لا يوجد نص يمكن قراءته بشكل طبيعي من الصورة المقدمة.
1. In the name of God, the Compassionate, the Merciful.

2. This is what Yûnâ, daughter of Ḥellâša, has bought: she has bought from her husband Yazîd, the leather-bottle merchant, a dwelling house belonging to him, in the upper part of

3. the town of Edînû, with what its door encloses and its wall(?) encompass (both) within and without, with all the rights and boundaries thereof,

4. and its land and its sky and its four corners. The southern boundary of this dwelling house is (formed in its entirety) by the dwelling house of Sawád b. Bâqîmîn, the tanner, and the press of an-Nâjîr, the oil-seller,

5. and his fellow holders; its western boundary is (formed by) the dwelling house of Pilatos, the physician, and the passage between them both; and its northern boundary borders on the dwelling house of Qâis b. Harûn, the carpenter, and the passage between them both; and the eastern boundary borders on the dwelling house of Sawâd, the ploughman, and the door of this

7. dwelling house opens to the north. Yûnâ, daughter of Ḥellâša, has bought from her husband Yazîd, the tanner, this

8. dwelling house, defined and described in this contract, with all its rights and boundaries, for one dinár, according to

9. the new (standard) weight of the mitqâl. Yûnâ, daughter of Ḥellâša, has paid to her husband Yazîd, the tanner,

10. the dinár as the price for the dwelling house, and Yazîd, the tanner, has handed over to his wife Yûnâ, daughter of Ḥellâša, the dwelling house in its entirety,

11. with all its rights and boundaries and appurtenances, and Yûnâ, daughter of Ḥellâša, has given him a quittance for the dinár, and Yûnâ

12. has taken over the dwelling house and it has become her own property and (has come) into her possession for the price named in this contract,

13. and this is one dinár mitqâl, after that Yûnâ, daughter of Ḥellâša, had taken cognizance of that which she has bought before the purchase,

14. and (after) the cognizance of Yazîd, the tanner, in respect to that which he has sold before the sale; and (after) they both have taken cognizance of all that (is contained) in this act

15. after the sale, on the ground of their (mutual) consent. But if any evil consequence (therefrom, vinculation) should befall Yûnâ, daughter of Ḥellâša, from any other person, then the

16. recuperation for its sale and its indemnification are incumbent upon Yazîd, the tanner, according to Islamic law of sale and Islamic deed of sale. There have testified to it:

17. Al-Yasa'î b. Îsâ, who is the writer of the document, and his testimony has been given in Du 'l-Qâda of the year two hundred and thirty nine.

18. And 'All b. 'Abd al-Âlî b. Mu'âwiya, who has written his testimony in his (own) handwriting.

19. And 'Abdallah b. Zakariya who has written his testimony in his (own) handwriting.

20. Ahmad b. Mu'âmammad al-Qasî, is witness respecting all that (is contained) in this act, and he has written. (Paragraph sign).

21. And 'Abd al-Âlî b. Mu'âwiya b. 'Abd al-Âlî, who has written his testimony with regard to Yazîd, the tanner, and to the acknowledgment by Yûnâ respecting the receipt and the delivery,

22. and his testimony (has been given) in Du 'l-Qâda of the year two hundred and thirty nine.

23. And Ŝiyâṭ b. Mu'âmammad b. Mûråd, who has written his testimony with his (own) hand to the acknowledgment

24. by Yazîd of all that (is contained) in this act. (Paragraph sign).

25. 'Abdallah b. al-Hâqqî has been witness to it respecting all that (is contained) in this act, and his testimony (has been given) in Du 'l-Qâda

26. of the year two hundred and thirty nine. And 'Abd al-'Awwal b. 'Abd al-Âzîz, who has written his testimony in his (own) handwriting.

27. (In Coptic) I Moses Aron am witness to . . . . . . .

28. . . . . . . . . . . . .

29. . . . . . . . . . . . .

30. And Hârûn b. İshâq, who has written his testimony in respect of all that (is contained) in this act. (Handmark).

31. And 'Abd as-Šamad b. Hârûn, who has written his testimony in his (own) handwriting.
were inserted later by the scribe above the line, and it is remarkable
that this fact, as also the correction at the beginning of l. 9, is not
mentioned at the end of the text as was usual (cf. the remarks on l. 12 in
no. 39, p. 81 ff.).

5. The personal name بلوس , the transcription of Coptic ḫaṣˁːtoc
(W.B. CRUM, CMRL, no. 250 [p. 120]; H. THOMPSON, PSBA xxxiv [1912],
p. 178; CPR II, no. 168, [p. 152]), Greek ḫάστος: (cf. F. FREISSEGER, Namen- 
buch, col. 325), occurs frequently in the Papyri, e.g. P. CESIR. B.E. Taʾtriḥ
no. 1800 left side l. 2; PER INv. AR. Pap. 152a, 5999′ renos 6007;; P.
BEROL. 9160.

11. According to J. SCHACHT the original text is perhaps to be in-
terpreted as meaning that the husband has given to his wife Yūna the house
as an equivalent for the outstanding residue of her nuptial gift to the
amount of one dinār (see no. 48, p. 108 ff.). Thus Yūna had to give him
a quittance for the price of the house which at the same time is the amount
of the outstanding dowry. Both of them are thus quit of their
obligations.

17. The same man has signed in no. 48a. The Duʾl-Qaʿda of the year
239 A.H. began on the 3rd April, and ended with the 3rd May of the
year 854 A.D.

19. The same person is witness in no. 48b. For the orthography
of زَوَرُ see F. POONQ BOUGLIA, op. cit., p. 108.

20. For the paragraph sign concluding the line see CPR III, I, 1
p. 73. The niḥba al-ʿaffi does not necessarily signify membership of the North-Arabic tribe
of Qais settled in Egypt (cf. al-Maqūz, Abhandlung über die in Ägypten
eingewanderten arabischen Sühne, pp. 446, 487-489; C. H. BREESE Beiträge
zur Geschichte Ägyptens unter dem Islam, I [Strassburg, 1902], pp. 126-28;
AD-DARABI, Muʿtahib, p. 434 note; EN-SUVRĪ, Lubb al-Lubāb, p. 215;
AD-SAMANI, Kūth al-Assāhī, fol. 468). But it is more probable that the
niḥba relates here to the town of al-Qais, the metropolis of the district
bearing the same name (P. ḤAD. III no. 58; PAF no. 98; AL-Maqūz, Hitat, I,
no. 57; for al-Faiq); AL-QAṢASANDI, ʿUthāb al-ʿājī, III, p. 381; YAʾQŪT,
Maʾjam, ed. F. WESTFELD, IV, p. 215, 549, Muṣṭarab, p. 369) for
which cf. J. MASPERO-G. WURT, Matériaux pour servir à la géographie de
l’Égypte, MIPAO xxxvi (1919), pp. 160 ff. The town, corresponding
57

(Pl. IX)

Ta'rih no 1890. Mustarram, 341 A.H. (29th May to 28th June, 922 A.D.)

Dingy white paper. 26.5 × 15.1 cm. The text of the document is written in brown ink, reverse blank. Diacritical points are used very sparsely. The paper has been folded parallel to the lines from bottom to top and then again in the middle, the width of the successive folds being 17 + 27 + 2 + 2 + 21 + 22 + 24 + 25 + 25 + 23 + 23 cm.

Place of discovery probably al-Fayyum.

Complete and in good condition.

General number 38877.

1. The words are provided with diacritical points, is dotted in the original—\textit{6. Ms. NAA.}
12. And possession, (so that) if he will, he may sell it, and if he will, he may build (on it), and if he will, he may dwell in (it). Maqṭalānā,

13. daughter of Saνūdā, has no claim and no pretensions respecting this dwelling house after (the completion of) this contract,

14. from any cause or reason whatever. She has sold this according to

15. Islamic law of sale and covenant; but if there should be any contention or vindication, or if someone should suddenly appear

16. with a debt, or should make a claim on the basis of any inheritance, then the recuperation and indemnification therefor are incumbent upon Maqṭalānā,

17. daughter of Saνūdā, whatever it might amount to, out of her own means. (The following witnesses) have testified to the acknowledgment

18. by Maqṭalānā, daughter of Saνūdā, respecting all that (is contained) in this contract, after that it had been read

19. to her and she had taken cognizance of it and acknowledged that she has understood it, she being in a state of sound mind and body, and capable of

20. transacting her business, voluntarily, without compulsion and not against her will, (but) demanding (and) desiring (it), and this in Muharram

21. of the year three hundred and forty one. There have testified to it:

22. 'Abd aς-Samad b. Yūnīf b. Harīn is witness to the acknowledgment by Maqṭalānā, daughter of Saνūdā,

23. respecting all that (is contained) in this act, and he has written his testimony in his (own) handwriting and this on the date.

24. Al-Yāṣa b. 'Umar b. Mūsā is witness to the acknowledgment by Maqṭalanā, daughter of Saνūdā, respecting the sale of her share

25. of the dwelling house described in this act, and he has written (it) in his (own) handwriting.

2. The buyer, Yohannā b. Saνūdā b. Paτaτqas, has also entered into contracts in no 58, 59 and P. Cairo B.E. Taτrīḫ no 1902. According to the latter document the name of his grandfather was Buτrūs Paτaτqas, which
may be considered as a double name (cf. G. Heusner, Die Personenamen der Koppen, p. 123 ff.). It corresponds no doubt to Φιλάρις in F. Pressigk, Namenbuch, col. 209, Coptic Manuscripts brought from the Fayyûm, n° 379, p. 566), and the name of his sister to Μεγαλής.


The town of Tu’in, situated in the south part of the district of al-Fayyûm, is often mentioned in the papyri (cf. n° 583, 594, P. Cairo, B. E. Ta’ir, n° 1902; PER Inv. Ar. Pap. 8544, PERF n° 665; P. Berol. 8005, [=BAU n° 7], 8007 [=BAU 14] 1. 9 and on the right margin, 8009a, 8010a, 8053a, 8151a; P. Lohrte E 7355b; BUK n° 26, p. 26; P. Mil. Arab. 313).

In Coptic manuscripts the place is named Τουτοποιον, Τουτοποιον, Τουτοποιον, Τουτοποιον, (cf. E. Amelineau, La geographie de l’Egypte, p. 323, 327–329; W. E. Crum, Coptic Manuscripts brought from the Fayyûm, n° 455, I. 12 and p. 65, as also CMBM, n° 692, p. 306). In an-Nablûsî, Kitâb ta’irî al-Fayyûm, p. 84a, the place-name appears as Τουτοποιον. This form being also used to-day (cf. Dictionary des villes, villages, hameaux, etc. de l’Egypte [Cairo, 1881], p. 143 Tu’in, Map of Egypt 1:100000 published by the Survey of Egypt, Tuin), and occurring corruptly in S. de Sacy, Rélation de l’Egypte, par Abd Al-Azîz, p. 682 n° 45 and Ilm al-Qânia, Kitâb al-Tu’in as-Saniya, p. 134, as Τουτοποιον, (cf. G. Salmon, Répertoire géographique de la province du Fayyûm, p. 70). In conformity with these various spellings of the place-name the nisba referring to the place-name shows besides the מֶלֶךְ (W. E. Crum, CMBM, n° 669, p. 301), P. Berol. 8007, 8009a, 8011a, 8014a, 8015a, 8021a, 8033a, 8053a, 8151a, 8211a) also the variant form מַלֶךְ (W. E. Crum, CMBM, n° 22).

5. The formula recolce υπ’ τον τιτλον και τιτλον in Greek contracts (cf. F. Pressigk, Sammelbuch griechischer Urkunden aus Ägypten. I, n° 5112, 5114, 5569). J. Schacht suggests that this division of house-property into 24 parts may be connected with the law of inheritance, where the shares of the heirs are calculated in twenty-fourths (cf. Th. W. Jouyrole, Handbuch, p. 252).

6. The name of قُرْنِيٰ, occurring dotted in P. Cairo. B. E. Ta’ir n° 1771, the Coptic κοινόν (G. Heusner, Die Personenamen der Koppen, p. 88, 90, κοινόν) has been identified with Greek κοινόν (cf. F. Pressigk, Namenbuch, col. 181, also κοινόν) by J. V. Karabache, WZKM XI (1897), p. 17. Further instances of this name are n° 58a, P. Berol. 7618, (=BAU n° 11), PER Inv. Chart. Ar. 6765h. The same person is mentioned in n° 58a. The κοινόν occurring also in P. Berol. 8008a (=BAU n° 22), relates to the town of قُرْنِيٰ in the south of the Fayûm, the modern Qalâbî, cf. Ahmed Zaki-Bey, Une description arabe du Fayoum au VIIe siècle de l’hégire, Bol. Soc. Roy. de Géographie v. n° 5, Cairo, 1899, p. 43; G. Salmon, Répertoire géographique de la province du Fayyûm, p. 71; an-Nablûsî, Kitâb ta’irî al-Fayyûm, p. 141). The original sources offer a different vocalization: the تُرُفُّ of Kitâb al-Qânia, p. 157; ‘Abd al-Adîn trad. S. de Sacy, p. 683, n° 83, while in J. J. Reinaud, Géographie d’Égypte, Nubien und den umliegenden Gegenden, p. 110 the name is written Kâmbish. The place is also mentioned in P. Berol. 8169, PERF n° 671, for Qalâbî, the Coptic Κοινός see also E. Amelineau, La géographie de l’Egypte, p. 357.

7. The name جُرَّة may be read جُرَّة, German or Hermia (cf. n° 69); for the name of her father جُرَّة a Coptic equivalent has not yet been found.

8. Qânia corresponds to Coptic κατοικία (P. Lond. IV, p. 570 a. v.), Hēsē, Παλατίνη, Παλατίνη (F. Pressigk, Namenbuch, col. 307 ff; cf. Qânîa in W. E. Crum, CMBM, n° 712, p. 315). The sons of this man are also mentioned in n° 58a.

9. For this passage cf. n° 43a, 58a, 59a, 62a. όδεις τος is also to be found in P. Cairo. B. E. n° 181a-4.

20.31. The Muḥārâma of the year 341 of the Hīdāa began on 29th May and ended with 28th June, 922 A.D.

22. The same person occurs as a witness in P. Cairo. B. E. Ta’ir n° 1902a.
بسم الله الرحمن الرحيم

هذا ما اشترى يحيى بن شوبل بن بطحاء من موسى بن سكيس وحويل بن شنوده بن قمري من سكان ططون من كرة

الفجوم] إشترى منها حصينها من المنزل المنحدر بينهما وبين سراده بن يحيى بن قرمان وهو ثمان عشر

سما من أربعة

[وعشر] سما بمجردة وحيده وسلبه وعليه وداخل فيه وخارجه منه حفرة مثل قرية القميشاوه، وحده

[اليحوز] طريق المساحة وحده الشرق مثل حدوده بين سنته وحده الغربي عرضة أربعة بين أشباه اشترى ذلك

فما بنداه ثلاثة الفنيرة وثلاث عينا ذها وازن بالخليفة عام قمض موسى بن سكيس وحويل بن شنوده إليها.

فقال التأثير وثلاث وضم ذلك الذي ينحدر بن شنوده بطحاء وقينه وحازه ومثله وصار ذلك مال من ماله

وكل من كلك إن شاء إين يشاء وإن شاء سكن ليس موسى بن سكيس وحويل بن شنوده في هذا

فقال المزند بعد هذاك الكتاب دعوى ولا طلبة يبوع من الوجه ولا سبب من الأسباب بابوا ذلك على شرط

بعن الإسلام وعهدته فما كان من عقلة أو نباعة أو طارى إلى ذلك، فلماذا ذلك وخلعه على موسى بن سكيس

6. Though the first three words are only faintly visible, the reading proposed may be regarded as practically certain. Of the last word of the line only the article, the upper parts of غ and م are preserved.—7. Evidently the clerk omitted 7 after the word.

شة هو 8. The beginning of the line is hardly recognizable the ink being faded, in some parts to invisibility; but 7 and 8 are pretty certain. The completion is assured by n° 56.
1. In the name of God, the Compassionate, the Merciful.

2. This is what Yohannes b. Šanūda b. Pāṭaṅgos has bought from Mūsā b. Sakrīs b. Šanūda b. Qufrah, (who are) numbered among the inhabitants of Tūfūn of the district of

3. al-Fa[yūn]: he has [bought from them both] their share of the dwelling house, shared in common between them both and between Šārmīd b. Yohannes b. Qauhnūn, this being twelve shares of [twenty]four

4. shares, to its limit and its boundaries and (including) what is below and above the surface, what is within and what is without; its southern boundary is (formed by) the dwelling house of Qufrah, originating from Qaṃbāsā, and its [northern]

5. boundary is (formed by) the main thoroughfare, and its eastern boundary is (formed by) the dwelling house of Hormīd b. Sisamā, and its western boundary is (formed by) an open area belonging to the heirs of the sons of Iṣāyuā. He has bought this

6. from them both for these three dinārs and a third, gold-coins, full-weight according to the new (standard). Mūsā b. Sakrīs and Šaṃūd b. Šaṃūd b. Šanūda have received the three

7. dinārs and a third and have handed it (the dwelling house) over to Yohannes b. Šanūd b. Pāṭaṅgos, and he has taken it over and acquired and taken possession of it and it has become his own property

8. and possession, (so that) if he will, he may sell it, and if he will, he may build (on it), and if he will, he may dwell in (it). Mūsā b. Sakrīs and Šaṃūd b. Šaṃūd b. Šanūda have no claim

9. and no pretensions respecting this dwelling house after the completion of it is contract from any cause or reason whatever. They have sold this according to Islamic law

10. of sale and covenant; but so far as there would be any contention or vindication or if some one should suddenly appear with a debt, then the recuperation and indemnification therefore are incumbent upon Mūsā b. Sakrīs

11. (and Šaṃūd b. Šanūd, whatever it might amount to) out of their own means. (The following witnesses) have testified to the
acknowledgment by Mūsa b. Ṣakris and Samawil b. Šanfīda respecting all that (is contained) in this

12. contract, after that it had been read to them both and they had taken cognizance of it and acknowledged that they have understood it, they being in a state of sound mind and body, and capable of transacting their business, voluntarily,

13. without compulsion and not against their will, (but) demanding (and) desiring (it), and this in Ġumādā II of the year three hundred and forty one.

14. Muḥammad b. ʿAlī b. Raḥmān is witness to their acknowledgment (15) [respecting that which (is contained) herein] and he has written (it) in his own handwriting. ‘Abd ar-Raḥmān b. Hudayy (15), the cow-drover, is witness to all that (is contained) herein.

15. ʿIbrāhīm b. ʿAlī is witness to the acknowledgment.

16. by Mūsa b. Ṣakris respecting all that (is contained) in this contract, and Š. has written (it) in his own handwriting.

17. [Ḥiyār] b. Ismaʿīl [is witness] to all that (is contained) in this contract and he has written his testimony in his own handwriting.

18. [So and So, son of] ʿIqṭāl [is witness] to all that (is contained) in this contract and Ḥiyār b. Ismaʿīl has written instead of him at his order and in his presence.

19. [So and So, son of] Yūsuf is witness to all that (is contained) in this contract and he has written his testimony in his own handwriting.

2. For the buyer concerned here cf. no 57, كلاک كolas correspond according to H. Munzer to Σαχαρια: (F. Preissigk, Namenbuch, col. 402). For the town of Ṣafūn see no 57, p. 172.

3. It is very likely that the person concerned here is the same as Sarmād b. Yūḥannān in no 59. The name ⽰ْحاء is the transcription of the Coptic short form Cafḥis (W. E. Crum, CMBM, no 344, p. 161), Cafḥis (G. Heuser, Die Personennamen der Köpfe, p. 89ff.), corresponding to Greek Σαφῆθα, Σαφῆτας (F. Preissigk, Namenbuch, col. 364). Another instance of it is to be found in P. Berol. 8065, A.

The first reading of the name ⽰ْحاء that suggests itself is obviously Kosmas, a variant form for Coptic koscma, kosema, kovvma (CPR II, p. 202) occurring frequently in the papyri (e.g. dotted p. in P. Berol. 8065 = BAU no 22). But it must be noticed that the reading ⽰ْحاء ([[koum], koum, P. Preissigk, Namenbuch, col. 279) would also be possible (which name occurs dotted in PER Inv. Ar. Pap. 8650, as already O. Lohr, Zwei arabisches Papyri in ZDMG xxxiv (1880), p. 687 pointed out when editing a Fayyūm papyrus.

4. Quṣṣa al-Qanbašāwī is also mentioned in no 57.

5. As H. Munzer kindly informs me, حَرِيد جمعه corresponds perhaps to Ṭabāṣā or Ṭabaṣā (F. Preissigk, Namenbuch, col. 243), the frequently occurring form حَرِيد corresponds to CICHER (W. E. Crum, Coptic manuscripts brought from the Fayyūm, no 36, p. 55), CICHER (CPR II, no 151, W. E. Crum, CMBM, no 602 [p. 287], 673 [p. 309]), CICHER (W. E. Crum, Coptic ostraca, no 451, p. 74) while the form حَرِيد جمعه in al-Maqdisī, Ḥiyār, II, p. 4902a is the transcription of Coptic COYCOS (PERF no 61, W. E. Crum, CMBM, no 489, p. 332), COYCOS or COYCOS (CPR II, p. 206), COYCOS (W. E. Crum, CMBM, no 1141, p. 484). For all such I refer to no 57.

6. For the passage see no 48, p. 57a, 58, and p. 116.


15. ʿIbrāhīm b. ʿAlī is also mentioned as a witness in no 59 and it is highly probable that he has signed also in P. Berol. 9159, (346 A.H.).

16. Such errors are not rare, even in common names, e.g. لْعِبَة (for دْلِي) PERF no 7984, مَائْعَة (for مَائْعَة) PERF no 4472 (for مَائْعَة) P. Cair. B. E. no 147.

17. There are several possibilities of reading the name حَسَن; according to ap-Dhamān, Maḥānīb, p. 86, 192 ff. we have the choice between حَسَن and حَسَن but I prefer the former as the more common. The same man has signed as a witness in P. Berol. 9159 (346 A.H.).

19. The same man has signed in no 59a.
59

(Pl. XI)


White parchment, coloured yellow on the back. 35 x 26.3 cm. The text of the contract is written only on the inner (flesh) side, ll. 1–11 with black ink (hand A), the signature of the different witnesses (B, ll. 11/12 left side, C ll.12/13 right side, D l.13 left side, E l.14) in rust-coloured ink. We observe Sin is differentiated by a slanting dash from Šin (cf. no. 38, p. 67). Diacritical points are used sparingly. The parchment has been folded parallel to the lines, but only the three upper folds (0.8 x 4.4 x 4.6 cm) are discernable.

Place of discovery perhaps al-Fayyûm.
Mutilated in a few places, in general in good condition.
1. In the name of God, the Compassionate, the Merciful.

2. This is what Yoḥannes b. Ṣanūda Patāqos has bought from ‘Abd al-‘Azīz b. Muqbil, who both (jointly) are numbered among the inhabitants of Tūŧan of the district of al-Fayyūm; he has bought from him the dwelling house, shared in common.

3. Between him and Sarmāda b. Yoḥannes, which he has bought from him, this being the half of the dwelling house, shared in common undivided, twelve shares of twenty four shāres, to its limit and its boundaries.

4. And its entrance and its exit and any right connected with this dwelling house within and without; its first boundary, viz. the southern, extends to the magazine belonging to Cyril b. Chael, and the upper part thereof is (formed by) the farm belonging to the heirs of [So and So].

5. The flat roof; and its northern boundary is (formed by) the main thoroughfare, and its eastern boundary is (formed by) the dwelling house of Hormade daughter of Merqi, and its western boundary is (formed by) the main thoroughfare from which the entrance to this dwelling house opens.

6. He has bought this from him for four dinārs mitqal, correctly counted out, full weight according to the new (standard). ‘Abd al-‘Azīz b. Muqbil has already received this price entirely and fully and has released himself of this dwelling house described in this.

7. Contract, and has handed it over to Yoḥannes b. Ṣanūda Patāqos, who has acquired and taken possession of it, and it has become his own property and possession, (so that) if he will, he may sell it, and if he will, he may dwell in it, and if he will, he may leave it empty.

8. ‘Abd al-‘Azīz b. Muqbil has no claim and no pretensions respecting this dwelling house after (the completion of) this contract, from any cause or reason whatever. He has sold this according to Islamic law of sale.

9. And if there should be any contention or vindication, or if someone should suddenly appear with a debt, or should make a claim on the basis of any inheritance, then the recuperation and indemnification thereafter is obligatory upon ‘Abd al-‘Azīz b. Muqbil, whatever it might amount to, out of his own means. (The following witnesses) have testified to
11. The expression is contracted with, cf. P. Cair. B. R. Inv. no 871, 1746. The Shābān of the year 341 A.H. began on the 22nd December, 952 A.D. and ended with the 20th January, 953 A.D. The same person has signed as a witness in no 5814.

12. The same man has signed in no 5815.

13. 'Abd ar-Rahmān b. Hudayy, is being apparently omitted in the original—has witnessed also in no 5814, 15.

14. Ibrahim b. Ahmād has also witnessed in no 5815.

60


(Pl. XIII)

White, strong parchment, yellow coloured on the back. 36.2 ×30.8 cm. The text of the contract is written only on the inner (flesh) side with black ink probably by the hand of Sulaimān b. Ibrāhīm (cf. II. 2, 15). Diacritical points are added occasionally, Šīn being written several times ilogue. The document has been folded parallel to the lines from bottom to top, the width of the successive folds being 4.4 +4.6+4.6+4.7+4.8+5.1+5.2+3.2 cm.

Place of discovery the Fayyūm.

Complete, very well preserved.

General number 34596.
1 أعرفا الباعبين يقبض اليمن من المشترى باليزابرة وكتب مسلمن بن إدريس في تاريخه

2 بسم الله الرحمن الرحمن

3 هذا ما اشارت موسى بن تيمور الأجير وزوجته سرية ابنت مسلمن بن هرمه من بهلهويا ابنت قوريل ومن والدتها

4 تقهري ابنت قري وتعليمة من عقل ألفية من أهل الضيافة المعروفون بالسنجاقية من قرية ككية

5 الفروقات، انتشرت نحوها يصفنها واحد وعهد واحد جمع المثل الذي هو ملكها ارتجع لنيلها قوريل وهما بينهما

6 الغناء في القبائل المفيدة مهجة الكلايين من هذه الغازية في

7 الوجه الفعلي ويشمل على ذلك حدود أرغم الهذ النافذ بنت الابن أبو ......... والد الثاني

8 البجيرة يلهمها معصرة زرعة أرون وفد أحد ثلاث الشرقي

9 المتزوج وماته يشبع باب هذ النزل ومعناه العاجل به بالنافذ وتحديد نيلها قوريل وصديقه ومضاربه وسيلة وأرضه ومضاربه وطويه

10 جمع هذا النزل أحدث المسماق في زمان هذه المجته جمعه واحد وحدوده وعهده وسيلة وأرضه ومضاربه وطويه

11 صبح لا شرط فيه ولا ورد ولا عزية ولا وفده من الصعب الورشة نعناع عنيا ذهبا ورزة

12 جيده اجيده لهلا ابنت قوريل ومعلاها ترهوا ابنت قري

---

1. Ms. "الاسم" with a superfluous apex at the end. 2. All the names, the words "الاسم" and "الاسم" are dotted in the Ms. 3. The name "الاسم" is dotted in the Ms. 4. "الاسم" and "الاسم" are dotted in the Ms. 5. The name "الاسم" is dotted in the Ms. 6. "الاسم" and "الاسم" are dotted in the Ms. 7. The name "الاسم" is dotted in the Ms. 8. The name "الاسم" is smeared and has probably been written erroneously.
2. In the name of God, the Compassionate, the Merciful.

3. This is what Matawîs b. Theodor, the journeyman, and his wife Serena, daughter of Sila b. Herrine, have bought from Biliheu, daughter of Cyril, and from her mother Qarheu, daughter of Qeri, who both are jointly numbered among the people of the domain known as Bulgusûq, one of the villages of the district.

4. of al-Fayyûm: they have bought from her in one striking (of hands) and one contract the whole house, which is her property by inheritance from her father Cyril and her paternal uncle Babmûdû, the deacon, in the southern part known as the dogtrainers' quarter, of the eastern part of this domain, in

5. the southern region, and it is surrounded by four boundaries: the first, the southern boundary, extends to the dwelling house of Abu's-Sarî . . . . . . . , the second, the northern boundary, extends to the press of his heirs, the sons of Arûn, the third, the eastern boundary (extends)

6. to the way with which the door of this dwelling house communicates and affords entrance to and exit from it, the fourth, the western boundary, extends to the main thoroughfare. Matawîs b. Theodor and his wife Serena, daughter of Sila b. Herrine, have bought

7. the whole of this dwelling house, defined and described in this instrument, to its limit and its boundaries and its springs and public drinking fountains, and its land and its sky, and its baked bricks and its timbers and its wooden doors and its stones, and every right connected with it within and without, in form of a right,

8. valid purchase, in which is no condition and no promise and no pledge and no deposit, for a price, which in gold-coins of full weight amounts to five dinârs, gold-coins, full weight, good pieces. Biliheu, daughter of Cyril, and her mother Qarheu, daughter of Qeri, have received

9. the whole of this price fully and entirely, and have given (him) a quittance for it by means of a receipt (acknowledging that they have) received and taken it over fully, and Matawîs b. Theodor and his wife Serena, daughter of Sila b. Herrine (sic) (have taken over) this (above) mentioned and defined dwelling house, and they both have acquired and taken possession of it.

10. and it has become their own property, they both having free disposition of it according to the free disposition of proprietors over their property, (so that) if they will, they may sell it, and if they will, they may give it away, and if they will, they may give it as an alms. But if any evil consequence (resultation) with regard to their purchase should ensue to these named persons on the basis of any contention or litigation,

11. on the part of any persons, be they near or far, present or absent, (be it) one who suddenly appears with a debt or one who makes a claim on the basis of any inheritance, then the recuperation, indemnification and redemption therefor are incumbent upon Biliheu, daughter of Cyril, and her mother Qarheu, daughter of Qeri, out of their own means, whatever

12. it might be or amount to, and according to Islamic law of sale, and their (the Muslims) covenant, and this while they are in a state of sound mind and body and capable of transacting their business, voluntarily, without compulsion and not against their will, but of their own good pleasure, and it has been written in Rağab of the year four hun-

13. dred and six; (the following witnesses) have testified to it. In the first line there is an addition, viz. "daughter of Sila b. Herrine," which is right and has been written on its date, and herein is (to be found sc. l. 9) a correction "Matawîs b. Theodor and his wife Serena, daughter of Sila b. Herrine (sic)." Correct.

14. 'Ali b. as-Sammâk is witness to all that (is contained) herein, and it has been written for him at his order and in his presence on its date. Bâ't- Ṭâyyîb b. 'Amir is witness to all that (is contained) herein,

15. and Sulaimân b. Idrîs has written for him at his order and in his presence on its date.

1. Both the sellers have acknowledged that they have received the price from both the buyers on (their) taking over (the property), and Sulaimân b. Idrîs has written (it) on its date.

1. For this formula cf. n° 54. The genitive almaasa is to be regarded as an error or vulgarism for the nominative. In the same way the nominative is used erroneously instead of the genitive dependent on مثلا مثلا. Such mistakes are very common in the papyri. e.g. قطيسي (used as a nominative) PERF n° 983, (MPAR IV [1888], p. 80)

6. A ṣimā has been taken over into Coptic as ṣimā; cf. W. E. Crum, CMBM, no. 1141 (p. 484).

12. The Raḥab of the year 406 A. H. began on 15th December, 1015 A.D. and ended with 14th January, 1016 A.D.

13. For the formula see no. 381 (p. 80 ff.). The character following the two upright strokes is to be read /notification ; cf. nos 54, 61 (p. 164 ff.).

14. The patronymic of the first witness might be al-Muṭahah (cf. ad-Darāḥ, Muṣṭahḥ, p. 273), but this reading is not certain, the last letter resembling more ṣ. For the short form see no. 54 (p. 154).

61

Inv. no. 124 (= Taʾrīḫ no. 1788). Raḥab, 423 A.H. (13th June till 13th July, 1062 A.D.).

Yellowish paper. 27-5 x 18-3 cm. The text of the contract is written in black ink by four different hands on recto, the main part of the deed (ll. 10) by an inelegant, rapid hand A; the witnesses B and C (ll. 20, 22) a very rough penmanship, D (ll. 22, 23) a flowing rapid hand addicted to ligatures. Diacritical points are but sparingly added, Sin being provided with a slanting dash (cf. no. 38). Verso blank. The document has been folded at the middle and parallel to the lines from bottom to top, the width of the successive folds being 0-5 + 2-4 + 2-3 + 2-4 + 3-5 + 3-6 + 0-5 + 2-4 + 3-6 cm.

Place of discovery probably al-Fayyūm. Complete, very well preserved.

Reproduced by B. Moret, Ar. Pal. Pl. 115.
1. يسم الله الرحمن الرحيم

2. هذا ما أشرت إليه البجوس من ابن أخته دايمة أشت قت على المحيطين اشتراها منا

3. مفقودة واحدة وفقدان واحد جميع حقيقتها ومصيبته من المنزل والدور القروة المعرق (فوق بارث)

4. ابن أخته البجوس ويحمل بهذا المنزل. ويشتقر عليه معدود أربع أربع وله التلم ينادي

5. إلى دار ابن بنيو بن ود الثمن وهو البحري ينادي إلى الدار ومنه ينادي به الحث الثالث وهو الشرق ينادي

6. إلى منزل فتجوين بن شهد والخديت وله الغربي ينادي إلى منزل تمرد بن ايني هذه معدود هذا المنزل.

7. والدور القروة أشتراها ابن أخته ذلك كله ينصب دينار ومن دينار ثمانية وست على البيع المذكر

8. وقضت البيعة المذكورة هذا البناء ثمانية وأمها كاملة وأمها المشترى المذكر منه ومن وزنه ويقدم ويقمه

9. إن لا يقيض وستفا وسلمت الله جميع ما أشرت إليه فيه وϕ من أمرها أدى ابن أخته وسياحه

10. المشترى المذكر وملك وصبره وϕ، يقيد وϕ، وفي هذين وما علق من عبد ما يصبه في تصرف المبارك في

11. أملاكهم وترقى بابادنامه بعد قسام البيع وورحية عن عرض مشابه منهما جميع بما تباعا به واقفاً منهما

2. The words (miswritten for دار ef. l. 15) and عشا are fully pointed, in the Ms. — 4. Only the إله is fully dotted, in the Ms. — 5. The paragraph line before the ditionery line, is fully dotted, but the writer corrected the second into the first. — 6. In only the نين is dotted in the Ms. — 7. Ms. بالر وت — 8. Ms. بالر مت — 9. Ms. انا — 10. Ms. في. In and the nominative is incorrectly used instead of the accusative through the influence of the vernacular. — 11. The words لا وϕ،، منهما are fully dotted in the Ms.
1. In the name of God, the Compassionate, the Merciful.
2. This is what Isāq b. Abūle, originating from Bulgusiq, has bought from his sister’s daughter Dallma, daughter of Ya’iq, originating from Manhart: he has bought from her
3. in one striking (of hands) and one contract the whole of her share and portion of the dwelling house and the capacious appartments known as an inheritance
4. from Abūle b. Isāq, originating from Bulgusiq. Now four boundaries enclose and surround this dwelling house: the first boundary, viz. the southern, extends
5. to the house of the sons of Yanūq, and the second boundary, viz. the northern, extends to the house of al-Qassāl, with which its door communicates, and the third boundary, viz. the eastern, extends
6. to the dwelling house of Qanūq b. Saamā, and the fourth boundary, viz. the western, extends to the dwelling house of Theodor b. Isāq; these are all the boundaries of this dwelling house
7. and the capacious appartments. Isāq b. Abūle has bought this all for a half and an eighth of a dinār as the price of that for which the above mentioned sale has been effected,
8. and the aforesaid seller has received this price entirely, fully, wholly, and has given the above mentioned buyer a quittance for it and its weight, and ready money in cash and gold-coins,
9. by means of a receipt, (acknowledging that she has) received and taken (it) over fully, and has handed over to him all that he has bought from her, this being her inheritance from her mother Adwā (?), daughter of Abūle; and the buyer
10. has acquired and taken possession of it and it has passed into his possession and into his hands and (has become) his own property and possession, (so that) he may do with it according to the practice of proprietors in respect to
11. their property; and they both have separated from one another after the completion and ratification of the sale to the mutual satisfaction of both of them in respect to that which they both have sold and bought, and (after) they both had declared it effective
12. and had taken cognizance of it and had comprehended it and locked into it before and after the purchase. So they have both sold and bought in this way, in the form of a valid, definitive, irrevocable
13. sale, in which is no option (of return) and nothing that can bring about a loss, and it is not in the way of a pledge, nor a disguised irregular gift, nor a stipulation that renders it (the purchase) ineffective; but so far as there might ensue to
14. Isāq b. Abūle or one of his family any evil consequence (viandatio) with regard to this his purchase, or a contention or a vindication or a litigation on the part of any persons, be they near or far, for any
15. causes or reasons, then (this falls) upon Dallma, daughter of Ya’iq, who shall indemnify him for it out of her property and at her expense, whatever it might be and amount to
16. according to what Islamic law of sale and covenant makes obligatory. (The following witnesses) have testified to the acknowledgment by the above mentioned seller respecting the sale and the receipt of the price, the amount
17. of which is mentioned in this deed, and to the acknowledgment by the buyer respecting the purchase and the taking over (the property), and that they are acquainted with one another by sight and by name
18. and by their relationships, and to their acknowledgment to one another respecting all that (is contained) herein, after that it had been read to them both word by word. So they have acknowledged that they have understood it and comprehend it, they being
19. in a state of sound mind and body, and capable of transacting their business, without compulsion, and not against their will, and this in Raqāb of the year four hundred and twenty three.
20. Fuqil b. Farqāq is witness to all (21) that (is contained) in this act, and he has written with his (own) hand. Makr b. Ahmad is witness (22) to all that (is contained) herein, and he has written (23) with his (own) hand.
22/23. Muslim b. Isma’il b. Ya’iqb is witness to the acknowledgment (23) by the acknowledger respecting all that is contained herein, and he has written with his (own) hand and on its date (=the date it bears), Valid.
2. For the niehoa al-ghawāshí of n° 54, p. 131, Ishāq b. Abnīl is also mentioned in n° 63, p. 11. In order to elucidate the somewhat complicated relationship between the persons named in the documents n° 54, 61, 62, 67, I give here a genealogy, and add that Cyril is, according to n° 67, the maternal uncle of Abnīl and Abūl-Badr, and at the same time the brother of Abu’s-Sarī’s wife. The two groups are, therefore, related by marriage, but we may hardly presume the identity of the persons named Rafrafl and Qārā in both groups.

A

Ishāq

Abnīl

Theodor

Rafrafl Qārā Cyril Bilheu Adwā (brother of Abu’s-Sarī’s wife) (sister of Yu’aqī’s wife) Dalīma

B

X

Rafrafl Qārā

Helīa

Abu’s-Sarī (whose wife is the sister of Cyril)

Abnīl

Abu ʿl-Badr

The Coptic equivalent for Դառն is ʿAqāmūs (W. C. Currie, Coptic Manuscripts brought from the Fayyūm, n° 23, p. 41) but the name is Arabic.


3. The writer wrote instead of ٖللفألاس here and in line 7, this spelling being quite an unusual attempt to represent the form fa’la as certainly pronounced faˈla in the vulgar dialect of this period, as in our days; cf. W. Steuβ-Brey, Grammatik des arabischen Vulgärdialekts von Ägypten, p. 100, and several times in Christian Arabic manuscripts; cf. M. Bittner, Der von Himmel gefallene Brief Christi, p. 190. The Dal of al-Farā is not represented as the name of the place.

5. The house of the sons of Yūnīq is also mentioned in n° 62. The same property is designated as ِمُرِّق أُورِق in n° 67-68. The house of the tribe of al-תחת is mentioned also in n° 62, the tribe itself in n° 62, 66, 67.

6. For the house of Qūnīq cf. n° 54, 62, 67. Mention of the house of Theodor b. Isak occurs also in n° 62, 67, in the latter instance it is referred to as burned down.

9. For the change of ب into ب in al-Dīn cf. n° 37, 11, p. 64. For neither a Coptic nor a Greek corresponding name could be found.

19. The Raghab of 423 A.H. began on 13th of June and ended with the 13th of July, 1032 A.D.

20. The proper name Makr, which is of rare occurrence, is also to be found in P. Berol. 8215.

22. For the formula ٍ cf. n° 54, 14 (p. 154 ff.).

62


White parchment, 32.3 x 26 cm. The text of the contract is written in black ink by five different hands on recto only; the main part of the deed (ll. 1-14) by an elegant neat hand (A) resembling that of old Majmūla Mus., ll. 15 and 16 left side as also ll. 16/17 middle, by the rather rapid hand of Sulaimān b. Idrīs (B, cf. n° 54), ll. 16-17 right side (C), ll. 17-18 left side (D) and l. 18 (E) by different witnesses. Diacritical points are often added. The parchment has been folded parallel to the lines from bottom to top and in the middle, the width of the successive folds being 3.4-3.5-3.6-3.7-3.8-3.9-4.2-4.3-4.4-4.2 cm. Place of discovery probably al-Fayyūm.

Complete, very well preserved.

لا يعترف الله الرحمن الرحمن

1. ما الذي أشار به في السور إلى مسؤولية الله في كتبه.
2. بالنسبة إلى الآية ذاتها، كتب الله الرحمن الرحمن.
3. في كل فعل من السور، كان ما يعتبر من مسؤولية الله في كتبه.
4. أن الله الرحمن الرحمن.
5. وعذاب النافذ، هو الذي يشير إليك في السور.
6. ذلك عند النافذ، هو الذي يشير إليك في السور.
7. وعذاب النافذ، هو الذي يشير إليك في السور.
8. وعذاب النافذ، هو الذي يشير إليك في السور.
9. وعذاب النافذ، هو الذي يشير إليك في السور.
10. واياً، في السور، هو الذي يشير إليك في السور.
11. واياً، في السور، هو الذي يشير إليك في السور.
12. واياً، في السور، هو الذي يشير إليك في السور.

---

1. Ms. الرحمن الرحمن
2. Words pointed in the Ms. are those in Arabic
3. The following words are provided with diacritical points
4. Words pointed in the Ms. are those in Arabic
5. Ms. Rahman
6. In the Ms. Rahman
7. In the Ms. Rahman
8. In the Ms. Rahman
9. In the Ms. Rahman
10. Ms. Rahman
11. Ms. Rahman
12. Ms. Rahman
1. In the name of God, the Compassionate, the Merciful.

2. This is what Abu's-Sarî b. Helia has bought from Ishâq b. 'Abdûl, who both jointly are numbered among the people of the domain known as Bulğünsû. Terez:

3. he has bought from him in one striking (of hands) and one contract the whole of his share and his inheritance from his father 'Abdûl b. Ishâq in the region of this village

4. in the tribe of al-Üsâq, this being the quarter of the whole dwelling house that he has obtained by inheritance from his father 'Abdûl b. Ishâq, six shares of twenty-

5. four shares of this dwelling house, and it is enclosed and surrounded by four boundaries. The first boundary of the boundaries of this dwelling house, viz. the southern, extends

6. to the house of the sons of Yanûq, and the second boundary, viz. the northern, extends to the house of al-Üsâq, with which its door communicates, and the third boundary, viz. the eastern, extends to the dwelling house of Qağîbî b. Sanûda,

7. and the fourth boundary, viz. the western, extends to the dwelling house of Theodor b. Ishâq. (He has bought) the whole of his portion and his inheritance to its limit and its boundaries and its entrance and its exit, and (including) what is above and below the surface, and its land

8. and its sky, and its baked bricks and its timbers and its stones and its wooden doors, 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 and no pledge and no deposit and nothing that can bring about a loss,

9. according to Islamic law of sale and to their (the Muslims) covenant, for a price, which in full weight gold-coins of al-Murîz amounts to 2 dhârs and a half and a quarter, gold-coins, gold pieces, full weight, according to the new (standard). The aforesaid Ishâq b. 'Abdûl has received

10. (this above) mentioned price fully and entirely, and he has given Abu's-Sarî b. Helia a quittance for it and for its gold-coins and its weight and ready money by means of a receipt (acknowledging that he has) received and taken (it) over fully, and he has handed over to him all this (above) mentioned share
II. Legal Texts.  

E. Contracts of Sale.  

B. House Property no. 62  

11. of this dwelling house, defined and described, and he has acquired and taken possession of it and it has become his own property and possession, he having free disposition of it according to the free disposition of the proprietors over their property, (so that) if he will, he may sell it, and if he will, he may give it away, and if he will, he may give it as an alms, and if he will, he may dwell in it. But if any evil consequence (vindicatio) with regard to this his purchase or any portion thereof should ensue to Abu's-Sari b. Helia, on the basis of any contention or litigation, (be it) one who suddenly appears with a debt or one who makes a claim on the basis of any inheritance, 

12. (be he) far or near, present or absent, of any persons whatever, then the indemnification, recuperation and redemption thereof are incumbent upon Ishaq b. Abnile out of his own means, whatever it might be or amount to, and he has called evidence as to his responsibility, he being in a state of sound mind and body and capable of transacting his business, voluntarily, without compulsion and not against his will and not under constraint, of his own good pleasure, in the month of Rabi' I of the year four hundred and twenty nine. 

15. And his share of the shelter which has easterly of this dwelling house comes within this purchase, and he has written (on) its date. ....... entirely for (a sum of) money, which amounts in full weight gold-coins of al-Muz'izz to a half of a quarter of a dinar, gold-coins, full weight, good pieces.

16. He has received this entirely, and Sulaiman b. Idris has written (it) in his (own) handwriting, after the testimony respecting their being quit of obligation having been given. Nahar b. Abu's-Sari b. 'Umar is witness (17) to all that (is contained) herein, and (it) has been written for him at his order and in his presence. (16) Sulaiman b. Idris b. Gafar is witness to the acknowledgment by the seller and the buyer (17) respecting all that refers to them both, and he has written (it) in his (own) handwriting on its date. Valid.

17. Muhammad b. Ga'far is witness to the acknowledgment by the above named persons

18. respecting all that (is contained) herein, and it has been written for him at his order and in his presence on its date. 'Ali b. Ibrahim is witness, and he has written (it) in his (own) handwriting.

2. For the seller Abu's-Sari b. Helia cf. no. 54, for the buyer Ishaq b. Abnile no. 61a, for Bulqasq Teres no. 54 (p. 151). 

4. For example cf. no. 61a. For the signification of the three slanting strokes at the end of the line cf. 48b, 50a, 52a, 54a (p. 82).

6. The house of the Banu Yanuq is also mentioned in no. 61a, 67b, the house of the Banu Samil in no. 61a, that of Qaqqas in no. 54a, 61a.

9. For the formula عين ظاهرا مهدا وازبا بالله cf. no. 57b (p. 116). The dinar Mu'izz, also mentioned in no. 65b, P. Berol. 8009v, 8010a, 8170 (—BAU no. 10), 8172 11, (—BAU no. 10), 8172 12 (—BAU no. 103), had been minted under the Fāṭimid Caliph Abū Tamīm Ma'add al-Mu'izz li-dīn Allāh in the year 345 A.H. and was minted in Cairo in the year 358 A.H. From the year 363 A.H. only these dhinars were accepted in payment by the revenue authorities, whereby the dinar of ar-Rāz, which had up to that time been in circulation, lost a quarter of its value. The exchange rate of the dinar Mu'izz at that time stood at 15 dirhams; cf. H. Sauvage, Matériaux pour servir à l'histoire de la numismatique et la métrologie musulmanes, JA vii sér. tom. xix (1882), p. 48-50, 107; AL-MAQDISH, Histo, II, p. 64.

14. The Rabi' I, 429 A.H. began on the 12th of December, 1077 A.D. and ended with the 11th of January, 1078 A.D.

15. After concluding the deed of sale with regard to the main property, the seller adds a clause including in the sale a shelter situated to the east of the house which is the object of the original deed of sale, and adds the price of this additional property, viz. ½ of a dinar, before the signatures of the witnesses. For the correct understanding of this detail I am indebted to J. Schacht.

16. Sulaiman b. Idris is a person mentioned several times as a witness, cf. no. 54a. The reading لم is not certain though probable.

17. Muhammad b. Ga'far is apparently the father of the witness signing in no. 54a.

18. The same person occurs as a witness in no. 65b.
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(P. XIV)


White, fine parchment. 24 x 27.5 cm. The text of the document is written only on the inner (flesh) side in black ink by five different hands. The main part (ll.2-9) by the current hand of a practised penman (A), ll.10-11 left side (B), 11/12 (C), 12/13 (D) and 11 (E) by the hands of different writers. Diacritical points occur occasionally. The parchment has been folded from bottom to top parallel to the lines, the width of the successive folds being 4 x 2 x 5 x 5 x 3 x 3 cm; the roll has then been folded from both sides and again in the middle.

Place of discovery probably al-Fayyūm.

Complete, very well preserved.

General number 34599.