7. براه قبيل واستمطا وتسليم أبو السري بن هليه من رفيقين هذه الحصة المذكورة ولهما وملكة وصوات في قيده فلتكم فيها حكم في أربعة وحكم الملاك في ملكهم أن شاء وان شاء فما ما أدرك السري بن هليه في شرائح إذا درك عقله أو خصومة في الناس فكاه قريباً أو بعيد شاهد أو تابع فقد ف ا догذ ذلك وخلاصة حكم قريول بن بلين بن أحمد كن ماكان وبلغ ما بلغ وعلى بيع الإسلام.
8. عهدتهم وذلك في مستقبل شعبان سنة أربع وثلاثين وأربع مالاً. سلسلة بن فارس بن جعفر على أقرار الباع والمشرى
9. حسب وموصى بنابرهم على أقرار الفقير صاحب فيوكتب عنه أمر ومحضر عمه شيد سليمان بن السري بجيج
10. فيوكتب عنه أمر ومحضر عمه شيد سليمان بن السري بجيج
11. فيوكتب عنه أمر ومحضر عمه شيد سليمان بن السري بجيج
12. فيوكتب عنه أمر ومحضر عمه شيد سليمان بن السري بجيج
13. فيوكتب عنه أمر ومحضر عمه شيد سليمان بن السري بجيج

1. Only the اب at the beginning of the line and اب at the end of the line (only the و at the end of the line) is dotted, but this must be an error; we expect some formula parallel to that which follows, but no emendation seems possible. The carelessness of the scribe is seen from the fact that he wrote the second أب and then struck out the second أب. Further words pointed in the original are ق، رم، ق، م، لل، في، و، و (the أب being uncertain).
2. Only Qif in ق is pointed but with one dot. It is hardly possible to say with any certainty whether the scribe in doing this followed an old custom (cf. y. 35) or omitted the other dot by inadvertence.
3. The words اب and اب are dotted in the original.
4. The أب in أب is dotted in the Ma.
5. The words after الله on the left side cannot be read with certainty; but perhaps 40 may be discerned.
b. Idris b. Ǧaʿfar is witness to the acknowledgment by the seller and buyer  
(11) respecting all that is contained herein and he has written (it) in his  
(own) handwriting .........................................  Muḥammad  .......... 

11. Mūṣṭak b. Ǧabīr is witness to the acknowledgment by the acknowledge- 
ment  
12. respecting all that is named (and) described herein, and it has been  
written for him in his order and in his presence. Valid. Ǧuṣayn b. as- 
Sāfī is witness respecting all  
13. that is named (and) described, and it has been written for him at  
his order and in his presence. Valid.  

1. This act is probatory and Idris b. Ǧaʿfar has written (it) by his hand.  
3. For  
(2) Ǧilqūsuq cf. n° 54b (p. 151). The buyer is also mentioned in  
n° 54b, 14, 6, 9, 15, 62b, 10, 11, 67a, 11, 17. the seller in n° 67a, 11, 17.  
4. The adjective  
(3) ǧisṭūṭ is here used in the sense of  
(4) ǧisṭūṭ (cf. H. Dozy, Supplément, I, p. 22). To the seller has fallen as an inheritance  
only a part of the house, i.e. the portico and the half of the floor probably  
situated immediately above it (or of the terrace) as also further a share in  
the vacant part of the house (or a free place within it). For such joint  
ownership of houses cf. E. Weiss, Commentario pro dieius et pro indiviso  
in dens Papyri, Arch. IV (1908), p. 330-335.  
10. The first Ǧaʿbān of the year 434 A. D. corresponds to the 16th  
March, 1043 A. D. Ǧuṣayn b. Idris b. Ǧaʿfar occurs also in n° 54b, 60b,  
15a, 69a, as a witness.  
13. For the formula  
(5) see the remarks on n° 54b (p. 154 ff.).  

(Pl. XIV)  
Inv. n° 1495. First decade of Ramadān, 441 A.H. (27th January till  
5th February, 1050 A.D.).  
White, fine parchment, 31.5 x 10.8 cm. On recto (on the flesh side)  
a deed of sale is written in the main part by the elegant, regular and clear  
hand of a skilled penman (A II. 3-24), while the first two lines and the left-  

half of the third show the subscription of the witness (B) in flowing, ligated  
characters. Diacritical points are set frequently though sometimes  
incorrectly placed, Ǧinn being contrasted with Ǧinn by a slanting dash (cf.  
n° 38). Ǧa distinguishéd from Ǧa by a semicircle above the character (Ǧa).  
On verso 24 lines of a deed of sale written in black ink by the heavy,  
inelegant hand of the writer who also drafted n° 68. Diacritical points  
are used here sparingly.  

Place of discovery probably al-Ǧisāmān.  
Only about the half of the document is preserved, what remains is  
in good condition.
ثبت عند告诉我们 جميع ما نقص وشرح فيه وكتب محمد بن عبد الله بن حفص بمجلط في شهر رمضان سنة أني:

1. [بسم الله الرحمن الرحيم وصل الله سلسلة محمد رضوان الله عليه وسلم بأمين وأربع مائة]
2. [هذا ما أشتري قلقه بلك الفزير الأساقفة مدينة الأشمونين التي من أرض صعيد مصر من والده كل بن]
3. [فيما يكون هذه المدينة المذكورة أشتري منه اسمه ما كله تدفعته الذي أنعم الله عن وجل عليه جميع ما أعقله]
4. [هنا له وملوك وثب ما صحب وحقا واجا وهو جميع المنزل الذي هذه المدينة المذكورة في الجانب]
5. [البحري منها على الكوم المطل على الكنيسة المعروفة بالربانيس ويسحوب هذه المنزل المبنى بأبسطه]
6. [وجمعه ويشمل عن حادة أربعة فاحذ الغفري منه ينتمي إلى الإقالة ونافذ من طرفه إلى طرفه على طريق شيبو فيه]
7. [التفايل في طرفيه]
8. [فيما يكون]

6. In the Ms. *и* and *и* are pointed thus.
7. Ms. *и* — 8. In the Ms. *и* and *и* are dotted thus.

إلى الأول كان الحد الأعلى منه ينتهي إلى بير تعرف بالصعديوى، وأي بطريرك من قضاة السليمين، والنجد.

1. [الشرق من ينتهي على عرضة بطلقة إلى، ولي دار المصادر، وسالم كان، وقل منه ينفع بسكون]
2. [غذف كان من محلف كان، والحد الأعلى، منه ينتهي إلى منزل جد، في محل الفردوس، أساسي منه جميع هذا]
3. [النجل المحروم الموجود في هذا الكتاب يحدثه ونحوه ورغبة ونافذه وفنه، إذا ثبت وكيث]
4. [هنا لدخل فيه وكل قليل و كثير هو، في خارج منه وما هو معروفة ونافذ، ومن هو عليها البائرة ونافذ]
5. [وفيها]

14. صفقة واحدة يمن بملحق . . . دنانير من، [في] نسجية وازنة جداد العيون شرى صحب وبيعا
15. [فإذا ماتبا لا شرط فيها ولا خيار ولا إستثنى ولا إفالة ولا أعدة ولا رجعة ولا مثناية لا أرضه]
16. [ولا تفسخه للاجأ ولا لابد ولا] هو على سبيل להن ولا ولا تلجلج ودفع المشترى
17. [الذكر في هذا الكتاب إلى البائع المذكر] فيه جميع هذه الين المذكر، فقط فيه نفسه نقده

9. Ms. *и* 10. Ms. *и* and *и* are provided with dots. Instead of *и* 11. Ms. *и* but as in n° 65, 66, this proper-name is correctly dotted. The second point is superfusional.
12. Ms. *и* is fully dotted in the Ms. — 13. Ms. *и* and *и* are provided with dots. The dot of *и* دربى (السياحة الأوروبية) is misplaced over Ml of نافذ in the following line. — 14. Words dotted in the Ms. are followed by dots, as is to be read, the Ms. has . . .
3. [In the name of God, the Compassionate, the Merciful. May the blessing of God be upon our Lord Muhammad, His Messenger, and may He give him peace.]

4. [This is what Qātī b. Chāl, the silk-mercer, residing in the town of al-Umān in al-Hijaz, which belongs to the territory of upper Egypt, has bought from his father Chāl b. Gūmān.]

5. [the silk-mercer, residing in this (above) mentioned town: he has bought from him with [his own money, which God — He is mighty and sublime — has bestowed upon him as a favour, all that he (the seller) informed him]

6. [that it was belonging to him and in his possession and in his hand(s) as a legal possession, and a declared right, namely the whole of the dwelling house, that stands to the north side of the (above) mentioned town,]

7. [on the hill looking down upon the little church known as al-Bartānā (of the Virgin). Now four boundaries existless.]

8. [encompass and surround this dwelling house, which is sold entirely [completely; the southern boundary thereof extends to the lane] forming from both sides the thoroughfare to diverse roads, with which]

9. [its former first door communicates; and the northern boundary thereof extends to a well known as ajār-Ša’lī and to Bū Ţūrbon, the Muslim cemetery; and the eas-

10. [term boundary thereof extends to the open area, belonging to Būqor, the builder, and to the former house of Manṣūr, the messenger, and to the dwelling house known as the former habitation]

11. [of Ğāṭārīf b. Maṭîh; and the western boundary thereof extends to the dwelling house of Ğāṭārīf b. Sīdāl, originating from Dhūkhr. So he has bought from him the whole of this]

12. [dwelling house defined and described in this act, to its limit and its boundaries, and its land and its sky, and its building(s) and its fore-court and all of little and much]

13. [connected with it within and all of little and much connected with it without, and what is known as ap[pertaining and relating to it, (be it) outside or inside, inhabited or empty,]
14. [in one striking (of hands) for a price which amounts to ...... dhōrā] in full weight, good gold-coins of [al-Mu]stansir, in form of a valid purchase and an effectual

15. [(and fully) completed sale, in which is no condition and no option (of return)] and no reservation and no rescission (by mutual consent) and no possibility of recurrence and no proviso of the right of reversal and no reserving (of the right) either to return it

16. [or to annul it, either temporarily or for good, and] it is not in the way of a pledge nor as a gift nor as an exclusive bequest. And the buyer

17. [mentioned in this act has paid to the seller mentioned] herein the whole of this (above) mentioned price; so he (the seller) has received it from him for himself as a cash payment (paid)

18. [into his hand(s) fully and entirely, and he has released him from it and from its ready money and its weight and from the oath with regard to it or any portion thereof, by means of a receipt]

19. [(acknowledging that he has] received for him(self) fully and entirely the whole of it, which releases him from any a[n]nimation or proof or oath for any ca[n]ses or reasons whatever; and the seller has handed over to [his] son.

20. [Qolte b. Chael, all in respect to which the (above) mentioned sale was effected, and he (the buyer) has taken] it over from him and acquired possession of it for himself and it has passed into his hand(s)

21. [and possession and has become his own property, he (the buyer) having free disposition of it according to the free disposition of proprietors] over their property, and this after their having been aware of what they both have sold and bought (respectively),

22. [and their having examined all of it and their having effected it (the transaction). So they both have bargained] together to [their mutual satisfaction according to the rule of Islamic law of sale.

23. [ ] and no possession

24. [ ] and no [ ]
have been the first to put this decree into practice. The formula رضي الله علیه و سالما... is to be found in conjunction with the Resma... also in P. Berol. 6055, (=BAU n° 21, 447 A.H.), without the word البتول in P. Berol. 11984, (722 A.H.), as also in M. AMARI, I diplomi arabi del Real archivio Fiorentino, n° 6 (p. 23), 7 (p. 29), 11 (p. 38), 13 (p. 45), 21 (p. 63), 31 (n. 119), 38 (p. 83), without ملوك. Cf. ibid. n° 8 (p. 31) n° 33, 19 (p. 36), 82 (p. 78). Cf. also ibid. n° 12 (p. 48), 23 (p. 75), 29 (p. 86), 39 (p. 88), 12 (p. 115) 35 (p. 137) 38 (p. 139).

4. The supplement of the line is assured by n° 65. For the town of al-Uṣmānain, frequently mentioned in the papyri, cf. n° 48 (p. 105). دو (cf. W. E. CRUM, CMRL, n° 116, p. 64) renders the shortened form of كنافددس, كنافدوس (cf. CPR II, p. 208; W. E. CRUM, CBMB, p. 549). كنافدوس and كنافدوس (W. E. CRUM, Coptic Ostraca, n° 181 [p. 36], 497 [p. 80]), the full form being represented by كنافدوس in PER INV. Ar. Pap. 8428 and by كنافدوس in PER INV. Ar. Pap. 8250 and in W. E. CRUM, CMRL, n° 116 (p. 64).

7. The statement as to the whereabouts of the object of sale which at all events is supplied by n° 65 but which should be mentioned immediately in this place, may have considerable significance for the history of the topography of al-Uṣmānain, if it were only possible to make out the place-names with certainty. This applies to the first reference to كنافدوس which in conformity to n° 66 would be the right reading. According to a communication made in a letter to me from Professor G. ROEDER, we have here to do with a transcription of the Greek παρούσα. We are tempted to seek in the so-called Kôm el-Kenib, situated in the south-east of the site of the great city of Hermopolis magna and north of the present al-Uṣmānain, the hill "looking down upon the chappel of the Virgin" (cf. G. ROEDER, Deutsche Hermopolis Expedition, Vorläufiger Bericht über die Ausgrabungen in Hermopolis 1929-1930, Mitteilungen des Deutschen Instituts für ägyptische Altertumskunde in Kairo, II/3, 1931, P. 14). We look in vain in the description given by Abū Ṣāliḥ (The Churches and Monasteries of Egypt and some neighbouring countries ed. B. T. A. EYERTS and A. J. BUTLER, Anecdota Orientalia, Semitic series, part VII, Oxford 1895, fol. 767, p. 96 and p. 219) for any mention of a little church of the Virgin in al-Uṣmānain, but he mentions a big church of the Pure Virgin Mary converted into a Mosque by the Fāṭimīd Caliph al-Ḥākim bi'amr Allāh and this is evidently not the one that is meant.

At all events كنافدوس represents a vulgar diminutive of كنافدوس (the classical diminutive being كنافدوس), which also occurs as a place name in the Delta (Kenaïs). The vocalisation of the word is assured by n° 65 (كنافدوس) and n° 66 (كنافدوس). It must be mentioned that in Spanish-Arabic documents كنافدوس is often written instead of كنافدوس (see F. PONS-BOUGLES, Apuntes sobre las escrituras mostraras Toledanas, p. 27 note 2) a metathesis which may be based upon the vernacular.

Matters are more difficult in the case of the following toponym, which occurs also in n° 65, 66, 68. As its first component كنافدوس (shaded) is assured by n° 65, which is to be regarded as a shortened form of كنافدوس (cf. n° 54a), but which could also answer to the Egyptian pr (house). The second component كنافدوس one is tempted to regard as a shortened form of كنافدوس, كنافدوس, كنافدوس (J. KRALL, CPR II, p. 208; W. E. CRUM, CBMB, p. 554; G. HEUSER, Die Personennamen der Kopten, I, p. 82, 90; F. PERSISSE, Namenbuch, col. 421; G. PARIKH, Αιγυπτικά Προσωνύμια, p. 116), or كنافدوس (according to G. HEUSER = كنافدوس in W. E. CRUM - G. STEINDEB點, KRU, n° 39, p. 10).

But perhaps the name كنافدوس (F. PERSISSE, Namenbuch, col. 433; G. PARIKH, op. cit., p. 124) is what is here, though it is remarkable that كنافدوس should not be given scriptio plena with كنافدوس. Still it seems certain that in the name of this burial-place some elder locality is preserved—as it is suggestive of pre-Islamic times—for which, however, I cannot at the moment offer any proof from the former history of the city.

9. The Bir as-Ṣa'īdī occurs also in n° 65, 66, 68.

10. Boqor the builder is also mentioned in n° 65, 66, 68. The name, rendering Coptic كنيس, ΠΝΟΥ and κνισ (cf. G. HEUSER, Die Personennamen der Kopten, p. 106f., 111), is very common in Arabic papyri. Cf. also W. E. CRUM, CMRL, n° 401, p. 183.

The builder's craft we find several times practised by Christians; cf. CPRF n° 867, 8 (MPER I/II 1887, p. 164). The house of Manṣūr occurs also in n° 65, 66, 68, that of Gafār b. Muḥīf in n° 65, 66, 68.

14. Dinār of the Fāṭimī Caliph al-Mustansīr billāh (427-437 A.H.) are several times mentioned in the papyri (Cf. n° 43a, p. 106).

15. For the signification of ʿalā ḫāʾ cf. C. A. Nallino in *BSO* ix (1921), p. 87, note 7 (risoluzione per mutuo consenso).

65

(Pt. XV)


White parchment. 35.2 × 34.7 cm. The text of the contract is written on the inner (flesh) side in brown ink by eight different hands. The main part of the document (I.1-23) by the clear, regular hand A, by which n° 66 was probably also drafted, I.16-34 by different witnesses (I.28/37 right hand B, 36 left hand C, 1.27 left hand D, I.28/39 left hand E, right hand F, I.30/31 hand G, I.32-34 hand H. Diacritical points occur sparingly ʾāʾ being contrasted with ʾāʾ by a slanting dash (cf. n° 38), ḍāʾ has often the shape of Nūn. The parchment has been folded first at the middle (that is to say at a distance of 18.2 cm from the right and of 16 cm from the left margin) and then parallel to the lines from bottom to top, the width of the successive folds being 1.9 + 4.1 + 4.6 + 4.8 + 5.1 + 5.1 + 5.7 + 6.5 + 6.5 + 7.1 + 3.7 cm.

Place of discovery probably al-Uṣmānain.

Complete, but in the middle worm-eaten.

General number 27492.
8. منزل يعرف بنسبتي عطامبر بن ملح المكرم وكان الحد الغربي منه ينتمي إلى منزل جعفر بن سابع الأسدي فشتري
9. المكتبة بأبو العلاء العلاق بالمنية السفلى من قلعة بن كل بن جزء الوثناء العลาย جميع هذين المنزلين الحدود
10. المذكور في هذا
11. الكتب بحده وحده ومراعته كله بأبى وأدبته وسلمه وعليه وقضية وطريقه ووقت Him.
12. ملحقه أربعة دلالة وازنة مستنصرة وخمسة رياضات وأزنة معزية شير صحيحة ويبها فاضية
13. لا شروط فيه ولا خواص ولا استثناء ولا إعفاء ولا إعادة ولا رجوع و[ ] لمنحة لا له ولا تنسخ له لأجل
14. ولا لأبد
15. ولا على سبيل رهن ولا تتوجه ودفع المشترى المكتبة بأبو العلاء العلاق بالمنية السفلى إلى الباقي له
16. ففيه بن كل بن جزء الوثناء العلاق جميع التراث المذكر فيه وملاه أربعة دلالة وازنة مستنصرة
17. وخمسة رياضات وازنة معزية مسلمة بالباقي من حق السوق فقضية مهت في يده لولا وافقا وأربه من
18. ذلك رأى قضية له واستناد جميع من كل قول وجدة ويرهن على جميع الوجه والaptive كلها وسل الباقي لها

19. المذكر يمنع جميع ما وقع عليه هذا البيع المذكر وصلة مهتم وكاتب [ ] نفسه وصار في يده ولم يكن ولا من مهتم
20. يمنع فيه يبكر للملك في أماكنهم وذلك بعد معرفة لما لس نباهى وثوابث منها بجميع وافد منها
21. ذلك من بينه على ما يوجه حكم بين الإسلام وعهده وضمن درك و[ ] رشوة وضمن الباقي للشرى
22. منه جميع المذكر
23. في ذره ومحبه ومساحه وخلاص مهتم ف اذا أدرك هذا المشترى فيما وقع عليه هذا المذكر
24. أو في شيء ومن حقوقه من درك
25. من أحد من الناس كاهل فعل البيع له خلاصه من كل درك يدرك في ذلك [ ] يقيد على اقرار الباقي البيع
26. وقضية جميع الطن
27. المذكر والمشترى بالحوز نفسه جميع فيه بعد أن قرى عليهما فأقيما عليهما ومعرفة جميع في حصة حقوقهما

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8. The only word dotted is [ ]
9. Only the upper part of Lam in لا is visible.
20. Only the third تHz is dotted in the MS.
21. Only the Nuns in نسبي and ون bear a point.
22. Ms. اع.. which is logically demanded by the formular (cf. n. 68) has been inadvertently omitted by the scribe.
1. In the name of God, the Compassionate, the Merciful.

2. This is what the surnamed Abu’l-Ala, the silk-mercer, son of Minâ, the water-carrier, residing in the town of al-Usmânîyân, has bought from Qolî b. Châlîb, Ğuârîq, the Christian, the silk-mercer, residing in this (above) mentioned town: he has bought from him with his own money, which God — He is mighty and sublime — has bestowed upon him as a favour, all that he (the seller) informed him that it was belonging to him and in his possession and in his hand(s) as a legal possession.

3. and a declared right, namely the whole of the dwelling house, that stands to the north side of the (above) mentioned town, on the hill looking down upon the little church known

4. as al-Bartânos (of the Virgin). Now four boundaries enclose, encompass and surround this dwelling house, which is sold entirely: the southern boundary thereof extends to the lane forming

5. from both sides the thoroughfare to diverse roads, with which its former first door communicates; and the northern boundary thereof extends to a well known as al-Šâ’îdî and to Bâ Ğurbon, the Muslim.

6. cemetery, and with this boundary communicates its second door; and the eastern boundary thereof extends to the open area belonging to Boqtor, the builder, and to the former house of Mansûr, the messenger, and to

7. the dwelling house known as the former habitation of Ğâfarî b. Mufîlîf; and the western boundary thereof extends to the dwelling house of Šâ’r b. Sībâ’, originating from Îbâda. The surnamed

8. Abu’l-Ala, the silk-mercer, son of Minâ, the water-carrier, has bought from Qolî b. Châlîb, Ğuârîq al-Îlahî (1), the silk-mercer, the whole of this dwelling house defined and mentioned in this

9. act to its limit and its boundaries and all its appurtenances, with its land and its sky, and (including) what is below and above the surface, and its beams and its building(s) and its fore-court, and all of little and much connected with it.

10. within and without, and what is known as appertaining and relating to it, (be it) outside or inside, inhabited or empty, for a price.
12. which amounts to four full weight dinars of al-Mustanjir and five quarter (dinars), full weight, of al-Mu'izz, in form of a valid purchase and an effectual (and fully) completed sale,

13. in which is no condition and no option (of return) and no reservation and no rescission (by mutual consent) and no possibility of recurrence and no proviso of the right of reverse [land] no reserving (of the right) either to return it or to annul it, either temporarily or for good,

14. and it is not in the way of a pledge nor an exclusive bequest. And the buyer, surnamed Abu'l-'Ala, the silk-mercer, son of Mina, the water-carrier, has paid to the one who has sold (it) to him,

15. Qolte b. Chael b. 'Uraiq, the Christian, the silk-mercer, the whole of the price mentioned herein, the amount of which is four dinars of al-Mustanjir, full weight,

16. and five quarter (dinars), full weight, of al-Mu'izz, handed over to the seller according to the market-value. So he has received it from him as a cash-payment (paid) into his hand(s) fully and entirely, and he has given him a quittance for

17. it by means of a receipt (acknowledging that he has) received for him(self) fully and entirely the whole of it, which releases him from any affirmation or proof or oath for any causes or reasons whatever; and the seller has handed over to

18. the one who has bought from him all in respect to which the (above) mentioned sale was effected, and he (the buyer) has taken it over from him and it has become his own and has passed into his hand(s) and possession, and has become his own property,

19. he having free disposition of it according to the free disposition of proprietors over their property, and this after their having been aware of what they both have sold and bought (respectively), and their having examined all of it and their having effected it (the transaction). So they both have bargained

20. together according to what the rule of Islamic law of sale and covenant and the guarantee of indemnity and the fulfillment of its conditions makes obligatory, and the seller has become responsible to the one who has bought from him for all claims

21. according to his responsibility, (be he) alive or dead, and out of his own means. But should any evil consequences (sindicatio) comes to this buyer respecting that about which this above mentioned (it) took place or respecting any part of it or any rights (connected with it)

22. from any person at all, it is incumbent upon the one who sold (it) to him to indemnify him for any claim that may be made upon him in respect thereto. (The following witnesses) have testified to the acknowledgment by the seller respecting the sale and his taking over the whole of the price (above) mentioned,

23. and by the buyer respecting his having taken possession for himself of all that is herein after (it) had been read to both of them, so that they have acknowledged that they have understood and comprehended it entirely, they being in a state of sound mind and body, and capable of transacting

24. their business, voluntarily, without compulsion and not against their will and not under constraint, and (it) has been written in the middle decade of the month of Ramdhan of the year four hundred and forty one.

25. And herein (l. 6) are (to be found) words added, viz. "to a well", and a word corrected (l. 12), viz. "four" and it is right. (The following witnesses have) testified to it.

26. 'Abdallah b. 'Abdul b. Tuqa is witness to the acknowledgment by the (above-named) seller and the buyer (27) respecting what (is contained) herein on its date. Ishaq b. Nagha b. 'Ata is witness to the acknowledgment by the seller and buyer respecting what (is contained) herein on its date.

27. 'Ali b. Ibrahim is witness to the acknowledgment by the buyer respecting what (is contained) herein and he has written (it) in his own handwriting.

28. Al-Hasan b. Ibrahim b. Gafa is witness to the acknowledgment by the seller and buyer (29) respecting what (is contained) herein and he has written (it) in his own handwriting on its date.

Al-Hasan b. 'Ali b. Ha's is witness to the acknowledgment by the seller respecting the sale and the receipt of the price (29) in actual coin and the taking possession by the buyer for himself respecting all that (is contained) herein on its date.

(29)
30. Al-'Abbād b. Hibatallāh b. al-'Aqrāb is witness to the acknowledgment by the seller and his receipt of the (above) mentioned price.

31. and the taking possession by the buyer and he has written (it) on its date.

32. Ibrahim b. 'Isa b. 'Abd al-Hamīd is witness to the acknowledgment by the seller named in this act.

33. and the receipt of all the (above) mentioned price and the taking possession by the buyer for himself respecting all that (is contained) herein and he has written (it) in his (own) handwriting.

34. [and this (took place) in] the m'onth of Ra's the four hundred and forty one.

2. The buyer is also mentioned in no 66a, b 12. For the town of al-Uṣūnūn see no 45a, for the seller no 64, and for his name nūdā the well known Coptic name [MUH] seen in several contracts.

3. The words Sābāt and Sābāt in no 64c, b 68, the well known Coptic name [MUH] rends the well known Coptic name [MHI] seen in several contracts.

4. For the kūkūṣ the see the remarks on no 64, (p. 217) and no 66a, b 68.

5. The button of Ša'abā of the Jābur son of the Egyptian cemetery of Bā Ṭūrbon in no 64c, b 68, the house of Mansūr is also mentioned in no 64c, b 68, for the name of the builder also mentioned in no 64c, b 68.

7. Of the builder's son also in no 64c, b 68, the house of Mansūr is also mentioned in no 64c, b 68, for the name of the builder also mentioned in no 64c, b 68.

8. For the habitation of Gāṣār b. Muḥfrīf cf. no 64a, b 68, for the house of Gāṣār b. Sibā' al-Ṭūsī in no 64c, b 68, for the name of the builder also mentioned in no 64c, b 68.

9. The name of Qōte is not plain legible, the reading offered may, therefore, be taken as provisional.

10. The group عبّد found here and in no 66a, b 68, b 69, b 71, is to be taken as plural of عبّد “beam” (R. Dozy, Supplement, p. 714) or as عبّد “wall-material, wall-stones or ruins,” but as the word عبّد “timber” occurs in similar passages (e.g. no 60a) it can be understood to have the first meaning even if the word عبّد (EBNE) which occurs here and there in the same context (cf. no 60a, b 68, b 71) admits of the second meaning.

12. For dinār of al-Mustansīr cf. no 45a (p. 105), for the dinār Mu’izzī in no 62c (p. 203). Quarters of a dinār, minted in gold, are often mentioned in


16. The formula تأثج corresponds to تأثج in no 70a, and تأثج in F. Berol. 8606a, 111, F. Berol. 8606b.

24. The second decade of Ramadān, 441 A.H. corresponds to the period between 6th and 12th of February, 1050 A.D. For this fashion of dating cf. no 40a, (p. 85) and no 70a, b, 111, 111, F. Pons Bogour, op. cit., no 32 (p. 79), 111, 65 (p. 147). The مال المأطر is used instead of مال المأطر in Cairo. B. E. Ta’īrī, no 1800 left side l. 12, Ta’īrī, no 1801 right side l. 15, 1802 left l. 12, right l. 11, F. Berol. 8604a.

25. For corrections see no 38a (p. 80 ff).

26. ’Abdallāh b. Ahmad b. Taqū and Ibrāhīm b. Naǵā b. ’Athā have also signed in no 66a, 111, For the name نغ cf. al-Dāhān, Mustahb, p. 50.

27. The same name occurs in no 62a, but as the handwriting is quite different we can hardly have to do with one and the same person in both instances.

28. Al-Ḥusayn b. ’Ali b. Ḥārāt has also signed in no 66a, 111.

30. The same person occurs as a witness in no 66a, 111. The name is written in flowing and ligatured characters but there can hardly be a question of a reading or another than the one suggested. In southern Arabic the مأضر corresponds to مأضر as a masculine proper name (cf. M. Hartmann, Der Islamische Orient, II, Die Arabische Frage, Leipzig, 1906, p. 271, 301), and مأضر occurs in southern Arabic inscriptions (see K. Conti Rossini, Christemathes archaico meridionalis epigraphica, Roma, 1931, p. 212) the Greek transcription of it being Λογος and Λογος (H. Wuthnow, Die semitischen Menschennamen in griechischen Inschriften und Papyri des vorderen Ostens in Studien zur Epigraphik und Papyrologie, begr. von F. Bittel, 1, Schrift 4, Leipzig, 1930, p. 16).
(Pl. XVI)


White parchment. 54-8 x 44-2 cm. On recto (on the flesh side) a deed of sale is written in 28 lines, in the main part in light brown ink by the clear, regular hand by which n° 65 was probably also drafted (A, ll. 1-21), the rest of the text by the hands of different witnesses (B ll. 22/23, right, C ll. 22 left, D ll. 23/24 left, E ll. 24-28 right and F ll. 24-26 middle, both in black ink. Diacritical points are frequently wanting, for palaeographical peculiarities see n° 65. On verso (on the hair side) a contract of sale concerning the same object (n° 68) is written in 27 lines with black ink by 8 different hands. The main part of the deed (ll. 1-22) by hand A', ll. 22-27 by the hands of 7 different witnesses: E' ll. 22 left, C' ll. 22/24 right, D' ll. 23 left, E' ll. 25/26 right, F' ll. 25-27 in the middle, G ll. 29/30 middle left, H ll. 25-26 left. Diacritical points are used sparingly. The parchment has been folded in the middle and then parallel to the lines the width of the successive eight folds being no longer clearly discernable.

Place of discovery probably al-Uwaṣṣain.

Complete and in good condition. General number 25422.
الرسول كان الى منزل يعرف بمكان غارف بن منل ان وكهود الحريري منبه به الى منزل جعفر بن
ساع الأไหลئي فاشترى استوروس
الدقيقة يقبل من المكلا الباب بالعصا القزاق بن مينا السقا جميع هذا المنزل المحدود الموجود في هذا الكتاب بحده
وقدودة ومرافقة كلاها
9 بأرضه ومساهمته وسله ووقوعه وتبليه وكل قليل وكثير هو له داخل فيه وكل قليل وكثير هو له
خارج منه وما هو معروف به
10 ومنسوبي الله وهمه وينامه عامره وتمامه صفة واحدة ينده مبلغة أربعة دنانير وزائرة جيد الالوان مستنصرة
11 لسلة بالباج من خلال السوق شری صحبها ويباعا لنا مما لا شرط فيه ولحايل ولا استثناء ولا أقالة
ولا عادة ولا رجعة ولا مثونية لا لده ولا
12 لفسخه لا لأجل ولا لأبد ولا هو على سبيل رهن ولا تجارة ودفع المشترى استوروس الثاني بن ينها
إنه الباج له المكلا الباب بالعصا القزاق

13 بين مينا السقا جميع الثمن المكذر وملته أربعة دنانير وزائرة مستنصرة مسلمة لبلب من حق السوق فيفضهم
مته تفدا في هذه ناس
14 وأفادا وإبراء من ذلك برية قيض له واستففا جمعه من كل قول وجمة وعين على جميع الوجوه والأساب كثا
 وسلم الباج الى المشترى
15 منه جميع ما وقع عليه هذا البيع المكذر وتسامه منه وحازه نفسه وصار في بده وكلما ودنا من ماله يحكم
فيه بحكم الملك في أماكهم
16 وذلك بعد معرفته مما تابعا عليه وتقبل منه جميعه واتفاذ منهما له قتبان ذلك بينما على ما يرغب
حكم بيع الإسلام وعهدة
17 وضمان درك وتمام شروطه وتمضن الباج للمشتري منه جميع الدرك في ذنه وجعله وحمسه وذكره وخلافه فما
أدرك هذا المشترى
18 فإن وقع عليه هذا البيع المكذر أو في ما منه ومن حقوقه من درك من أحد من الناس كلهن فعلى البيع
له حفاظة من كل درك يذكره في ذلك

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1. The words 'كان' (can) are pointed in the original.
2. The words 'بما'(twice) and 'حيث'(twice) are fully dotted.
3. The words 'السقا' (saka) and 'تبا'(twice) are thus partially provided with dots.
4. The symbols 'م'(without dots) and 'ل'(without dots) are provided with a disaccritical point.
1. In the name of God, the Compassionate, the Merciful.

2. This is what Isṭorōs, originating from Ṭunis, son of Ṣūs, residing in the town of al-Uṣmûnīn, has bought from the surnamed Abū l-ʿAlî, the silk-mercer, son of Mīnâ, the water-carrier, residing in the town, which is mentioned in this

3. act: he has bought from him with his own money, which God—He is mighty and sublime—has bestowed upon him as a favour, the whole dwelling house entirely and completely, that he (the seller) informed him that it was belonging to him and in his possession and in his hand(s) as a legal possession and a declared right, situated

4. at the north side of this (above) mentioned town, on the hill looking down upon the little church known as al-Bartānos (of the Virgin). Now four boundaries enclose, encompass and surround this dwelling house sold entirely and completely:

5. the southern boundary thereof extends to the lane forming from both sides the thoroughfare to diverse roads, with which its former first door communicates; and the northern boundary thereof extends to a well

6. known as ʾṣ-Ṣaʿīdī and to Bū Ṭūrbon, the Muslim cemetery, and with this boundary communicates its second door; and the eastern boundary thereof extends to the open area belonging to Būṭūr, the builder, and to the former house of Muḥṣīr,

7. the messenger, and to the dwelling house known as the former habitation of Ǧaṭārīf b. Mufliḥ; and the western boundary thereof extends to the dwelling house of Ǧaʿfar b. Sībā, originating from Ḫbāda. Isṭorōs,

8. originating from Ṭunis, son of Ṣūs, has bought from the surnamed Abū l-ʿAlî, the silk-mercer, son of Mīnâ, the water-carrier, the whole of this dwelling house defined and described in this act, to its limit and its boundaries and all its appurtenances,

9. with its land and its sky, and (including) what is below and above the surface, and its beams and its building(s) and its fore-courts, and all of little and much connected with it within, and all of little and much connected with it without, and what is known as appertaining

10. and relating to it, (be it) outside or inside, inhabited or empty; in one striking (of hands), for a price which amounts to four dinars in full weight good gold-coins of al-Mustanṣîr
11. handed over to the seller according to the market-value, in form of a valid purchase and an effectual (and fully) completed sale in which is no condition and no option (of return) and no reservation and no rescission (by mutual consent) and no possibility of recurrence and no proviso of the right of reversal and no reserving (of the right) either to return it or
to annul it, either temporarily or for good, and it is not in the way of a pledge nor an exclusive bequest. And the buyer Isitôrûs, originating from Timâs, son of Bîsâ, has paid to the one who has sold it to him, the surnamed Abu'l-‘Alâ, the silk-mercer,
13. son of Mînâ, the water-carrier, the whole of the above mentioned price, the amount of which is four full weight dinârs of al-Mustansîr, handed over to the seller according to the market-value. So he has received it from him as a cash-payment (paid) into his hand(s) fully,
14. entirely, and he has given him a quittance for it by means of a receipt (acknowledging that he has) received for himself fully and entirely the whole of it, which releases him from any affirmation or proof or oath for any causes or reasons whatever; and the seller has handed over to the one who has bought
15. from him all in respect to which the (above) mentioned sale was effectèd, and he (the buyer) has taken it over from him and has acquired possession of it for himself and it has passed into his possession and his hand(s) and has become his property, he having free disposition of it according to the free disposition of proprietors over their property,
16. and this after their having been aware of what they both have sold and bought (respectively) and their having examined all of it and their having effected it (the transaction). So they both have bargained together according to what the rule of Islamic law of sale and covenant
17. and the guarantee of indemnity and the fulfilment of its conditions makes obligatory, and the seller has become responsible to the one who has bought from him for all claims according to his responsibility, be he alive or dead, and out of his own means. But should any evil consequence (vincitaciô) ensue to this buyer
18. respecting that about which this (above) mentioned sale took place or respecting any part of it, or any rights (connected with it) from any person, it is incumbent upon the one who has sold (it) to him to indemnify him for any claim that may be made upon him in respect thereto.
19. (The following witnesses) have testified to the acknowledgment by the seller respecting the sale and his taking over the whole of the price mentioned, and by the buyer respecting his having taken possession for himself of all that is herein, after (it) had been read to both of them, so that they have acknowledged that they have understood
20. and comprehended it entirely, they being in a state of sound mind and body and capable of transacting their business, voluntarily, without compulsion and not against their will and not under constraint, and (it) has been written
21. in the first decade of Rabî' I of the year four hundred and forty two. (The following witnesses) have testified to it.
22.’Abdallah b. Ahmad b. Taqû is witness to the acknowledgment by the seller and buyer (23) respecting what (is contained) herein on its date.
Ishâq b. Nağî b. ‘Atâ is witness to the acknowledgment by the seller and buyer respecting what (is contained) herein on its date.
23. Al-'Abbad b. Hibatallah b. al-'Aqrab is witness to the acknowledgment by the seller respecting the sale (24) and the taking over the whole of the (above) mentioned price and the taking possession by the buyer respecting what (is contained) herein on its date.
24. Al-’Husain b. ’Ali b. Hafs is witness (25) to the acknowledgment by the seller named in (26) this act not respecting the sale (27) and the taking over the price respecting what (is contained) herein on its date (28) and the taking possession by the buyer.
’Ali b. Hafs b. ’Ali b. Hafs is witness to the acknowledgment by the seller (29) respecting the sale and the taking over the above (mentioned) price and the taking possession by the buyer respecting what is herein (30) and he has written in his (own) handwriting on its date.
2. The buyer is also mentioned in n° 61 but here his name is written 'Aqrâb. While the form of the inscriptions in the inscription occurs also in PER inv. ar. pap. 6007, 4. Both forms are the rendering of Coptic eқyptwoc (J. E. Quibell, Excavations at S 고warm. D 9078, n° 166, p. 58 col. 59; cf. Vigour in F. Pilgrux, Namensbuche, col. 153, besides eқyptwoc in W. E. Arch, Coptic Ostrack, n° 437, p. 73, Ciliation Bku n° 188 b, 2/3, eқyptwoc

4. For the chapel of the Virgin see no. 64, 65, 66, 68.

5. The well as-Sa'di is mentioned also in no. 64, 65, 66.

6. For Bū Ţūrbon see no. 64, 65, 66; Boqtor, the builder is mentioned also in no. 64, 65, 66, the house of Mansūr in no. 64, 65, 66.

7. For the localities referred to here see no. 65, 66 (p. 236).

8. For as-Sa'di see the remarks on no. 65, p. 226.

21. The first decade of Rabi'I, 442 A.H. corresponds to the period between the 24th of July and 2nd of August, 1050 A.D. For the fashion of dating followed here cf. no. 40, p. 85.

22. 'Abdallāh b. ʿAbdullāh b. Taqā and Iḥṣāq b. ʿAbdullāh b. 'Atā have witnessed also in no. 65, 66.

23. We encounter the same man in no. 65.

24. 'Ali b. ʿAbdullāh has signed also in no. 65, his son al-Ḥusayn in no. 65.

67

(Pl. XVII)

Inv. no. 123 (=Ta'dīr no. 1793). Safar, 450 A.H. (30th March to 28th April, 1058 A.D.).

White parchment. 36 x 22 cm. The text of the contract is written on the flesh side in 24 lines in black ink by four different hands; II, 3–20 by a clear, regular hand (A), II, 1–2 (B), 21–22 right side (C) and 23–24 left side by different witnesses. Diacritical points are occasionally used.

Verso blank.

Place of discovery probably al-Fayyūm.

Complete, in good condition.
ورفقيباً، وإن الخندق الثالث الشرقي يتبني إلى الدار القرية التي لـُهِيَها إبنت أبي السرير وـِّـٰ: فيه يسـْرُع بـِهـ ودأـ، يمـِينه.

الله والخندق منخذه، والخندق الشرقي يتبني إلى منزل شمس شميش وهو دار يوهم صحراء وكثيره قورة وما يخصه.

11 من الخندق، مما الخندق، يتزامن بها، سلطان: فشبي إبنت أبي السرير وـ أرب الفرد وـدأـ، يمـِينه، وأربـ، يمـِينه، وتعزـ، يمـِينه، وأربـ، يمـِينه، وكما يصرف، إن الخندق.

12 جميع ما ذكر ووصف في بابها، وغيرها، ووصفه ووصفه، ووصفه، وأرب الفرد وـدأـ، يمـِينه، وأرب الفرد وـدأـ، يمـِينه.

13 له، وبوسـ، يمـِينه، وصفه، ووصفه، ووصفه، ووصفه، وأرب الفرد وـدأـ، يمـِينه، وأرب الفرد وـدأـ، يمـِينه.

14 الإسلام ووصفه، إن شاء الله وـدأ، يمـِينه، وأرب الفرد وـدأـ، يمـِينه، وأرب الفرد وـدأـ، يمـِينه.

15 دينار واحد ووصفه، إن شاء الله وـدأـ، يمـِينه، وأرب الفرد وـدأـ، يمـِينه.

16 ممـ، ما الخندق، ووصفه، ووصفه، ووصفه، ووصفه، ووصفه، وأرب الفرد وـدأـ، يمـِينه، وأرب الفرد وـدأـ، يمـِينه.

17 إبـ، ما الخندق، ووصفه، ووصفه، ووصفه، ووصفه، ووصفه، وأرب الفرد وـدأـ، يمـِينه.

18 الناس كـ، ما الخندق، ووصفه، ووصفه، ووصفه، ووصفه، ووصفه، وأرب الفرد وـدأـ، يمـِينه.


20. Only the left side of line 21-22 was occupied originally by the signature of another witness, but the four or five letters visible are too faded to justify any positive reading. — 23-24. The Ms. seems to present a mix of reading, the reading given with the text was proposed by James E. Hume Hume of the school of Oriental Studies in the American University, Cairo.
3. In the name of God, the Compassionate, the Merciful.
4. This is what Abuille and Abu'll-Badr, the sons of the surnamed Abu's-Sari b. Helia, have bought from their maternal uncle Cyril b. Abuille, they being
5. numbered at this time among the people of the domain known as Buğşūq Teras, one of the villages of the district of al-Fayyum; they both have bought from him in one striking (of hands) and one contract the whole of
6. his share inherited from his father, Abuille b. Ishāq, of the great dwelling house east of the ancient mosque in this afore-said domain. Now four boundaries enclose
7. and surround this dwelling house; the first boundary, viz. the southern, extends to the open area of Yoḥannes b. Bardesane and the vacant space at the south of it as far as the dwelling house
8. of Yaaqūq; and the second, the northern boundary, extends to the share appertaining to this dwelling house, forming a part of that (property) which has been divided into the three houses of his brothers Qurū
9. and Ramaqil; and the third, the eastern boundary, extends to the large house, which belongs to Bilhecu, daughter of Abuille, with which the door of this dwelling house communicates, so as to afford entrance to
10. and exit from it; and the fourth, the western boundary, extends to the dwelling house of Theodor b. Ishāq, (this) now a house destroyed by fire and entirely unoccupied, and such free space as belongs to it,
11. including the (wall) stones as far as the uncovered roof. Abuille and Abu'll-Badr, the sons of the surnamed Abu's-Sari b. Helia, have bought
12. all that is mentioned and described herein to its limit and its boundaries and (including) what is below and above the surface, and its sky and its land and its open areas and its fore-courts, and all that is known as appertaining
13. and relating to it in form of a right, valid, effected purchase in which is no condition and no promise and nothing that can bring about a loss and no option (of return) and no deposit and no pledge, according to Islamic
14. sale and to their (the Muslims) covenant, (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 aim, for a price which in gold-coins amounts to three dinārs, the half thereof being

15. one and a half dinār. Their maternal uncle Cyril b. Abuille has received the whole of this (above) mentioned price fully and entirely. So they have all separated
16. from one another bodily to their mutual satisfaction, and quittance for all (this) has been given by a man in the quick, and should any evil consequence (vindictas) with regard to this their purchase or any portion thereof ensue to
17. Abuille and Abu'll-Badr, the sons of the surnamed Abu's-Sari b. Helia on the basis of any contention or litigation on the part of any
18. other 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 inheritances, (then this) falls upon their maternal uncle
19. Cyril b. Abuille whatever it might be or amount to, and with regard to this (purchase) witnesses have been called respecting their obligations they being in a state of sound mind and body and capable of transacting
20. their business, in 548 of the year four hundred and fifty. Praise be to God, as He is worthy thereof.
21. Bil Sahil b. Hālaf b. Ibrahim, the muezzin, is witness to the acknowledgment by the acknowledging (23) respecting what (is contained) herein and he has written (it) with his (own) hand on its date (23). Praise be to God, as He is worthy thereof. Nāḥār b. Sulimān b. Idris is witness (23) to the acknowledgment by the acknowledging respecting all that (is contained) herein, and this (23) after the most careful attention. Valid.

1. This has been proved in my presence and Salim b.
2. Yazīd has written (it) in his (own) handwriting on its date.
4. For the persons concerned here see the remarks on n° 651, 652, 189.
5. For the village of Buğşūq Teras see n° 544 and p. 151.
6. Abuille b. Ishāq occurs also in n° 544, 61b, 62b ff.
7. Yoḥannes b. Bardesane is mentioned in n° 545. The third word from the end is very indistinct.
8. For the house of Yanûq cf. no 61, 62. ٰبٰت is probably Coptic καιρα (G. Hauers, Die Personennamen der Kopten, I, p. 88) a variant form of καιρος; cf. also καιρα in F. Pichot, Namenbuch, col. 171 and no 60a, and καιρα in H. R. Hall, Coptic and Greek texts of the Christian Period, p. 123.

9. For Bifilea cf. no 60, and the genealogy given on p. 196. The name Rafrall occurs also in no 54a.

10. The house of Theodor, son of Isaak, is mentioned also in no 61, 62.; for the signification of the two slanting stokes concluding this line and ll. 11, 13, 19 cf. p. 82.

12. For the form ٰبٰت cf. no 54a (p. 152).

14. For the mention of the half of the price immediately after the stipulated sum see no 54a (p. 152 ff.).

20. The Safar of the year 450 A.H. began on the 30 of March and ended with the 28th of April, 1668 A.D. For the formula ٰبٰت cf. no 54a.


(Pl. XVIII)


For the description see no 66 (p. 228).
14 في هذا البند المذكور قبضه منه تقدا في هده نورها وافية وإبراه منه ومن جمعه في بقية واضع باستيقج بجميعه من كل قول وينيب وجه
15 على جمع وجه الأسابق كلا وسلم البائع الي المشترى المعينين في هذا الكتب قفصة منه وحازه نفسه وصار ماليا من ماله يحكم فيه.
16 يحكم المالك في أملاكنا وذلك بعد معرفة منه لما تابع عليه وتقليب منه بجميعه واتفاقان منه له ما يلبى.
17 حكم بيع الإسلام وعهدنا وضمان درك وتسام شروطه وتضم البائع للمشتري منه جميع الدوك في ذمته وحياه وصافا وفاصلا.
18 مالا ما أدار هذا المشترى فيه وعى هسا البائع المذكور أورد في شيء منه من درك من أحد من الناس في كنهم لقال الراجع له خلافه.
19 من كل ذلك يدرك في ذلك أو في شيء من حقوقه شهد على إقرار البائع البائع وقبضت جميعا التمو المذكور.
20 جمعهما ما فيه بعد أن قرى عليها فأتنا بهمه ومعروفة جميعا في سمعة عقولنا وإبناها، و蜎 فتوى وأمورها طالب نه مكرها ولا مجارين.

7. مس مراجع (for the remarks of this page).
8. مس مراجع (for the remarks of this page).
9. مس مراجع (for the remarks of this page).
10. مس مراجع (for the remarks of this page).
11. مس مراجع (for the remarks of this page).
12. مس مراجع (for the remarks of this page).
13. مس مراجع (for the remarks of this page).
14. مس مراجع (for the remarks of this page).
15. مس مراجع (for the remarks of this page).
16. مس مراجع (for the remarks of this page).
17. Only the left of this line is added above the line by the scribe.
1. In the name of God, the Compassionate, the Merciful, and my success is only with God, in Him do I trust and to Him shall I return.

2. This is what Rahlân b. Naşân, known as al-‘Aqlânî, belonging to the body of the Berber slaves, employed in the district of al-Umâmânîn, has bought from Isîfûrâs, originating from Tinîs, son of Bîsâ, the Christian, residing

3. at this time in the town mentioned in this act: he has bought from him with his own money, which God—He is mighty and sublimely—has bestowed upon him as a favour, the whole dwelling house entirely and completely, that he (the seller) informed him that it was belonging to him and in his possession

4. and in his hand(s), as a legal possession and a declared right, situated at the north side of this (above) mentioned town, on the hill looking down upon the little church (known) as al-Bârûn (of the Virgin). Now four boundaries enclose, encompass and surround this dwelling house,

5. sold entirely and completely: the southern boundary thereof extends to the lane forming from both sides the thoroughfare to diverse roads, with which its former first door communicates;

6. and the northern boundary thereof extends to a well known as as-Sâ‘î and to Bî Tûrûn, the Muslim cemetery, and with this boundary communicates its second door; and the eastern boundary thereof extends to the open area belonging to Bûqûr, the builder,

7. and to the house known as formerly belonging to Mânsûr, the messenger, and to the dwelling house known as the former habitation of Gâfârîfî, then this (house) passed to the Amîr Nâhid ad-Dâlî who directs it (the empire) to prosperity; and the western boundary thereof

8. extends to the dwelling house of Gâ’far b. Sîbî, originating from Ibîbêda. So the aforesaid Rahlân b. Naşân, known as al-‘Aqlânî, belonging to the body of the Berber slaves, has bought from Isîfûrâs b.

9. Bîsâ, originating from Tinîs, the Christian, the whole of this dwelling house, defined and described in this act, to its limit and its boundaries and all its appurtenances, with its land and its sky, and (including) what is below and above the surface,
10. and its beams and its building(s) and its fore-court and all of much and little connected with it within, and all of little and much connected with it without, and what is known as appertaining and relating to it, (be it) outside.

11. or inside, inhabited or empty, for a price which amounts in gold-coins to five dinārs less a third of a dinār, good gold-coins of al-Mustanṣir, handed over to the seller according to the market-value,

12. in form of a valid purchase and an effectual (and fully) completed sale in which there is no condition and no option of return and no reservation and no rescission (by mutual consent) and no possibility of recourses and no provision of the right of reversal and no reserving (of the right) either to return it or to annul it,

13. either temporarily or for good, and it is not in the way of a pledge nor an exclusive beguest. And the buyer has paid to the one who has sold it to him—both mentioned in this act—all (the price) for which this (above) mentioned sale

14. was effected. Thus he (the buyer) has received it from him as a cash-payment (paid) into his hand(s) fully, entirely, and he has given him a quittance for it and for all of it by means of a receipt (acknowledging that he has) received fully and entirely the whole of it, which releases him from any affirmation or oath or proof

15. for any causes or reasons whatever; and the seller has handed (it) over to the buyer, both of whom are mentioned in this act, and he has taken it over from him and has acquired possession of it for himself and it has become his own property, he having free disposition of it

16. according to the free disposition of proprietors over their property, and all the after their having been aware of what they both have sold and bought (respectively) and their having examined all of it and their having effected it (the transaction). So they both have bargained together according to what the rule

17. of Islamic law of sale and covenant and the guarantee of its indemnity and the fulfillment of its conditions makes obligatory, and the seller has become responsible to the one who has bought from him for all claims according to his responsibility, be he alive or dead and out of his own

18. means. But should any evil consequence (indiscription) ensue to this buyer respecting that about which this (above) mentioned sale took place or respecting any portion thereof from any person whatever, it is incumbent upon the one who has sold (it) to him to indemnify him

19. for any claim that may be made upon him in respect thereto or any rights (connected with it). (The following witnesses) have testified to the acknowledgment by the seller respecting the sale and his taking over the whole of the price mentioned and by the buyer respecting (his) having taken possession for himself

20. of all that (is contained) herein, after (it) had been read to both of them, so that they have acknowledged that they have understood and comprehended it entirely, they being in a state of sound mind and body and capable of transacting their business, voluntarily, without compulsion and not against their will,

21. and it has been written in the first decade of Šawwāl of the year four hundred and fifty nine; and herein has been added a word, viz. "Rāfīq" (1.8) and also another, viz. "and what is known" (1.10),

22. and a correction of a word, viz. "and their body" (1.20) and testimony has been given to this.

'All b. Ahmad b. Ja'far is witness to the acknowledgment by the seller and buyer respecting what (is contained) herein and he has written in his (own) handwriting on its date. Valid.

23. 'Ali b. Muhammad b. 'Abd, originating from the Ma'ārib, is witness to the acknowledgment by the buyer and seller, both acknowledging what (is contained) herein, (24) and he has written (it) in his (own) handwriting on its date.

24. and by the buyer respecting the sale and his receipt (of the) mentioned price and the taking possession by the buyer of what (is contained) herein.

25. Muhammad b. Isā b. Ubaidah is witness to the acknowledgment by the seller respecting the sale and his receipt of the price and the taking possession by the buyer of what (is contained) herein. Valid.

Nāfi b. 'Abd b. Jābir b. 'Ali is witness (26) to the acknowledgment by the seller respecting the sale and his receipt (27) of the mentioned price and the taking possession by the buyer of what (is contained) herein.