stand that in Egypt also the leatherworker should be associated with the tanner. For the passage ـ تَنْثَرُونَ رِبَاعًا لأنَّهُمَا مَنْتَهَيَا إلى البَلَدَيْنَ أَلْهَيْنِ in an Arabic leather-roll dated 238 A.H. and found in Edfu (Inv. n° 9818, see p. 81) I. 10 and PERF n° 6018, Aramaic Tiberian Ma'asi'el b'Allah (J. V. Karabacek, Der Papyrussaude von el Faiyum, (Abuq. Wien Denkschr., xxxiii (1887), p. 230 and 233) and infra n° 57, 58, 59. We encounter a similar expression in Ibn an-Nadîm, Kitâb al-Fihrist, I, p. 51, 54. (أَفْتُورُ دُرْهَمْ نُفْسَةٌ كَالْجَلِيدَةٍ).

6. Similar formulae are: occurring in PERF Inv. Ar. Pap. 8140, 4 and J. Schacht, Das kitâb adhâr al-šâri'a wa-rabi'ir aus dem al-šâri'a al-kabir šà-sunyût des Abu Gâfar Ahmad ibn Muhammad al-Ṭa'bîni, p. 414, 8.; [مَّنْ يَعْلَمُ أَنَّهُ كَرَّ الْحَقَّ أَنْفَصُ يَحْرَّمُ. wagon [تَعَلَّمَ أَنَّهُ كَرَّ الْحَقَّ أَنْفَصُ يَحْرَّمُ. wagon in PERF n° 6174, 4 and [مَّنْ يَعْلَمُ أَنَّهُ كَرَّ الْحَقَّ أَنْفَصُ يَحْرَّمُ. wagon in P. Berol. 6635, PERF Inv. Ar. Pap. 272, 4. A similar clause containing the right of cession is found already in Demotic written obligations, as e.g. in the Turin papyrus n° 174, mentioned by E. Réville, Chrestomathie d'Egypte (Paris, 1889), p. 364: Qu'il apporte son écrit ; qu'on l'accomplisse à son égard.

7. For the passage شَيْدِهِ بِالدَّمَّرِ n° 38, 4. (p. 73).

8. The naming of the writer of the document, who was here identical with one of the witnesses, represents one of the very rare instances I have mentioned above (cf. n° 39, 4. p. 82). Conforming to 1. 17 the same man wrote the deed of sale n° 55.

9. The last 8afer 233 A.H. corresponds to the fifteenth October, 547 A.D.

10. The Rabî’ 1 232 A.H. began at the 26th October and ended with the 25th November, 846 A.D. For the paragraph sign ـ at the end of the line cf. CPR III, I, 1, p. 73 and the remarks on n° 56, 4. (p. 168), for the signification of the slanting dash put over it p. 82.

At the end of the line a sign looking like a cursive cross is visible which may be regarded as the handmark of the scribe. Cf. the remarks on n° 39, 4. p. 81.

13. For the form ـ cf. P. Cai. B.E. n° 1634, 273 (ةـ) and CPR III, I, 2, n° 175 (p. 170 ff.)

17. The witness signing here has added to the fully written Arabic date the year in Greek numerals also. The same practice is to be observed in P. Cai. B. E. n° 2236, PERF n° 762, 4, أَمَامُ سُلْطَانِاءِهِ أَمَامُ وَسْتَحِرْ. PERF n° 782, 4, أَمَامُ سُلْطَانِاءِهِ أَمَامُ وَسْتَحِرْ. For the substituting of the Greek numeral for the Arabic date cf. the remarks on n° 39, 4. p. 81. For the slanting stroke I. 9.

20. The pentagram at the end of the line is no doubt to be regarded as a magic sign the protecting influence of which is supposed to prevent any misuse of the name, emphasizing at the same time the end of the subscription and preventing thus any later addition to the text. Cf. n° 56, 4. Respecting the signification of this sign as also of the hexagram for the same purpose to be found in I. 43 see H. A. Winkler, Siegel und Charaktere in der muhammadischen Zauberei, Studien zur Geschichte und Kultur des islamischen Orients VII (Leipzig, 1930), p. 119-127.

23. The nishâb al-Murâdî occurs very frequently in the papyri (PERF n° 646 F 15; PERF Inv. Ar. Pap. 194, 4, 544, 4, 8606, 8, 9206, 4, PSR 31, 1; P. Berol. 8814, 4, 8815, 4, 1180, 4, 15000 psamni, 15000 eph). It is also mentioned on Arabic tomb-stones found in Egypt (cf. N. Rhomolakèzes in Islam II [1911], p. 329).

25. The patronymic of the witness can be read جَمِيلُ وَالْحَرِيرَ but the reading may equally well be either جَمِيلُ or جَرِيرُ جَرِيرُ (cf. Al-Dâwârî, Muktâbîh, p. 103 f.). For the calling جَمِيلُ “needle-maker” cf. As-Suvîrî, Labb al-Labîb, p. 6; as-Sanâ’î, Kitâb al-Anâbî, fol. 16, 16.

27. For the nishâb al-fârî cf. n° 38, 4. p. 89 ff.

28. The same man occurs in n° 56, 4. as a witness.

29. The same witness occurs in n° 56, 4. The month of Da‘l-Hijja of the year 245 A.H. began on 27th February, 860 A.D. and ended with 28th March of the same year. It is very remarkable that the witnesses in L. 30 and 33-34 did not place their signatures to the document until after the lapse of twelve years. The other witnesses did indeed sign at different times (l. 11 is of the month of Rabî’ I. 232 A.H., n° 8, 9, 15 of the end of 8afer 233 A.H., n° 17, 22, 24 of the following month Rabî’ I) but these discrepancies are not so considerable.

According to J. Schacht the sigâr of the husband appears to have been taken up again after twelve years; at least during this period the written obligation had not been presented for payment.
49

(Pl. VI)

Inv. n° 173. Rāḡab 297 A.H. (16th March to 12th April, 910 A.D.)

Whitish-yellow, fine papyrus. 23 × 24.5 cm. The text of the acknowledgment of the receipt is written in black ink across the horizontal fibres. Diacritical points are lacking. Verso blank; 5-6 cm below the upper margin a collesis is discernable. The papyrus has been folded parallel to the lines.

Place of discovery unknown.

In good condition. In the middle of the text a gap.

1. قِصَّ يَدَنَا فيمَامٍ لِّهلِجَ هُذَا الْجَرْمَ، وَءََّلَجَهُ فِي هُذَا الْمَسَأَلَةَ عِنْدَ رَبِّهِ، فَأَمَرَهُ عَبْدُ يَسَّرٍ، رَضِيَ اللَّهُ عَمَّهُ، بِذَلِكَ الرَّجُلَ، فَقَبَلَهُ عِنْدَهُ، وَصَبَأَهُ، وَأَرْسَلَهُ مُثْقَلَ، فَلَمْ يَنْفَعْهُ، وَلَمْ يَنْفَعْ هُذَا الْمُثْقَلَ مِنْهُ، فَكَبْرَيْنَ عَلَى عِنْدَهُ، وَلَمْ يَحْرُمْهُ، وَلَمْ يَحْرُمْ هُذَا الْمُثْقَلَ مِنْهُ، فَكَبْرَيْنَ عَلَى عِنْدَهُ، وَلَمْ يَحْرُمْ هُذَا الْمُثْقَلَ مِنْهُ.

1. Only scanty remains of an initial نُنَ and a final تَ are preserved.

2. Only a part of Dāl of اَلْلَهِ survives; α, the Nūn of خَلِيفَة, and the Alf of اَلْلَهِ have fallen out through the gap, but the top of the letter is visible. The tail of Mīm in اَلْلَهِ has gone, as also the lower part of the second رَجُلَ in the preceding اَلْلَهِ.

3. رَجُلَ: [مَهْلَكَانِ] شَايْلِهِ وَهُدَى فِيهِ هُذَا الْجَرْمَ رَبِّهِ، وَأَمَرَهُ عَبْدُ يَسَّرٍ، رَضِيَ اللَّهُ عَمَّهُ، بِذَلِكَ الرَّجُلَ، فَقَبَلَهُ عِنْدَهُ، وَصَبَأَهُ، وَأَرْسَلَهُ مُثْقَلَ، فَلَمْ يَنْفَعْهُ، وَلَمْ يَنْفَعْ هُذَا الْمُثْقَلَ مِنْهُ، فَكَبْرَيْنَ عَلَى عِنْدَهُ، وَلَمْ يَحْرُمْهُ، وَلَمْ يَحْرُمْ هُذَا الْمُثْقَلَ مِنْهُ، فَكَبْرَيْنَ عَلَى عِنْدَهُ، وَلَمْ يَحْرُمْ هُذَا الْمُثْقَلَ مِنْهُ.

4. The two words following دُمَيْرَةَ are much mutilated, but the existing remnants suit very well the supplement suggested. Some confirmation of the reading is given by the fact that in n° 39 and in other papyri the same passage is to be found with the same context.
3. The introductory formula is supplied here in conformity to P. Cair. B.E. 1424. The vocalisation of the ni`ba occurring dotted in P. Cair. B.E. Ta`rih no 1735/5 l. 9/10, may be , or, relating to the harbour of Makka, r. Ab-Dahar, Mu`tahib, p. 95; as-Suyuti, Lubb al-Labab, p. 61; as-Sam`ani, Kitab al-Ansab, fol. 124v.

5. The Ra`gab 297 A.H. began on 16th March and ended with 15th April, 910 A.D.

50

(Pl. VI)

Inv. no 168.


White, in several places rust-coloured vellum. 83 x 17.6 cm. The declaration of the witnesses affirming the receipt of the nuptial gift by the bride, is written in black ink on the inner (flesh) side. The elegant, educated hand, resembling that of old Maghribi-MSS, [observe the curved form of Alif with the thick top, the large initial-Ain, the triangular Daa points to the third century of the Hijra. Diacritical points are added frequently. Verso blank.

Place of discovery probably al-Usmunain.

In good condition but only the top of the document is preserved.

1. Bism Allah al-Rahman al-Rahim
2. Shad al-shawhad al-masoom al-masoom al-shawhad al-masoom
3. `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala `Ala`
C

Discussion of an Inheritance
51

(Pl. VIII)

Discussion of an inheritance.

Inv. no. 172. 9 Sa‘d b. Abi Waqas 136 A.H. (29th April to 28th May, 851 A.D.).

Yellow-brown, fine papyrus, 43.7 x 29 cm. The text is written in black ink across the horizontal fibres on recto, ll. 1-18 by hand A, ll. 18-31 by different hands of the witnesses (ll. 18-20 hand B, 19-20 C, 21 D, 22/23 E, 23-24 F, 25/26 G, 27/28 H, 28/29 J, 29-31 K). At a distance of 19.5 cm from the upper margin a joining line (collosis) of two scribes is visible. Verso blank. The papyrus has been folded at the middle and from bottom to the top in twenty folds, parallel to the lines, the width of the successive folds being 1+9+1+8+1+8+1+4+1+6+1+7+1+8+1+9+2+1+2+2+2+3+1+2+1+4+2+4+4+9+5+2+5+2+6+2+5+2+8+2+6+2+4+ cm.

Place of discovery unknown.

The left half of the papyrus is lost, the rest is in good condition.

The fragmentary condition of the papyrus only allows of a rough guess at the contents. The parties concerned in the document are the sons and the daughter of 'Ubaida b. 'Abdallah on the one side and the daughters of 'Abd[allah b. So and So] on the other. If 'Abdallah just mentioned is identical with the father of 'Ubaida the following genealogy would result:

`Abdallah

<table>
<thead>
<tr>
<th>`Ubaida</th>
<th>daughters</th>
</tr>
</thead>
<tbody>
<tr>
<td>one daughter</td>
<td>several sons</td>
</tr>
</tbody>
</table>

If the reading in l. 11 is right an inheritance left to the daughters of 'Abd[allah] seems to be the subject of the judgment of the quddi 'Amr b. Abi Bakr, mentioned in l. 12. The inheritance was no doubt intended for the daughters of 'Abdallah (ll. 8, 11), and the sons of 'Ubaida b. 'Abdallah (ll. 9-10, 13), their nephews, appear to have raised objections to the handing over of this inheritance.
2. The remainders of letters at the beginning of the line seem to belong to a name ending in Alif, but there are several possibilities, cf. AR-SAS-ALLAH, p. 5, 50, 70, 161f., 216f., 226–230, 239, 319 note 6, 370, 407, 433, 445, 447, 475, 508, 512, 518, 548, 559. The first reading of the following lines that suggests itself is obviously مَكَّةُ أَمَامُ. As this name signifies membership of a division of the Ḥāṣiyat (cf. AR-SAMAR, Kūlāb al-Assāb, col. 541) and occurs very seldom, it is hardly probable that it is used in this significance here. It is, therefore, possible, that the مَكَّةُ like commencement of Ya is to be ascribed to a slip of the scribes in which case we may read خَلِفَةٍ or خَلِيفَةٍ “hier out of beasts” although it must not be forgotten that this calling is written in the papyri with a long ā (PERF s.v. 765, 862, 904c, PER Inv. Ar. As. Papyrologiae). If the following letter is taken as ūn, the formula ـه ـه ـه ـه ـه may be supposed here. — The Alif at the beginning of the line belongs to the patronymic of the man designated as a greengrocer (cf. the remarks on l. 2).
7. the Quraishite, is witness to the same.
8. and they both have no acquaintance with the daughters of 'Abdallah.

b. [.................................]
9. and the sons of 'Ubayda b. 'Abdallah did not pay it...........
10. these, they have no property........[...
11. if he has left it to them from(?)
12. for them the decision of the Qadi 'Amr b. Abi Bakr.............
13. about what has been done and accomplished...
14. 'Abdallah b. [ ...
15. of what is contained in this act[...
16. the sons of 'Ubayda b. 'Abdallah[...
17. this in Sa'bun of the year one hundred and ninety-five].
19. has written his testimony by order of the Qadi,
20. 'Amr b. Abi Bakr. And '....[son of So and So].
21. and he has written it by order of the Qadi 'Amr b. Abi Bakr[...
22. And Yasa'ib Yarbu', the...[and he has written his testimony]
23. by order of the Qadi 'Amr b. Abi Bakr. And So and So],
24. the Quraishite, and he has written [his] testimony by order of the Qadi 'Amr b. Abu Bakr]...
25. in Sa'bun of the year one hundred and ninety-five. And So and So
26. b. Muslim, the Sulamite, and he has written his testimony by order of the Qadi 'Amr b. Abu Bakr in Sa'bun of the year.
27. one hundred and ninety-five. And [So and So, son of So and So, the...and he has written]...
28. by order of the Qadi 'Amr b. Abu Bakr. And So and So, son of So and So, and he has written]
29. his testimony by order of the Qadi 'Amr b. Abu Bakr. And So and So, son of[...

30. Abi Giyaq, the Azdite, and [he has written his testimony by order of the Qadi 'Amr b.]

31. Abi Bakr. (Handmark).

1. For the niyaza which is more probable here than the lammat, see AD-DHARI, Mustabah, p. 342; AS-SUYUTI, Labb al-Lubab, p. 279; AS-SAMANI, Kitab al-Ansab, fol. 501.

2. For the calling of the qii'ah cf. the remarks on no. 40b, p. 83.

3. The Sa'bun of the year 195 A.H. began on 29th of April, 811 A.D. and ended with the 28th of May of the same year.

7. For the niyaza cf. no. 38a, p. 69 ff.

21. The first name is to be read preferably as, only this name occurs customarily with the article (cf. the nisba 34. 36. lammat in Yaqut, Muqaddimah, ed. P. Wüstenfeld, I, p. 581). If however we reckon with a careless writing of the group or of the names, lama, lama, labb, labb, labb, labb, harr, or do come under consideration (cf. AD-DHARI, Mustabah, p. 44, 48, 201). For the nisba, ibid, p. 494.


30. Besides Abu Bakr and 'Ubayd, 'Ubayd, 'Umayr, 'Umar, 'Umar, and 'Ali is also possible (AD-DHARI, Mustabah, p. 344, 345). For the niyaza occurring several times in the papyri (cf. here above p. 110, PEPK 735, 736, 1100, 1103) cf. AD-DHARI, Mustabah, p. 9; as SUYUTI, Labb al-Lubab, p. 11. We often meet with members of the tribe az'ir on grave-stones in the Arabic Museum in Cairo according to N. RHODEANAKES in Islam II (1911), p. 325 ff.

31. For the sign with which the scribe closes his testimony see the remarks on no. 48, 116.
D

Agreement respecting a wall held in common by two parties.
Agreement respecting a wall held in common by two parties.

Inv. no. 148. Mā'īn, 274 A.H. (17th April to 16th May, 888 A.D.).

Brown, badly prepared, coarse, on few places darker coloured papyrus, 28 x 18 cm. The upper quarter of the sheet on recto is taken up by the end of a written obligation (داش خصی) of which, written in black ink, run across to the horizontal fibres. The rest is blank. On verso 21 lines of a document concerning a wall held in common, written in black ink parallel to the vertical fibres, the text of the document II.1–13 by hand A, the rest by the hands of various witnesses, II.13–15 hand B, II.16–18 hand C, II.19–21 hand D, II.21–22 hand E.

Place of discovery unknown, but possibly al-Uṣmūnain.

The text on recto is damaged by the splintering of the upper layer of the papyrus. The text on verso is mutilated in the same way. The papyrus, consisting of several fragments, was inexacty restored in the lower part and pieces had been cut off, so that being now compelled to restore the papyrus in the correct manner I have found that the fragments not fit together exactly. It cannot be determined how many of the lower lines are lost.

The facts upon which the document is based, are as follows:

The two neighbours, al-Ḥusain b. Šāliḥ and Qāme, daughter of Andreas, participate equally in the ownership of the wall, which forms the north wall of the house of al-Ḥusain and the south wall of a building belonging to Qāme. They have entered into an agreement, whereby neither party can prevent the other from resting beams or palm-branches upon this wall. But in case of damage to the wall, Ḥusain b. Šāliḥ is responsible for reconstruction or repairs.

As according to the legal view of the Šāfiʿite and Mālikite school the two parties holding a wall in common are dependant upon mutual consent for any utilisation of the same, the present agreement is intended to avert any conflict that might arise in this respect, and secures, according to the
tradition maintained by Muslim, Salih (Cairo, 1331), V. p. 57 that neither of the parties can prevent the other from placing beams or palm-branches upon such a wall. From the circumstances that repairs and rebuilding of the wall are at the expense of al-Husain b. Salih, we may suppose him to be the original proprietor, for such responsibilities usually fall upon the owner, even if he is not the one using or the proprietor of the ground on which the wall stands. In this matter cf. O. Spies, 'Islamisches Nachbarrecht nach scharischem Recht', Zeitschr. f. vergleich. Rechtsverwissenschaft XLII (1927), pp. 405-416, especially p. 406, 409 ff., 415; D. Santillana, 'Istituzioni di diritto musulmano Malichidi', I, pp. 308, 310.

1. اسم الله الرحمن الرحيم
2. [الله] الشرح المليء ومن في هذا الكتاب
3. على اقرار الحسين بن صلح الزجاج وقامة
4. إنه يذكر الراشدين سنتما أثمن
5. أن الحلف الذي يجري في منزل [الحسين بن صالح]
6. على ميزان قائم في [العهد] إدريس
7. فهذا يبين بصيصين ليس لأحد
8. متيما أن يتم صاحب من وضع جلبة
10. [الن]... نお勧め كل حالف وتم اصاب

3. Of، only the head is preserved — 5 Only the upper parts of the letters are preserved in the second half of the line. Of، يقرب.. the בק, הָּוִּא, and the beginning of בק survive, of، only the tops of מִי, נַעַם, וֶלֶד, and הָלָם, of the name only. The rest is destroyed through the upper layer of the vertical fibres of the papyrus having detached itself whereby the following line is for the most part obliterated. — 6. Only יא is to be seen, but perhaps Alif has fallen off with the destruction of this part. — 7. Only ח is faintly visible. The medial- מים of הָּוַי looks like medial.., cf. line 12. — 10. At the beginning of the line there are still traces of the article, which has obviously been there. What followed can not be ascertained, a word signifying "utilization" is to be expected. As מִי is preserved at the end of the following word, one is reminded of the infinitive of the sixth form of מִי in the significations by E. given W. Lane, As Arabic-English Lexicon, I, p. 719.

11. هذا الحلف على ماز وضمنه من ماله
12. الحسين بن صالح وضمنه من ماله
13. وحذف شهاد على ذلك نسيم بن دارود
14. المذون على اقرارهما جميعا
15. ما في هذا الكتاب وكنيت في ذا المحجة سنة أربع
16. ومعينين ومائيين [شهاد فلان بن دارود على اقرارهما]
17. جميعاً جميع ما في هذا الكتاب [كنيت شهادته]
18. في ذا المحجة [سنة شهر] أربع ومعينين ومائيين
19. شهاد عثمان بن..[.]. [على اقرارها جميع ما في]
20. [هذا الكتاب وكنيت] شهادته في ذا المحجة سنة أربع ومعينين
21. [ومائيين شهد.. [ر] بن جوهر على اقرارهما جميعا
22. [ما في هذا الكتاب وكنيت شهادته في ذا المحجة]
23. [أربع ومعينين ومائيين]

12. The group of signs looking like مه is to be read مه or مه the initial-Mim probably having been eaten away. — 13. The first word may be read مه but I can suggest nothing here; the final letter can hardly be read as a л, would suit well here. — 16. Only some remnants are preserved . — 18. The two faint letters following the name of the month appear to مه. Of Sin in. only two upper strokes are visible, of only remnants, which nevertheless show the outlines of this numeral, the rest is distinct. — 19. Of the second name only the end remains, but the remnants of these letters do not admit of reconstruction. — 30. The line has suffered much through the upper layer of the papyrus having detached itself, the reconstruction given is the best I can suggest. The head of بک in مه, as also Dal, perhaps also يأ and Sin are pretty certain. — 31. Of the ين of the witness, only مه is preserved. The much damaged patronymics, of which مه, and as final letter, مه are plainly visible, is no doubt to be read مه. Of يأ and of only the upper part of Ain, لام, and remnants of يأ survive. The following remnants of letters, according to the analogy of similar passages, are to be supplied by مه. — اقرارها جميعا.
1. In the name of God, the Compassionate, the Merciful.
2. The witnesses [name], in this document, testify to
3. the acknowledgment by al-Husain b. Sāliḥ, glassmaker, and
4. daughter of Idris, both residing in the town of Aṣmān,
5. that the wall forming the north side of the dwelling house of
   al-Husain b. Sāliḥ,
6. and the south side of the dwelling house of Qām'e, [daughter]
   of Idris,
7. is in equal parts their common property. It is not in the power
8. of the one party to prevent the other from laying any beam
9. [or] palm-branch upon the wall, and to each is accorded
10. the [equal] share in every right therein, and should
11. this wall be damaged or be in need of repairs, it is the obligation
12. of al-Husain b. Sāliḥ to carry out the rebuilding or repairing
   of the said wall at his own expense
13. and ........ Witness to it is Sulaimān b. Daʾīd,
14. the muezzin, i.e. to the acknowledgment by both parties together
   respecting all
15. that (is contained) in this document, and he has written (it) in
   Du l-Hīḡga of the year two hundred
16. and seventy four. [So and So, son of So and So, is witness to
   the acknowledgment by both (parties)]
17. together respecting all that (is contained) in this document, and
   he has written his testimony
18. in Du l-Hīḡga [of the] ye[ar] two hundred and seventy four.
19. 'Uṯmān b...........[ is witness to the acknowledgment by
   both (parties) togeth[er respecting all that (is contained) in]
20. [this document, and he has written] his testimony in Du l-Hīḡga
   of the ye[ar] seventy four]
21. [and two hundred...........] b. Ḥauhar [is witness to the acknowl-
   edgment by bo[h (parties) together respecting all]
22. [that (is contained) in this document, and he has written his
   testimony in Du l-Hīḡga of the year]
23. [two hundred and seventy four ............]

3. The dotting of ʻālāʾ is rendered certain by PERF no. 657, where
   ʻālāʾ represents the same name, the first letter being written, accord-
   ing to older usage, in the form of ʻālā in P. FREISER, Namenbuch, col. 163, and
   KRAM KRU, no. 165m (p. 326), but which is not given as feminine.

Glassworkers are mentioned occasionally in the papyri as e.g. PER
Inv. Ar. Pap. 4135, MPER I (1887), p. 107, annotation 1, II/III (1887),
p. 164

14. Muezzins are often mentioned in documents as witnesses; cf.
   no. 54, 67, P. CAIR. B. E. Inv. no. 154, 180, Taʿrīḥ no. 1804; PER
   Inv. Ar. Pap. 941

16. The date corresponds to the period between 17th April and
   16th May, 888 A.D.
E

Contracts of Sale

a

Sale of landed property
53

(PL. IX)

Taʾrīḥ n° 1741d. II/III Century of the Hiżra (IX Century A.D.).

Light-brown, strong papyrus. 17.5 x 6 cm. On recto 4 lines appertaining to the hiring of a habitation, written in black ink longwise, across the horizontal fibres, on verso a deed of sale of landed property is written in 22 lines across the vertical fibres in brown ink. Diacritical points are given only occasionally. The script points to the end of the second or the first half of the third century A.H.

Place of discovery unknown.

Only middle of document in good preservation.

General number 23298.

1 ورثة أحمد بن سلم
2 أبى الرحلة
3 بنات الحسن بن [نحى] [وال] [شرقة] [هذى] خليل
4 أبي الرحلة وجميع حقهما من ذلك الثانين
5 كاملاً وكذا أيضاً الثانين من جميع
6 الخليل والعراسان التي تحتبه في الحلب
7 القبل مما يلي الغرب من هذا الكفر
8 أحمد حمد دليل الأول القلمي على [ال] [نزن] [ة]
9 الجعفية والبحرى يلي خليل فلان بن فلان
10 والشرق يلي منزل عبد الطهير والغربي
11 يلي خليل عبد حمين وخل سري بن نافع

Ms. مسن. — 5 Ms. كمان (fully dotted). — 6 Ms. ع، ـ. — 8. The last three letters variable may be supplied [ـ]. — 9 Ms. The first word of this line is not quite certain, but looks like أخذته أخذته. Only the upright stroke of the لام of يلي is preserved. —
10. and the eastern borders on the habitation of 'Abd as-Za'far, and the western
11. borders on the date-palm trees of Wudd b. Maimūn and the date-palm trees of Sarf b. Naḥī.
12. and they own the two thirds of the seed-field, which
13. is a low-land known as al-Bir ............ belonging to this hamlet,
14. whose southern boundary borders on the land of al-Iga' b. Ibrahim, 
15. which contains the third part, the northern boundary borders on the boundary
16. separating the land of Safa' from
17. this row(!), the east boundary is (formed) by the land
18. ........ of Abū Nağm and the heirs of Abīmad b. Salm, 
19. and the western boundary is (formed) by the land of Abū 'r-Raḥba, 
20. and they both own the open areas and the bakery,
21. according to their partnership, and it borders on
22. the fifth of the inheritance of Muḥammad b. Abī 's-Sarī

The fragmentary character of the document does not permit any accurate idea to be formed of the somewhat complicated interrelations of ownership indicated by the statement as to the boundaries.

1. The patronymic may be read either or or ; cf. Aḥ-Dahām, Mūtābik, p. 270.


3. The orientation towards the east closes the description of the boundaries also in P. Berol. 9159 but it must be noticed that this arrangement is quite unusual in the Arabic papyri, although it corresponds to the old Egyptian orientation beginning with the South and concluding with the East (cf. G. Stroukoff, Die ägyptischen Gauss und ihre politische Entwicklung, Sächs. Ges. d. Wissenschaft, Abb. XXVII, Leipzig, 1906, p. 875, and P. Berol. 3105 in E. Révillout, Nouvelles Chrétianathie d'Égypte, Paris, 1878, p. 87). The succession of the points of the compass generally observed
in the Arabic papyri is South, North, East, West as also frequently in Demotic, Greek and Coptic papyri (e.g. P. Louvre 2410, 2418, Pap. Grey A in E. Révillelout, *Cheromathie démétique*, Paris, 1889, p. xxxiii, 94, 97 ff; P. Oxy. Ill no. 505 [p. 232], X no. 1276 [p. 215–17]; P. Berol. 6980 = BGU no. 71; A. Ermash-F. Krins, *Aus den Papyri der kgl. Museen*, Berlin, 1899, p. 195; P. Berol. 3138 ed. L. Stern, *Zwei koptische Urkunden aus Theben*, AZ xxii [1884], p. 150). Another exception to this rule is formed by P. Berol. 9160, where the arrangement South–East–North–West is used. The agreement is this point with the earlier appearance of Arabic documents originating in Egypt can hardly be regarded as accidental, for we see that Spanish-Arabic documents employ the succession East, West, South, North in the majority of instances (Cf. F. Pons Bogues, *op. cit.*, no. 4, 5, 9, 11, 15, 19, 26–28, 31, 33, 39; Angel González Palencia, *Los Mozárabes de Toledo en los siglos XII y XIII*, vol. I-III, Madrid, 1926–1928) while the arrangement South, North, East, West is followed in those documents but very seldom (Cf. F. Pons Bogues, *op. cit.*, no. 1, p. 10ff.; A. González Palencia, *op. cit.*, no 1, 2 and passim).

54

(Pl. X)

Ta'rīḥ no. 1796. Ṭa’līṣ 448 A.H. (14th September till 14th October, 1066 A.D.).

White parchment, yellow-coloured on the back. 44×48.6 cm. The contract is written in black ink on the inner (flesh-) side only, in fourteen lines by five hands. The main part of the document (II.2–12) by the neat hand of a practised penman (A), diacritical points are used occasionally. Siḥ being provided with an undulating line (cf. no. 62 and CPR III, I, I p. 73), which occurs also once (I.7) in Siḥ. The signatures of the witnesses (II.1–2, 12–14) are written by four different hands (B–E). The document has been folded parallel to the lines from bottom to top, the width of the successive folds being 4·6+4·7+4·8+5·6+5·1+5·4+5·6+5·6+4·8 cm., the roll was then folded twice in the middle.

Place of discovery probably al-Fayyūm.

Only the middle of the document is damaged.

General number 34598.
ولا إني وللخير ولا ودومة ولا رحمة ولا مقصعة بين ولا شرط يفسد شرا إلا على شرط يقع الإسلام
وإن أعظم من عشتهما من أقصى شروطهم وجزاهما ولم يواصران مالهم من أجل أن شاء
وان شاء وما شاء قبض في الرحمن من العين ربع دينار الصرف من ذلك ثم دينار نقود عربي
كيلان من ملوك الأفلاج جميع هذا النكير المذكور على ماءه وفاته وأربعة من جمع ذلك ومن وزنه وقعدته ومن الزين
عليه أو على شيء منه راية قبيط وعينين عامين واحدا منهما بإثارهما فضلا على حي من حي
ومن أدرك الملكة إلى السري بن هلي بن زوفان في شارع أو في شيا من درك عاقته أو خصومة من سائر
10. الناس كاذبات، قرب أم بعيد شاهد أم غلبه طارد يدين أو مستحسن بيرات فدرا فذاتك وفتك وكلاه على
تعدرس بن كيل بن هلي بن السري الأعمال كان ما كان وبلغنا ما بلغنا أن قررونا جميع ما فيه
11. حرفان حكما من أهله إلى آخره وعرفًا وأقرأ بهما ومعرفة وذلك في صحة موطنها وأبدانها وجوانب أسورها طبعان
طالابن غير مكرهان ولا محبون ولا مضطهدان في رحب من سنة وربين وأربعية

12. والمجرة الفوقانية جاجها في شرا الملكة إلى باني السري بن هل بنوه هذا إلى دار قتاجوش وبذلك رفعت المحبة في التاريخ
شهد شاه بن سفيان بن عرب قوم
13. بجلج محاوي ووصفي هذا الكتاب وكتباه
14. وعلى المجرة وثبت المحبة

12. The Ms. shows a double repetition of مار and أمي, which the writer has in one stroke combined. — 13. The words 45 and 46 are dotted thus in the Ms. The first half of the name of the witness in the middle of the document is destroyed. The piece of the first letter that remains intact may have been قف, فت, or أم. Perhaps قف would be a suitable reading. — 14. The only words provided with diacritical points are 45 and 46.
2. In the name of God, the Compassionate, the Merciful.

3. This is what the surnamed Abū Sari b. Helia b. Raffafl, the Christian, has bought from Theodoros b. Chael b. Halistos, the journeyman, who both are numbered at this time among the people of the domain known as Bulusqā Terc (?), belonging to the villages of the district of al-Faryūm in Upper Egypt: he has bought from him in one striking

4. (of hands) and one contract, all the southern open area that he had mentioned as owned by him and being his property in the aforesaid domain, enclosed and surrounded by four boundaries: the first boundary, viz. the southern, ends at the main thoroughfare with which the door of this open area communicates so as to afford entrance to

5. and exit from it; the second, the northern boundary, extends to the open areas belonging to Abnile b. Ishāq; the third, the eastern boundary, to the cave[en of ..................]; son of the surnamed Abū Sari b. Helia and this Theodoros b. Chael, the fourth, the western boundary extends to the dwelling house of Yoḥannes b. Barēsane.

6. The surnamed Abū Sari b. [Helia] b. Raffafl, has, therefore, bought the whole of this open area to its limit and its boundaries and (including) what is below and above the surface, its land and its sky, and its open areas and its fore-courts, and all that is known as appertaining and relating to it, in form of a right, valid purchase, in which is no condition and no promise

7. and nothing that can bring about a loss and no option (of return) and no deposit and no pledge and no mutual balancing of debts and no stipulation that renders a purchase ineffective [according to Islamic law of sale]. And he has carried out their (the Muslims) prescriptions to their utmost conditions and he has occupied it and has taken possession of it, and it has become his own property and possession, (so that) if he will, he may sell it,

8. and if he will, he may give it away, and if he will, he may give it as an alms, (and that) for a price, which in gold-coins amounts to a quarter of a dinār, the half thereof being an eighth of a dinār. Theodoros b. Chael b. Halistos, the journeyman, has received the whole of the said price fully and entirely and he has released him from all of it and from its weight and ready money and from the oath

9. with regard to it or any portion thereof, by a receipt (acknowledging that he has) received and taken (it) over fully; and they have both jointly acknowledged the bargain to be good by their (mutual) consent. And quittance has been given by one man in the quick to another in the quick, and should any evil consequence (vindicatio) with regard to his purchase or any portion thereof befall the surnamed Abū’s Sari b. Helia b. Raffafl, on the basis of any contention or litigation on the part of other

10. persons, be they near or far, present or absent, one who suddenly appears with a debt or one who makes a claim on the basis of an inheritance, then its recuperation, redemption and indemnification are incumbent upon Theodoros b. Chael b. Halistos, the journeyman, whatever it might be or amount to. The whole content of this has been read to both of them jointly

11. word by word from beginning to end; and they are cognizant of it and have acknowledged that they have understood it and comprehend it, and this in soundness of mind and body and capacity for transacting their business, voluntarily, demanding (it), without compulsion and not against their will and not under constraint, in Rāqāb of the year four hundred and forty eight;

12. and the passage in the upper tract (of the property concerned) in the purchase of the surnamed Abū’s Sari b. Helia, leading to the house of Qanāf[65], is free to him and (the following witnesses) have testified to it on the same date: Valid. Bū Sahil b. Ḥalaf b. Ibrahīm, the muezzin, is witness to the acknowledgment (13) on the part of both the acknowledgers in respect to that herein which concerns them, and he has written (it) with his (own) hand on this date—Praise be to God as He is worthy thereof—(14) and with regard to the (said) passage the testimony has been verified.

13. Nahār b. Sulaimān b. Idrīs is witness (14) to all that is named and described in this act and he has written (it) with his (own) hand. Valid.

13. [.........]s b. Mūhammad b. Ga’far [is witness] to the acknowledgment by the acknowledgers (14) [to all that] (is contained) herein and he has written (it) in his (own) handwriting on this date. And praise be to God, as He is worthy thereof. Valid.
1. The seller has acknowledged before me that he has taken over from the buyer the price paid beforehand.

2. and Sulaimān b. Idris has written (it) on this date. Praise be to God as is due.

1. A similar formula occurs in no. 60. For the significance of قُلْ نُحِيَّ اللَّهُ (see Th. W. Juynboll, Handbuch, p. 295 and Encyclopedia of Islam, IV, p. 89).

2. The same Sulaimān b. Idris is mentioned in no. 60, 61, 62, 63, 64. The custom of adding religious formulae to the witnesses' signatures is very old and frequently observed. According to G. de Bane, Précédémenes d'Ibn Khaldoun, I, p. XXX, the secretaries of state used to insert the words في النهاية والذكر among the Baṣmala and the text as a short sign, and this practice of the Chancellary gradually extended to private documents. The nearest analogy to the present instance is the formula مرحبا وسلام (p. 806) found in P. Berol. 8009, beside the Baṣmala and below the signature of the witness.

3. The buyer, Abu 's-Sari b. Helia b. Rafafil, occurs several times in the documents, e.g. no. 62, 106, 63, 64, 65, 67, 611, 71; the genealogy of his family is elucidated in the remarks on no. 61 (p. 196). The Arabic is the well known شماس, شماس, نام (CPR II, p. 201 s.v.) written هل (in the trilinguis Z explosives (E. Combe, J. Sauvaget et G. Weiβ, Répertoire chronologique d'épigraphie Arabe, I, Le Caire, 1931, p. 3; CPR III, I, I, p. 67 note 10). نورم seems to correspond to an angel's name and to be derived from Hebrew בהרמ (Papar) by reduplication, although no such name occurs in M. Schwab, Vocabulaire de l'angéologie, Mém. Acad. Inscr. et Belles lettres 1er série, tome X, 2e partie, Paris 1897.

The express designation as Christian is of relatively rare occurrence in the papyri; for instances I can only quote no. 63, 65, 68, 69, 69. نورم is the exact transcription of the Greek form of the name Νορμ, Coptic ιονασοπος which is to be found occasionally in the Arabic papyri, e.g. in PER Inv. Ar. Pap. 13812, Νορμ ιονασοπος (Theodoros Homias, the deacon). The more usual form is كيرو (Coptic ιονασοπος, CPR II, p. 201 s.v.), which corresponds to the Coptic نام (CPR II, p. 206 s.v.), نام, نام (F. Preiswerk, Namenbuch, col. 470), perhaps to "λης" (F. Preiswerk, Namenbuch, col. 470), perhaps to "λης" "λης" (Cf. Preiswerk, Namenbuch, col. 470), perhaps to "λης" "λης". 49) I replace it as commonly in the Fayyum-dialect (cf. W. Till, Koptische Dialektgrammatik, München, 1926, p. 7; G. Hepper, Die Personenamen der Kopten, I, p. 85, 99, 110, 114) and adding a zi at the beginning as in نام, نام for نام and in other names. Bulqas is a little village in the south of the Fayyum, lying between تج ون and تج, to the south of the Bahy Tana'bawāwā. It corresponds to Coptic نام, نام, نام (Cf. W. E. Chem, Coptic Manuscripts brought from the Fayyöm, no. 34, [p. 54], 45, col. a. l. 25 [p. 67]; C. Wissel, Topographie des Fayyum (Arsinoites nomos) in griechischer Zeit, Akad. Wien Deutschl. L. 1904, p. 121). According to an-Nâbusâhi, Tafrīh al-Fayyūm wa-bilâdîhī, Cairo, 1888, p. 14, ff., this hamlet had grown up on the site of a fine big town. The domains round about produced wheat, barley, beans and cotton; e.g. G. Sañon, Répertoire géographique de la province du Fayyum d'après le Kitâb Tafrīh al-Fayyûm d'al-Nâbusâhi, BIFAO I (1901), p. 70 ff. The name is by Ibn al-Gûfûn, Kitâb att-Tujbâ wa-s-Sawâ, Cairo, 1888, p. 153, and 'Ayg al-Latîf, Rââhot al-Itâq, traduit par S. de Sacy, (Paris, 1810), p. 66, no. 36, incorrectly spelled نام. In the papyri this place, which is mentioned frequently, is referred to alternately as a domain (نام), a village (نام), a hamlet (نام), and a town (نام), e.g. cf. no. 61, 63, 64, 72, P. Cairo, B. E. Tafrīh no. 1799, 1800, 1801, 1802, 1803, etc. To the group نام in apposition to the place-name here and in no. 62, I can only give a suggestion. As H. Münzer kindly informs me, in E. Amlâne, La Geography l'Egypte à l'époque copte (Paris, 1863), p. 506 occurs a نام as an equivalent to Coptic نام in the group نام نام = نام نام = نام نام. Amlâneau did not identify this locality, which, as is well known, lies in the Delta. But it is possible that this toponym might be used also in other regions, as for instance in the Fayyum.

4. As I learn from J. Schachter the cautious wording "all ... that he had mentioned as owned by him etc.” avoids the acknowledgment by the purchaser, that the seller actually possesses the area. Thus in case of eviction he has the possibility of getting redress from the seller (cf. II. 9-14).

5. Abûnîl b. Idrâs occurs also in no. 62 (here fully pointed نام, n. 61, and no. 67, (here followed by the marker "the man from Bulqas"). No. 61, and no. 67, (here followed by the marker "the man from Bulqas").)
E. Contracts of sale. A. Landen property no 54.

It is worthy of note that Demotic and Greek documents found in Egypt show this custom already in full vogue. I give a few examples here.

W. Spiegelberg, Die demotischen Papyri Loeb (Munchen, 1931), no 32 (col. 66 ff.): "1000 Silbergroschen, ihre Halfte ist 500 Silbergroschen"; no 74a (col. 7 ff.): "Da hast mir 5 Araben Weizen gegeben, ihre Halfte ist 2 Araben Weizen, macht 5 Araben Weizen. Ich gebe dir 6 Araben Weizen fiir sie, ihre Halfte ist 3 Araben Weizen, macht 6 Araben Weizen wiederholt". Aegyptia 11 (1931), p. 389: "1 1/2 Araben (die Halfte) beträgt 1 + 1/2 = 3 (1/2 Araben)."

But this formula occurs also in Coptic documents, e.g. in a Coptic marriage contract (dated 536 A.D.) published by H. Thomson, P.S.B.A. xxxiv (1912), p. 174: η αμοιβας τον ωφελον της αμοιβας της αμοιβας της αμοιβας της αμοιβας της αμοιβας της αμοιβας της αμοιβας της αμοιβας της αμοιβας "and the remainder over, the eighty solidi—their half being forty solidi—at the end of five years."

There is, tfereore, no doubt, that in this practice we see a borrowing or a continuation of a usage common to Egyptian clerks. In this connection it is perhaps not irrelevant to refer to the scepticism expressed by C. A. Nalnko (Gli Studi di E. Carusi sui diritti orientali, p. 165 ff.) with regard to E. Carusi's assertions in Su tre papyri giuridici arabi, pp. 16, 21, where the latter maintains that the scheme of the Arabic document shows to a large extent a continuation of the precedent evolution, though with reversions to ancient local law.

The spelling σα (ṣa), cf. nol 67, is to be explained by the usage in the vernacular and Christian texts of the accusative-termination.
as a kind of indefinite article remaining the same for all cases (cf. M. Brit- 
nur, "Der von Blumental gefallene Brief Christi in seinen morgenländischen 
Versionen und Recensionen," Akad. Wiener Denkschr., 11 [1905], p. 190; W. 
Spitta-Bry, "Grammatik des arabischen Vulgärdialekts von Ägypten 
[Leipzig, 1886], p. 147). The fact that the contracting parties, as also 
the writers, were Christians, accounts for this orthographical peculiarity, 
as also for other vernacular forms occurring. The word شيء shows already 
in NPAF nº 13:1 (91 A.H.) an abnormal treatment, إلى being used indef-
ferently for the genitive and accusative, and similarly in P. Berol. 15013, 
(II/III century of the Hijra) بـِنـِـمـِــٍـٍـٍـٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍ.. 
is used for شيء or شيء. Cf. for this old orthography also Nöldker-Schwalb-Bergerliser, Geschichte des 
Qur'ans, III (Leipzig, 1926), p. 49.

11. The Rajab 448 A.H. began with the 14th September and ended 
the 14th October of the year 1066 A.D.

12. The house of Qanqaš is also mentioned in nº 61a, 62a, where he is 
designated by his full name تَجَرْجَرْنِين شُنَوْهِ (in nº 62a fully dotted). But it 
should be mentioned that the lacuna in the present document does not 
provide room for the patronymic. The name Qanqaš, corresponding 
perpetually to نُوْح (F. Frend MK, Namenbuch, col. 181), is probably also to 
be read in W. E. Crum, CMRL, nº 116 (p. 64) where دَاـٍـٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍٍ.. occurs. We may 
assume that his house was joined to the right side of the grounds 
belonging to the family of Abaile and thus in the north-east corner border-
ing on the grounds of Theodor b. Chaal.

Bâ Sâlih b. Ḥalaš b. Ibrahim, the Muezzin, has also signed in nº 67a. 
The shortened form بَن instead of ابن occurs frequently in the Arabie 

The name of the first witness may be read بن or بن, the 
former being more frequently used; cf. Al-Dahabi, Mustashb, p. 537. 
The same man has also witnessed in nº 67a. The note ٓعَالَم following 
the signature of the witness is no doubt a mark of legalisation and often
b

Sale of house Property
55
(Pl. XI)

Yellow-brown, strong papyrus. 13.9 x 12.7 cm. On recto fragments of two lines of a document written in black ink across the horizontal fibres, on verso six lines of a contract of sale written by a second hand in black ink parallel to the vertical fibres. The script of this text points to the beginning of the third century A.H. Diacritical points are added only in one word.

Place of discovery probably al-Uṣmúnain.

In good condition as far as preserved.

**Recto:**

1. [بِسْمِ اللَّهِ الرَّحْمَٰنِ الرَّحِيمِ]  
2. [مَن سَكَانَ بِمَّثْلِهَا]  

**Verso:**

1. [بِسْمِ اللَّهِ الرَّحْمَٰنِ الرَّحِيمِ]  
2. [هُلَّذِي مَا اشْتَرَى مَوْمِي بِعَفَانٍ]  
3. [وَلَيِّلَةٌ مَّثْلَيْنِ أَشْتَرَى مِن عَفَانٍ]  
4. [إِلَيَّ الْقَبَّةِ السَّاَكِنِ بِعَمَّا]  
5. [فَلَانَ بِسْمِهِ مَنْ تِلْقَى مَنْزِلَةً]  
6. [حَتَّى أَشْتَرَى مِن أَرْبَعٍ وَعَشَرِينَ سَمَّا]  

**Recto:**

1. [In the name of God, the Compassionate, the Merciful].
2. [belonging to the inhabitants of Ban[uṣāḥa]...........]  

**Recto:** 4. [النُّف] is the only word dotted in the papyrus. 5. Ms. هي the scribe has inadvertently added a superfluous apex.
M.I. 32, N.I. 33, O I. 34, P I. 35–36, Q II. 37–40. In the right upper corner on verso the consignation of the document is given in black ink. The document has probably been rolled and tied in the same way as no. 48, but no indications of this are present.

Place of discovery Edfú.
In good condition and complete.
General number 37650.


3. اَرْدَخُر.* E. W. Lane, An Arabic–English Lexicon, I, p. 974 “a man with a nose small in the tip”) but is not quoted in the dictionaries. For the place-name يمشها cf. recto l. 2.

4. The script has cancelled the first three words by a line drawn through them. Only the Ta' of 1865 is pointed in the Ms.