited witnesses, also known as al-masākkī or ʿāqīb al-masākkī; see E. Tyan, Histoire de l'organisation judiciaire en pays d'Islam, 238f.
23. The waraq dirham, or 'black' dirham, contained a substantial alloy of copper.
Approximately three of them had the value of a full silver dinar (mutamid) and from thirty-six to forty of them that of a dinar; cf. E. Ashtor, *Histoire des prix et des salaires dans l'Orient médiéval*, 121-23, 240, 276, 283, 312, Goitein, *Mediterranean society* I, 360, 369-92. For the phrase mimnā yutadām bī ham bī-Misr, which frequently qualifies dirhams in legal documents see Goitein, *Mediterranean society* I, 384. In some documents the phrase clearly refers to the currency of the capital, e.g. al-mutadāmal bī ham bī-l-Fustāt Misr (T-S Ar. 38.81 [no. 38]). This would suggest that Misr in our document should be interpreted as also referring to the capital.

24. Four dirhams a month was a relatively low rent. We learn from a comparison of other Genizah documents that people in very modest circumstances paid about this amount in rent for their living quarters, see Goitein, *Mediterranean society* IV, 94.

33. wa-‘araṣa bī-hādīḥi al-muqāfira. This is an addendum attached at the end of the document formulary, possibly because the people who recognize the lessor are not accredited witnesses (‘udāb). Some ‘/qār (acknowledgement) documents indicate that the witnesses confirm the identity of the maqārī with the following formula, or variants of it: wa-‘uquitū luha maṣḥitān wa-bihi ‘ārifān ‘his witnesses confirming him and recognizing him’, e.g. T-S Ar. 38.85 [no. 39], T-S Ar. 38.714 [no. 40], T-S Misc. 29.8 [no. 41]. In all such cases the formula occurs within the body of the document. The Bâb al-Hukm is mentioned also in T-S Ar. 53.45 [no. 15, document of sale].

35. There is no mistake in the two occurrences of the word amr in the document (lines 2 and 34). Our document, therefore, must be a copy of an original that contained such mistakes. The presence of testimonies written by the original witnesses suggests that it was written at the same time as the original.

25
Lease of a small house
(531 A.H./A.D. 1336-37)

T-S Ar. 38.119. Paper. 30.8 cm. x 16.7 cm. A later hand has written Hebrew liturgical poetry on the verso and in the right margin of the recto.

Text

[Text is not transcribed here.]

Witness clauses:

[Witness clauses are not transcribed here.]
شهيء عبد الله بن ثابت بن محمد بن أحمد
على اقرار المستأجر بما فيه تاريخه

Textual notes
2. المزار: It is also possible to read "المزار" (the butcher) or "المزار" (the leather bottle maker); cf. Grohmann, APEL I, H5, n.3. Only the bottom of the letters khw and lâm in the word كليل كليل are extant.

13-14. The casus rectus of the particle dâr is used where Classical Arabic requires the casus obliquus; cf. Hopkins, SGEA §64b. The reflex of Classical Arabic "النَّدَّاء" (النَّدَّاء) is written with dâr; cf. Hopkins, SGEA §21b.

20. The initial bûd of بعد is very faint.

Translation
1. In the name of God, the merciful and compassionate. Praise be to God alone
2. This is what 'Ali ibn Hassân ibn Ma‘âli al-Tarabulusi, the sewer of skins, who on this day is a middle-aged man, pure reddish-brown in complexion,
3. with a smooth forehead, in which there are some wrinkles, with light hair between the eyebrows, with dark brown eyes, a hooked nose, a round beard and
4. with the top right incisor missing,
5. leased from the elder Tiqat al-Mulk Şanî'at al-Dawla 'Abû al- Husayn Sa'id ibn Manşar,
6. one of the supervisors of the office of prosperous Friday and neighbourhood mosques. He leased from him, with one clapping of the hands and one contract,
7. all of the small house within the garden known by (the name of) Zaytûn, which was itself excluded from this lease,
8. in Fuṣṭât - Miṣr, in Birkat Ramûs, adjoining Kawm Dînâr, (Kawm) al-Maǫûnîq,
9. the shore of the blessed Nile and various (other) places. It is the small house
10. within the garden,
11. with a door with an arched vault, a corridor, a lower courtyard, a living room
12. with a fountain in the middle,
13. with upper apartments, together with amenities and rights. This is well known in
14. its full description and definition herein being, therefore, superfluous, (this small
15. house), all of which the elder Tiqat al-Mulk Şanî'at al-Dawla, this lessor, stated
16. belonged to him and was in his ownership, as a valid asset and an established
17. right with legal force, in his possession, it being
18. free, without encumbrance. (He leased it) for a period of four complete,
19. consecutive years, the beginning of which is the first day
20. of Dû al-Qa‘da of the year five-hundred and thirty-one and its end the final day
21. of Šawwal
22. of the year five-hundred and thirty-five, may God allow him to attain that in
23. prosperity, health, security and safety.
24. for a rent amounting in this period, in cash, of good alloy and assayed,

Commentary
5. ‘ahd mawâllî dîwân al-jawâmî ‘wa-l-masâ'îd al-mu‘mâra: The head of one of the subdivisions of this government office is probably intended; cf. T-S Misc. 29.24 [no. 23] where an official is described as mawâllî al-‘aḥbâs wa-l-‘aḥkâr al-diwanîyîn al-Jârîyîn fi dîwân al-jawâmî ‘wa-l-masâ’îd ‘the supervisor of the government foundations and ‘aḥkâr administered in the office of prosperous Friday and neighbourhood mosques’. In other documents where one of the parties is stated to be a government official he acts on behalf of the government office to which he belongs, e.g. no. 10 (Jâbir ibn Nâṣîr buys a house from two trustees of legacies belonging to the Farajî office), T-S Misc. 29.24 [no. 23] (’Efrayîm ibn ‘Ellî rents land as ‘aḥkâr from a supervisor in the office of Friday and neighbourhood mosques). This is shown by the fact that only the office is mentioned in the warranty formula to avoid any personal liability being incurred by the employees of the office (see the commentary to no. 10). It is probable that also in the present document the lessor is acting on behalf of the government office. There is no full warranty formula, however, that would verify this. The department of the office of mosques concerned may have been that of intestate successions (al-mawâriṯ al-khâṣîyya), as is the case in the document of sale no. 10, or that of government foundations and ‘aḥkâr (al-‘aḥbâs wa-l-‘aḥkâr), as in the lease T-S Misc. 29.24 [no. 23]. This know from this last document that the administration of both of these institutions fell within the purview of the office of mosques (see the commentary to no. 10).

7. The Birkat Ramûs (pool of Ramûs) was situated in the district known as the Hamrâa in the north of Fuṣṭât, near to the bank of the Nile; see Casanova,
Récomposition topographique, 178-79, Plan I. Kawm Dinâr and Kawm al-Maṣâniq were two mounds (kimân, singular kawn) in the vicinity of Birkat Ramîs. Kawm Dinâr lay to the south of the pool. It was named after a certain Sayyî Dinâr, who was buried in it (Ibn Daquqaq, Kitâb al-intisâr IV, 53:2-3). It is mentioned in other Genizah documents, e.g. T-S Ar. 3830, line 6. Kawm al-Maṣâniq lay to the north of the pool. It was so called since, originally, criminals were throttled there (Ibn Daquqaq, Kitâb al-intisâr IV, 53:4-6: yuṣnaq 'alayhi 'arbâb al-jarâ'îm). See the maps in Casanova, Récomposition topographique, 173, 183, Plan I. I have not been able to trace in the sources a bustân known as al-zaytûn, but we learn from Ibn Daquqaq that a darb called Darb al-Zaytûn ran north from Birkat Ramîs (Kitâb al-intisâr IV, 27:20; cf. Casanova, Récomposition topographique, 174-76). Our document describes the Bustân al-Zaytûn as leading to Kawm Dinâr, Kawm al-Maṣâniq and the bank of the Nile. It must, therefore, have been adjacent to the bank of the Nile and extended to the north and south of Birkat Ramîs.

9. al-bâb al-naḍqûd hânîya. For the occurrence of this phrase in other documents see Goitein, Mediterranean society IV, 364, n.62.

10. The definition of the boundaries is omitted due to the fact that the property is well known in the area in which it is situated. This practice is attested in other documents, e.g. T-S Ar. 51 [no. 22, lease].

Translation
1. This is what 'Isâq ibn Sa'd the Jew leased [ ]
2. all the house that belongs to her, in her ownership and possession [ ]
3. its boundary to the south is the house of 'Abû al-Faraaj, the sewer of skins, [ ]
4. in the north the road and in the east the road [ ]
5. months and days, the beginning of which is the first day of [ ] and the end of which is the last day of [ ]
6. al-Ḥiṣâ of it, for four dinârs, gold, in minted coin [ ]
7. nor protest in any other way whatsoever [ ]
8. everything that this lease entailed [ ] he called witnesses
9. in the last ten days of [ ]
Lease of a house
(First half of the sixth century A.H./twelfth century A.D.)

T-S Ar. 38.115. Parchment. 26 cm. x 25 cm. The verso is blank.

**Text**

1. بضمن الله الرحمن الرحيم الحمد لله وحده وسلمه على سيدينا محمد نبيه وإله الطاهرين.
2. [ ]穿以圣王的奇迹，他没有在以色列的先知中留下任何痕迹。
3. [ ] 他的名字在其中记载，他的祈祷被接受。
4. [ ] 没有干涉，没有干涉，没有干涉，没有干涉。
5. [ ] 一句话，一句话，一句话，一句话，一句话，一句话。

*Mentioned in this lease...*

6. [ ] which adjoins the courtyard...
7. [ ] leading from it...
8. [ ] 　...[ ]
9. [ ] 　...[ ]

**Commentary**

2. The lessee is 'Abū Zikrī ha-Kohen, Yehudah ben Yosep, who is known from many other Genizah documents, some of them written in his own hand. He was of Magribi origin and was a descendant of a family of Palestinian Gaons. He lived in the first half of the twelfth century A.D. and worked as a representative of merchants in Fustat, directing the activities of Magribi merchants both in Egypt and on the trade route to India. He acted also as a banker. His status of 'Kohen' (i.e. priest) is reflected in our document by the adjective *Hārām* 'Aaronite'; cf. Ginzin, *Mediterranean society I-V*, indexes, idem, *Letters of medieval Jewish traders*, 62-65, 181-85, 199, 299-300; Cohen, *Jewish self-government*, 105-106. For the Gaonic family of 'Abū Zikrī see J. Mann, *The Jews in Egypt and in Palestine under the Fātimid Caliphs*, New York, 1970, II, 62-66.
III

DOCUMENTS OF ENDOWMENT
Endowment of two houses
(Fifth-sixth century A.H./eleventh-twelfth century A.D.)

T-S Ar. 38.77. Parchment. 28.5 cm. x 16 cm. The verso is blank.

Text

[1. بسم الله الرحمن الرحيم [الحمد لله [وحده
[2. هذى مَتَى صدق به ووافقه وحسنله
[3. جواز أمره وهو طائع غير مكره ولا مَضْتَهَد
[4. ملكا
[5. معرفة بالدويرة والآخرة بدار البقر
[6. صحيحا وحقا وأجا في به واحماها وهي ل]
[7. التحسين وكمها يفسطاف [مصر
[8. بكتيصة ميكانيك على الطريق المسلوك إلى راشدة واللي
[9. من أصل من راشدة وجحان الآصر تعين وسو خلف [الملكاتورة
[10. بالساحة العبدى يذكرها فيه حدود أربعة الحلود الأول وهو الفقيه بعضه
[11. ينتهى إلى الكنيسة ميكانيك ويبعد إلى الساحة الأ]
[12. الحد الثاني وهو البحرى [ينهى إلى
[13. منها ونهايته إلى الكنيسة وهو الموضوع [لدى
[14. كل]

Textual notes
3. The ligature of lām + 'alif before the words مَضْتَهَد consists of two separate vertical strokes, the second of which is linked to the beginning of the following word.
6. Only the bottom of the final tā in the word يفسطاف has been preserved.
8. There is a hole in the șad of اتصل.

Translation
1. In the name of God, the merciful and compassionate. Praise be to God [alone
2. This is what [bestowed and granted as a pious foundation
3. his actions being legal, while acting willingly, not forced, coerced or constrained
4. known as the little house and the other as the cattle house
5. as a valid asset] and a right with legal force in his possession. One of them, this
being [making a pious foundation, in Fushā [-Miṣr
7. the church of St. Michael, on the road leading to Rāśida and to
8. anyone arriving from Rāṣīda and the aforementioned gardens of the `amīr Tamīm ibn Bū Ka`fāl.
9. four boundaries [surround] the aforementioned square. [The first boundary, which is the southern, part of it]
10. extends to the church of St. Michael and part to the square.
11. The second boundary, which is the northern, extends to 
12. from it, and it extends to the church, this being the place that 

Commentary
4. Dār al-Baqār: If this reading is correct the location cannot be the same as the Dār al-Baqār mentioned by al-Maqrīzī (Kitāb II, 68), which lay to the north of Fustāṭ, near Birkat al-Fil. The properties described in our document lay to the south of Fustāṭ (see line 7).
7. The church of St. Michael and the district (qiṭṭa) of Rāṣīda were in the south of Fustāṭ, in the vicinity of Birkat al-Ḥabash (al-Maqrīzī, Kitāb I, 297-98, 343, al-Qalqasandi, Subh III, 331, Casanova, Reconstitution topographique, Plan I).
8. The jinān al-`amīr Tamīm were situated in the qiṭṭa of Rāṣīda (al-Maqrīzī, Kitāb I, 297:25).

Textual notes
2. There is a miniature independent hā' under the hā' of the word فرح.
10. The niʿba may be read also as إلماز (column). This relates to the village of مازرًا near Wāṣīṭ in Iraq (al-Samʿānī, Kitāb al-`ansāb XII, 13).
Translation
1. In the name of God, [the merciful and compassionate.]
2. This is what Faraṣ ibn Nāṭān ibn ‘Ālān the Jew bestowed [ ]
3. the press that has been renovated for the purpose of pressing olive oil, which is
   referred to in the document below [ ] together with a description of its
equipment [ ]
4. this document, which this aforementioned press [ ] the enclosure and what
   is in it, the entirety of each portion [ ]
5. as a valid [asset] and a right with legal force in his possession and each of the
   aforementioned portions. It is the entirety of his right and his portion
5. places separated from it, among them being the entirety of the press that has
   been renovated for the purpose of pressing olive oil, that is in [ ]
7. Bānū Wā’īl and al-Fārisiyīn, and other contiguous streets and localities. (He
   bestowed them) with [ ]
8. their columns and their equipment, which are known to belong to them and are
   attributed to them, with a mill wheel of Ḥawrānī stone [ ]
9. store-rooms and cisterns newly adapted for olive oil, a cold room, animals of
   burden, together with the amenities and rights. It is enclosed [ known]
10. formerly by (the name of) al-Mādarānī, leading from it to the market of Bānū
    Wā’īl. The second boundary, which is the southern, extends [ to
11. leading from it to the market of Bānū Wā’īl. The fourth boundary, which is the
    western, extends to the street that [ ]
12. all of it ... all of the portion amounting to two thirds, sixteen shares out of
   twenty-four shares [ ]
13. leading from it to al-Hadīd lane, ‘the two rows’, and the church of St. Sergius
   [ ]

Commentary
7. Bānū Wā’īl was a district on the outskirts of Fustāt, adjacent to the Nile and
   southwest of Qasr al-Šām’ (Ibn ‘Abd al-Ḥakam, Kitāb futūḥ Miṣr, 125, 128,
   al-Maqrīzī, Kīṭaṭ 1, 267/26, 29, 30, Ibn Duqmāq, Kitāb al-ʿintīṣār IV, 39/9,
   Casanova, Réconstitution topographique, Plan I, Worman, ‘Notes on the Jews of
   Fustat’, 38). It was named after one of the old Arab tribal groups in the Muslim
   army that conquered Egypt. Al-Fārisiyīn was an area contiguous with Bānū
   Wā’īl (Casanova, Réconstitution topographique, Plan 0).
10. [al-mudrīf] qadīman bi-l-Mādarānī: This may be referring to the gardens of
    Kahmas ibn Mu’āmmar al-Mādarānī, which were situated in the adjacent kīṭaṣ of
    Rāṣīda (al-Maqrīzī, Kīṭaṭ 1, 297/25; jīnān Kahmas ibn Mu’āmmar allāḏī ārīḍa
    bi-l-Mādarānī).
13. The Church of St. Sergius was in Qasr al-Šām’ (Monneret de Villard, ‘Ricerche
    sulla topografia di Qasr el-Šām’, BSRGE XII, 229-30, XIII, 73, Worman, ‘Notes
    on the Jews of Fustat’, 2). Al-Ṣaffāyīn (‘the two rows’), presumably a colonnade
    with adjacent rooms, was an important commercial centre in the Fāṭimid period. Its
    contiguity with the Church of St. Sergius indicates that it was adjacent to Qasr
Endowment of a small house
(Fifth-sixth century A.H./eleventh-twelfth century A.D.)

T-S Ar. 194. Parchment. 10.5 cm. x 16.5 cm. The verso is blank.

Text
1. [By the God the most merciful and compassionate. Praise be to God alone. He is sufficient. His blessings be upon his servants, whom he has chosen.]
2. [This is what endowed without defect and illness of body, with clear understanding and being legally capable of conducting his affaires, willing, not forced, coerced or constrained, nor ignorant of what]
3. [he has endowed herein in Fustat - Misr, in the inhabited small house, which this endower stated belonged to him and was in his ownership, as a valuable asset and a right with legal force in his possession.]
4. [in the fortress of the Greeks, situated in the street leading to the Synagogue of the Egyptians, known as Jews' street, and also known as]
5. [.... to two successive floors; with a lower outhouse, outside its door, which has one door.]
6. [four boundaries surround, delimit and enclose it...]

Translation
1. [In the name of God, the merciful and compassionate. Praise be to God alone. He is sufficient. His blessings be upon his servants, whom he has chosen.]
2. [This is what endowed without defect and illness of body, with clear understanding and being legally capable of conducting his affairs, willing, not forced, coerced or constrained, nor ignorant of what]
3. [he has endowed herein in Fustat - Misr, in the inhabited small house, which this endower stated belonged to him and was in his ownership, as a valuable asset and a right with legal force in his possession.]
4. [in the fortress of the Greeks, situated in the street leading to the Synagogue of the Egyptians, known as Jews' street, and also known as]
5. [.... to two successive floors; with a lower outhouse, outside its door, which has one door.]
6. [four boundaries surround, delimit and enclose it...]

Commentary
4. The synagogue of the Egyptian Jews was situated in zuqūq al-Yahūd in the southwest corner of Qasr al-Šamî near the Church of al-Mu'allaga ( Ibn Duqmāq, Kitāb al-intīṣār IV, 10818, Worman, 'Notes on the Jews in Fustâṭ', 22, Monneret de Villard, BSRGE XII, 212, XIII, 90). For the use of the word qasr with the sense of 'isolated structure, outhouse' see Goitain, Mediterranean society IV, 76.

Endowment of a house
(Fifth-sixth century A.H./eleventh-twelfth century A.D.)

T-S K6.162. Parchment. 16 cm. x 15.5 cm. The verso contains a list of Arabic and Hebrew book titles written in Hebrew letters.

Text
1. [By the God the most merciful and compassionate. Praise be to God alone. He is sufficient. His blessings be upon his servants, whom he has chosen.]
2. [This is what endowed without defect and illness of body, with clear understanding and being legally capable of conducting his affairs, willing, not forced, coerced or constrained, nor ignorant of what]
3. [he has endowed herein in Fustat - Misr, in the inhabited small house, which this endower stated belonged to him and was in his ownership, as a valuable asset and a right with legal force in his possession.]
4. [in the fortress of the Greeks, situated in the street leading to the Synagogue of the Egyptians, known as Jews' street, and also known as]
5. [.... to two successive floors; with a lower outhouse, outside its door, which has one door.]
6. [four boundaries surround, delimit and enclose it...]

Witness clauses
1. [Shāhid 'Abd al-Allah bin Muhammad bin al-...] 2. [Shāhid 'Abd al-Allah bin Râja...]

Textual notes
9. The writing is faded at the beginning of the line.

Translation
1. [This house, defined herein, with all its boundaries, its land, its building, its lower and upper floor and every right belonging to it, within]
2. [and without it (the endowment) being free, without encumbrance, valid...]
3. [Abū Maṣūr, Hibatallāh, bearing the patronymic 'Abū al-Qāsim, Jafar, bearing the patronymic 'Abū Maṣūr, Hibatallāh, bearing the patronymic 'Abū...]
4. [this bestower to his daughter 'Aīsâ, also called al-Wuḥšâ, the adult woman, all...]}
6. equally, by this endowment mentioned herein, as an adult customarily receives, in the chamber ... 

7. defined herein, to those four to whom the endowment was made, in their ownership, (divided) equally between them in quarters ... 

8. and this house defined and described in this document, which this endowment entailed ... 

9. not ... nor in her possession, nor part of her wealth, on account of a price for it, credit for it, substitute for it ... 

10. [ ... ] accountants. The acknowledgement of the bestower and his sons was witnessed ... 

11. [ ... ] everything in it, from its beginning to its end and they acknowledged that they understood it and recognized it, letter by letter ... 

Witness clauses
1. 'Abdallāh ibn Muḥammad ibn ʿAlā ibn Šallāh testified [to ... 

2. 'Ubaydallāh ibn Rajāl testified 

3. [to the daughter] of the bestower, ʿAʾṣa, in his own hand. Valid.
Marriage contract
(419-27 AH/A.D. 1028-36)

T-S 18.II.10. Paper. 34 cm. x 22 cm. The verso contains a legal document emanating from a Jewish court.

Text

1. هذا ما اصدق على بن طاهر البواب فاطمة ابنة أبي الحليسن (١٤) سنوات
2. نذركي يا وزنة ورفقة جيدها على ان ين من ذلك بديارين نقلا حلالاً
3. موانعتك يا ين تراها تارخ هذا البيت وقيل ان ين الله عز وج نبى وحليسن
4. محمد صلى الله عليه
5. وعلى الله وسلم لنسلمه ولله علها ميل الدنيا لها علها من ذلك ودرجه زايدة
6. بما جعل اليه فاضم القضاة السعيد العادل شرف العمة نشام الأمير خليل ابليسير
7. الحاكم بن سعيد وانه له فيه وافضاته ايا لذكى وهو يومنة
8. [الطارهين وسلمو تصليما على الفاعل المرحوم ومصر واصدرية والحرمين
9. [المحرم (أو) سنين
10. [بامرهم في المظلمه وبعد ان رفعت فاطمة هذه رقعة إلى يدي القضاة وسالت
11. [وبمارها ورضها وانه له فيه وتوفره اياه لذلك وتشاهدتها
12. [وهما تعيرا بها جميعها ومسمة ومعها لهم ايمر [امرأة مسلمة باللغ با

Witness clause

شهد على إقرار المزوج بما فيه بعد قرانه عليها وكتب...

Textual notes
1. The taraf marbhāta has been omitted on both words.

Translation
1. This is what 'Ali ibn Tāhir, the gatekeeper, granted to Fāţima bint 'Abī al-Ḥasan
2. gold, in minted coin, full weight, assayed, of good alloy, two dinārs thereof being paid immediately
3. consecutive, complete years, beginning on the date of this document. He must fear God, the mighty and glorious, with regard to her and make [companionship
   with her] pleasant [and the sunnah of Muhammad, God bless
and his family and save them. Her duty to him consists of what is incumbent upon him with regard to her in this matter and one degree more [ ]
5. according to what the qādi al-qudāh, the auspicious, the just, honour of the community, sun of the 'amir, close friend of the commander [of the faithful 'Abd]
6. al-Hākim ibn Sa'id ibn Sa'id assigned to him, the permission he granted to him regarding it and the authorization he granted him in that respect; and he, on this day, [ ]
7. pure [ ] and save them, over Cairo, the guarded, Fustāṭ, Alexandria and the two sanctuaries, the guarded ones [ ]
8. by his instruction in the maṭālim court, after this Fāṭima had submitted a petition to the other judges requesting [ ]
9. with her authority, satisfaction and permission granted to him regarding it, her entrusting him to act for her in this and her calling to witness [ ]
10. and they recognized her in body, name and genealogy, and (recognized) that she is an unmarried, adult, Muslim woman [ ]
11. and this witness, named (above), married her to her aforementioned suitor with the marriage gifts, cash and credit, and [ ]
12. The acknowledgement by the one carrying out the marriage and by the husband of what is contained herein was witnessed after it had been read to them. It was written [ ]

Witness clause
1. 'Ali ibn al-Hasan ibn 'Ali ibn ... testified to the acknowledgement of ['Ali ibn] Tāhir

Commentary
5. The judge is to be identified as 'Abū al-Fath 'Abd al-Hākim ibn Sa'id ibn Mālik ibn Sa'id al-Fāriqi, who held office as qādi al-qudāh in Egypt from 419 A.H./A.D. 1028 to 427 A.H./A.D. 1036 (al-Kindi, The governors and judges of Egypt, 497-98, Ibn Hajar, Rāf al-ḥār, 613-14, al-Suyūṭi, Ḥusn al-muḥādara II, 148).
4. wa-daraja zā'da: For this formula compare the marriage contracts APEL 426 (3rd century A.H.) and APEL 4512 (461 A.H.).
7x. The word العقل has been repeated by mistake at the beginning of the line.
8x. Before the date the word في is written twice. The first occurrence has a ya’ with a backward looping tail (yā’ rā’īfā) and is followed by a cipher, presumably to be read as صم, and then the word في is repeated with a forward bending ya’.
9x. MS: المَعْمُون. The stroke of the letter after the mim has a pronounced vertical extension above the connecting stroke. It is, therefore, easier to read dāl than rāʾ or tā’ī. It is possible, however, that the word المَعْمُون (‘the decorator’) was intended. It is not clear what role this ‘Ali ibn Ġānāʾīn ibn Muḥammad had in the legal action.

Translation
1. In the name of God, the merciful and compassionate. Praise be to God alone and his blessings be upon our lord Muḥammad, his prophet, and his family [ ] and save them.
2. This is what Riḍwān ibn ‘Aṭiyya, with the patronymic [ ] bestowed upon [ ]
3. [ ].. [ ]
4x. the guarded and Fustāṭ [ ]
5x. free, Muslim men, and they are ‘Abū ‘Ali [ ]
6x. and they testified in his presence that they recognized her [ ] sound in mind
7x. and body, legally capable of conducting her affairs, without husband, not in the legally required waiting period after divorce from one, nor had she a legal guardian who is present. The husband accepted that with a valid acceptance and each guaranteed to convey
8x. to the other what was required. The acknowledgement by the qādi, by the legal guardian performing the marriage, by the two spouses and by the chamberlains of what is contained herein was witnessed on the fourteenth of Jumādā 2, in the year
9x. five-hundred and fifty-nine. It contains one corrected word: ‘supervision’ (?) This is correct. ‘Ali ibn Ġānāʾīn ibn Muḥammad, the moneylender.

Witness clauses
1. ‘Abd ibn ‘Abd al-Malik ibn al-Ḫusayn ibn Mahdī al-‘Aṣārī testified
2. to the acknowledgement by the noble qādi ‘Imād al-Dawla, the legal guardian performing the marriage,
3. by the two spouses and by the chamberlains of what is herein, on its date. Valid.

Commentary
Witness clauses
5. The term muʿaddal is used in the Genizah documents with the sense of ‘an accredited witness’, the more usual terms for which are ‛adl or ṣahid; cf. T-S Ar. 51.110r34 [no. 24], T-S Ar. 42.171 [no. 52], T-S NS 96.66 [no. 95]. A judge sometimes performed the function of an accredited witness (see the commentary to T-S Misc. 29.24r7 [no. 25]).

1. For this meaning of muʿarrif see Doxy, Supplément, s.v.
2. Since this correction occurred in a part of the document that is lost, it is not possible to establish the exact sense of the word that was intended.
Marriage contract
(Fifth century AH/eleventh century A.D.)

T-S Ar. 3861. Parchment. 14.5 cm. x 21.5 cm. The verso is blank.

Text

لا تَرِب فِي دِيوان الحَكَم المُوصَف 1. الله العَلِيمِ العَلِيمَة

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ 2.

هُنَا مَا أُصِدَق صَافِق [مِنَّهُ] 4. عَبْدِ اللَّهِ مُولَى الشَّيْخِ، إِبْنُ الفَضِّلِ أبْرَهِيمٍ بْنِ عِبْدِ الكَرِيمِ

الابْنِيَّةُ بَانْذَرْ بْنِ مَوْلَاهُ 5. [مَهْدَى تَخْرِيجٍ] أُنَاسُ مِنْ أَهْلِ الْيَتِيمَةِ المَعْرُوفَةً بِمَجِدِّ بَكْرَةٍ مِنْ عَمَلِ عُكَا وَتَزَوَّجَهَا بِهِ

أَصْدِقُهَا عَن أَذْنِ 6. [مُلْكِهَا] هَذَا إِبْنُ المَعِينِ الْكَرِيمِ خَمْسَةَ عَشْرَ دِينَارًا دِيْمًا، عَيْنًا مَعْصَمِيَّةً بِالْمَعْقِلِ

وَقَدْ قَدَمْ لَهَا خَمْسَةَ دِينَارِ ذِهبٍ ذِهْبَا مَعْقِلِيَّةً قِبْضَةً مِنْهَا لَنَفْسِهَا ثَانِيَةً وَافِقًا وَإِبَارَةَتَهَا مِنْهَا وَمِنْ 7. المَهْرِ كَلَّهُ (؟)

...[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] 8.

Textual notes
1. The notes in the top right and the top left of the document are written in a different hand from the one that wrote the document itself.
2. The bottom of the qul in the word دُخُرَة is visible at the edge of the document.

Translation
1. God is the support.

It was registered in the archives of the prospering court ...

... money of a known amount.

2. In the name of God, the merciful and compassionate.

3. This is what Sāfī ibn 'Abdallāh, the freedman of the elder 'Abū al-Fadl 'Ibrahīm ibn 'Abd al-Karīm al-Anbārī, granted, with the permission of the son of his master,

4. to Ūdārā ibn Jāmi', from the community of the estate known as Migdal Kurīm in the district of 'Akko, and married her with it. He granted her, with the permission

5. of this son of his master, 'Abū al-Ḡanā'im 'Abd al-Karīm, fifteen dinārs, gold, in minted coin, weighed according to the standard weight, assayed, sound, of good alloy,

6. and of this paid to her in advance five dinārs, gold and standard weight. She took them from him for herself, completely and in full, and released him from them and from all of the marriage gift.
ACKNOWLEDGEMENTS
Formula

A document known as an 'acknowledgement' (iqrār) records a formal recognition of rights on the part of a declarant (al-muqirr) to a beneficiary (al-muqarr lahu) regarding an object of recognition (al-muqarr bihu). This gained legal validity due to its being made in the presence of accredited witnesses.

Most of the 'acknowledgements' in the Genizah are from Fāṭimid Egypt. Their basic structure may be summarized as follows:

1. Basmala
2. Opening formula
3. Identification of the muqirr
4. Confirmation of the legal capacity of the muqirr
5. Object of recognition (al-muqarr bihu) and identification of the muqarr lahu
6. Acceptance formula
7. Confirmation that witnesses testified to the acknowledgment
8. Witness clauses

1. Basmala

Some documents have the simple basmala, e.g., T-S 8J5.8 [no. 43]. Other documents expand it with a blessing on the prophet or with the ḥamāda, e.g., bišm illāh al-rahmān al-рахīm wa-qallā ʿallah al-Muḥammad al-nabī wa-ʿalāhi wa-sallama [rasliman] (T-S Ar. 38.2 [no. 35]); bišm illāh al-rahmān al-рахīm al-ḥamd illāh rabb al-ʿalāmin (T-S Ar. 38.28 [no. 45]).

2. Opening formula

The basic formula is the clause 'aqarra PN... PN acknowledged...'. It always opens with the verb. In most documents this is followed by the clause wa-ʾathada al-ʿala nafsīh 'and called people to be his witnesses'.

3. Identification of the muqirr

The ways of identifying the muqirr are the same as those that are found in the identification of the parties in documents of sale. In addition to the name (ʾism) and

---

1. For the legal aspects of acknowledgements see Y. Linant de Bellefonds, art. 'Iqrār', EI2 III, 1078-81.
2. For acknowledgements from the Mamlūk period see D. Little, IDHSI, 188-223 and H. Lufti, JESHO XXVI, 246-94.
3. Further examples are... al-ḥamd illāh waḥdahu wa-kaṣfah wa-ṣallām ʿallah ilāhatil aṣdiqā (T-S NS 30.5.1 [no. 37], T-S Ar. 38.114 [no. 40] recto and verso, T-S Ar. 38.98 [no. 46]),... wa-ʾal-hamd illāh waḥdahu (T-S Ar. 38.61 [no. 38]),... al-ḥamd illāh wa-ṣallām al-mustafa (T-S Ar. 38.80 [no. 42]),... wa-ṣallām illāh wa-ṣallām al-Muḥammad al-nabī wa-ʿalāhi wa-sallāma rasulīn (T-S Ar. 30.30 [no. 47]).
4. D. Little, in his edition of Mamlūk documents from Jerusalem, translates this formula 'and called upon himself as witness' (JSE XX, 256-59), following Dusay, Syedalam I, 793. It is difficult to see how this interpretation could be applied to the phrase in the Genizah documents.

203
genealogy, the identification often includes also the patronymic, profession, gentilic, nickname, title, place of residence and physical description. For a full treatment of these, including references to acknowledgements in this corpus, see the introduction to section 1, pp11-20.

In some documents it is stated that the witnesses are acquainted with the muqarr and confirm his identity. This is expressed by the following formula, or variants of it: wa-Sabādaahu lahu muḥti‘an wa-bihi ‘ārifin ‘his witnesses confirming him and recognizing him’, e.g. T-S Ar. 38.85 [no. 39], T-S Ar. 38.114 [no. 40], T-S Misc. 298 [no. 41]. In such cases a physical description of the muqarr is not given. 5

4. Confirmation of legal capacity of muqarr
This is expressed in the following phrase, or variants of it: fi šihrat ‘aqlīhi wa-badānihi wa-jawāz ‘amrīhi tā‘an ā‘yar muqrāh wa-lā muṣJar wa-lā muḏahshad wa-lā ḥāli bi-mā ‘aqār bihi fihi ‘in sound mind and body, his acts being legal, willing, not coerced, forced or constrained, nor ignorant of what he has been acknowledged in it’. 

In the ‘iqrār from the Ayyūbīd period T-S Ar. 35.73 [no. 44] we find the short validity formula ‘iqrāran šari‘yyan in place of a statement of the legal capacity of the muqarr.

5. Object of recognition (al-muqarr bihi)
In all cases this opens with the subordinate conjunction ‘anna. The structure of this section varies from document to document according to the nature of the matter concerned. The muqarr lahu is identified in this section. In contrast to the identification of the muqarr, that of the muqarr lahu generally does not include a physical description in the Genizah documents. 6

(i) Documents that acknowledge receipt of money here contain at least two components:

(1) A statement that the muqarr received money from the muqarr lahu, e.g. ‘anḥahu qabadha wa-tasallama wa-stawfā min PN ... (T-S 815.8 [no. 43]); ‘anḥahu waqabadā min | | (T-S Ar. 38.43 [no. 36]).

(2) A statement that the muqarr granted a quittance to the muqarr lahu. This has the same formula as quittance clauses in documents of sale: wa-‘abrayahun min jamī‘ihi wa-man ba’dahu wa-waṣaratahu wa-min al-yamin [‘alayh aw ‘alā Say minhu bar’a‘ata saḥḥan bar’ata qabī wa-stifā ‘they released him, and his descendants and heirs, from all of it and from an oath [upon it or upon] any part of it, with a valid release, a release of receipt in full’ (T-S Ar. 38.43 [no. 36]); ... bar’a‘ata saḥḥan bar’ata qabī wa-stifā ‘a valid release, a release of receipt in full’ (8538 [no. 43]).

(ii) Of a similar format are documents in which the muqarr renounces all claims

on the muqarr lahu, e.g. T-S Ar. 30.30 [no. 47], which consists of the following components:

(1) A statement that the muqarr has no claim against the muqarr lahu ‘dun‘ahāhu la ḥaqq lahu qibāl PN1 wa-PN2 ‘he has no claim against PN1 and PN2’.

(2) A statement that the muqarr granted a quittance to the muqarr lahu wa-‘abrayahun bar’a‘ata saḥḥan.

(iii) Documents that acknowledge a debt owed to the muqarr lahu have the following two components:

(1) A declaration of the debt expressed by the following formula, or variants of it: ‘an‘na ‘ala‘yhi wa-‘indahu wa-qi‘batahu wa-fi dimmatih wa-kālis māhi‘i li-PN ... dānārīr ... dāyān tābitan wa-‘aqṣaqaq lā‘imān wājifān ḥāllu lahu ‘ala‘yi ‘that he owes, has in his possession, is in debt and under obligation for, with his clear property, to PN ... dinārs ... an established debt, a binding right with legal force, which he owes him’. The quality of the coins is specified by various formulae. Dinārs: ‘arba‘a mi‘ṣa dinār māṣūqā ghabān ‘aynān wā‘iznītān jiyyādān ‘four-hundred standard weight, gold, minted coin, full weight, of good alloy’ (T-S Ar. 38.114 [no. 40] recto); dinārāyin mīṣa‘ilān wā‘iznītān jāziyyādān ‘two dinārs standard weight, full weight, of good alloy’ (T-S Ar. 38.28 [no. 45]), also T-S Ar. 38.85 [no. 39]; ghamṣat danānîr māṣūqā lahu wa-‘aynān māṣṣat wa-‘aqīṣā wa-dā‘imān ‘five dinārs, standard weight, gold, minted coin, red, assayed, full weight, of good alloy’ (T-S Ar. 38.2 [no.35]); min al-‘a‘yīn al-wā‘izn al-jāziyy al-mu‘aqṣāq ‘in minted coin of full weight, good alloy, assayed’ (T-S Misc. 298 [no. 41]). Dirhams: mi‘ṣa‘ dirham wā-‘aṣṣān dirhamān fīda jiyyādān wā‘iqān min al-‘arba‘āhim al-mu‘a‘dṣāmāl bi‘i-Fuṣṭat Miṣr ‘one hundred and fifty silver dirhams of good alloy and standard weight, from among dirhams that are currency in Fuṣṭat’ (T-S Ar. 38.81 [no. 38]).

In T-S Ar. 38.80 [no. 42] half of the sum of money is indicated after the mention of the full sum to preclude falsification.

(2) A statement concerning the time and manner of its repayment. This consists of

(a) Term of the debt. In some documents the debt is to be repaid in instalments at fixed periods, e.g. munājamatun lahu ‘ala‘yi waqām lahu bihā fi ‘arba‘a at ‘aṭār [awwalr ū ... min sanāl aḥad ‘aṣṭar wa-‘aṣṣān mi‘ṣa ‘wa-‘aṣṣān al-waṣṣāf al-saḥīh min ilāf sinīṣ al-Šābīn minā kull saḥr minā bi-qīṣṣihī ‘repayable by him (the debtor) to him (the creditor) in instalments, which he undertakes to pay to him in four months, [the first of which is ... of the year] five-hundred and eleven and the last is the end of al-Šābīn of that year, paying the appropriate instalment every month’ (T-S Ar. 38.114 [no. 40] recto); yaqām lahu bi-‘aḍāka rub‘ minhu bi-qīṣṣihī fi kull saḥr ‘alā isṣa‘īb Rabi‘ al-‘Aṣīr sanāt tis‘a‘aṣṭrā al-wa-‘aṣṣāman‘a qist kull saḥr fi muṣ‘alalāsi‘ī ‘He undertakes to repay a quarter of that to him as an installment every month starting from Rabi‘ I of the year five-hundred and nine, an installment every month at its end’ (T-S 205

5. Cf. al-Tarsû‘i, DTKL 240.
6. An exception to this is Freer collection no. 16.
7. Confirmation that witnesses testified to the acknowledgement

This is generally expressed in the phrase `wa’āshada alā' nafishū.

In some documents the formula that is usual in documents of sale is used. It is indicated that the acknowledgement by the parties of everything that is contained in the document was witnessed: wa-tuhida alā' ʿiqrārīmī bi-jami'īhī (T-S Ar. 38.28 [no. 45]); wa-tuhida alā' ʿiqrārīmīn bi-mā fihi (T-S Ar. 38.43 [no. 36], T-S Ar. 38.81 [no. 38], T-S Ar. 38.85 [no. 39]).

8. Date

This specifies the month and year and sometimes also the day.

7. Witness clauses

These are autograph testimonies by accredited witnesses, each consisting of a declaration that the witness has testified to the acknowledgement of the content of the document by the muqīr and the muqarr lahu sahida PN 'alā' ʿiqrār al-muqīr wa-l-muqarr lahu bi-mā fihi.

---

6. Acceptance formula

Some documents insert here a statement that the muqarr lahu formally accepted the acknowledgement of the muqīr: wa-qabīla ḍallīka minhu qabīlan saḥīhan (T-S Ar. 38.28 [no. 45]); wa-qabīla PN ḍadda al-ʿiqrār ... qabīlan saḥīhan (T-S Ar. 38.81 [no. 38]), cf. T-S Ar. 38.85 [no. 39], T-S Ar. 38.114 [no. 40] recto.
Acknowledgement of a debt
(Šawwal, 400 A.H./A.D. May-June, 1010)

T-S Ar. 382. Parchment. 9.5 cm. x 19 cm. The verso contains a few Hebrew letters which appear to have been written as a pen trial.

Text

بسم الله الرحمٰن الرحيم صلى الله على محمد النبي وسلام [تعلى] 1.

اقرأ مبارك وكنيا الحسن بن اسم الأردنى الزياج وهو شاب معتمد القامة أزمر اللوز أربعية [ ] 2.

[ ] وضح الجهة مقرض من الحاجين اكمل [ ]

[ ] لعيبه الله دينان ثابتة وحقا لازما و[+] [ ]

نبحقه، ونجرزه أمه طانعة غير مكره ولا مثيرب أن غضبه [ ]

المغربي المعروف بابي النشترنجي خمسة دينار متوازي ذهبا عينا جمعا مجزية وإزنت [ ]

[ ] جمالا دينانا ثابتة وحقا لازما و[+] [ ]

الله عليه ياخذه بها ويعصى منها من شا واذا شا ليا كان ام نهار لا يدعى بها ولا يش [ ]

[ ] ومنها لا يبحغ عليه بحجة [ ]

[ ] وذلك بامر حق وأوجب لأزم عرفه له ولزم له بالالتزام المذكور في هذا الكتاب وأقر مبارك [ ]

[ ] بن اسم هذا [ ]

[ ] وشاشه على نفسه بما فيه بعد ان غرب علية وعرف جميعه وعلى معرفته في شوال من سنة [ ]

اربع ماهية

Witness clause

шеהד סלם בן ... בן סלח על אقرار 1.

המקף بما فيه 2.

Translation

1. In the name of God, the merciful and compassionate. God bless Muhammad, the prophet, and his family and save them.
2. Mubarak, who has the patronymic 'Abu al-Hasan, ibn Asad, the Jewish glass-maker, who is a youth of average height, fair in complexion, with a smooth forehead, linked eyebrows, dark eyelids [ ]
3. his beard, on his chin there is a clear scar on the right side, on his upper cheek there is a light scar resulting from small-pox, in sound mind and body, his acts being legal, voluntarily, not forced or coerced, acknowledged that he owed [ ]
4. the Jew, known as 'Abu al-Shahrani, five dinars, standard weight, gold, minted coin, red, assayed, full weight, of good alloy, an established debt and a binding right with legal force, [ ]
5. owed to him by him; he may claim them, or any part he wishes of them, from him, whenever he wishes. When he wishes (to claim them back), be it night or
Witness clauses

1. شهد على إعفَّأ اقْطَرُ الْمَعْرَفَ فِيهِ
2. شهد محمد بن أحمد بن محمد بن سبأ على
3. قُرْأَهُ الْجَلِيلُ ۖ هُوَ الْمَعْرَفُ وَالضَّامُنُ بِمَا يَابْنِهِ
4. شهد عبد الوهاب بن
5. على أقرار الرجل الخصر بما فيه صح

Textual notes
2. The *nisba* المهاشمي is reconstructed on the basis of the occurrence of the complete name in line 11. ولدُ: Either the long ā is written defectively (wàlādū) or the orthography reflects the shortening of the long vowel under the influence of the vernacular (wàlādī). MS (second occurrence).
4. The end of the final *nān* of ... is visible after the *lacuna*. Note the pseudo-CLASSICAL dual construction (*yadayn* for Classical Arabic *yadayt*; cf. Hopkins, SGEA §85c (i)).
5. There is scriptio defectiva of long ā in ...، as is the case in lines 7 and 8.
6. The reading المهاشمي corresponds more closely to the script than the expected المهاشمي. This is an example of the omission of final *nān* in the *status absolutus* of the dual; cf. Hopkins, SGEA §85d. There is scriptio defectiva of long ā in المهاشمي

Witness clauses
6. I am unable to decipher this line with any certainty.

Translation
1. In the name of God, the merciful and compassionate. God bless Muhammad, the prophet, and his family and save them.
2. [Al-Ḥasan ibn al-Husayn ibn Ja’far al-Ḥāsīm] al-Ḳāzīn and his paternal sister Mubāraka ibn al-Husayn ibn Ja’far al-Ḥāsīm al-Ḳāzīn,
3. [in sound mind] and body, their acts being legal, voluntarily, not forced or coerced; [acknowledged] that they had received from
4. [the hands of] Ḥāmid ibn al-Sayyidī, the representative of the glorious Shīrī, the supreme leader of the Taʾībis, Abū al-Qāsim ‘Ali ibn Muhammad al-Zaydī for
5. [Rub-ul] II of the year four-hundred and seven nine dinārs, for Jumādā I three and a half dinārs, for Jumādā
6. [II two dinārs] and an eighth, for Rajab two and a half dinārs, for Śaʿbān two and a quarter dinārs, for the month of Ramadan five
7. [dinārs, a half] and an eighth, for Sawwal three dinārs and a quarter, for Dū al-Ḳadā’a one and a half dinārs and for Dū al-Ḥijja of this
8. [year, previously mentioned] in this document, three dinārs. All they received by way of these aforementioned instalments amounted to thirty-two
9. and three quarter dinārs. They received that from him wholly, fully and completely and released him, and his descendants and heirs, from all of it and from any oath
10. [upon it or upon] any part of it, with a valid quittance, a quittance of receipt in full. This is by virtue of a binding right with legal force, which they recognized he possessed, and the acknowledgement mentioned in this document made it binding upon them to respect it with regard to him.

11. Al-Hasan ibn al-Husayn ibn Ja'far al-Hāšimi also stood surety for his sister,

12. this Muṣṭaraka ibn al-Ḥusayn ibn Ja'far, on her instruction, for any claimant through the agency of 'Aḥmad ibn al-Sayyīdī, assuming liability for all claims associated with her.

13. [according to what is] mentioned and described in this document, with a valid and legal surety, incumbent upon him and binding him. He acknowledged that he is solvent to the amount that he has stood surety for in

14. [this regard]. Their acknowledgement of what is contained herein was witnessed after it had been read to them and they acknowledged that they had understood and recognized it, they being in sound health and their acts being legal. This was

15. [in Dū] al-Ḫuḍja of the year four-hundred and seven.

Witness clauses
1. 'Ali ibn 'Aḥmad testified to the acknowledgement by the acknowledger of what is contained herein. Valid.
2. Muhammad ibn 'Aḥmad ibn Muhammad ibn Sīdān testified to
3. the acknowledgement of what is contained herein by the man who is the one acknowledging and standing surety, on its date. Valid.
4. 'Abd al-Wahhāb ibn 'Ali testified
5. to the acknowledgement by the acknowledger of what is contained herein.

Commentary
2. The nisba al-Hāšimi was borne by people tracing their genealogy back to Ḥāšim ibn 'Abd al-Manaf. Every 'Alawi and 'Abābī was also a Ḥāšimī, cf. al-Ṣamānī, Kitāb al-ansāb XIII, 379-81. For the nisba al-Ḵazīnī see al-Ḏababī, Kitāb al-muḫṭarīb, 135; Ibn Mākūlā, ʿIḵmāl II, 258.

11. Al-Ḥasān ibn al-Ḫusayn assumes responsibility for any claim against his sister in connection with the transactions described in the document.

13. The man offering the warranty acknowledges that he is in a position to fulfill the obligations that it imposes upon him. This renders the warranty more secure. Similar clauses are found after the warranty formula of other documents, e.g. wa-huwa muqarr 'annahu mali bi-mā damūhā bi Anna he acknowledges that he is solvent to the amount that he has warranted (T-S Misc. 29.23 [no. 4, document of sale]; qaṭarr 'annahu mali bi-mišt ḥādā al-šāmān al-maḏkūr fi ḥādā al-kitāb 'he acknowledged that he is solvent to the amount of this price, mentioned in this document' (T-S 12.172 [no. 11, document of sale]), i.e. he is in a position to fulfill the warranty of returning the price (radd al-šāmān).

Witness clauses
The witness clauses testify only to the acknowledgement of the man, although the document (line 14) states that the acknowledgement of both the man and the woman were witnessed (tuhida alā 'iqārīhima).
Acknowledgement of a debt
(Dā' al-Qāda, 449 A.H./A.D. January, 1058)

T-S Ar. 38.81. Parchment. 29 cm. x 18 cm. The verso is blank.

Text

By God, the most merciful and the most kind He is the most merciful and the most kind

1. Allah Almighty, Who has sent His Messenger to guide mankind and to give them guidance and the Book of the truth... (Surah al-Quran)

2. Praise be to the Lord of this universe... (Surah al-Quran)

3. The coffee of the morning... (Surah al-Quran)

4. The day when you shall see the Believers as a mass of clouds... (Surah al-Quran)

5. The hour shall come upon you when you shall see the earth... (Surah al-Quran)

6. The Hour is coming near... (Surah al-Quran)

7. The Hour is the Hour... (Surah al-Quran)

8. The Hour is the Hour... (Surah al-Quran)

9. The Hour is the Hour... (Surah al-Quran)

10. The Hour is the Hour... (Surah al-Quran)

11. The Hour is the Hour... (Surah al-Quran)

12. The Hour is the Hour... (Surah al-Quran)

13. The Hour is the Hour... (Surah al-Quran)

14. The Hour is the Hour... (Surah al-Quran)

15. The Hour is the Hour... (Surah al-Quran)

16. The Hour is the Hour... (Surah al-Quran)

Commentary

5. Dinār is described as 'red' (hamrā') also in the acknowledgement T-S Ar. 38.2, line 4 [no. 35, 400 A.H.]

9. The collocation of the terms ta'awwal and ta'aqqub are found also in Fātimid decrees, e.g. fa-t-yahdār kāfīrat al-'umāra wa-sā'ir al-walâh - min ta'awwal fihī wa-ta'aqqub taqīr sā'īn 'ahkāmihā 'Lest all the 'amīrs and other governors beware of maliciously misinterpreting it or seeking to (find fault) and change its judgements' (al-Šayyāl, Majmū'at al-waqīf al-Fātimiyya, 32530-12).

Witness clauses

1. Testimony of the debt is as follows: (explained in detail)

2. Testimony of the debt is as follows: (explained in detail)

3. Testimony of the debt is as follows: (explained in detail)

4. Testimony of the debt is as follows: (explained in detail)
Translation

1. In the name of God, the merciful and compassionate. Praise be to God alone.
2. ʿAṣāqā ibn Ṭāṣyīḥ al-Ramlī, the maker of waistcloths, who is a young man of average height, light brown (in complexion), with a protruding forehead.
3. with a thin layer of hair joining the eyebrows, with dark brown (eyes), with a stunted, hooked nose, with a slight beard, while calling (witnesses) to testify, being of sound mind and body, legally capable of conducting his affairs, acting voluntarily, acknowledged.
4. that he owed, was in debt and obligation for, to Ḥāsan ibn Iṣḥāq al-Ramlī, the Jewish maker of waistcloths.
5. one hundred and fifty silver dirhams, of excellent quality and standard weight, from among the dirhams that are currency.
6. in Fustāṭ - Miṣr, an established debt owed by him to him and a binding right with legal force, which he owes him in its entirety.
7. He may take it from him whenever he wishes. At whatever time he wishes or has contracted with him (to take it back), day or night, he (the debtor) will not put off payment to him.
8. nor argue against him regarding it with an argument, nor with a pretext, nor with destitution, nor with bankruptcy, nor with a need, nor with the extinction of his obligation, nor that on the recto.
9. or the verso of this acknowledgement there is a rescission of (the debt). There is no admission of the payment of this debt in instalments, nor is there any postponement of it, nor release.
10. from it or from any part of it. He will not attach an oath to it or to any part of it.
11. in any way whatsoever. This is by virtue of a binding right with legal force, which he has recognized and which the acknowledgement has made binding upon him. He acknowledged this after.
12. its acknowledgement had become incumbent upon him. This ʿAṣāqā also acknowledged that he was solvent to the amount of the aforementioned debt.
13. that is one hundred and fifty silver dirhams of good alloy, of the aforementioned (type) of dirhams.
14. and ... on this day. Ḥāsan ibn Iṣḥāq the Jew accepted from him.
15. this acknowledgement and declaration of solvency with a valid acceptance. Their acknowledgement of what is contained herein was witnessed after it had been read.
16. to them and they had acknowledged that they had understood it word for word. This was in Dū al-Qaʿda of the year four-hundred and forty-nine.

Witness clauses

2. to the acknowledgement by the acknowledger and the one to whom the acknowledgement was made of what is contained herein. Valid.
3. Al-Ḥāsan ibn Muhammad ibn ʿUbaydallāh testified to the acknowledgement by the acknowledger and the one to whom the acknowledgement was made of what is contained herein.

Commentary

2. Al-mayāẓirī: the maker of miʿzars 'waistcloths'.
5. For the use of the phrase al-mutʿāmal biḥā bi-l-Fustāṭ Miṣr in connection with dirhams see the commentary to T-S Ar. 51.110, line 23 [no. 24].
12. 'annāhu mālī bi-l-dāyn al-maṣğūr: For this formula see the commentary to T-S Ar. 38.43, line 13 [no. 36].
Acknowledgement of a debt
(Jumādā II, 463 AH/A.D. March-April, 1071)

T-S Ar. 38.85. Parchment. 21 cm. x 26.5 cm. The verso is blank.

Text

1. [Bism Allāh al-Rahmān al-Rahīm]
2. [قُرْنُوا] 1-2
3. [فَكَيْنَ] 3-4
4. [قُنُعُوا] 5
5. [وَبِمَا شَأَبَّ نَسْبَةَ] 6
6. [فَرَاتُ] 7
7. [بِهِ] 8-9
8. [فَأَقْرَرُوا] 10
9. [فِي] 11
10. [فِي] 12
11. [فِي] 13
12. [فِي] 14

Translation

1. [In the name of God, the merciful and compassionate]
2. [I] acknowledged in the presence of witnesses of this document and [called people to be his witnesses,]
3. [in] sound health, his acts being legal, his witnesses confirming this with regard to him and recognizing him, (he acknowledged) that he owes, has in his possession, is in debt and under obligation for, with his clear property, as a right with legal force -
4. in his protection, with the status of a wife [standard weight, gold, in minted coin, full weight, of good alloy []
5. he received them from her and they became an established debt owed by him to her, and a binding right with legal force, the payment of all of it by him to her being due. She may claim payment of it, or of whatever part of it she wishes, from him, she wishes - [ whenever]
6. she wishes and sees fit, night or day, morning or evening, without any postponement of this, protesting, malicious interpretation, finding faults, appeal, -
7. without an oath concerning this, or any part of it, taken by him against her, or litigation, in any way whatsoever. He is solvent to the amount of this aforementioned debt, this being three [hundred dinārs]
8. more than this by [ ] Jolfd, this being what is in his possession to his credit, in cash or on account, and what remains by this and more than it.1 Whenever he makes a claim against her for that, by which he tries to [spend it]
9. [or] part of it or seeks from her an oath upon it or litigation, his claim regarding that is void, with no foundation or truth. He recognizes and is aware that the recto, [with regard to what]
10. he has acknowledged, is like the verso. All of it is true and veracious, according to what has been stated and described in it, without error or fault, and by virtue of a binding right, which he has recognized and which
11. the aforementioned acknowledgement has made binding [upon him with regard to her] He acknowledged that after it had come into force. His wife, this 'Amat al-Qadir, the one to whom the acknowledgement was made, accepted all of that with a valid acceptance, and ratified every

1. The meaning is not clear.
12. detail that was stated in it, with an effective ratification, in a dialogue that took place between them concerning it. The acknowledgement of the acknowledger of the debt and of his wife, the one to whom the acknowledgment was made, who are named [ ] was witnessed.

13. after it had been read to them from beginning to end, word for word, while they were in sound health, their acts were legal and they were acting voluntarily. This document was written as corroboration for that and proof in the course of one day (!) [ ]

14. [Jumādā II of the year four-hundred and sixty-three. Valid.

Commentary

12. min maš' wa-kulā; cf. APEL III 118. (acknowledgement, Fāyūm, 527 A.H.): hattā lā yabūgā minhu šay' mil' wa-lā kill 'until nothing remains, much or little'.

40

Acknowledgement of a debt and of its partial repayment

T-S Ar. 38.114. Parchment. 26 cm. x 24.5 cm.

Text

Rerto (First quarter of 511 AH/A.D. 1127)

1. [ ]

2. [ ]

3. [ ]

4. [ ]

5. [ ]

6. [ ]

7. [ ]

8. [ ]

9. [ ]

10. [ ]

11. [ ]

12. [ ]

13. [ ]

14. [ ]

15. [ ]

Witness clauses:

1. [ ] 2. [ ] 3. [ ]
1. The name of the maqirr is reconstructed on the basis of line 14, where it is repeated.
2. The full name of the maqarr laba is reconstructed on the basis of verso, line 2, where it occurs again.
3. The annotation at the bottom of the document is written at a right angle to the witness clauses. The date that it contains (last decade of Dū al-Qaʿda, 564 H.) is the same as that of the annotation at the bottom of the verso. This is later than the documents on the recto and verso.

Translation
1. [In the name of God,] the merciful and compassionate. Praise be to God alone. He is sufficient. Peace be upon his servants, whom he has chosen.
2. [Buṭrus ibn Grgis,] the Christian watchman, who on this day is an adult man, pure brown (in complexion), of average stature, with a smooth forehead, in which there are wrinkles, with fine eyebrows, between which there is a mole, with dark brown eyes, hook-nosed.
3. [ ] with a round beard, the hair of which is abundant, with widely spaced upper incisors, in the presence of the witnesses of this document, calling them to be his witnesses, he being in sound mind and body, legally capable of conducting his affairs, acting voluntarily.
4. [not forced, coerced or constrained, nor ignorant of what he has acknowledged in it, acknowledged that he owes, has in his possession, is in debt and under obligation for, from his clear money, by a right with legal force and a valid, binding regulation, to Abū al-Faḍā'il 'Abd al-Ḥamīd ibn Hibbatallāh.
5. [Ibn Sū'a the Jew, four-hundred dinārs, standard weight, gold, in minted coin, full weight, of good alloy, an established debt owed by him to him and a binding right with legal force, repayable by him to him in instalments, which he undertakes to pay to him in four months.
6. [the first of which is,] five-hundred and eleven and the last is the end of Ṣāḏān of that year, paying the appropriate instalment every month, that is one hundred dinārs.
7. [ ] at its end (i.e. of the month), without delay, protest, malicious
interpretation, criticism, appeal, ... 

8. [ ] four-hundred dinârs of gold, in minted coin, full weight and of good alloy, and (acknowledged) that it was incumbent upon him [ ] 

9. [ ] concerning it, nor litigation with regard to it, in any way whatsoever. Whenever he makes [a claim against him concerning that ] 

10. [ ] nor is he entitled to a release from that or from any part of it or that [ ] 

11. [ ] this document in the handwriting of one of its witnesses, or he bears witness to him with regard to what [ ] 

12. [ ] himself... its status. It is in his knowledge, cognizance and legally valid observation that the recto regarding what he has acknowledged [is like the verso ] 

13. [ ] there is no promise in it, no deceit, no collusion concerning it, in any way whatsoever, by virtue of a binding right with legal force [ ] 

14. [ ] this man, to whom the acknowledgement was made [accepted] from him all that with a valid acceptance, in negotiations that took place between them concerning it. The acknowledgement of Butrus ibn Girgis was witnessed [ ] 

15. [ ] what is contained herein, after it had been read to them and they had acknowledged [ ]

Witness clauses
1. [ ] ibn 'Ali ibn Jâbir testified to the acknowledgement 
2. [ ] , the sum being four-hundred 
3. [ ] and by] the one to whom the acknowledgement was made of what is contained herein on its date. Valid. 

Annotation
1. It was transferred ________
2. the last ten days of Dû al-Qa'da, of the year 
3. five-hundred and eleven.

Verso

1. In the name of God, the merciful and compassionate. Praise be to God alone. He is sufficient. Peace be upon his servants, whom he has chosen. 
2. 'Abû al-Fadâ'il 'Abd al-Ĥamîd ibn Hibatallâh ibn Šû'â, the Jewish merchant, who is 
3. the one to whom the acknowledgement was made named on the recto, in the presence of the witnesses of this supplementary document, written on this verso, calling them to be his witnesses, he being 
4. in sound mind and body, his acts being legal, while acting voluntarily, not forced, coerced or constrained, nor 
5. ignorant of what he acknowledged in it, its witnesses confirming and recognizing it, with a valid and reliable recognition, 
6. acknowledged that, of all the debt registered as owed to him by Butrus ibn Girgis, the Christian watchman, who is the acknowledgement 
7. named on the recto, amounting to four-hundred dinârs, standard weight, gold, in 

14. bi-mukâṣṭaba jarat 'alayhi baynahuma: This clause states explicitly that the transaction took place between the two parties in each other's presence.
41

Acknowledgement of a debt and pledge of a house as a security
(Middle of 522 A.H./end of A.D. 118)

T-S Misc. 298. Parchment. 29 cm. x 36 cm. The verso is blank.

Text

1. يشتغل فهم النحو والرجل والحمد [نلون وodka على عينيه الذين ابكي]
2. فيردها باب اسرائيل في أفراح الأسرات بناءً على هدوء هذا
3. كتابه ومنهجه تسببه نفسه وهو طالب غير مكره ولا مجزر عليه ولا نزيف بهذا
4. فيه صحة فهده وديثه
5. ويواضظه أمره وهو شهود كتابه البارز وله محله المستوى الصامت في النهاية وانه
6. المقر الصغير في فيه苯 волнهة أن عليه ونهاه ونهكه في ذلك ونهاه وخص المباركة
7. وأمر صحيحة [رام]
8. ابن كثير يابري ببوبس بن أفراح الأسرائيلى من بين منازل القضاء
9. ومكثت دينار واحداً أرباً له عليه [رام]
10. هل بعده الفوضى ست ستين ميلابيوا اولهم استقبال شوال سنة اثنين عشرة
11. وخباسية وعمره انقضى شBER رماد حيامانات عشرة وخمسين بتنا برهانه في خبر
12. [عاقبة] في دعاء وأحدها غير مدعية ولا احتجاج بحجية
13. ولا اعتلال بعل ولا حياه ولا حياه ولا حياه ولا محاكاة وفرره بن أفراح الأسرائيلى
14. على أنه إننا نعرف على ذلك ونتحلى به في ذلك ونتحلى به في ذلك
15. ونراقنع نحن له في جميع هذه الدورات الحالية [رام]

Textual notes
5. المقر [رام] (twice); Classical Arabic has ‘alif mamlûda written with ‘alif (مقيص) [مغذاة]; cf. Hopkins, SGEA §21b. For the spelling مغذاة see Hopkins, SGEA §68(b).
9. The writing at the end of the line is very faint.
10. The مَرَّةٌ marbâta has been omitted from the word المستجد which qualifies the feminine noun المصممة.
13. The readings الروبين and الروبين are also possible; cf. al-Sam‘anî, Kitáb al-an‘ab VI, 183-84. In the manuscript there is a dot under the final ی. This may have been intended as the diacritic of the bâ‘ before the ‘alif.

Translation
1. In [the name of God, the merciful and compassionate.] Praise be to [God alone]. He is sufficient. Peace upon his servants, whom he has chosen.
2. يُهَبِّيي ابن ‘Irâ‘îbîn ‘Efrayîm, the Jewish merchant, known as Ibn ‘Abî Kâfir, acknowledged, in the presence of the witnesses of this document, calling them to be his witnesses, acting voluntarily, not forced nor coerced, not constrained, nor ignorant of what he acknowledged in it, in sound mind and body.
3. and his acts being legal, his witnesses recognizing him and verifying, with a valid and sound recognition, that he is the acknowledger named in it, in person and in name, acknowledged that he owed, had in his possession, was in debt and under obligation for, from his clear money, by a right with legal force and a valid, binding authority [to]
4. 'Abi Kafr ['Efrayim ibn Yusuf ibn 'Efrayim the Jew, in minted coin, full weight, of good alloy, assayed, one hundred dinars, an established debt owed by him to him and a binding right with legal force, the repayment of which by him to him is postponed [ ]

5. ... after the passage of (a period of) six complete and consecutive years, the beginning of which is the opening of Sawaiil of the year five-hundred and twelve and the end of which is the close of the month of Ramadan of the year five-hundred and eighteen, may God cause (him) to reach it in prosperity and good health. (It is to be paid) in one payment, without delay, [protesting with an argument.]

6. giving a pretext or an oath by God, may he be praised, or litigation. This Yahyad ibn 'Isa'il ibn 'Efrayim, the Jewish merchant, the acknowledgment, acknowledged that he was solvent to that amount, that is one hundred dinars in minted coin, full weight and of good alloy and [ ]

7. and that he will not claim, regarding this, destitution, bankruptcy, a need, or the extinction of his obligation in any way whatsoever. After the completion of this and its coming into force, this acknowledgment pledged to the possession of the one to whom the acknowledgment was made, as a security against his aforementioned debt, and a proof, what he stated [was in his ownership]

8. as a valid asset and a right with legal force in his possession. This is all of the small house with three doors. One of them has an arched vault and one enters through it into a small corridor and, on entering through it, faces a staircase of wooden boxes, by which one ascends to a floor [ By the second]

9. of its doors one reaches its stable, which is one of its rights. Through the third of its done one enters into a loggia [looking over ] and over its aforementioned stable (the house) by the bay-window, flat roofs and [ ]

10. which is in Fustat - Miṣr, in the district known as [ ] in the cul-de-sac street known as [ ] street ... on the left of anyone who enters it, it being in the vicinity of a recently constructed olive press. It is the street [ ]

11. leading from it to the Ibn Bakir street and Silsilat road and to the streets of [ ] and its roads, and the benches of Bani Sūm, to Tujīh, the great market, the guardhouse of Banāna, the cloth-merchants' (quarter), the Fortress of the Greeks, known (also) as the Fortress of the Candles and [ ]

12. one another. It is surrounded, enclosed and delimited by [four] boundaries. [The first, which is the southern,] extends to the ruin known formerly (by the name of) the Bani Hilal, then by (the name of) the auspicious office of al-'Afdal. The second boundary, which is the northern, extends to the press [ ]

13. the qaḍa and shāhid 'Abū Bakr 'Abd al-Faraj Ḳirāɨm ibn 'Isa'il ibn Nāhīm the Jew, who formerly served in Fustat [ ] between them the courtyard of the street in which it is situated, known by (the name of) Ibn al-Aziz. With this boundary communicate its three doors, which are mentioned herein, and the bay-window [ ]

14. The third boundary, which is the eastern, extends to the mosque that is there [ ] The fourth (boundary), which is the western, extends to the house known as the property of 'Abu al-Faraj Ḳirāɨm ibn 'Isa'il ibn Nāhīm the Jew, and then by (the name of) his heirs in a [valid]

15. effective and operative pledge. This [ ] handed over to [ ] everything that the aforementioned pledge entailed and he took from him and it passed into his possession and [ ]

16. mentioned, and a proof [ ] on condition that if [ ] be completed [ ] with his aforementioned debt specified herein [ ] and his agent and representative in the sale of all of this small house, which is defined [ ]

17. [ ] the receipt of its price, the delivery of it to the lessor, and the guarantee against defect in title [ ] [ ]

18. [ ] in that ... [ ] the acknowledgment. If there is receipt in that [ ] [ ]

19. [ ] [ ] [ ]

20. [ ] [ ] postponed and not [ ]

Commentary

5. ballaqa allāh 'ilāhā fi ʿayr wa-fiyyā: cf. the lease T-S Ar. 3819 [no. 25], line 15, where the same phrase occurs after the specification of the period of the lease.


11. The zuqāq Ibn Bakir (also known as zuqāq Ibn 'Abi Bakir), the darb al-silsila and the kiṭṭa of Tujib were situated to the northeast of Qaṣr al-Šam, cf. Casanova, Réconstitution topographique, 16. A district (ḫāra) known as masqihat Bani Sâm is mentioned in the Genizah documents T-S Ar. 5360 [no. 9, document of sale], T-S Misc. 29.21 [no. 8, document of sale] and T-S Ar. 38127 (spelt مسْتَخْبَط ). From these documents it is clear that it was situated in the kiṭṭa of Tujib. The Bani Sūm were a subdivision of the tribe of Tujib, see al-Maqriṣī, Kiṭṭa II, 246:37-38, Ibn Dguμaq, Kiṭāb al-inṣārāt IV, 624:2-3. Al-ṣaq al-kabīra was the name of a road running towards the Nile along the south side of Qaṣr al-Šam (Casanova, 7:8). Mabḥās Bandāna, also known as kabīs or as mabḥās Banāna was the name of a road or district around the northeastern corner of Qaṣr al-Šam (Casanova, 13, 18-20). Goitein reads the name as Bunāna (Mediterranean society IV, 357), see the commentary to T-S Ar. 536:l8 [no. 13, document of sale]. A road known as al-Bazzākān (the cloth-merchants') ran north between Qaṣr al-Šam and the Friday mosque of 'Amr (Casanova, 131, 134).

12. al-dīwān al-ʿAfdal: the office of al-ʿAfdal Sāḥbānîh ibn Badr al-Janālî, the de facto ruler during the reign of the caliph al-ʿĀmor. The judge is said to be also an accredited witness (ṣāḥid). For this designation see the commentary to T-S Misc. 29.24r-6r [no. 23]. Note the position of the verb kāna after the noun al-Ṣāḥib. This construction is found in other medieval Arabic documents, e.g. T-S Ar. 51180 [no. 24, lease], lines 13, 14 and 16; cf. Diem, Der Islam LXXIII, 248-83.
البيان

(Text)

1. يُسمى الله الرحمن الرحيم - الحمد لله عليه توكيل

2. [قر] بن على الساكن بسكن القليس وهو يؤمن كهل من الرجال [اسمه]

3. واضح الجملة فيها غضون أبي عبد الرحمن وارد الأربعة شعر العارضين معبد

4. القامطة

5. عند شهد هذا الكتاب وأشهد على نفسه في صحة وجود إمر طالع

6. غير مكلّف، ولا مجرّ ولا مضطهد ولا جاهل بما أقر به فيه ولا ييش منه أن عليه وعده

7. وفي ذمته

8. خالص ماله لا بلو الحسن بن سبعد بن سيعمل الإسرائيلي من العينSORT

9. عشرة دنانير النصف (دينار) وذلك خمسة دنانير بدينا صحيحاً ثانياً يقوم به ذكر ربع منه

10. من ربع الآخر سنة تسع عشرة وذخرة) مسمى

Textual notes

6. The status rectus is used where Classical Arabic requires the status obliquus.

7. For this feature in Arabic papyrus documents see Hopkins, SOEA §162.

8. The word خمسة is written in abbreviated form.

9. I am unable to decipher the beginning of the line with any certainty.

10. The word خمسة is written in abbreviated form.

Translation

1. [In the name of God, the merciful and compassionate]. Praise be to God, in him is my trust.

2. [_____] ibn 'Ali, an inhabitant of the 'residence of the bishop', who on this day is an adult man, brown (in complexion) [______]

3. with a smooth forehead, in which there are wrinkles, with separated eyebrows, large dark brown eyes, with a long nose, the tip of which protrudes downwards, with light hair on his cheeks, average in stature,
Acknowledgement of the receipt of money
(The last decade of Jumādā II, 534 A.H./A.D. February, 1140)

T-S 8J58. Paper. 16 cm. x 17 cm. The verso contains a Judeo-Arabic letter.

Text

1. بسم الله الرحمن الرحيم
   أقر أبو الفرج بن شندو الصراني البحري مقدم نوائحة الحاكمة
   شركة الديوان البحري عند شندو هذه الجهة وأشهد على نفسه في صحة
   عطاءه وبناء وزوجته طالما مجموع مكة ولا مجرخ ولا مظلم ولا هادم.
   أخيمم بتاريخ العشر الآخر من جمادية الآخرة سنة أربع وثلاثين وخمسين وخمسين
   واستؤفوه من أبي سعد دانيال بن مينا جبهة الأموال بالأعمال الاجتماعية من
   وفاة سعد الأموال بالعظام السعيد مخلص الدولة وأمينها ابن
   الحسن بن علي بن حسن وعثمان الشيخ نقي الدولة ابن منصور هيئة الله ابن
   علي بن حسن هيئة الله عن جليلي { [ الغة المحمولة على مركبة من الأعمال الاجتماعية
   الفاخرة } [ قوص } [ واحده [ على نفسه في التاريخ

Textual notes
II. استيفي: < Classical Arabic

Translation
1. In the name of God, the merciful and compassionate.
2. 'Abū al-Farağ ibn Šanūda, the leader of the sailors of the 'weavers',
3. partners of the Jibrīl office, acknowledged in the presence of the witnesses of
   this document and called (them) to be his witnesses, while he was in sound
4. mind and body, legally capable of conducting his affairs, willing, not coerced, nor
   forced, nor constrained, this taking place in the town
5. of 'lmīm in the last ten days of Jumādā II of the year five-hundred and
   thirty-four, (he acknowledged) that he had taken and received in full
6. from 'Abū Sa'd Dāniyāl ibn Mīna, the cashier of monies in the province of
   'lmīm, from the review of money received
7. and administered by him, under the supervision of the auspicious judge, Muḥālīs
   al-Dawla wa-'Aminūhā, 'Abū 'Ali
8. al-Ḥasan ibn 'Ali ibn Ḥassān, the statement of account being drawn up by the
   elder Ṭīgṭ al-Dawla, 'Abū Maṣūr al-Habatlabā ibn Ḥassan ibn
9. Hībatallāh, for all the produce carried on his ship from the province of 'lmīm to

the town of Qīs, this being for five-hundred irdabs
10. [ ] all that he received formerly for the whole, and the
   sum passed into his possession
11. [ ] in that, with a valid quittance, a quittance of
   receipt in full,
12. [ ] he] called witnesses on the date (of the document).

Commentary
2. The form 'ṣndo is the Arabic rendering of the Coptic name ΣΝΟΝΥΤΕ (Heuser,
   Die Personennamen der Kopfen I, 32). The word al-ḥāka 'the weavers' (plural of
   ḥāk) may be a toponym.
3. al-dīwān al-jibrī (MS) is probably to be construed as the
   Diwan of Jibril (l > r). Given the date of the document this could be 'Abū al-
   'Aminā Jibrīl, the son of the caliph al-Ḥāfiz (see Ibn Muṣasār, 'Abār Miṣr, 141, 148).
   A masculine nisba adjective agreeing with the noun dīwān in the names
   of offices relates to the name of a person; cf. the commentary to no. 10.
6. The form mīnā is the Arabic rendering of the Coptic name ΜΗΝΑ (Heuser, 14).
   The term 'ard is used by al-Maṣžūmī with the the sense of a ledger containing
   headings of various items; cf. Frantz-Murphy, Agrarian administration, 104-105,
   who translates it as 'review'. Al-Kwaṣamī, in his handbook for secretaries, refers
to this as 'arida, which he defines as 'a document in which something is laid
open to view' (Bosworth, JESHO XII, 123). In the medieval works on administration
al-mustakraj refers to receipts in cash and al-mutawasqīl to
   receipts in kind (Cahen, JESHO V, 269, Arabic III, 13-14, Frantz-
   Murphy, Agrarian administration, 35).
7. al-qādi al-sādī muḥālīs al-dawla wa-'aminūhā: The title of the judge contains
two conjoined construct phrases with the same nomen reatum but different nomina
   regesta, the nomen reatum being replaced by a conferential pronoun in
   the second phrase. This form of a title is attested elsewhere. Documents: T-S 12470
   (al-ʾamīr al-jalīl sayf al-dawla wa-mudīlah), T-S 28.8 [no. 98], second document
   (makin al-dawla wa-najibah), T-S Ar. 5344 [no. 119] (nār al-dawla wa-sadidūh),
   T-S NS 306.171, f.16r:3-5 (ṣibl al-dawla wa-suṣūlūh), ibid., f.17r:3-4 (ṣibl al-
   dawla wa-suṣūlūh), Michaelides (charta) A. 169 [ed. Khan, JIRAS 1990, 45] (al-ʾamīr zājm
   al-kālidā wa-fajrūhū). Inscriptions: RCEA no. 3142 (544 A.H. -ṣarīm al-dawla
   wa-imdūhā), al-Masābīḥī, 'Abār Miṣr XI, 205 (wudāl al-dawla
   wa-imdūhā).
8. 'ināla refers to the activity of the 'āmil, 'accountant'. This term occurs regularly
   in the tax receipts published in section XIX.
Text

1. [سم الله الرحمن الرحيم] بن الشيخ علي بن الأخضير
2. اقرأ الله [رب العلمين]
3. اقرأوا شعراً إنه قبيح من المزيج
4. أبي الخير المنتبه جمعه ما كان عليه من الإجهة
5. المكتبة عليه بالإجارة التي بيد أحمد المتكور
6. وذلك في تاريخ الثالث من شهر ربيع الأول من
7. سنة سبع واستفادة شهدت عليه بذلك
8. وكتب عبد العزيز بن هرون صح

Textual notes
2. The reading الأخضر is only tentative.
3. MS: المزيج

Translation
1. [In the name of God, the merciful and compassionate.]
2. 'Abdum [Abu al-]Sayb 'Ali b. al-‘Aqdar acknowledged
3. with a legal acknowledgement that he has received from al-Muzibid
4. 'Abu al-Kayr, the physician, all the rent that he owed
5. and that was recorded as owed by him in the lease that is in the possession of
6. this 'Abdum.
7. This took place on the third of the month of Rabi’ I of
8. the year six-hundred and seven. I witnessed this for him.
9. It was written by 'Abd al-Aziz ibn Harun.

Commentary
3. 'irārān tā‘iriyān: The use of the term tā‘ir is found in the validity formulae of
legal documents from Egypt after the Fatimid period (see the introduction to
section I, pp.45-46). For the name al-Muzibid see al-Dahabi, Kitāb al-mutlabāt, 475.

Translation
1. In the name of God, the merciful and compassionate. Praise be to God, lord of the
universe.
2. 'Abdum al-Hasan - this patronymic being his name - Ibn Yabè, the Christian bath
attendant, who is a short man, with a smooth
3. forehead, in which there are wrinkles, with separated (eyebrows), dark brown
(eyes), a rough nose, on the bridge of which there is a scar, with protruding cheek bones, entwined beard, there being a little grey at its tip,
4. acknowledged, calling people to be his witnesses, acting willingly, in sound health
and his acts being legal, that he is under obligation and owes 'Ali b. Ibrahim, the
watchman
5. [ ] al-Nasr b. 'Abdu al-Qasim al[ ] two dinars, standard weight, full
weight, of good alloy, an established debt and a binding right with legal force.
6. falling due [ ] - when they wish, night or day, he will not delay
payment of that to them
7. in any way whatsoever, and he will pay this debt without entering into litigation
against it and without any choice being granted him in any way whatsoever.
8. They accepted that from him with a valid acceptance [ ] - he recognized
all of it and their acknowledgement of all of it
9. ... they being in sound health and their acts being legal [ ]
Renunciation of claims

(Fifth century A.H./eleventh century A.D.)

T-S Ar. 3898. Parchment. 31 cm. x 9 cm. The verso contains a Judeo-Arabic letter.

Text

1. بسم الله الرحمن الرحيم وسلمو الله صلى الله عليه وسلم...
2. أقت بن عيسى بن أبي بكر الصديق...
3. ممنك فكرهم قررهم فعند شهدونا...
4. الكتاب والشعراء...

Textual notes

2. There is a mark under the ‘ayn of the word لعبة, and also of the word [ع], in line 2. These are reduced forms of sād is written under the sād of لعبة.

Translation

1. In the name of God, the merciful and compassionate. Praise be to God alone, he is sufficient, and peace be upon his servants, whom he has chosen.
2. 'Abū Naṣr ibn 'Aṭiyāyah the Jew, formerly a broker dealing in drugs in Fustāṭ, on this day he being a youth with no beard, without growth on his cheeks or his chin.
3. square in stature, inclining to medium, pure brown (in complexion), with a smooth, broad forehead, with eyebrows linked by an arc of hair, with fleshy eyelids, large eyes, with a fine nose, there being marks of smallpox on his face, acknowledged in the presence of witnesses of this.
4. document, calling people to be his witnesses, he being in sound mind and body, legally capable of conducting his affairs, acting voluntarily, not forced, nor coerced, nor constrained, nor ignorant of what he acknowledged in it.
5. the Jew, nor does she owe, nor is there in her possession, nor...
6. the deceased, formerly a broker dealing in drugs, nor is there any remnant of inheritance from him.
7. nor ... nor anything hidden, nor anything hoarded, neither gold, nor silver.

Commentary

In this document the muqarr renounces all claims on the muqarr laḥā; cf. T-S Ar. 30.30 (no. 47).
4. nor (is there any debt) incumbent upon them, nor in their possession, nor in their custody, nor incumbent upon anyone in connection with them [ ]
5. gold, silver, a debt, a loan, a deposit, rent, [ ]
6. clothing, ornament, habiliment, fashioned or broken jewellery [ ]
7. settling of an account, rescinding of an account, nor what is administered as a deposit [ ]
8. the value of which has been specified, nor a fine of any type of possession or goods [ ]
9. nor anything that has not been mentioned herein, small or large, old or new, nor a claim [ ]
10. nor argument, nor litigation, nor dispute in any way whatsoever. He released them with [a valid quittance ]
11. as a ratification for them and a proof, today and afterwards. Whenever he claims repayment of a debt from them or [ ]
12. or in connection with him after his death, or presents evidence, or deposits a testimony or attaches an oath [ ]
13. or its rescission or withdrawing from it, all that is false, void, unjust [ ]
14. in any way whatsoever. They accepted his acknowledgement from him with a valid acceptance. (The acknowledgement of Hasan)
15. Ibn Kalaf, the Jew from Tyre, and of the two men to whom the acknowledgement was made and who were granted a quittance, 'Ishaq ibn Sahl and (Bū Naṣr, named in this)
16. document, was witnessed, after it had been read to them and they had acknowledged that they had understood it, while acting voluntarily, in sound health, and their acts being legal [ ]
17. [ ] .... [ ]

Commentary
11. ṭawṣīqatān la-humā wa-ḥajjatan fi al-yawm wa-mā bā'dahu. For this formula see Ibn al-Ṣayrānī, in al-Nuwayrī, Nihāyat al-ʿarab IX, 2613. The term ṭawṣīqa occurs also in T-S Misc. 298 [no. 41], line 7.
Testimony concerning the death of a man and his son
(5th Shawwāl, 427 A.H./A.D. 1st August, 1036)

T-S Misc. 22.285. Paper. 19 cm. x 18 cm. The verso contains a Hebrew poetic composition.

Text

1. يسُمُ الله الرحمن الرحيم
2. شهد الشهود الحسنون في هذا الكتاب كلهم يعرفون صدقة بن علوف بن الفياب
3. الإسلامیة مرغة صحة لا يسلون فيه ولا يتنطون بشي من أن صدقة بن علوف المعرف
4. بابن الفياب توالت بمغرة النعمان بعد وفاته ولدته بفرج بمدينة الامامية وإنه لم
5. يقف من يستحق وراثة غير ابنه وعذب زوجة مؤهوب بن نصار وبذلك وسعوا
6. شهادتهما في صحة منهم وجوائز أمر في اليوم الخامس من شوال سنة سبع عشرين واربع

Māna

Witness clauses:

1. شهد سلامة بن أسحاق بما عرفه
2. من وفات المذكورين واستحقاق
3. الأوامر المذكور فيها للورثة وكتب
4. بيده في تاريخه
5. شهد علي بن حسين بما عرفه من وفات المذكورين وبجميع ما تضمنه هذا الكتاب
6. وكتب بخطه في تاريخه
7. شهد يوسف بن منشا بما صح
8. يضمهم هذا الكتاب وكتب بيده في تاريخه
9. شهد بركات بن ماحة بما عرفه صح
10. [من وفات المذكورين]

Textual notes

3. The manuscript is rubbed at the end of the word منه and the final hā’ is not visible.
4. MS. i.e. اللادقة. For this type of orthography, in which only one lām is
written when the definite article is prefixed to a word beginning with lām, see Hopkins, SGEA §22a and Diem, ABPH, no. 134, 10.

Witness clauses

3. In the name of God, the merciful and compassionate.
4. The witnesses named in this document, all of them knowing Ṣadaqa ibn 'Alīn ibn al-Dabbāb, the Jew, with a legally valid knowledge, not having need to ask about him or inquire concerning anything relating to him, testified that Ṣadaqa ibn 'Alīn, known as ibn al-Dabbāb, has died in Ma‘arrat al-Numān after the death of his son Bu‘ Faraj in the town of Latāka on the 29th of the month of Zil-Hijj. He has not left anyone having rights to his inheritance except his daughter Yamānī, the wife of Mawhūb ibn Bašār. They attached thereto their testimonies, while being in sound health and their actions being legal, on the fifth of Ṣawwāl of the year four-hundred and twenty-seven.

Witness clauses:
1. Salāma ibn ‘Iṣbāq testified to his knowledge of the death of the two people mentioned herein, and to the right of the heir mentioned herein to the inheritance. He wrote with his hand on its date.
2. ‘Alī ibn Ḥusayn testified to his knowledge of the death of the two people mentioned herein and to everything that this document contains. He wrote with his hand on its date. Valid.
3. Yusuf ibn Menašē testify to what this document contains. He wrote with his hand on its date. Valid.
4. Barakāt ibn Menāšēm ibn Mabārāk testified to his knowledge of the death of the two people mentioned herein.

Textual notes
5. ja‘āba: The first form of the verb is used instead of the fourth form. For this feature of Middle Arabic see Hopkins, SGEA §70.

Witness clause
2. They have responded to his request by registering their testimony to what they know concerning [ ]
3. He wrote on his authority and in his presence. That was in Ṣawwāl of the year [six-hundred] and fifty-four.

Witness clause
1. I testified that he is of Kaybari origin.
2. Written by Muhammad ibn ‘Aḥmad ibn Ḥusayn.
3. He informed me of this. Praise be to God, the eternal.
Commentary
4. The document is an attestation by an accredited witness that the Jew known as 'Ibrāhīm ibn 'Isā'īl was of Kaybari origin. These were Jews who claimed to be descended from the Jewish inhabitants of al-Kaybar in North Arabia. This Jewish clan is said to have received from the prophet of Islam a special charter granting them privileges. Several versions of this, undoubtedly forged, are preserved in Hebrew characters (H. Hirschfeld, JQR XV, 1893, 167-81, Goitein, Kirjath Sepher IX, 1933, 507-21). The Kaybari Jews claimed exemption from poll tax on the basis of this charter. The Fāṭimid caliph al-Ḥākim excluded the Kaybaris from the hardships and restrictions that he imposed upon Jews and Christians. Most Jews bearing the nisba al-Kaybari who are mentioned in the Genizah documents came from families that had settled in Iraq (Goitein, Mediterranean society II, 386-87, Gil, Palestine in the first Muslim period I, 126-27, 311). See also T-S K.25.214 [no. 93].

The region known as al-Hawf is situated in Northern Arabia. It is the depression lying along the northern fringes of the Nafud. It seems that it is used here loosely to refer to Northern Arabia in general, since the oasis of al-Kaybar lies to the southwest of the Nafud. One cannot exclude the possibly, however, that the word in the document should be read as al-Hawf, which, when not qualified further, was the name of the region lying on the eastern side of the Nile Delta. The sources also mention al-Hawf al-Jarqi ('Eastern Hawf') and al-Hawf al-Ǧarbī ('Western Hawf'). The first of these referred to the region otherwise known simply as al-Hawf, whereas the second designated the region on the west side of the Delta (J. Maspéro and G. Wiet, Matériaux pour servir à la géographie de l'Egypte, 75-77).

Text

Textual notes

This document was originally published by H. D. Isaacs in Medical History XXXV (1991), 250-57. I list below where my readings differ from his.

WS6: Ṣaḥih al-Bukhārī 4.41

Witness clauses

Translation

1. In the name of God, the merciful and compassionate.
2. The people attaching their signature and registering their name (below), they
being free,
3. trustworthy Muslims, whose statements in their testimonies are accepted, testified that they have examined 'Ibrāhīm ibn Bū al-'Umā
d. the Jew (and found that) he has been inflicted with black humour and this has caused him to contract leprosy;
5. and that this prevents him from moving freely and going about his business among Muslims.
6. Since they recognized the validity of this after examining him and being apprised of the true nature of his disease,
7. and since someone has requested them to register their testimony to what they recognize, they have responded
8. to him by registering it, in the first ten days of Rabi‘ II of the year six-hundred and sixty.

Witness clauses
1. the text of the testimony [ ]
2. in it, he being ill [ ]
3. Written by 'Aḥmad ibn 'Abū al-Ḥasan [ ]
4. I examined the man mentioned above and I found
5. in him the disease of leprosy. He is not permitted to move freely among
6. Muslims since it is a contagious, transmissible disease.
7. Written by 'Abū al-Ṭāhir ibn Bū al-Ḥasan
8. [ ] on its date.

Draft 1

51
Drafts of a testimony concerning the qualifications and
good conduct of a physician
(Seventh century A.H/thirteenth century A.D.)

T-S NS 305.115. Paper. 22 cm. x 8 cm.

Text

Recto

Draft 1

شهد من وقع اسمه في آخر هذا المحضر وهم من الرجال،
1. المسلمين العاديين من الانصار، شهدوا
2. جميعا، وفرادي إنهم يعرفون أبو الحسن بن أبو سهل بن أبى وهب
3. المتته من أجله معرفة صحة ثابتة بعينه، واسمه ونسبه
4. ويظهرون حالته ويقررون على أموره ويجهدون شهادة
5. ولا شك أنهم فيها ولا يروى أنهم من أهل الستر والسلامة.
6. والمعاوية والخبرة والمعرفة التي فيها يعترفون من صاحبته
7. دخلت فيما يتراءى من تدبيه في ديناته، من الفرائض وغيرها، وكن الجلوس في
8. الجوانب الشارقة على الطريق واليرة.
9. دخلو من منزل، وانزل من يعبده و
10. أعلموا عليه الأعرار والصبر والثقة، وعائلاً وعائلاً، وعائلاً.
11. وعائلاً وعائلاً، وعائلاً.
12. وعائلاً وعائلاً.
13. وعائلاً وعائلاً.
14. وعائلاً.
15. وعائلاً.
16. وعائلاً.
17. وذلك في يوم الفلن.

Draft 2

بسم الله الرحمن الرحيم

1. شهد من أثبت شهادته أخر هذا المحضر وهم من الرجال، المسلمين العاديين من الانصار، شهدوا
2. جميعا، وفرادي إنهم يعرفون من أجله معرفة
3. أبو السهل بن أبى وهب، المتته من أجله معرفة
4. الصحية

Draft 3

Verso

شهد من أثبت شهادته أخر هذا المحضر

1.
together and singly, that they know Bū al-Hasan ibn ’Abū Sālih ibn ’Ībrāhīm, 3.
the physician, the one requesting (this document to be drawn up), with valid and 4.
sound knowledge, in person, name, and genealogy, 5.
are informed about his condition and are familiar with his affairs. They testify, 6.
with a testimony 7.
concerning which they have no doubt or misgiving, that he is a man of honour, 8.
soundness, 9.
good health, expertise and knowledge, trustworthy in the profession that he 10.
practises, 11.
reliable, on account of his devotion to his religion, in the treatment he undertakes 12.
and in other matters; in holding sessions 13.
in street stalls and in having freedom, 14.
of access to the houses of people and the dwellings of those whom he treats. They 15.
have not known him 16.
to exhibit anything but charity, probity, trustworthiness, reliability and integrity. 17.
He is well qualified for his profession. 18.
They recognize, ratify and confirm what they have testified to. Since someone 19.
has requested them, 20.
you respond by registering their testimony to what 21.
you know of his trustworthiness, reliability, probity, expertise, uprightness 22.
and knowledge. They have responded to his request by stating all of this and have 23.
registered it.
24.
This took place on such-and-such a day.
Draft 2
1. In the name of God, the merciful and compassionate.
2. The people registering their testimony at the end of this court record, 3.
they being free Muslim men, testified, 4.
together and singly, <that they know> the man requesting it, the rayyis ’Abū 5.
[ibn] ’Abū Sālih ibn ’Ībrāhīm, the Jewish physician, with 7.
a valid knowledge.
Draft 3
1. The people registering their testimony at the end of this court record testified, 2.
together and singly, that they know the one requesting it, 3.
with a valid and comprehensive knowledge, in person, name and genealogy, are 4.
apprised of 5.
his condition and are familiar with his affairs. They testify with a testimony 6.
concerning which they have no doubt or misgiving that he is a man of honour, 7.
soundness and good health, and that he is learned in the profession of medicine 8.
and knowledgeable about it in all its aspects, namely the treatment of diseases 9.
of the body and the cause of diseases of the eye, when they occur,
9. and their correct treatment; and that he is well qualified
10. for his profession and for what is required of him by way of trustworthiness, reliability, probity
11. and integrity. They know that he possesses these qualities and they confirm it,
12. and recognize, confirm and ratify what they testify to.
13. Since someone has requested them, they have responded by registering their testimony
14. to what they know in this regard. They have responded to his request and have registered it.
15. On the — day.

Commentary
The document attests to the honesty and good conduct of the Jewish physician 'Abū al-Hasan ibn 'Abū al-Sāliḥ ibn 'Ībrāhīm. The leaf contains three drafts, each with slightly different wording.

Draft 2
4. Physicians are often referred to as rayyis in the Genizah documents; see Goitein, Mediterranean society II, 246.

Text

Recto

Bismi'llah ar-Rahman ar-Raḥim. 1. لم ولد عم الملأ الطواش (اسمه) الكريم كبار بها الدين تقراقوش المتصوري
اقدمه بخط كريم منتجا بعلامته المشهورة على يد الفارس الدولة 2. اعترفت بالوزن فوقه مايزة مكانة بهدف دينار وربع
على نقل عاشرة المذكور من فرعونه عليه السلام. 3.
نور في سبيل وتختم بالأشهداء. 4.
فجعلت في كيس وتختم بالأشهداء وناساها إلى فارس الدولة صاحب DRAWING
[ ] 5. أسياس عليه السلام. 6.
فجعلت في سبيل وتختم بالأشهداء. 7.
نور في سبيل وتختم بالأشهداء. 8.
فجعلت في سبيل وتختم بالأشهداء. 9.
نور في سبيل وتختم بالأشهداء. 10.
فجعلت في سبيل وتختم بالأشهداء. 11.
نور في سبيل وتختم بالأشهداء. 12.

Witness clauses

حضر ذلك ونظرت
1.
وعشهدت بما تمضاه
2.
وكتب عم بن الحسن بن اسماعيل بن علي
3.
حضر ذلك ونظرت
4.
وعشهدت بما تمضاه
5.
وكتب أبو المعالي يوسف بن محمد صح
6.
حضر ذلك ونظرت وشهدت بما تمضاه
7. [ وكتب ] [ ] 8.

Verso

احضر في تاريخ الرابع ورب ذكر (العشرين من ربيع) 1.
Textual notes

**Recto**

This document was published by D. S. Richards in *Arabica* XXXVI (1989), 237-41. Differences between his reading of the text and my own are indicated below.

1. الامير = العمير
   This word is omitted by Richards in his edition. The form مَرِ for 'امير reflects the influence of the Egyptian vernacular, in which the initial syllable is sometimes omitted in this word; cf. the adjectival form مَرِي for 'امیرy and the form مَرِجَة for 'امير al-ju'uyut.

2. حضر من بيت خضرة أخرى من الشهود: This is a common formula in court depositions. Richards reads حضر من بيت خضرة خمسة من الشهود.

3. Richards reads و at the end of the line. The manuscript, however, has a diacritic, which supports the reading ف.

Witness clauses

3. Richards reads أحمد instead of الحسن.

**Verso**

Richards does not publish the note on the verso.

Translation

**Recto**

1. In the name of God, the merciful and compassionate. Praise be to God, with the praise of those who give thanks.

2. When the order of our master, the ٹوواہ (eunuch), the great commander Bahá’ al-Dín Quráqís, the servant of al-Manṣúr and

3. of al-‘Afdal, came in a gracious rescript crowned by his well-known signature, by the hand of the 'amir Fáris al-Dawla.

4. ‘Adl, one of his retinue and his special commissioner, containing (instructions) to fetch the gold deposited in the possession of the wife of

5. Gánim ibn 'Isá, one of the inhabitants of Upper Manúf, the commissioner arrived on the second

6. of Rabi’ II of the year five-hundred and ninety-five and the witnesses accredited in the aforementioned district who attached their signatures below came

7. and crossed to the house of the aforementioned Gánim. His wife opened

8. the wall and brought out from it gold coins, numbering one hundred and seventy dinars.

9. Their weight was determined, this being one hundred and sixty-one, a half and a quarter dinars.

10. They were placed in a purse, put under wax seal and handed over to the aforementioned Fáris al-Dawla ‘Adl

11. for him to deliver to his honour Bahah al-Din, if God, exalted is he, wills, and [ ]

12. above it. Praise be to God alone. Whoever trusts in God, he (God) is his sufficiency.

252
53
Deposition by witnesses concerning the discovery of a dead body
(Ca. 24th Rabī' I, 601 A.H./A.D. 19th November, 1204)

T-S AS 177.414. Paper. 16.7 cm. x 14.5 cm. Bifolium consisting of two conjoined leaves. Only the right hand side of the second leaf has survived. The verso is blank.

Text
Fol. 1

Textual notes
Fol. 1
The registration clause is written in a different hand from the one that wrote the document.

Translation
Fol. 1
1. It has been registered.
2. Praise be to God, who is sufficient for those who put in him their trust.
VII
DECLARATIONS
T-S K25.249. Paper. 30 cm. x 18 cm. There is a joint 8.6 cm. from the bottom. At some time after the Arabic document had been written, the sheet was folded in the middle to form two leaves of a bifolium. A Judeo-Arabic text concerning Jewish law was added on the verso and at the top of the recto.

Text

بسم الله الرحمن الرحيم

1. يقول هبة بن بقوط بن حازم، صاحب الأمير ذهيرة الدولة جبرة بن محمد بن عدنان، أنى قبضت من الشيخ أبي الحسن علي بن جديد من الشعر الذي رسم

2. تسلميه

3. لما حمل إلى العسكر المنتصر، فورد كتاب الديوان إليه يビルد

4. تهيئة الفن وحاشكة وأربعة وثلاثين ارتباء، إلا عبارها عشر وسبعات مفرأة؟

5. نصف الأربين خمس وبيات بالطويل، معاً قدر من المساحة التي جرى الرسم بها لا زاب

6. المراكب

7. وهو ربع وسبة لكل أرب من ذلك الفن وخمس مائة وستين ارتباء، وأخذ الملفة

8. إلى ساحل فيه المنارة، في المركب وحملها إلى ساحل الذي فيه المنارة، وأتى إبراهيم

9. من كيلهما

10. أردها برائة قبض واستيفاء لجميعها وكتب بخطه في اليوم الخامس والعشرين من شوال

Textual notes

3. In the name of عدنان the sequence of letters nun + 'alef has been repeated by ditography.

8. The words إلى ساحل فيه المنارة at the beginning of the line have been crossed through.

Translation

1. In the name of God, the merciful and compassionate.

2. Hiba ibn Bqtor ibn [ ], the companion of the 'Amir Daqiqat al-Dawla Haydara ibn Muhammad

3. ibn 'Adnān states that: I have received from the elder 'Abū al-Hasan 'Ali ibn Judayd part of the barley, the delivery of which has been ordered.

4. when it was conveyed to the 'protected camp' ... And the letter of the government office has reached him indicating [ ]

5. three-thousand, one hundred and thirty-four irdabbs, reckoning at a rate of ten sifted waybas (per irdabb).

6. half an irdabb being five sifted waybas, together with the share that is customarily assigned to the shipowners,
7. this being a quarter of a wayba for every irdabh. Half of this is one thousand, five-hundred and sixty-seven irdabhs. He has taken the produce
8. in the ship and conveyed it to the coast with the lighthouse. I have released him from its measure
9. and quantity, with a quitance for full receipt of all of it. He wrote with his own
10. hand in the twenty-fifth of Sawwal
11. of the year four-hundred and twenty-two.

Commentary
This and the following two documents (T-S Misc. 22.280 [no. 55], T-S Ar. 42.174 [no. 56]) are written in a subjective style (1st person). For this type of formula see Wakin, The function of documents in Islamic Law, 44-45.

5-6. In the capital of medieval Egypt the irdabh consisted of six waybas. Outside the capital, however, the unit of irdabh had various sizes. In the Fayyum it was nine waybas. In other regions it ranged from as little as three to as much as eleven waybas (Grohmann, Einführung und Chrestomathie zur arabischen Papyrologie, 156).

---

55
Declaration of receipt of money
(Monday, 4th Ša’bān, 438 AH/A.D. 3rd February, 1047)

T-S Misc. 22.280. Paper. 28 cm. x 19.2 cm. On the verso and between the first four lines of the recto there is a Hebrew poetic text.

Text

ْبسم الله الرحمن الرحيم
1. يقول غالب بن حساب بن الأمير مرات الدولة عبد امير المؤمنين
2. صلوات الله عليه الحمد من الشجاع غالب بن عبد الله بن مصور
3. الجهلة بدوبيان تخريج بقية القسط الأول من سنة ست وثلاثين وأربع مائة
4. والذين للامير سامي الدولة وقيل له العين انذا عشر دينارا
5. نصفها ستة ودانيار وإبراته من ذلك قراء قرش واستيف وكسيلة
6. في يوم الاثنين الرابع من شعبان من سنة ثمان وثمانين وأربع مائة
7. السعد نود وصلته على سيدنا محمد النبي وله وسلامه
8. 

Textual notes
6. Under the word سنة there is a numerical cipher. The end of the word دانيار is smudged.

Translation
1. In the name of God, the merciful and compassionate.
2. Ga’il ibn Ḥabasa, son of the ‘amīr Murād al-Dawla, servant of the commander of the faithful,
3. the blessings of God be upon him, states: I have received from the elder ‘Abū Ga’il ‘Abdallāh ibn Ma’nār,
4. the cashier in the land-tax office, the remainder of the first instalment of the year four-hundred and thirty-six,
5. which belongs to the ‘amīr Sāmī al-Dawla. It amounts to twelve dinārs, in minted coins,
6. half of this being six dinārs. I have released him from that with a quitance of full receipt. He wrote
7. on Monday, the fourth of Ša’bān of the year four-hundred and thirty-eight.
8. Praise be to God and his blessings and peace be upon our lord Muhammad, the prophet, and his family.

Commentary
6. Half the full amount is stated in order to forestall any attempt at falsification. In the Fāṭimid period such a practice is found in documents written in the Fayyum but not in those written in Fuṣṭāṭ (see the introduction to section I, p.34).
2. Hanūn ibn ‘Alūn, the Christian clerk in the Dār al-Dībāj, states that: I have sold to the elder ‘Arūs ibn Yūsuf, the Jew.
3. From Fustāṭ, a Christian slave girl and her son Qiwām and I have guaranteed to him that whenever any claim is made against him on account of the price, and nothing else,
4. it will be incumbent on me to free him from this or to pay it for him from my money, she being a carob coloured slave girl with a dependent son, who is a slave boy;
5. and (also states) that he has no complaint about her to me on account of a defect or anything else except his dispute with regard to the price. I have received
6. from him the price, this being twenty-one dinārs, except for the commission included in this sum. He has granted me a quittance from that and from any oath upon it or upon any part of it,
7. from any other person, whether a relative or a stranger. He wrote with his own hand in the first ten days of the month of Ramaḍān in the year
8. four-hundred and eighty-three. I called God, exalted is he, to be my witness concerning this. Judgement always belongs to God.

1. The note for (the boy) Qiwām of the maid-servant from Ibn Zur'ā.

Commentary

1. For the name ‘Alūn see the commentary to T-S Ar. 53.61r3 [no. 13]. The dār al-dībāj was the residence of the Fāṭimid viziers from the time of Ya‘qūb ibn Killis, its builder, until Badr al-Jamālī, who moved elsewhere. The residence then became known as dār al-dībāj since silk material was produced there (al-Maqrīzī, Kītiq I, 464).

Textual notes

Recto

1. Note the orthography of this word with one yā’ after the ‘alif.
2. The scribe first wrote ‘alimān at the beginning of the line then corrected it to ‘alimān.
3. The reading of the final phrase is only tentative.

Translation

1. In the name of God, the merciful and compassionate.
Court record relating to a business partnership
(24th Šawwal, 450 A.H./A.D. 14th December, 1058)

T-S 8JaI.1. Paper. 17.5 cm. x 15.3 cm. The verso contains a poetic eulogy in Judaeo-Arabic.

Text

بسم الله الرحمن الرحيم

حضر إلى شهود يوم تاريخه وهو في الرابع والعشرون من شوال سنة خمسين والسبعين

وحشي بن سعيد بن أربهيم اليوهدي وحليه شاب معتدل القامة أسلم اللون وافقه

и اوضح الجبهة عندها مقرر خفيًّا أسليل (ب) عينين مستدير اللحية صغيرة خال

جانيби الم للغاية وهو أحد المشاركين في ثقة بركات بن اسماعيل وفتوح

بن ناسج بن رجا في جملة من قبلها مائة دينار واحده ولائدة وسهين دينارات

مصرية في تجارة الجل والحالات المعروفة بشémka بريمن سليمان بن كسا

يخضع وحيش منها ثلاثة وعشرون ديناراً والباقي من الخيل

لبركات وفتوح نصف بالسوسية واعترف وحيش المذكور أنه قبض

من بركات وفتوح المذكورين المال الذي يخصه وصار بينه جميعه

Textual notes
7. The reading is not certain. The hāṣa in the middle of the word slants to the right and is surmounted by a short stroke.

Translation
1. In the name of God, the merciful and compassionate.
2. On its (the document's) date, that is the twenty-fourth of Šawwal of the year four-hundred and fifty
3. Wujays ibn Sa'id ibn Ibrāhim the Jew appeared before its (the document's) witnesses. His physical description is as follows: A youth of average stature, brown in complexion,
4. with a smooth, broad forehead, with a light arch of hair between his eyebrows,
5. with dark brown eyes, with a small round beard,
6. both sides of the tuft between the lower lip and the chin being without hair. He
7. is one of three partners, (the other two being) Barakāt ibn Isma'īl and Futūh
8. ibn Nassāj ibn Ra'ajā, in a sum amounting to one hundred and seventy-three Egyptian dinars
9. for the trade of horse-cloth in the shop known as 'horse bit' in the compound of Sulaymān ibn Kāzā
10. Wujays is assigned twenty-three dinars of it and the remainder of the sum is for
11. Barakat and Futūh, a half each, divided equally. The aforementioned Wujays
12. recognized that he had received
13. from the aforementioned Barakat and Futūh the money that had been assigned to
Court record concerning the ownership of domestic animals
(The first decade of Ramadān, 495 A.H./last third of June, A.D. 1102)

T-S Ar. 38.56. Parchment. 25 cm. x 15.5 cm. The verso contains an Arabic letter.

Text

بسم الله الرحمن الرحيم

1. لما كان في العشرين الأول من شهر رمضان سنة خمس وتسعين واربع عاية حضر دري بن
2. بن عسكر القريطي وزوجته مغربية مولاة بحري في الضيعة المعرفة بابوان من أعمال
3. مدينة
4. الارتشوني وجري بيهما خطوب عنان شرحا استقر أخرا على ان البقرة
5. النعمان (2) الحمرا وفيها بيئة بينه وبينها تعيش ليس لدري بن عسكر
6. فيها شمل وخلال ولا شربة فيها ولا مخالفات وإن البقرة السوداء وأبنها
7. لزوجة مغربية مولاة بحري مال من مالها تتحكم فيهاما [نُصيرن الملاك في ملاكهم ليس
8. لها
9. فيما شرب ولا مخالفات وإن الخمسة وعشرين رأس غنم بيض واحدا وابنهم شرحة
10. بين دري بن عسكر وزوجته مغربية المسمى عمه في بابن هنا الكذاب صفين
11. بالسوسية أيامها ردروا القسمة كان ذلك بابديهم على الفرايدة تصيفين بالسوسية
12. وبذلك أقروا وأشهدوا على أنهم في صحة منهم جوزا أمرهم طالعهم غير

مكُرهم وذلك في التاريخ المنكر شهد على ذلك

Witness clauses

1. شهيد نصر بن بدر السلولو بجميع
2. ما صر وشرح فيه وكتب عنه
3. بأمره ومستر
4. شهد جرير بن بدر السلوكو بجميع ما
5. نص وشرح فيه وكتب عنه بأمره ومحترسه
6. شهد جواب بن نصر السلوكو بجميع
7. ما نص وشرح فيه وكتب عنه بأمره ومحترسه
8. شهد زيد بن مهدى السلوكو بجميع ما نص وشرح فيه وكتب عنه بأمره ومحترسه
9. شهد ركاب بن جوهر السلوكو بجميع ما نص وشرح فيه وكتب عنه بأمره ومحترسه
10. شهد فتح بن فاسم بجميع ما نص وشرح فيه وكتب عنه بأمره ومحترسه
11. شهد سفيان بن مهدى بجميع ما نص وشرح فيه وكتب عنه بأمره ومحترسه

Textual notes
3. The word بن has been repeated by mistake at the beginning of the line. The tā' marbūta of the word مولاة has been reduced to a short vertical stroke.
5. I am unable to offer a satisfactory decipherment of the first word in this line. After this word there is a hole in the parchment. This seems to have arisen through shrinkage and, consequently, has not caused any text loss.

8. The sin of the mistake has been curtailed.

Witness clauses
6. ِ: The name could also be read as ِ. Cf. al-Dahabi, Kitāb al-mattabih, 125.

11. I interpret the name ِ as being derived from ِ (child, baby) by devoicing of the ِ.

Translation
1. In the name of God, the merciful and compassionate.
2. In the first ten days of the month of Ramaḍān, in the year four-hundred and ninety-five, Durri
3. ibn ʿAskar al-Qarīṭī and his wife Magribiya, the freedwoman of Yahyā, in the estate known as ʿIbwan belonging to the province of the town of
4. al-ʿUṣmūnayn, were present and negotiations took place between them that are too long to relate but whose outcome was that the
5. ...... red cow and its female offspring would be shared in a partnership between her and her daughter Taʾī, Durri ibn ʿAskar
6. having no share in it, large or small, nor any partnership in respect of them, nor any association; and that the black cow and its male offspring
7. belonged to his wife Magribiya, the freedwoman of Yahyā, as part of her property, she being free to act with regard to them as owners act with regard to their property and not having
8. any partner or associate with respect to them; and that the twenty-five white sheep, and their followers, are held in partnership
9. between Durri ibn ʿAskar and his wife Magribiya, named together with him on the recto of this document, in equal shares.
10. Whenever they want a division (of the sheep), they will carry that out themselves, adhering to the requirement that it be into two equal halves.
11. They acknowledged this and called witnesses to testify that they were in sound health, that their actions were legal and that they were acting willingly, not forced. This took place on the aforementioned date. This was witnessed.

Witness clauses
1. Naṣr ibn Badr al-Salūlī testified to all that
2. has been stipulated and detailed herein. This has been written on his behalf, by his instruction and in his presence.
3. Jarīf ibn Badr al-Salūlī testified to all that
4. has been stipulated and detailed herein. This has been written on his behalf, by his instruction and in his presence.
5. Jawwāb ibn Naṣr al-Salūlī testified to all that
6. has been stipulated and detailed herein. This has been written on his behalf, by his instruction and in his presence.

Commentary
3. Al-Qarīṭī is the nisba of al-Qarīṭī in al-Ṭarbiyya province (Ibn Duqmāq, Kitāb al-ʿaṣāṣir V, 95), or possibly of al-Qarīṭīyya in al-Gizā (Ibn Duqmāq, IV, 130). For the locality ʿIbwan in the province of al-ʿUṣmūnayn see HML, 121.
4. Jārā baynahunū ḫuṭāb. Cf. the phrase bi-mukāsara ḫarāʾ alayhi baynunū (in negotiations that took place between them concerning it'), which occurs in the formulary of some ʿiqraʾrāt, e.g. T-S Ar. 38.85 [no. 39], line 12, T-S Ar. 38.14r14 [no. 40].
6. miʿ wa-lā ʾkilī. Cf. APEL III:11 (acknowledgement, Fayyūm, 527 A.H.; ʿhatta ʿa yahqī minhu lā yafʿ ma wa-lā ʾkilī 'until nothing remains, much or little'; T-S Ar. 38.85 [no. 39], line 12 (acknowledgement, 463 A.H.); ʿ kull ma ḫīkira fī bi min maʿla wa-lā ʾkilī 'everything mentioned in it, much or little'.

Witness clauses
For the nisba al-Salūlī see al-Samʿānī, Kitāb al-ʿansāb VII, 188-90.
Court record concerning an inheritance
(Second half of the fifth century A.H./eleventh century A.D.)

T-S Ar. 3871. Parchment. 24 cm. x 19.5 cm. The verso contains an address written in Judaeo-Arabic stating that the recipient was Nahray ben Nissim and that the sender was Nahray ben Natan, his cousin.

Text

1. بسم الله الرحمن الرحیم

2. الفاظین نفع الى القاضی ...

3. القرآن نعیم...

4. في الوقع، ذكره

5. في الوقع، ذكره...

6. في الوقع، ذكره...

7. في الوقع، ذكره...

8. في الوقع، ذكره...

9. في الوقع، ذكره...

10. في الوقع، ذكره...

11. في الوقع، ذكره...

12. في الوضع، ذكره...

13. في الوفق، ذكره...

14. في الوضع، ذكره...

15. في الوضع، ذكره...

16. في الوضع، ذكره...

17. في الوضع، ذكره...

18. في الوضع، ذكره...

19. في الوضع، ذكره...

Textual notes

In this document "fā" has a diacritical dot underneath it and "qāf" has a dot above it.

5. Note the spelling of the sequence "a’/a" with two "alifs" in مرحالة. The syntax of the clause beginning مرحالة is difficult.

6. The scribe first wrote يوفاتها and then corrected it to يوفاتها.

7. Lines 17-19 are written in a different hand from the rest of the document.

Translation

1. In the name of God, the merciful and compassionate [ in the gate of ‘Abdallāh, in the neighbourhood of the gate

2. of so-and-so, [ I paid to the judge [ ] the foundation, whose price [ ] the foundation; it is the price of the ruin that is at the gate

3. of ‘Abdallāh, near the gate of so-and-so, sold from the estate of 'Afiyya ibn al-Hāik. Subsequently other people presented themselves and stated that they were the heirs of Sittatā, daughter of ‘Abdallāh. They officially recorded her death and the number of her heirs at the (office) of the judge who had ordered the sale of the ruin.

4. and had him officially record that the [ ] ruin was from her estate and that they were entitled to receive money corresponding to the sale price of the ruin. He subsequently ordered the ‘amīr

5. to pay it to them and he paid. He, then, wrote a document of quittance for him; I considered the case of such-and-such a number of dirhams paid by so-and-so, son of so-and-so, this being the price of a ruin, the sale of which had ensued

6. by my instruction, from the estate of Sittatā, daughter of ‘Abdallāh. My judgement took account of her death, the number of her heirs, the death of those of them who had died

7. and those who were owed their inheritance, and was based on what I considered to be the correct course of action. These dirhams passed, by a legitimate instruction and valid means, to so-and-so,

8. son of so-and-so, and to the heirs of his deceased brother, these being his wife and his children, for so-and-so a half and for the heirs of his brother a half,

9. shared between them, according to the inheritance from him. I instructed him to pay that to them and he paid it by my instruction and it was registered with me.

10. I, therefore, resolved that he should be granted a document of quittance from it.

11. This was executed and put into effect. Subsequently the judge died and another judge assumed office. He examined the archive of the deceased (judge) and found that the money had been registered in it.

12. On the request of the ‘amīr he brought out the document of quittance and found that it was written that the ruin was from the estate of Sittatā, but he found in the
No. 59

archive of the deceased judge

13. relating to pious foundations that it was from the estate of 'Atiyya ibn Hā'ik. It was pointed out to him that this was not the same as the other (record). He stated: It is clear and binding.

14. He found legal proof that identified the ruin and defined it and testified that the ruin sold by instruction of the deceased judge on the understanding that it was from the estate of 'Atiyya ibn Hā'ik was the one concerning which the heirs of Sittāt had recorded officially in his presence that they were owed its price in its entirety.

15. Since the legal proof was called to testify to him concerning it __ [ ]

16. Since the legal proof was called to testify to him concerning what it mentioned by way of his quittance [ ] what was found in the archive to be [ ]

17. the estate of 'Atiyya; since the legal proof stated that what was registered with the judge as being from the estate of 'Atiyya [ ]

18. was the right of the heirs of Sittāt and that they had received this. In God one places trust.

Commentary

Since Nahray ben Nissim, the addressee mentioned on the verso of the document, came originally from Qayrawān (see Goitein, Mediterranean society I-V, Indexes) and the sender is his relative, it is likely that the document was written in North Africa. This view is supported by the fact the letters fā' and qaf are marked with diacritical dots according to the Magribi custom (see the textual notes). Nahray ben Nissim emigrated from Tunisia to Fustāṭ around A.D. 1045 and died some fifty years later.

2. Bāb al-falāṭ. The document is apparently a draft of a record of legal proceedings. Some of the names and also a sum of money (line 6) are left unspecified and their place is taken by a general term (julān, kāḍa kāḍa). In the final version the relevant details would have been supplied.

3. Al-šarākh. The purchase of ruins is referred to in other Genizah documents, e.g. T-S Ar. 53.70r9 [no. 5]. They were either renovated and used as dwelling places or left dilapidated and used as storerooms (Goitein, Mediterranean society IV, 21-24).

11. The archives of a court (dīwān al-ḥukm) were originally kept in the house of the judge or of a clerk (kāṭib). By the fifth century A.H. most archives were transferred to a distinct location, where they were kept under seal (Tyan, Histoire de l'organisation judiciaire en pays d'Islam, 253, 260.).

---

60

Court record concerning a surgical operation by a physician

(Ca. 650 A.H./A.D. 1250)

T-S Ar. 3494. Paper. 12 cm. x 13 cm. There is a joint 3 cm. in from the right hand side. The verso contains an Arabic letter.

Text

1. حضر إلى مكزوم بن أسحق بن مكارم المبهدى المتعلق
2. ناصر بن جبريل وصديقه شئتته الحكم السماحة سبت
3. وفي إليها اليسرى كتيب ورسالة الطبيب
4. المتكرر مراولة فيها اسکین المروموظ
5. فكان من الله تعالى بالنظر كان تفصيل در [همين] [ ]
6. وإن كان خلفصة نقصاء وقفره والطبيب [ ]
7. برئ من ذلك

Witness clause

1. اشهدني بذلك
2. كتبه عبد الغوي بن عبد العزيز
3. ابن هلال الإحسائي

Textual notes

2. If the reading of the daughter's name as ستبت is correct, this would be a diminutive of ستبت, i.e. sayat. For this name see T-S AS 121229 [no. 2] line 2.

4. 'متوسغ' = زاوئ موسرًا = 'to treat an illness'; cf. Doxy, Supplément 1, 615. 'متوسغ' = 'to sharpen between two stones', زاوئ occurring instead of داد.

5. 'One dirham' would normally be expressed as درهم واحد since there is not sufficient room at the end of the line for the word 'درين' is more satisfactory.

Translation

1. Nāṣir ibn Jibrīl came to Makārim ibn 'Ishaq, the Jewish physician,
2. together with his natural daughter called Sutayt,
3. in whose left eye there was pus. He requested the aforementioned physician
4. to treat her eye with a sharp knife.
5. If God, exalted is he, grants sight, his remuneration will be two dirhams.
6. If the outcome is the opposite, he will evaluate the fee accordingly and the physician
7. will be free from liability for that.

1. Literally: 'the daughter of his loans'.
Witness clause
1. I was called to witness this.
2. It was written by 'Abd al-Qawā' ibn 'Abd al-Mu'tī
3. ibn Hilāl al-Anṣārī.

Commentary
1. The Jewish physician Makārim ibn 'Ishāq ibn Makārim is mentioned in the
   Arabic documents T-S Ar. 40.16 [no. 90] and British Library Or. 5566 B f. 15
   (dated 643 A.H./A.D. 1245). A leaf from an Arabic medical work attributed to
   him is preserved in the Genizah manuscript CUL. Or. 1080.4.10, see the
   forthcoming catalogue of medical material in the Cambridge Genizah collections.
3. kūnna: Pus behind the cornea of the eye that prevents sight (koyapoyon); cf.
   Hunayn ibn 'Ishāq, Kitāb al-`asrār maqālāt fī al-`ayn, 1371 (al-midda kalf
   al-qarniyya), 201:20, 205:2, 212:1.

2. I am grateful to Dr. C. Baker for drawing my attention to these references.
Power of attorney
(Fifth-sixth century A.H./eleventh century A.D.)

T-S Ar. 4165. Paper. 18 cm. x 16 cm. There is a joint at the top of the leaf. Only a very small strip of the leaf that is joined to the top of the present leaf has survived. The vestiges of Arabic writing on the strip do not contain the text that originally preceded the text on the main leaf. The verso contains Hebrew liturgical poems.

Text

[الحمد لله وحلى وسلامه على [سيدنا محمد نبيه واله وسلم تسليما]
1. حسينا الله ونعم الوكيل
2. 

نسخة كتاب الوكالة
3. المذكور شيوطه كهيئة
4. يسم الله الرحمن الرحيم صلى الله على نبيه محمد واله وسلم تسليما]
5. [هذا كتاب وكالة لصالح بن يوسف اليهودي الصقلسي] ...
6. [يهودي واقرار له جميع ما فيه وذله له جليلي في مثلها (انفسهما]
7. [عليه شهوده طوعا في صحة مثلهم وجزاهم امر حقا.
8. [عنه في طلب حقوقه الوافجه له حيث كانت وحيده مكرها]
9. [أي ومن كان في كالة الملك]
10. [بيج جميع ما ...
11. ]

Translation
1. Praise be to God alone and his blessings be upon [our lord Muḥammad, his prophet, and his family and save them.]
2. Our sufficiency is God. What a fine keeper is he!
3. Copy of the power of attorney,
4. whose registration was mentioned, in its (complete) form:
5. In the name of God, the merciful and compassionate. God bless his prophet, Muḥammad, and his family and save them.
6. This is a power of attorney for Ṣāliḥ ibn Yūsuf, the Sicilian Jew,
7. the Jew, and they both acknowledged for him everything herein and called people to be their witnesses
8. [its (the document's) witnesses, willingly, in sound health and their acts being legal, a ]
9. on his behalf, claiming the rights due to him, wherever they are, wherever they
10. [and with whomsoever of all the people they are]
11. [the sale of everything that]
62
Power of attorney
(Fifth-sixth century AH/eleventh-twelfth century A.D.)

T-S Ar. 39.16.  Paper. 11 cm. x 16.5 cm. The verso is blank.

Text

1. أبو سعد اليهودي بن ناجي بن يو نصر اليهودي الصباغ وحليته
2. دون الاعتدال رقيق السمبلة، واضح الجلبيهبة بها أساريرو خفية وشامه بمضات
3. سجوده مقترب الحاجبين صاف شهيلة العلميينين أقنا الألف مستدير اللمحة
4. وأنهته له على نفسها يا يابنما تطيبها واصحبا في صحة منها وجوهر
5. أمر طعما لها جعلته وليلها وحزيه ونابية عنها وقائما مقامها
6. في طلب حقوقها كلها وقضيها [ ] [ ] [ ] [ ] [ ] [ ]
7. حججاها وإقامة شهاداتها [ ] [ ] [ ] [ ] [ ]
8. وتخريجها [ ] [ ] [ ] [ ] [ ] [ ]

Translation
1. 'Abū Sa'd, the Jew, son of Nāji ibn Bū Naṣr, the Jewish dyer, who has the following physical features:
2. less than average stature, pure brown in complexion, with a smooth forehead, in which there are some inconspicuous lines and a mole on the place
3. (that touches the ground) when prostrating in prayer, with linked eyebrows, with eyes pure dark-brown in colour, hook-nosed and with a round beard
4. She called people to be her witnesses for his sake, with regard to what is contained and included herein, while in sound health, her actions
5. being legal and voluntary, that she has made him her representative, her party, her deputy and her proxy
6. in claiming and receiving all her rights ( ) trousseaux, registering
7. her documents, undertaking her testimonies,
8. her upbringing ( )

Commentary
1. The beginning of the document is missing. Presumably it is an acknowledgement (ṣūrah) and would have opened: 'aṣqaratt fulāna ibn fulāna.
2-7. taḥāth huṣajihā: For the practice of registering documents in the courts see the commentary to T-S Ar. 5360r:1 [no. 9].

280
63
Contract of a tax farmer
(First decade of Šawwâl, 480 A.H./A.D. December, 1087-January, 1088)

T-S Ar. 40.153. Paper. 17.5 cm. x 12.5 cm.

Text

Recto

1. بسم الله الرحمن الرحيم
2. ضمن لمولاًنا وسيدنا الإمام المستنصر بالله أمير العمونيين صلوات الله عليه وعلى أبيه
3. الظاهرين وأبنائه الاثنا عشر
4. الأكرمين، وثروتهما اللذين، وأمهما، وأمهما، وأمهما، وأمهما، وأمهما، وأمهما، وأمهما، وأمهما
5. المسلمون، وهادى دعاء
6. العموينين، ولهما، وأمهما، وأمهما، وأمهما، وأمهما، وأمهما، وأمهما، وأمهما، وأمهما
7. أبوه، وأمهما، وأمهما، وأمهما، وأمهما، وأمهما
8. وابنهما، من جوهر، وابنهما، وابنهما، وابنهما
9. في العثور، من شرائعما، وأمهما، وأمهما، وأمهما، وأمهما، وأمهما
10. اقتنع من الأثر

Witness Clauses

1. شهد حامد بن الحسن بن دينار
2. على الأمر المعروف المذكور فيه
3. في تاريخه

Verso

1. دكان قبيل
Textual notes

9. اربع مالئة is written with a numerical cipher.

Translation

1. In the name of God, the merciful and compassionate.
2. Mūsā ibn ʿĪsā pledged to our master and lord, the ʿɪmām al-Mustanṣir billah, commander of the faithful, the blessings of God be upon him and upon his pure ancestors and his sons, the most noble ʿɪmām, and (pledged) to his servant, the glorious lord, commander of the armies, sword of Islam, defender of mankind, protector of the judges of the Muslims, guide of the dā'īs.
3. of the believers, may God strengthen the religion through him and give comfort to the commander of the faithful by his long life, and (pledged) to his servant Ḥātim ibn Faraj, under the supervision of the elder ʿAbū Ishāq ʿIbrāhīm ibn Munajja, to stand surety for the two zakāts in the estate known as Qabil, for the ḵārājī year four-hundred and seventy-seven.
4. for a sum of money amounting to eight dinārs in minted coin, full weight, paying an instalment every month without delay, withholding.
5. protesting with an argument or giving a pretext in any way whatsoever, managing his money beneficently.
6. and to good ends. He called people to be his witnesses, while acting voluntarily, in accordance with his will, not forced, coerced or constrained.
7. in the first ten days of ʿĀshar of the year four-hundred and eighty, in three copies identical in wording and meaning, whichever one of them is at hand.
8. renders another unnecessary.

Witness clauses

1. Ḥāmid ibn al-Ḥasan ibn Dinār testified
2. to the acknowledgement by the acknowledge who is named and mentioned herein
3. on its date.
4. Zayd ibn Ḥāmid
5. al-Ṣarūjī testified to all that is in this
6. document, and he wrote with his own hand.

Commentary

3. Al-sayyid al-ʻajall ʿamīr al-juyūs This was Badr al-Jamālī, the vizier of al-Mustanṣir from 466 A.H./A.D. 1073 to 487 A.H./A.D. 1094.