THE MONASTERIES OF THE FAYYūM\(^1\)

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In the Moritz collection acquired in 1929 by the Oriental Institute are three Arabic parchment documents of the fourth century Hijrah (tenth century A.D.), two of which are contracts of sale of property, while the third deeds property as a charitable grant to what seems to be the earliest known and definitely named monastery of the Fayyūm. A few facsimiles and transcriptions of somewhat similar contracts of sale\(^2\) have been published from time to time. But these, without exception, have been given us with meager notes and partial translations. Again, though \textit{wakf} documents are too numerous to mention, Arabic documents of another form of charitable donation, namely, the \textit{ṣadakah} —to which our third document here belongs—are comparatively rare, and rarer still are they in connection with Coptic monasteries. It is, therefore, the object of this study to give an annotated translation of the three documents and to follow up the last—to us the most interesting of the three—with a historical sketch of the monasteries of the Fayyūm.

ARABIC CONTRACTS OF THE FOURTH CENTURY HIJRAH

The three documents here presented are linked together by locality, time, and principal characters. The properties concerned were located

\(^1\) Grateful acknowledgments are due Professor Sprengling for his patient reading and criticism of the manuscript and for his invaluable help with the translation of the much involved legal terminology. My thanks are also due to Miss Elizabeth Stefanski for helpful suggestions with some of the Coptic names.

\(^2\) Cf. Moritz, \textit{Arabic Palaeography} (Cairo, 1905), Pls. 112–13, 115–16; Abel, \textit{Aegyptische Urkunden aus den Koeniglichen Museen zu Berlin, Arabische Urkunden} (Berlin, 1896); Erman and Krebs, \textit{Aus den Papyrus der Koeniglichen Museen} (Berlin, 1899), pp. 284–90, which contains partial translations of some of the documents given by Abel; Margoliouth, \textit{Catalogue of the Arabic Papyri in the John Rylands Library} (Manchester, 1933), pp. 101 ff. A sale contract from Sinai of much later date, 988/1580, is published with an annotated translation by Aapeli Saaristo in an article entitled "A Waqf-Document from Sinai," appearing in Vol. V of \textit{Studia orientalia} of the Finnish Oriental Society (Helsingfors, 1933). Though considerably different from the earlier Fayyūm documents, it is, nevertheless, interesting in showing the persistence of similar phraseology; for which point cf. also 'All al-Naifar al-Tunisi, \textit{Kitab al-Durr al-Mansūm fi Kayfiyat Kutub al-Rusūm} (Tunisia, 1298/1881), pp. 58–70, etc. Other judicial, and especially marriage, contracts have been more recently published by Grohmann (after this paper was written), in \textit{Der Islam}, XXII (1934), 1–69.
in the town of Buljusük-Bursh in the southwestern part of the Fayyüm, a little to the north of the Gharaḵ region. In the first and earliest document Markūrah, son of Kail, is selling some of his property to Tūsānah, daughter of Bisanti, his next-door neighbor on the west. In the second document, written some eight months later, he is selling the rest of his property to Ḫalbash, son of Bokṭor, and in the third document, written again some three months later, Tūsānah, daughter of Bisanti, is deeding some of her property as a charitable grant to the Naklūn and Shalla monasteries situated in the desert to the northeast of Buljusük-Bursh.

The documents have yet another point in common. They are drawn up in accordance with the Muslim law of sale and of charitable grant (ṣadakah). The fundamental principles of the law of sale are practically identical in the four leading schools of Muslim jurisprudence but differ somewhat in that of ṣadakah. The two systems most widely accepted in Egypt were the Ṣaḥḥāfite throughout the country and the Mālikite in Upper Egypt. But since al-Shaṭṭārī was an eclectic, we find in these primarily Ṣaḥḥāfite-Mālikite documents of the Fayyüm some Ḥanafite principles and terminology, making it necessary to refer to works representing the three schools.¹

¹ For these schools and their founders see article “Fiqh” in Encyclopedia of Islam; Nicolas Agnides, Mohammedan Theories of Finance (New York, 1916), pp. 133–47 (this work contains an excellent Bibliography of Arabic sources); S. Fitzgerald, Muhammadan Law: An Abridgement According to Its Various Schools (London, 1931).
لا يوجد نص يمكن قراءته بشكل طبيعي من الصورة المقدمة.
(١) بسم الله الرحمن الرحيم (٢) هذا ما اشترى توسانه ابنت بسنت بن ٢٢ (٣) من مقرره بن كيل اشتري منه صفقة واحدة (٤) وقدها واحدا الصطح الذي فوق عرفه توسانه ابنت بسنت من المزق (٥) الذي يستله وجنوبي منه حدود اربعه أحد حدود هذا الصطح الذي طباق (٦) منزل توسانه ابنت بسنت القبلي منزل ورثة بسون الصياد وحده الشرقي (٧) منزل مقرره بن كيل وحده البحري منزل سنده الصياد وحده الغربي منزل (٨) توسانه اشترته توسانه ابنت بسنت من مقرره بن كيل هذا الصطح (٩) حداده وحدوده ونقده ونهاه وجميع مراحقه كلهها (١٠) وقيل هو له بدينارين مثاليين قد قبض مقرره من توسانه ابنت بسنت (١١) هذا المزق تاما وانها وابراها من جميعه لقبضه ذلك منها ابراه قبض واستينا وسلم (١٢) لها مقرره بن كيل هذا الصطح وقبلته واحازته وملكته تملكل (١٣) تجري فيه ما تشا و (١٣) تحكم فيه حكم ارباب الملك في املاكم وتنقرى بعد عقدة هذا البيع فرق (١٤) تراض منهم وعلى ذلك عرف البيع ما باع والمشترى ما اشترى اشترته توسانه (١٥) ابنت بسنت من مقرره بن كيل هذا الصطح المذكر المصدر في هذا (١٦) الكتاب بجميع حدوده ورافقه كلها وكول حق

*Square brackets inclose reconstructed text; pointed brackets inclose scribe's omissions; overlining indicates illegibility or uncertain reading; cross-reference to the document is by number and lines, e.g., I, 1–2.*
هو له وفيه وله بهذا الشعر الناسىّ (١٧٠) وصنُعني صدرهفاً الكتاب شهد على اقرار مراقه بن كيل بجميع ما في هذا الكتاب (١٨٠) شهودا يعترضه نفسه واسمه وانه على رضاه بهذا البيع بعد ان قرأ عليه (١٩٠) جميع ما في هذا الكتاب فاترى فهمه ومعرفته بعد ان قرأ عليه بالعربيه وترجم له (٢٠٠) محمد فاتر بفهمه ومعرفته وضم مراقه بن كيل لتواسه اثبت بسنن جميع (٢١٠) الضمانات فما كان في هذا الشرى من درك ووعظ ظافره وخلاصة والقيام به على مراقه بن كيل ضمانات ثابتة لا تزال (٢٢٠) جميع الضمانات وارجحها واكدها والزمها على سنة المسلمين (٢٣٠) على شرطه وعلى ذلك تعاملنا وعلى ذلك تباعا شهد على اقرارهم في صحة من (٢٥٠) عقولهم وابدائهم وجوازهم فمهم طائعين غير مكرهين بلا عله (٢٦٠) من مرض ولا غيره وذلك في شهر جمادي الأول من سنة خمس وثلاثين (٢٧٠) وشهد عليه على ذلك، شهد بولس بن اس معيل على جميع ما في هذا الكتاب وكتب شهادته مضه والحمد لله رب العالمين (٢٩٠) شهد اس معيل بن صبيح النويري على اقرار مراقه بن كيل بجميع ما في هذا الكتاب وذلك (٣٠٠) في شهر جمادي الآخر من سنة خمس وثلاثين وثلاثية (٣١٠) شهد حسين بن حسان
على اقرار مرتوره بن كيل ما في هذا الكتاب (۵۳) وكتب شهادته بخطه وذلك في شهر جمادى الآخر من سنة خمس وثلثين وثمانية

(۱) صح هذا الوثيقة بحضرة محمد بن عبد الله (۱۲) وذلك في شهر جمادى الآخر من سنة خمس وثلثين وثمانية (۳۳) وثمانية

II

(۱) بسم الله الرحمن الرحيم (۲) [هذَا] ما اشتري قلحش بن ن قطر من مرئه بن كيل من سكان أبو الجسور المعروف ببرش (۳) [اشترا منه ومن والده اقطهون ابن ابو تدير المنزل الذي لهم أبو الجسور برش من كورة (۴) القيوم بشان الدنانير من تلك دينار واحد خوان والسبع الدنانير موسولة صاحبنا وازنا (۵) بالشمايل البدل وهو المنزل الذي حده القبل ينتهي إلى منزل متوس بن دله وحده (۶) البحر مئزل ورза بنى قسا ووجه الشرط منزل فقري بن شنوده وحده الغربي منزل (۷) توسانه] انت بسنت اشترا قلحش بن بقر من مرئه بن كيل ومن والده اقطهون ابن ابو تدير (۸) [قهم بالمنزل] حده المحدود المحصور بها دارت عليه الحدود الاربع حده وحدوده
 وكل (۱۹) حق هوله داخل فيه وخارجه منه بهذا الثماني الدنانير الموصوفة في هذا الكتاب (۱) وسلم به قلحش بن بقطر إلى مرتوره بن كيل هذين الثمانين عمالة وأبراهيم من جميع الثمان براة قيض (۱۰) وترضا وافترقا عن اتراض عنهما وتشاور على بيع الإسلام وشرته بلا خيار منهما ولا فنخ (۱۲) [هذا] بها تبايعا عليه فما أدرك قلحش بن بقطر من درك أو تبعة أو علقة من أحد من الناس (۱۳) بسبب من الأسباب اوجه من الوجه فعل مرتوره بن كيل ضمان ذلك وعدهو وذلك (۱۴) في صف من سنة ستة وثلاثين وثلاثية شهد على ذلك على بن ابراهيم الأسوانى بجميع ما في هذا الكتاب (۱۵) في صف من سنة ستة وثلاثين وثلاثية شهد على ذلك محمد بن القسي بجميع ما في هذا الكتاب وكتب عنه على بن ابراهيم (۱۶) بابررة وحضرة (۱۷) شهد محمد بن الحسين بجميع ما في هذا الكتاب وكتب بخطه (۱۸) شهد أحمد بن الخشر بجميع ما في هذا الكتاب وكتب بخطه (۱۹) شهد فسار بن أحمد بجميع ما في هذا الكتاب وكتب عنه على ابن ابراهيم بابررة وحضرة (۲۰) شهد أحمد بن محمد بجميع ما في هذا الكتاب (۲۱) شهد على بن حسين بجميع ما في هذا الكتاب وكتب بخطه [هذا]
III

(۱) بسم الله الرحمن الرحيم (۲) هذا ما تصدق به توسانه
ابنت بسنت سد فهد على كنيسة دير النقلون (۳) ويكائل
شلا الديين الذين في الصحرا وهم يعرفون بالنقلون وشلا من
كرة (۴) الفيوم العرفة التي طبق قصر دركن ابنت بسنت
بحد بعدم وقته وقفته (۵) وبنائه وابوابه وجنبته وجميع
مرافقه وطاقه وجميع حقوقه كلها وعلوه (۶) وما استطاعت
عليه حدوده واحاطته به جدرانه صدة لوجه الله العزوجل
(۷) بته بتلا لا تزيد بذلك شكرنا إلا من الله وحده لا شريك
له شهد على اقرار (۸) توسانه ابنت بسنت بجميع ما في هذا
الكتاب شهدوها يعرفونها نفسها وأسمها (۹) وأنها في صحة من
عقلها وبدنها وجواز من امرها وهى صدة مقبزة محزرة (۱۰)
لهذين الديرين بته بتلا لا رجعة لتوسانه ابنت بسنت في
هذا الصدقة ولا (۱۱) منوية الا وهذه العرفة وعلوها
صدقة لوجه الله لهذين الديرين بته (۱۲) بتلا شهد على
اقرار توسانه ابنت بسنت سد فهد في صحة من عقلها
(۱۳) وبدنها وجواز من امرها طائعة طالبة راقبة غير
مكنها ولا مجزرة (۱۴) بلا علة لها من مرض ولا غيرها وذلك
في شهر جمادى الأول من سنة ست (۱۵) وثلاثين وثلاثين
شهد على ذلك (۱۶) شهد بولس بن اسمعيل على جميع ما
في هذا الكتاب وكتب شهادته بخطه (۷۲) شهد يوسف بن اسماعيل على إقرار توسانه ابنت بسنت بجميع ما في هذا الكتاب وكتب (۷۸) شهادته بخطه وحسبه الله ونعم الوكيل.

(۱) صح هذا الوثيقة بحضور محمد بن عبد الله وذلك في شهر شوال من سنة ثلاثين وثمانية.
I. Oriental Institute No. A6965 (Sale of Property)

Date.—Jumâdâ I 335 Hijrah = 28 November–28 December, A.D. 946.

General description.—Fine parchment, somewhat crepelike in texture; 36×23 cm. comprising the entire document; very narrow margins; upper portion and right half much broken and discolored in places by smoke or burning. The ink of the main document is a medium brown of uniform shade and weight, but some of the testimonies are in a darker brown and others in black ink.

Script.—A stiff angular cursive in which some of the letters are very close to small Kufic forms; unpointed, except partially in one or two instances of personal names; closely written both as to word and as to line spacing; some of the testimonies are in a more crowded and cursive hand than that of the main document.

TRANSLATION

(1) In the name of God, the merciful, the compassionate. (2) This is what Tûsânah, daughter of Bisanti, son of ? bought . . . . (3) . . . . from Mar-kûrah, son of Kaîl. She bought from him by one agreement (4) and one contract the level land (terrace?) that is above the fertile tract of Tûsânah, daughter of Bisanti, appertaining to the house (5) that comprises it and south of it. (It has) four boundaries: one—the southern—of the boundaries of this level land that adjoins (6) the house of Tûsânah, daughter of Bisanti, is the house of the heirs of Pamôn, the fisherman; and its eastern boundary

4 Though the name appears in all three documents, the n alone, and that not always, seems to be pointed; as it is a prefix for many feminine Coptic names, it is given the preference here with the suggestion that perhaps we have here the Arabic form of TCANNA, which is considered as the Coptic form of Anna by Carl Maria Kaufmann, Handbuch der altchristlichen Epigraphik (Freiburg, 1917), 78.

5 The well-known name Tûsânah. The last name is illegible. The text missing in ll. 2 and 3 must refer to the locale of the document, specifying in particular the district of the Fayûm if not actually mentioning the town of Buljusùk-Bursh mentioned in the next document, which see.

7 An abbreviation of Mikall (or Michael); cf. Flinders Petrie, Medum, pp. 48–50. Both names are very common among the Copts.

9 This phrase appears in several sales contracts (cf. Abel, op. cit., pp. 41 f., 52, 57 f.; Moritz, op. cit., p. 115–16) and is used to guard against invalidity since in Shâfîite law a sale involving more than one transaction is automatically invalidated. Cf. Shirâz, al-Tanbih, ed. Juynboll (1879), pp. 96–97.

10 Arabic dictionaries do not give s-f-b though they do give s-f-h. We have then an instance of the frequent change of s and f, natural enough when followed by a t, though not limited to that condition; see references to Abel and Moritz cited in the preceding note for the alternation of s and f in safakah.

12 For ‘arfah see below, III. 2, where this very one is the subject of a charitable grant.

11 Mûn, partitive, in legal terminology.

12 Cf. Abel, op. cit., p. 22, ll. 7–9, etc.

13 The familiar παρον.
(7) is the house of Markūrah, son of Kail; and its northern\[^{14}\] boundary (is) the house of Sanbah,\[^{15}\] the fisherman; and its western boundary (is) the house (8) of Tūsānāh.\[^{16}\] Tūsānāh, daughter of Bisanti, bought from Markūrah, son of Kail, this level land (9) within all its boundaries,\[^{17}\] with its timber beams\[^{18}\] and its structures, and the sum total of its accessories in their entirety\[^{19}\] . . . . . . (10) . . . . . . and every right pertaining to it, for two dinars, full weight. Markūrah, son of Kail, received from Tūsānāh, daughter of Bisanti, (11) this entire sum in full payment, and receipted her for the whole, as having received that (sum) from her, with a receipt for payment received in full; and Markūrah (12), son of Kail, conveyed\[^{20}\] this level land to her, and she accepted it, and took possession of it, and took over actual ownership\[^{21}\] to do with it as she pleases\[^{22}\] and (13) to control it as proprietors control their property.\[^{23}\] And

\[^{14}\] Literally, the sea boundary, commonly so used in Egypt; cf. Saarisalo, op. cit., p. 8, n. 9.


\[^{16}\] The text is lost in the parchment, but the locations specified in this and the next documents call for the house of Tūsānāh at the same time that the parchment space allows for her first name only. It will be noticed that others in these documents are sometimes indicated by their first names only.

\[^{17}\] Literally, with its bound and boundaries—a common technical phrase occurring in almost every document of like nature and used to insure definite specification; see also II, 8.

\[^{18}\] For nakṣa, نقش, the dictionaries (see Lane) give "ruins," "beams," both in connection with property and in connection with buildings. Dr. Anis K. Frayha informs me that the term is at present in use in connection with buildings and applies chiefly to the timber used and usable in a building.

\[^{19}\] Unless so specified, the secondary accessories, marāṭa, belonging to any property, e.g., the loft (?), the entrance passage, and the water closet, are not included in the contract. Though the term marāṭa is frequently used (e.g., in these and other documents referred to), several other alternative phrases may serve the same purpose, e.g., to buy a house "with every right belonging to it" or "with everything, little or much, that is in it or goes with it"; cf. Shabībānī, al-Ǧimaʿ al-Ṣaghīr (Būlāk, 1884–85), p. 84 (on margin of Abū Yusuf, K. al-Khārāj). See also Iwan Dimroth's study of this author (Berlin, 1908), pp. 62–63, 86–87, 135–36, for further details. But, as is frequently common in legal documents, alternative phrases are, for the purpose of security, used simultaneously. These Arabic documents are no exception to this practice or to the even more tiresome one of several repetitions of the same phraseology, as the translations readily show.

The break in the text in ll. 9–10 allows for the use of another alternative phrase, but it is risky to attempt to state which of the usual phrases was used.

\[^{20}\] No sale is complete and therefore valid unless delivery or transfer on the part of the seller is followed by definite acceptance and actual possession by the buyer, hence the great care taken to specify these facts. Cf. Shirāzi, op. cit., p. 93; Macnaghten, Principles of Hindu and Mohammedan Law (London, 1885), pp. 198–203; Fitzgerald, op. cit., pp. 181–82.

\[^{21}\] Actual ownership is a condition prerequisite for any future legal transaction involving the land, such as selling, bequeathing, or establishing it as a grant; cf. Fitzgerald, op. cit., p. 182, and others. The final aif of tamallukan is left out.

\[^{22}\] Most of the Arabic phrase is missing in the text, but its reconstruction is gained by comparison with Margoliouth, op. cit., p. 104.

\[^{23}\] The same Arabic phrase is to be seen in Abel, op. cit., pp. 14, 60; Moritz, op. cit., Pl. 116, l. 12; for variations of or alternatives for the same phrase see Abel, op. cit., pp. 16, 44, 48, 50; Moritz, op. cit., Pl. 115, ll. 10–11.
they separated after contracting this sale (14) with mutual satisfaction. And on these terms the seller knows what he sold, and the buyer what he bought. Tūsānah, (15) daughter of Bisanti, bought from Marḵūrah, son of Kail, this level land, mentioned and specified in this (16) deed, within all its boundaries, and with all its accessories and with every right pertaining to it and which is in it and of it, for this sum of which (17) the specification is in the first part of this deed. The acknowledgment of Marḵūrah, son of Kail, of all that is in this deed is testified to by (18) witnesses who know him in person and by name and that he is satisfied with this sale after the (19) entire content of this deed was read to him. He acknowledged his comprehension of it and his cognizance of it after it had been read to him in Arabic and translated for him (by) (20) Muḥammad. He acknowledged his comprehension of it and his cognizance of it, and Marḵūrah, son of Kail, guarantees to Tūsānah, daughter of Bisanti, (21) all the guaranties. And whatever there may be in this purchase by way of damages, or attachments, or claims, or contentions, the security for that (22) and its obligation and its effective refutation and its settlement and its management rest on Marḵūrah, son of Kail, as a valid and binding (23) obligation for all pledges—the most obligatory, the strongest, and the most binding—according to the Muslim law of sale (24) and according to its stipulation. And on these terms these two concluded their sale. Witness is given to their acknowledgment, made in sound (25) mind and body, in control of their affairs, assenting unconstrained without any defect (26) of disease or of anything else. And that in the month of Jumāda I of the year five and thirty (27) and three hundred. Witness is given to these (facts): Būlus, son of Ismāʿīl, gave witness to all that is in this (28)

24 Cf. II, 11, and Moritz, op. cit., Pl. 115, l. 11. Separation in mutual agreement at this point completes and validates the sale, leaving neither party, according to the Mālikite school, any option of recall or repudiation; cf. Zurḵānī, Commentary on the Muwāṭṭā (Cairo), III, 140. The other schools differ on this right of option; Shīrāzī, op. cit., p. 93; Macnaghten, op. cit., p. 200; Fitzgerald, op. cit., p. 184.
25 For this and similar phrases see II, 9; Abel, op. cit., pp. 16, 21, 47–48; Moritz, op. cit., Pl. 112, l. 3.
26 Note the grammatical construction of shuhhīd . . . shuhūdan, which occurs also in III, 7–8.
27 For other instances of this cf. Abel, op. cit., pp. 21–22, and Moritz, op. cit., Pl. 115, l. 18.
28 The Arabic text of the phrase is in the active because of the usage of Arabic language.
29 The word is missing in the Arabic text and is supplied from l. 23 of the document.
30 For this and the preceding three terms see Lane, op. cit., with whose help the English equivalents are selected. The terms with one or two others of like meaning belong to the common legal terminology of contracts of sale; cf. Abel, op. cit., pp. 14, 31–32, 43, 52, 59–60; Moritz, op. cit., Pl. 115, ll. 13–14; Pl. 116, l. 11.
31 This series of terms, like that of l. 21 above, occurs frequently in most of the documents already cited.
32 More often than not this statement, or something to the same effect, is mentioned in contracts drawn up for Christians, as in these three; see also those cited from Abel and Moritz.
deed and wrote his testimony with his own hand. And praise be to Allah, the Lord of the Worlds. (29) Isma‘īl, son of Šabīḥ al-Nuṣairī\(^{33}\) gives witness to the acknowledgment of Marḵūrah, son of Kail, of all that is in this deed, and that (30) in the month of Jumādā II\(^{34}\) of the year five and thirty and three hundred. (31) Ḥussain, son of Hassan, witnessed the acknowledgment of Marḵūrah, son of Kail, of what is in this deed (32) and wrote his testimony with his own hand and that in the month of Jumādā II of the year five and thirty and three hundred.

In the upper left corner of the document appear the following three lines:

(1) This contract (written obligation?) was certified\(^{35}\) in the presence of Muḥammad, son of ʿAbd-Allah,\(^{36}\) (2) and that in the month of Jumādā II of the year five and thirty (3) and three hundred.

II. ORIENTAL INSTITUTE NO. A6966 (SALE OF PROPERTY)

**Date.**—Ṣafar 336 Hijrah = 22 August–20 September, A.D. 947.

**General description.**—Fine light parchment; 33×21 cm.; upper right margin much broken, lower right part much shrunk, and so of irregular shape, though this must have taken place before the present document was drawn up. The parchment is a palimpsest, but very few and light traces only are to be seen of the underscript. The same ink—a medium brown—is used for the main document and by the witnesses.

**Script.**—A small cursive hand with some angularity but, on the whole, closer to the regular naskhī hand; freely though not completely pointed; not voweled except for one instance of a tanwīn (I. 9); closely


\(^{34}\) The actual contract was drawn up in Jumādā I, though these witnesses and the ratification were not secured until Jumādā II. Perhaps the delay was due to inability to secure witnesses readily, since these had to qualify as such; cf. Russell and Suhrawardy, *Muslim Jurisprudence* (London, 1906), pp. 60–61. Official witnesses were kept for this purpose by the state, but these moved about as needed and were, therefore, not always immediately available. Certification and registration are not essential to the validity of the contract; see Macnaghten, *op. cit.*, p. 119; Wilson, *Digest of Anglo-Muhammadan Law* (3d ed.; London, 1908), p. 323.


\(^{36}\) The last name, missing in the Arabic text, is supplied by comparison with III top.

\(^{37}\) Number not used.
written as to words but not crowded in line spacing; most of the signatures are in a crude and unpracticed hand (cf. Moritz, op. cit., Pl. 115, for even more inferior samples).

TRANSLATION

(1) In the name of God, the merciful, the compassionate. (2) This is what Ḫalḥash, son of Bokṭor, bought from Markūrah, son of Kail, of the inhabitants of Abū al-Jusūk, known as Bursh. (3) He bought from him and from his mother, Akṭahūn, (daughter) of Ibn Abī Tidur, their house in Abū al-Jusūk Bursh of the district (kurah) of the (4) Fayyūm for eight dinars, of which one dinar is debased and seven dinars unadulterated, sound (5) full weight by the new mithkāls. And it is the house whose southern boundary extends to the house of Matūs, son of Dālah, and its (6) northern boundary

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38 Both names fully pointed; a suggestion for Ḫalḥash is the Coptic ΚΑΛΛΑΘΟΠΗ, "the little Syrian," with the last letters dropped; Bokṭor is, of course, Victor.

39 This is the Coptic ΠΕΑΘΙΣΧΩΚ which occurs several times in Coptic documents; Cf. Corpus papyrorum Raineri, ed. Krall (Vienna, 1895), II, No. 225, l. 3; Petrie, op. cit., p. 50; Crum, Coptic Manuscripts from the Fayyūm (London, 1893), pp. 64, 67, 78-79 (ΠΕΑΘΙΣΧΩΚ). So far as I know, this is the only Arabic document in which it appears as Abū al-Jusūk, though as Buljusik it appears in Moritz, op. cit., Pls. 115-16, of the years A.H. 423 and 429, and in all these three instances it is associated with the Arabic Bursh; whether it is possible to identify Bursh with the Arabic Būrj and this again with ΠΕΑΘ with an r replacing the l (which is a possibility) is a question; cf. Crum, op. cit., p. 67, note under l. 25. If this identification is to be accepted, ΠΕΡ(Α)ΙΣΧΩΚ being compounded of two elements, ΠΕΡ, i.e., b-r-g, which means "laughing," "happy," "well-being," and ΧΩΚ, standing for the god name Sobek, it could easily be abbreviated to ΠΕΡ, whence later comes "bragh" or "brash.

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Later times. In Arabic sources it is first mentioned by al-Nābulusi (643/1245). See Salmon, op. cit., pp. 31 and 70-71, from which we learn that the original Buljusik, located in the rapidly declining region of Bahr al-Tanābiyawān, had fallen into ruins but was rebuilt by the time of al-Nābulusi who describes it as a large and beautiful city in the southern Fayyūm, some four hours' ride on horseback from Madīnat al-Fayyūm. The Christian inhabitants must have deserted the place sometime after A.H. 429, the date of our last (now known) Arabic document, and sometime before the time of al-Nābulusi, since he reports only the ruins of a Christian church in contrast with a flourishing mosque serving the new inhabitants, viz., the Banū Hātim, a subtribe of the Banū Kilāb. We find it in the eighth/fortieth century referred to as Baljūk in Etat, p. 681, after which it seems to have disappeared again in later times, so that its precise identification is impossible, although Wessely, Denkschriften K.A.W (Wien, 1904), L, 12 and 121, and Grenfell, Hunt, and Goodspeed, Tēbunis pappri (London, 1907), II, 394, place it between Taṭūn and Ṭālīt near the Ghark region.

40 Literally, Ibn Abī Tidur's Akṭahūn; this same construction occurs again in l. 7 and cannot, therefore, be considered a scribal error. Though impossible as an Arabic construction, it is a common way of indicating this relationship in the Coptic. Akṭahūn may be either a derivation of OKTAΦΕΙΑΝ or a derivation from the Semitic root of ḫaṭḥ; cf. Wuthnow, Die semitischen Menschenamen in griechischen Inschriften und Papyri des vorderen Orient (Leipzig, 1930), p. 129.

41 Literally, "unfaithful" or "treacherous."


43 دعالة ماتاش?; Matūs is, of course, Matthew.
The Monasteries of the Fayyum

(is) the house of the heirs of Banī Ḵasā, and its eastern boundary the house of Fākri, son of Shinūdah,⁴⁴ and its western boundary the house of (7) Tūsānah, daughter of Bisanti. Ḵalḥash, son of Boḵtor, bought from Markūrah, son of Kail, and from his mother, Aḵṭahūn, (daughter) of Ibn Abī Tīdur, their right (8) in the house delimited and described by the four boundaries that surround it to the limit of all its boundaries,⁴⁵ and every (9) right pertaining to it, entering in it, and issuing from it,⁴⁶ for these eight dinars specified in this deed. (10) And Ḵalḥash, son of Boḵtor, delivered it to Markūrah, son of Kail, this entire sum⁴⁷ in full payment, and he received him with a receipt for full payment received. (11) And they were satisfied and parted on terms of mutual satisfaction on their part.⁴⁸ And they consulted⁴⁹ (with each other) in accordance with the Muslim law of sale and its stipulations⁵⁰ without option for either of them and without annulment.⁵¹ (12) These are the terms on which they concluded the sale. And whatsoever should ensue to Ḵalḥash, son of Boḵtor, by way of damages or claims or attachments⁵² from anyone whatsoever (13) for any reason whatsoever or in any manner whatsoever⁵³—the responsibility for that and security⁵⁴ for it rests on Markūrah, son of Kail. And that (14) in Ṣafar of the year six and thirty and three hundred. ʿAli, son of Ibraḥīm, al-Aswānī, gave witness to that, to all that is in this deed (15) in Ṣafar of the year six and thirty and three hundred. Muḥammad, son of al-Ḵasr,⁵⁵ gave witness to that, to all that is in this deed, and ʿAli, son of Ibra-

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⁴⁴ Shinūdah needs no comment; Fākri is likely ṬIKOPE.
⁴⁵ Cf. note on I. 9.
⁴⁶ Cf. I. 16.
⁴⁷ A case of redundancy here.
⁴⁹ The alif of the dual form in ʿashawād is left out. Though the word as it stands could be read as a noun, the verbal reading is more in keeping with the preceding and following clauses.
⁵⁰ Cf. I. 23–24 and note.
⁵¹ Cf. notes on I. 14.
⁵² Cf. I. 21 and note. There seems to be another word between tabʿat and ʿalkat but it is illegible, and the space is too small for an “or” plus another term such as لَا حَقٌ (cf. Abel, op. cit., p. 59). A guess on the evidence of the script alone suggests تبعة عنبا .
⁵³ I know of no other instance of this usage in these sale contracts, even if the context were to admit of this reading. There is the more likely possibility that it is a scribal error to be overlooked.
⁵⁴ For these and similar phrases cf. Abel, op. cit., pp. 21–22, 28, 52, 59; Moritz, op. cit., Pl. 115, l. 14; Pl. 112, l. 15; Pl. 116, l. 13.
⁵⁵ Cf. I. 21–22 and note.
⁵⁶ Cf. Ibn Doreid, Genealogisch-etymologisches Handbuch, ed. Wüstenfeld (Göttingen, 1854), p. 302; the last part of the word is not so clear, and there is a possibility of reading the name as al-Ḵasā, as in l. 6 above, though spelled here with final ya, as in Ibn Doreid, op. cit., p. 183; or even as al-Ḵasūm in Ṭabarī. Annals (Index), and Ibn Doreid, op. cit., pp. 39, 233. The alif of al-Ḵasūm is frequently missing in third-century papryri; cf. Grohmann, op. cit., pp. 37–40, and in Archiv Orientalni, VII (1935), 456.
hîm, wrote (signed) for him (16) by his order and in his presence. (17) Muḥammad, son of al-Jusain, gave witness to all that is in this deed and wrote with his own hand. (18) Ahmad, son of al-Khashram, testified to all that is in this deed and wrote with his own hand. (19) Faṣau(?), son of Ahmad, gave witness to all that is in this deed, and Ḥ-Ḥ, son of Ibrahim, wrote for him by his order and in his presence. (20) Ahmad, son of Muhammad, gave witness to all that is in this deed. (21) Ḥ-Ḥ, son of Ḥusain, gave witness to all that is in this deed and wrote his testimony with his own hand.

III. Oriental Institute No. A6976 (Ṣādakāh or Charitable Grant)

_Date._—Jumādā I 336 Hijrah = 18 November–18 December, a.d. 947.

_General description._—Fine parchment, comparatively well preserved except for two fair-sized lacunae; 25.5 × 20.5 cm.; very narrow margins. It is a palimpsest, written in both cases on one side only of the parchment. The underscript, now very faint, runs parallel to the length of the parchment and is, therefore, at right angles to the lines of the second writing. Three varieties of ink are to be seen—that of the remains of the underscript; the dark, almost black, ink of the main document; and the very light brown of the signature of the witnesses.

_Script._—Small, somewhat angular, cursive hand of mediocre execution but of fair legibility. It is unpointed except for one instance of a ꠞ (l. 2) and another of a ꠧ (l. 3). Ṭashdîd is spelled out in full, e.g., two ḍ’s in ṣallādḥin of line 3, and two ʾn’s of innaha in line 9.

_Nature of contract._—In addition to the well-known alms tax of the zakāt, the Muslim is urged to further individual and private philanthropy: _wakf, ṣadakāh, and hibah_ are the three main types of such philanthropic and charitable outlets. The first of these is too well known to detain us, and the last is a gift for a consideration, tangible or otherwise, received from one’s fellow-men; in the first instance it is essentially of the nature of a sale, and in the second it is the simple gift, both motivated and rewarded by human sentiments alone. Ṣadakāh, “in the way of God,” differs from _wakf_ for the same purpose in that

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87 The letters of the name seem to be _f-s-a-w_, but it is unusual for an Arabic name to end with an _a-w_, and I am unable to find any such name as _Faṣaw_ or _Faṣaw_ or even _Faṣf_ or _Faṣak_, taking the last letter for a _f_ or _k_. On the other hand, the name from its appearance could be read as _Fiṇaw_, for the Coptic _Thµnµd_, which again is a peculiar combination with “son of Ahmad.”

88 Cf. Baillie, _A Digest of Moḥummudan Law_ (London, 1864), Part II, pp. 203–9; Wilson, _op. cit._, pp. 319–7; Fitzgerald, _op. cit._, pp. 210–15. For Arabic texts on these three subjects see Malik-Zurqāni, _op. cit._, Shirāzī, _op. cit._, and Shabānī, _op. cit._; for English translations see Macmaghten, and Russell and Suhrawardy, both cited above.
(a) any unincumbered and commendable object may be given as a ṣadaḵah, while those that can be given in wakf are limited; (b) the donee is free to do as he pleases with the given object, as against the mortmain principle of the wakf; and (c) though Christians and Muslims may both give and receive a ṣadaḵah at any time, there are certain conditions to be met before either, especially the former, can make a wakf, since the purpose of the wakf must be approved both by Islam and by the religion of the founder. Thus a Christian may make a wakf in favor of a hospital or an almshouse, but he cannot make one in favor of a mosque, since that is not approved by his religion; neither can he make a wakf in favor of a church, because that is contrary to Islam.\textsuperscript{59} And it is for this last reason that our document here is a ṣadaḵah and not a wakf. On the other hand, ṣadaḵah differs from hibah in that (a) its object is solely to gain merit and favor with God and so is made without any worldly consideration whatsoever; (b) it is (like wakf) in some instances, at least, effective on declaration\textsuperscript{60} while hibah requires both acceptance and delivery; and (c) it is final and absolutely irrevocable,\textsuperscript{61} while hibah may be revoked under certain conditions. The reason for this non-revocability is that the object of the ṣadaḵah, favor with God, has been attained, and so it has become like a gift for which a value has been received.\textsuperscript{62}

**TRANSLATION**

(1) In the name of God, the merciful, the compassionate. (2) This is what Tūsānəh, daughter of Bisanti . . . (?)\textsuperscript{64} gave as a charitable grant to the church of the monastery of Naklūn\textsuperscript{65} (3) and (to that of) Mikail (of) Shallū—\textsuperscript{66}

\textsuperscript{60} Cf. ibid., pp. 202–3, 217. One such instance is where there is no determined beneficiary, e.g., as a wakf for the poor or for the foundation of a mosque. As a general rule, however, where acceptance and delivery are possible, they are both required for the completion of the transaction.
\textsuperscript{61} Cf. ibid., p. 202; Wilson, op. cit., p. 336.
\textsuperscript{64} (Number not used.)
\textsuperscript{64} The two words following the name Bisanti occur again in 1. 12 and, though clearly legible as s-d ḵ-h-d, are difficult of explanation. They seem to be an attempt on the part of the Arab scribe to give the equivalent of a Coptic titulare phrase that was obscure to him. I am led to this suggestion by what Crum writes of a Sahidic papyrus (Catalogue of Coptic Manuscripts in the British Museum [London, 1905], pp. 452–53), drawing attention to very frequent but obscure additions after a name and title, "one such being the word ḫaḥa, 'la me?'; appended to a name." Since ḵaha means to "walk with short steps," perhaps an idea of lameness is implied as Crum suggests, but it is difficult to tell if this means actual physical lameness—it seems to occur too often for that—or if it is to be taken in a figurative sense.
\textsuperscript{65} The location of Naklūn is dealt with in the historical study growing out of this document; that of Shallū is not definitely known except that it belongs with Buljiš, in the list of rapidly declining towns in the Tanabṭawal region. See n. 39 on Buljiš,.
two monasteries that are in the desert and are known as al-Nakālūn and Shalla in the district (kurah) (4) of the Fayyūm: the fertile tract of land that adjoins the residence of Darkun, daughter of Bisanti, to the limits of all its boundaries, with its timber beams (5) and its structure and its gates and its small garden and all its accessories and its paths and the sum total of its rights in their entirety and its loft (6) and all that is contained within its boundaries and inclosed within its walls. (This is) an irrevocable charitable grant for the sake of God, to whom be glory and majesty. (7) She desires for this neither reward nor praise except from God alone without any associate. The acknowledgment of (8) Tūsānah, daughter of Bisanti, to all the contents of this deed was testified to by witnesses who know her in person and by name (9) and that she is sound in mind and body and in control of her affairs. And it is a charitable grant seized and possessed (10) for these two monasteries irrevocably. Tūsānah, daughter of Bisanti, can neither revoke this charitable

66 From the further specifications which follow in ll. 4–6 the tract must have been improved and cultivated with at least some buildings standing on it. It is also clear from this and the first document that Tūsānah is not disposing of all her property in that location; for she still has her house and the level land she bought from Markūrah, son of Kail, unless we assume that she has disposed of these in the interval between these two contracts.

67 Perhaps the use of the word ḫaf and not the humbler and more usual mansil is evidence of the general prosperity of the Bisanti family, unless we take ḫaf in the sense of a small "keep," which is possible but not likely.

68 Written sometimes as Ṭarkhūn (طرخون), both forms derived from the Coptic ṭapxon; cf. Krall, op. cit., p. 72, No. 74.

69 See I, 9 and note.

70 The reading of جنستنا is given with some reluctance, mainly for paleographic reasons, since in comparison with the rest of the script there seems to be a s or sh instead of those three teeth standing for n-ν-n; for these, together with the b and its sister-letters, are usually more marked than the unit of three teeth for s or sh. From the context the reading "small garden" fits in very well; cf. Abel, op. cit., p. 22. Other possible readings are خشبة, "wood"; حصاة, "benefits"; or, less probably, جبسة, "gypsum"; حبسة, "prison" or "pond"; and جبسة, "inalienable rights."

71 Cf. I, 16.

72 The ʿulā, علَٰ, is the higher or highest part of anything. In this case it seems to stand alone; when associated with a house or any building, it may mean either the raised foundation or the second story of a house or just a simple loft. The term is usually coupled with its antonym (e.g., Abel, op. cit., pp. 16, 22, 48) to mean either specifically the second story and the basement or, where no such things exist, then to mean comprehensively the entire structure (cf. Shabīnā, op. cit., p. 84 [margin]; Shabīnā, ed. Dimitroff, op. cit., pp. 86–87). Is Dimitroff right in concluding that ʿulā is the right to future construction, i.e., something of the nature of "air rights," when this is against the general principle that nothing that is not in actual existence can be the subject of sale or alienation? For would not such air rights be tacitly included in one of the usual comprehensive phrases used when an entire property is bought outright, e.g., "with all its rights," "to do with as he pleases," etc.?

73 Cf. Surah VI, 163, for this phrase, which the Muslim scribe irrelevantly adds; see also Abel, op. cit., p. 37, for a similar instance.


75 It would seem that declaration alone would suffice since the beneficiary is a church (as in the case of a mosque); but not to take any chances, this and the repetitions which follow are added; see introductory comment on the nature of the document.
grant (11) nor make any condition or reservation (regarding it). For this fertile tract of land and its loft are an irrevocable charitable grant for the sake of God to these two monasteries. (12) Testimony is given to the acknowledgment of Tūsānāh, daughter of Bisanti, . . . (?), made in sound mind (13) and body and in control of her affairs, of her own volition, seeking, and desire, neither constrained nor forced, (14) without any defect of disease or of anything else. And that in the month of Jumādā I of the year six (15) and thirty and three hundred. Witness is given to these (facts): (16) Būlus, son of Isma‘īl, gave witness to all that is in this document and wrote his testimony with his own hand. (17) Yūsuf, son of Isma‘īl, gave witness to the acknowledgment of Tūsānāh, daughter of Bisanti, of all that is in this deed and wrote (18) his testimony with his own hand. God is his sufficiency, and the best of guardians is he.

Two lines appear in the upper left corner:

"(1) This (written) document was certified in the presence of Muḥammad, son of ‘Abd-Allah, and that in the (2) month of Shawwāl of the year (six and?) thirty and three hundred."" [2]

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[2] Cf. Abel, op. cit., p. 60, where the term māthnāwiyah is preceded by ta’awwul, a term of similar meaning which our scribe here seems to have omitted by mistake at the end of l. 10 where, though there is room for it, we find no traces of it. If we take the omission to be intentional, then we must credit the scribe with the error of repetition for the phrase wa lā, ـ . This precaution is taken since all but a few specified conditions or reservations render these contracts illegal (see n. 24 on I, 14).

[1] Note that the pronominal ending here is feminine, although in l. 5 it is masculine.


[5] Shawwāl, a.m., 336, falls between April 14–May 13 of a.d. 948, i.e., five months after the initial drafting of the document (see n. 34 on I, 30).

[6] The year date given is thirty and three hundred and so raises the question as to whether this certification refers to the present document or to that of the underscript, which was written in the year 330. Except for this similarity of date, everything else is in favor of its inclusion with the present document: it is written in the same light ink as that used by the witnesses and across clear traces of the underscript, to which, therefore, it could not belong. Thus we are left free to accept a scribal error in the omission of the word “six” in the date group. The earlier document of the underscript consists of ten lines written at right angles to the present one and is legible now only in isolated words—kurah, “acknowledgment,” “receipt,” “all,” and “sum total of”—which, together with the date, indicate that the document was a deed of sale executed some six years previous to the present one.

[7] Professor Grohmann’s Arabic Papyri in the Egyptian Library, Vol. I (Cairo, 1934), reached us after this manuscript had gone to press. The wealth of documents at his disposal, and the full and scholarly way in which he has treated them, make his publication, like the rest of his work on Arabic papyri, indispensable to the Arabist. I regret that it did not reach us earlier, for in several instances it would have made my path much easier.

Professor Grohmann on his p. 152 has thrown some light on the formula which helps to clear the question raised in connection with the word in III, 5. On the other hand, I trust that the fact that the sh of Bursah is clearly pointed with three dots in II, 2–3, together with the solution suggested in n. 39, will help to clear the question he has raised (p. 151) regarding the name Buljusūk-Bursah.

[To be continued]