

Originalveröffentlichung in: James Keenan, Joe Gilbert Manning, Uri Yiftach-Firanko (Hg.), *Law and legal practice in Egypt from Alexander to the Arab Conquest. A selection of papyrological sources in translation with introductions and commentary*, Cambridge 2014, S. 325-338

6.6 The Byzantine era: Greek, Coptic, and Arabic sales

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All six of the specimens selected here belong to the category of sale of real property. The earliest text of the selection, *P.Münch.* 1 11 (6.6.1) from Syene, dated to AD 586, concerns a suite of rooms in a house located at that town. Although written by a trained lay scribe, not by a professional notary, it gives a nice example of the fully evolved technical skills of the

Greek Byzantine chancellery rhetoric, a prose meant to impress, but at the same time a functional style, exerted to make every relevant point of a legal event as certain as possible (cf. above, 2.7). *P.KRU* 6 (6.6.2), forming part of the almost purely Coptic papyrological dossier of the Upper Egyptian town of Djême, is an eighth-century AD example of the same rhetorical style, now adapted to Coptic means of expression. Roughly contemporary to the latter, the Coptic document *P.Mon.Apollo* 24 (6.6.3) records a sale of pasture land, using a rather short and plain scheme. The document belongs to the large though badly dispersed archive of the monastery of Apollô south of Ashmunein, well known under the name of Bawît, one of the few sites providing papyrological as well as archaeological evidence. The following two items, *P.Lond.Copt.* 1 673 (6.6.4) and *P.Teshlôt* 2 (6.6.5), belong to the rare specimens of late Coptic legal documents (cf. also the late Coptic lease *P.Lond.Copt.* 1 487 = 7.4.7 below). The Hellenistic flavor of the earlier Coptic legal language has faded entirely; instead, single words and phrases of these latecomers mirror the scribes' acquaintance with Arabic legal terms and schemes, which may be exemplified by an Arabic deed of sale, *P.Cair.Arab.* 1 57 (6.6.6).

6.6.1 Greek sale of parts of a house

P.Münch. 1 11 (= Bavarian State Library, papyrus inv. 100, 2nd edn. D. Hagedorn) (Syene, 7 October AD 586). Images in *P.Münch.*, Plates XXII–XXV.

A complete papyrus scroll of 140 cm height and 32.5 cm width, consisting of eleven leaves pasted together; the text running in one column of eighty-one lines *transversa charta*, which means in vertical format, top down. The document is dated to the fifth regnal year of the Emperor Mauricius Tiberius, his third consulate, and a day date within the fifth year of indiction, corresponding to the 7 October AD 586, thus being in perfect accordance with Justinian's *Novella* 47 of 537, requiring a tripartite dating system for legal instruments, consisting of the regnal year (starting with the day of accession to the throne), the consulate (at that time mostly held by the emperors themselves), and the indiction year. This large document belongs to the private archive of a man called Aurelius Paternuthis who lived and worked at the late sixth- and early seventh-century town of Syene (modern Aswan), an important garrison near the southern border of the Byzantine empire. Aurelius Paternuthis was the son-in-law of Tapia, the daughter of Tsios and Mariam, who was the vendor in the present sale. A few years later (*P.Münch.* 1 12), Aurelius Paternmouthis bought back Tapia's parts of the very house for the same price of five *solidi* from Flavius

Kyriakos, the addressee of the present sale, and on this occasion, 6.6.1 may have come into his archive. The elaborate, rhetorically stylized text (for this see above, 2.7) is composed of a number of non-specific formulas at the beginning and end of the document, and a number of specific formulas in the deed corpus. The deed corpus starts with the vendor's declaration that he sells by free will, followed by a detailed description of the sale object and its location, a clause acknowledging the receipt of the sales price, a clause by which the vendor promises to indemnify the purchaser against any claim, and a penal clause against anybody who attempts to contest the present sale.

The translation by Porten and Farber (1996: 522–25) is followed.

Recto

Dating clause: † In the fifth regnal year of the reign of our most divine ruler Flavius Mauricius Tiberius, the eternal Augustus, the Emperor and greatest Benefactor, and the third year of the consulate of this very ruler of ours, in (the month) Phaophi the 10th, in the fifth year of indiction, at Syene.

Address: † Aurelia Tapia daughter of Tsios by my mother Mariam, acting without her husband as a guardian, originating from Syene, also bringing in a writing assistant, who thereafter signs on her behalf, and witnesses, who thereafter testify to this written, sure deed of sale upon her order †, to Flavius Kyriakos son of Menas, cavalryman of the *numerus* of Syene, greetings.

Deed corpus: I, the aforementioned Tapia, am declaring by this written sale document of mine, voluntarily and being convinced, without any fraud and fear and violence and deception and compulsion and robbery and flattery and contrivance, without any malice and malignity and knavery and any reduction, but with voluntary awareness and guileless decision and clear conscience and right-mindedness, in accordance with this unified/uniform/unilateral written record, that I have sold to you today and signed over to you, by the law of sale and in eternal possession and in every completest right to power, the half part belonging to me of an entire house, in the condition as it is, from the ground to the airspace, of which (house) the other half part belongs to Jacob, my departed husband; further, that I have simultaneously sold to you the half parts⁴¹

⁴¹ Actually, the possession of these so-called "parts" is not real, but means the right to joint use.

belonging to me of all appurtenances, of the forecourt, of the portal and of the terrace and of the atria and of the oven – in short, entirely in accordance with the deed of sale formerly issued in my and my deceased husband's name; and this house is located at Syene at the southern side of the fort and at the lane of the public camel stable of the parcel-post of Philae and of the house of Abraamios son of Pachymios. The neighbors of the entire house of which I sold you the half part owned by me – from the chamber on the first floor northward to the public street, and from the dining room above it on the second floor westward to the plane of the terrace, and from the (chamber) beneath the terrace, or (so-called) *khrêre*,⁴² on the first floor and from the southern dining room on the third floor northward to the common atrium, and from the airspace above it up to the airspace,⁴³ and from the eastern Great Hall up to the airspace and the half of all appurtenances from foundations to the airspace – are like this: on the south: the dark and narrow street and the house of Abraamios son of Pachymios; on the north: the public street; on the east: the house of Abraamios son of Pachymios; on the west: the house of Allamôn son of Patechnumios, and whosoever may be neighbor everywhere and from every side, as I also dictated by word of mouth. And I have nothing at all left unsold of this aforementioned half part of a house and all its appurtenances from the foundation up to the airspace, which came to me by lawful purchase from John, who is also called Papsios, and to him by parental succession according to the validity of the earlier deed of sale, while the sales price which we agreed upon with each other and which pleased both of us comes to five *solidi* of minted, genuine gold according to the weight standard⁴⁴ of Syene, = 5 g(old) so(lidi) according to the weight standard of Syene, which complete and fair sales price I received from you, Kyriakos, the purchaser, from (your hand) to my hand out of your house, (here) at Syene, in full number and weight, on the present day. And I warrant you the sale by every warranty in every way against everybody who will proceed or make a claim against you. (As for) the one who will proceed or make a claim against you, I myself, the vendor, will reject him and clear up (the issue) for you at my own expense and expenditure according to the law of sale and warranty, so that you, Flavius Kyriakos, the purchaser,

⁴² This word is a Greek transcription of the Egyptian designation of a certain part of houses somewhere under the staircases; cf. above, 3.4.2.

⁴³ That means the space above it without limitation, e.g., in order to build up a further floor.

⁴⁴ Literally, "balance" or "scale."

henceforth shall be lord and proprietor and be governing and administering and constructing and selling and donating and reselling and exchanging and leaving to children and grandchildren and doing and acting with it in every way unhindered and unprevented, and (I declare) I will not take you to court or (even) try to take you to court, nor shall anybody else, acting on my behalf, be it from my heirs, children or grandchildren, or somebody of those being close to me by kinship on my father's side or on my mother's side, at this time or at any time in any way under any pretext, be able to take you to court or to sue or to bring about an arbitration against you for this issue. (As for) the one who shall dare to sue you or to make a claim against you or to infringe or to shake this deed of sale, this shall not be of advantage to him, but he shall pay twice the aforementioned sales price as a fine for violation, and nothing shall prevail against what is written in this deed of sale, but even reluctantly he shall abide by it as if it had been deposited in a public archive, because no compulsion nor any violence, deception or fraud is laid upon me, because it was rather agreeable to me like that, to have sold you the aforementioned half part of a house and the half part of all accompanying appurtenances, and to have received from you the complete sales price as inserted (in the text above), (namely) five *solidi* of gold according to the weight standard of Syene, and to have issued this deed of sale as a guarantee for you, being valid and sure and untearable and unshakeable and lawful wherever it will be produced and exhibited, bearing the signature of the one who signs for me on my request.

Stipulation: And in answer to the formal question face-to-face, I have personally given my consent, and I released (this deed).

(2nd hand) I, Aurelia Tapia daughter of Tsios by my mother Mariam, from Syene, the aforementioned, have sold the full half share of a house from foundation to airspace, with every right to it, and I have received from you the above-written price in full in five *solidi* of the weight standard of Syene, and I shall warrant this sale for you with every warranty, and all the things written herein are agreeable to me, as stated above. I, Flavius Theodoros son of Abraamios, soldier of the legion (*numerus*) of Syene, after she asked me, wrote on her behalf because she is not able to write +

There follow signatures of five witnesses, each signing in his own hand. Three are soldiers of the legion (*numerus*) of Syene, one an archdeacon of

the church of St. Mary at Syene, one an *ekdikos* ("public defender") of the city (Latin *defensor civitatis*) of Apollonopolis, mentioning he has been present at Syene by pure chance.

Completion note by the scribe: (8th hand) † Written by me, Markos son of Apa Dios.

On verso, docket, mostly abbreviated: Sale of half part of a house from foundations up to airspace, sold by Tapia daughter of Tsios and her widowed mother Mariam, from Syene, at price of 5 gold *solidi* in the weight standard of Syene.

6.6.2 Coptic sale of a courtyard

P.KRU 6 (= London, British Library Or. 4872; Crum 1912: 22–23, no. 6; German translation by Till 1964: 96–98) (Djême, 14 August AD 758)

A papyrus scroll, 64 cm in height by 21.5 cm in width (3 *selides*, i.e., leaves pasted together); the text is written in thirty-eight lines *transversa charta*, i.e., in vertical format; on the back, a docket summarizing the record's content. After traces of a stamped protocol in Arabic indicating the fabrication year of the papyrus, as usual on the "end-paper" of papyrus scrolls, the written text starts with a dating formula that refers no longer to a Byzantine ruler (as still in 6.6.1), but to a much more modest figure, a local dignitary of Djême. Its general structure, clauses, and single phrases strongly resemble those of the Greek 6.6.1 dated more than 150 years earlier (cf. above, 2.7). The self-introduction of the issuer and addressee and the issuer's declaration of acting by free will are followed by a description of the sale object, a courtyard, whose location is specified by reference to its neighboring estates according to the four directions. The vendor acknowledges the receipt of the full sales price of two *trimesia* (= $\frac{2}{3}$ *solidus*), guarantees to forfend from the purchaser any claim against the sale, and imposes a penalty on anybody who should contest the sale.

Recto

Remains of the stamped protocol in Arabic: In the name of A[llah, the Merciful, the Compassionate . . .] in the year [. . .]

Invocation formula and issuing date: † (Greek) In the name of the holy and vivifying, consubstantial Trinity, of the Father and of the Son and of the Holy Spirit. Written in the month Mesore, 21st, 11th (year of) indiction.

† Under our master Flavius Komes son of the late Chaël, the *dioikêtês* (administrator) of Kastron Memnonion.⁴⁵

Introduction of the issuer and of the addressee, declaration of free will, and description of the sale object: † I, Senouthios son of the late Enoch, inhabitant of Kastron Djême in the district of the city of Ermont (i.e., Hermonthis), cause hereafter the signature of the one who will sign for me, and the honest and trustworthy witnesses to testify for me upon my own request and my order, I am writing without any fraud and fear and violence and deception and robbery and circumvention, no compulsion at all being laid upon me, but by my own, heartfelt desire and my decision. I sign over and sell to you, Aron son of the late Senouthios, my part of the courtyard (at the street) of the people of Pshoumare, which has come upon me from my late parents, the boundaries of which courtyard I will show you now according to its traditional position:

- (in the) west: the house of Petros son of Zacharia,
- (in the) east: the new street inwards to your house,
- (in the) north: (the house of) David son of Kyriakos,
- (in the) south: the public street and the main gate.

Receipt of the sales price and transfer of ownership: The sales price that we agreed upon with each other and that pleased both parties comes to two *trimesia* of gold – (Greek) total, *solidus* ²/₃, two-thirds, (of) pure (gold), according to the weight standard of Kastron Memnonion. (Coptic) The complete sales price came to me, paid from hand to my hand, in good gold. As from now, it's up to you, Aron son of Senouthios, the purchaser and the one aforementioned above, that you shall come in and be lord and become proprietor of my part of this courtyard, being the fourth part (of it), from now until eternal times, yourself and everyone who will follow you.

Penalty clause: As to one who will dare to proceed against you, be it myself or a child of mine or a sibling of mine or (someone) on my father's side, or (someone) on my mother's side, firstly, that one shall not find any advantage, but he shall be alienated from the (oath by) the Father and the Son and the Holy Spirit; further, he shall be forced to agree (*lit.* "to come close") to this deed, apart from the fine and the penalty that will be fixed

⁴⁵ The Upper Egyptian town called Djême in Coptic, alternatively transliterated in English as Jême, bore the Greek name Kastron Memnonion after the two colossal statues of the pharaoh Amenophis III standing nearby, the so-called colossi of Memnon. The term Kastron, the Latin *castrum*, points to its earlier status as a Roman garrison; see Wilfong (2002).

upon him. For your surety now, I issued this deed of sale for you; it is sure, it is valid at every place where it will be produced. And in answer to the formal question I have personally given my consent (to this deed) as set forth.

Signatures of witnesses: (2nd hand) † I, Anastase son of Philôthis, I am witness; I, Leontios son of the late Aristophane, I wrote for him and I am witness. †

Completion note by the scribe: † (Greek) Written by me, Swai son of the late Philoth(eos) †.

Docket on verso: † Senouth(ios) son of Enoch, my part of the courtyard being at the street of the people of Pshoumare; its boundaries: (in the) west, the house of Petros (son of) Zach(aria); (in the) east, the street inwards; (in the) north, the house of David (son of) Phil.; (in the) south, the street inwards and the main gate. The sales price: *solidus* $\frac{2}{3}$.

6.6.3 Coptic sale of an estate

P.Mon.Apollo 24 (= St. Petersburg, Papyrus Hermitage Museum inv. 13495; *P.HermitageCopt.* 7; ed. Jernstedt 1959: 35–42, no. 7; re-ed. Clackson 2000: 77–80, no. 24) (Bawit, eighth century AD)

A papyrus, 15 cm in height and 30 cm in width; text written in twelve lines plus two lines of the docket on the verso. Recorded is the transfer of ownership of an estate from the village/farmstead (*epoikion*) of Pôrahêw to the Hermopolite monastery of Apollô, illustrating the continuing existence of communal as well as monastic estates during the first century of Arabic rule of Egypt. In comparison to such elaborate texts as the Greek 6.6.1 and the Coptic 6.6.2, the scheme of this document is conspicuously brief and plain. The estate to be sold is specified as to its quality and size. The receipt of the sales price of 1 and $\frac{5}{6}$ *solidi* by the vendor and the transfer of the complete rights of ownership to the purchaser are stated. It is interesting to see that three of the four representatives of the village, among them two clerics, are unable to write and have to restrict themselves to signing with crosses.

Recto

Address: † We, the community of the farmstead of Pôrahêw, (represented) by me, Isitre, the *hiereus*,⁴⁶ the son of Viktor, together with the deacon

⁴⁶ The term *hiereus* designates an official with responsibility for policing and taxation; see Clackson (2000: 77) with reference to Gascou in *P.Sorb.* II 66–70.

Petre and the presbyter Anouph and Shenoute son of the late Phib and the remaining *epoikion* altogether, we are writing to master Athanase, the abbot (*proestôs*) of the monastery of Apa Apollô:

Deed corpus: After we have come to an agreement with you, and sold you three good fodder-arouras and twenty-five pasture-arouras in the field of our community, which we apportion to you by the *ba*-measuring line of the monastery – (*Greek, in figures*), that makes fodder-arouras 3 plus pasture-arourae 25 – (*Coptic*) we now acknowledge that we have received from you and have been paid out with our sales price according to what we have agreed with each other, namely 2 *solidi* less half a *trimèsion* – (*Greek, abbreviated, in figures*) total: go(ld) so(lidus) 1 (+) ½ (+) ⅓. Now then you are the master and you shall administer them in every way you want. As a surety now for your fatherhood, we issued this guarantee for you, we assent to it, swearing by God the Almighty and the salvation of those ruling over us that we shall watch for the validity of this guarantee in your favor.

Date, stipulation, and witness signs: † (*Greek, abbreviated*) Written in the month Tybi the 21st, 11th (year of) indiction.

(*2nd hand*) I, Isidre † *hiereus*, I assent †

+ + + I assent! (The crosses are) Petre the deacon's mark. †

+ + + I assent! (The crosses are) Anouph the presbyter's mark.

+ + + I assent! (The crosses are) Shenoute son of Phib's mark.

(*3rd hand*) I, Gennate son of Anop, inhabitant of Plêtem in the district of Kôs, I am witness (to) this document that I have heard by the issuer.

(*1st hand, Greek*) I, Mêna, the scribe, I am writing and testifying.

Docket on verso: † (*Greek*) Guarantee issued by Isitre and others of the *epoikion* Pouraêw; [...] as the purchase price (for) fodder (and) pasture (fields), 11th indiction(-year)

6.6.4 Late Coptic sale of two rooms

P.Lond.Copt. 1 673 (= London, British Library Or. 4927(15); ed. Crum 1905: 304–05, no. 673; re-ed. Richter 1999: 85–89) (Fayyum, AD 986/7)

A piece of parchment, 16 × 15 cm. Provenance from the Fayyum indicated by the Coptic dialect of the document. Dated to year 703 of the era of Diocletian, corresponding to AD 986/987. The laconic brevity of this document is a typical feature of late Coptic legal documents (cf. also 7.4.7 below), marking a clear break with the Byzantine chancellery

tradition. The business events are no longer put as going to happen, but as having happened in the past, and the interlocutory style of the Greek *homologia* (cf. above, 2.7) is replaced by the practice of speaking of the addressee in the third person. The document concerns the sale of two items of what is called *li* in Fayyumic Coptic, meaning a “room” or, in a technical sense, the “cell” of a monastery. As all participants in the present transaction bear ecclesiastical titles, the latter meaning may actually be the appropriate one. After a short description of the sale objects, the sales price of 2½ *solidi* is mentioned. The following witness list culminates in the appeal to the witness-ship of Jesus Christ, probably mirroring the contemporary standard phrase of Arabic legal documents *wakâfa billahi, Shidâ* “and God suffices as witness” (Qur’an, Surah 48,28). The terse styling – note, e.g., that the location of the cells is not mentioned but simply taken for granted – points to a merely “internal” function and validity of the document.

† (Greek) With God! (Coptic) In the name of God above all! It is I, the deacon Agau, who has given the two eastern dwelling cells to Apa Makoure, namely the cellar(?)⁴⁷-cell and the dining room⁴⁸ being upon it, and the cell beside the road. The dwelling and the dining room and their storage rooms,⁴⁹ I sold them to him for 2 and a half *holokottinoi*; Apa Papnuti being witness; Apa Chaël being witness, the archdeacon Sisini being witness, the deacon Houmisi being witness, the Lord Jesus Christ being witness upon all of us. According to the era (year) 703.⁵⁰

6.6.5 Late Coptic sale of a house

P. Teshlôt 2 (= Leiden, Rijksmuseum van Oudheiden, F 1964/4.5; ed. Green 1985: 77–78, no. 5; re-ed. Richter 2000: 109–14, no. 2) (Dakhût, AD 1023)

⁴⁷ The word *tarihy* used here is a loanword, perhaps borrowed from a Northwest Semitic language where a noun *darîh* with the meaning “vault, cellar, &c.” exists. But the Greek word *tarikhion* “dried fish” would be a possible candidate too.

⁴⁸ The word *anteran* is borrowed from the Greek *andrôn*, meaning “men’s apartment, banqueting-hall” (*LSJ* 129b); in older and middle Latin (*androne*) also the “passage between two courts of a house” (Du Cange 247a-b). Some rare Coptic instances (BL Or. 6203,53–54; BL Or. 6204,43) have *andrôn* in descriptions of a monastery’s cell (*manshôpe*), consisting of “its cellars, its dining rooms (*andrôn*), its roofs.”

⁴⁹ The Coptic word used here could also mean “threshing floor.”

⁵⁰ “The era” (*pechronos*) means the “era of the martyrs” (*chronos martyron*), as the former era of Diocletian was called by Christians in later times. Starting with the first regnal year of Diocletian AD 284/5, its year 703 corresponds to AD 986/987.

An irregularly shaped piece of parchment, probably left over from the fabrication of a codex leaf; provenance according to internal evidence from Dakhlût, a village south of Hermopolis; dated to year 414 hijra, corresponding to AD 1023. The late Coptic sale document belongs to the private archive of a man called Raphael, son of the deacon Mêna, who spent his life in the south of Hermopolis, eventually living in the village of Dakhlût (called Teshlôt in Coptic); the extant parts of his archive bear evidence of his legal transactions, mainly the transfer of buildings over a forty-year period from AD 1022 to 1063. After the stereotyped invocation formula, the text starts with the introduction of the issuer and the affirmation of his soundness of mind. The purchaser is not directly addressed, but referred to in the third person. The sale object, a house, is specified as to its location. The vendor mentions its sales price of fourteen dinars from the emission of the present caliph Alî az-Zâhir, and acknowledges its receipt. The location of the house is described in the traditional way by indicating its neighbors in the four directions. The deed corpus is completed by a full date. The scribe and six witnesses have signed up with their own hands. The form of their statements is rendered from the witness formula of Arabic legal documents. Like many of the contemporary Arabic documents, 6.6.5 is written on parchment, the alternative writing support besides paper, after papyrus had gone out of use by the mid-tenth century.

In the name of God above all! I, Soutyrche,⁵¹ son of Aplô,⁵² inhabitant of Teshlôt, I am writing and assenting by my soul, while I am living, stable, and sound, while my mind is with me.

As for my house, (located) northwards from Apa Syrny⁵³ at Tylke:⁵⁴ I gave it to Raphael, son of the deacon Mina,⁵⁵ inhabitant of Paouêt,⁵⁶ for gold: 14 *holokottinos*⁵⁷ of at-Tahir.⁵⁸ I received them from him,

⁵¹ Late Coptic form of the Greek name Sôterichos.

⁵² Late Coptic form of the Greek name Apollôs.

⁵³ Late Coptic form of the Greek name Serênos. It is quoted here as a place name, most likely the abridged name of a church or monastery of Apa Serênos.

⁵⁴ The modern village Dalga south of Hermopolis/Ashmunein.

⁵⁵ Raphael, son of the deacon Mina, is the holder of the Teshlôt archive.

⁵⁶ The site called Bawît.

⁵⁷ The term *holokottinos*, originally used in Coptic to name the *solidus*, the gold currency of the Byzantine emperors (in Greek called *nomisma*), was also the later Coptic designation of the Arabic gold currency, the *dînâr*.

⁵⁸ The Coptic word *attaheri* used here is a transcription of the Arabic adjective *at-tahiri*, "belonging to (the caliph) at-Tahir." In the Arabic terminology around coins and currency, names of caliphs served to

as the Lord is witness upon me. The southern boundary⁵⁹ is Apa Srny; the western boundary is the house of Thotôr⁶⁰ son of Makroben;⁶¹ the eastern boundary is the garden of Sousinne; the northern boundary is the house of Myrkoure,⁶² the inhabitant of Whitefield. Today, day 28 of (the month) Tôbe (of) this <year> 414.⁶³

I, Hamôs, son of the deacon John, he (i.e., Soutyrche, the issuer) instructed me through his tongue. I wrote and witnessed for him.

(2nd hand) I, Petros (son of) Pigôsh, I am witness for (all) that is (written) in this document, (year) 414.

(3rd hand) I, Daniël (son of) Aplô, I am witness for (all) that is (written) in this document in this year 414.

(4th hand) I, Chaël (son of) Sousin, I am witness for (all) that is (written) in this document in this current year 414.

(5th hand) I, Apoulchair⁶⁴ (son of) Aplô, I am witness for (all) that is (written) in this document, this year 414.

(6th hand) I, Viktôr (son of) Sousinne, I am witness for (all) that is (written) in this document in (this year) 414.

(7th hand) I, Plothe⁶⁵ (son of) Thodôr, I am witness for (all) that is (written) in this document, this year 414.

6.6.6 Arabic sale of parts of a house

P.Cair.Arab. 1 57 (= Cairo, Catalogue Général 38677, Ta'rikh no. 1899; for the scheme and its terminology, cf. Frantz-Murphy 1981, 1985, 1988a, 1988b) (Tutun [Fayyum], June AD 952)

Paper, 26.5 × 15.1 cm. From the village Tutun in the southern Fayyum. Dated to the month Muharram of year 341 hijra = June AD 952. The document belongs to an assemblage of Arabic deeds of sale (*P.Cair.Arab.* 1, 57, 58 and 59; *P.Mich.* inv. 5634 and 5635) related to each other by the same

specify different emissions of the *dînâr*, varying in weight and quality. The caliph Ali at-Tahir ruled AD 1021–36 – his *dînârs* were the most recent currency at the time when 6.6.5 was drawn up.

⁵⁹ The Coptic text has *albat*, a loanword borrowed from Arabic. The term (*al*) *hadd* meaning the “boundary (of an estate)” usually occurs in Arabic legal documents dealing with the location of estates or buildings; see below, 6.6.6.

⁶⁰ Late Coptic form of the Greek name Theodôros.

⁶¹ Late Coptic form of the Greek name Makrôbios.

⁶² Late Coptic form of the Greek name Merkourios.

⁶³ The years in the Teshlôt archive are counted according to the era of the *hijra* of Muhammad. The *hijra* year 414 corresponds to AD 1023.

⁶⁴ This man bears the Arabic name Abû-al-khair.

⁶⁵ Late Coptic form of the Greek name Philotheos.

provenance from the Fayyum village Tutun and by certain persons occurring in all of them. The protagonists of the present document, as well as their parents, bear Arabized Coptic names, such as John, Shenoute, Petakos, Magdalena, Jôb, indicating that they were, or at least had been, Christians, using the Arabic language and Islamic law for doing business with each other, while the two witnesses, writing Arabic in their own hand, clearly were Muslims, as was required by the Islamic law of sale. The text is written in objective style, which means both the vendor who issued the document and the purchaser are referred to in the third person. The vendor is a woman, called Maqtalenâ daughter of Shenoude. The purchaser, Yohannes ibn Shenoude, is known also from two other Arabic deeds of sale, *P.Cair.Arab.* 1 58 and 59, where he likewise buys parts of houses from fellow inhabitants of Tutun. After the introduction of the two parties, the sale object is described as to its constituents and its location. The sales price of one *dînâr* is mentioned, and its receipt by the vendor acknowledged. Then the transfer of the object and all appertaining rights of ownership is stated. In the following guarantee clause, Maqtalenâ, the vendor, takes responsibility for any claim against the sale, and finally she confirms her free will and soundness of mind.

The translation of A. Grohmann in *P.Cair.Arab.* 1 is followed.

Invocation and introduction of the parties: In the name of God, the Merciful, the Compassionate! This is what Yohannes ibn Shenoude ibn Batâqos bought from Maqtalenâ daughter of Shenoude ibn Ayyûb, who both are assigned to the inhabitants of Tutun in the district of the Fayyum:

Designation and description of the purchase object: (He has bought) her part of the residence divided between him and her, and this is the sixth (part) of it, four parts of four and twenty parts, with its boundary and its boundaries, and below it and above it, and inside and outside of it. Its southern boundary is the residence of Qufrâ, the man of Qambashâ; and its northern boundary is the highway and its eastern boundary is the residence of Hermina the daughter of Tamise, and its western boundary is the courtyard of the heirs of the sons of Bshai.

Acknowledgement of receipt of the sales price and transfer of the ownership from vendor to purchaser: He bought that from her for one *dînâr*, minted gold, of full new weight, of unadulterated minted gold. Maqtalenâ has taken this price without any remainder and in full, and she has removed herself from this part. And she delivered this to Yohannes ibn

Shenoude, and he took possession of it, and he took ownership of it, and that has become part of his property, possessed out of his right of possession. If he wishes he may sell, and if he wishes he may build, and if he wishes he may reside.

Exclusion of a claim by the vendor, and guarantee to indemnify the purchaser against any claim: Maqtalenâ daughter of Shenoude has no claim and no demand in this house after this recording, neither for any cause nor for any reason. She sold this according to the stipulation of the sale of Islam and its contract. And whatever there may be by way of a claim for an attachment to the property, or claims for a right in, or due from, the property, or (in case) someone shall come adventitiously because of a loan, or making a claim by inheritance, the execution of that and its clearance will be the obligation of Maqtalenâ daughter of Shenoude, for the worth to which it amounts, from her clear property.

Stipulation of the sale by the vendor in a state of free will and sound mind: Testimony was given to the affirmation of Maqtalenâ daughter of Shenoude, to all that is in this document, after it was read⁶⁶ to her, and she took note of it and confirmed that she understood it, being of sound mind and body and her actions legal, being willing, without being averse, not being compelled, (but being) the petitioner and the one desiring.

Issuing date: And that is in (the month) Muharram of the year one and forty and three hundred.

Witness list: And there have borne witness to this:

Abd al-Samad ibn Yusuf ibn Hârûn bore witness to the agreement of Maqtalenâ daughter of Shenoude, concerning all that is (written) in this document, and he wrote his testimony with his (own) hand, and this on its date.

Al-Yasa' ibn 'Omar ibn Mûsâ bore witness for the agreement of Maqtalenâ daughter of Shenoude, concerning the sale of her part of the residence described in this document, and he wrote with his (own) hand.

⁶⁶ In *P.Mich.* inv. 5634, ll. 14–15 and inv. 5635, ll. 13–14, the same paragraph is extended like this: “after it was read to him in Arabic and explained to him in foreign [i.e., Coptic] language.”