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Deed of lease from Fustāṭ. Rajab the 11th 567AH / Feb. the 16th 1172 AD.
Deed of lease from Fusṭāṭ
Rajab the 11th 567AH / Feb. the 16th 1172AD

APPROXIMATELY 16.5 × 24.5 cm yellow paper contains 19 lines. Blank verso. Shrinkage on the right and left sides. Found during the excavation of a mound a few meters outside the wall of Saladin south east of the site excavated by Bahgat and Gabriel at Fusṭāṭ. It was found on 27th of Dec., 1988.

Text
(fig. 1)

1 بسم الله الرحمن الرحيم
2 هذا ما استأجر أسيد بن منصور [ر] الصواف وهو بومهذ رجل شاب معتدل القامة
3 [وجهه مشو] يحمره واضح الجبهة بها غضون مقرن الحاجبين خفيف كحل العينين
4 [ ... ] الأنب خفيف شعر العارضين باشلا حاجبه الأيمن أثر من محارب بن جعفر
5 استأجر منه صفقة واحدة و عقداً واحداً جميع الطبقة الوسطا التي
6 من حقوق الدار التي بفسطاط مصر بدرج مجد الملك بسمه داهم في الرواق
7 الغبر (sic) نافذ مجاورة لدار القاضي المؤمن دايم ... بعد
8 والقاعة السفلية بقسم الفوارة والسلم المتواصل عليه إلى علوة بأول حق
9 طبقتان متاطبتان و وضعت الإجارة على المنزل الأوسط الذي
10 من حقوق الطبقة الثالثة و فراع الشاغل لها بعدة سنة شهر
11 ... إلىهم أولها الحادي عشر من رجب سنة سبع وستين وخمس مائه و أخرها
12 انقضاء العاشر من محرم من سنة ثمان وستين وخمس مائة بجرة بمبلغها في كل
13 شهر «ستة» دراهم [؟]
14 ورقة جياداً إجارة نافذة مائية تقوم بها قسط كل شهر سلخه دون
15 مدافعة ولا ممانعة وتسليم ما استأجرها ووجب الإتفاق به طول هذه المدة بها

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Literal Translation

1. In the name of God the Merciful the Compassionate
2. this is what Asad Ibn Mansû[r] the wool weaver, has rented and he is a man, at that
day, a young man of straight stature
3. [his face is slight]ly reddish, his forehead is clear with wrinkles by the end of the
two eyebrows, his two eyes’ kohl is slight
4. the nose is… (and) above his right eyebrow (there is) a scar, from Muḥārib Ibn Ğa’far
5. he has rented from him in one deal and one contract all the middle storey which is
from the contents of the house which is in Fustāṭ Miṣr at the alley of Maġd El-Mulk
at its passageway, it is inside
6. the blocked alley located beside the house of the judge Al-Mu’taman may he stay
long… after
7. and the lower hall which is dedicated for the fountain and the staircase which someone
can reach through it to a roof, first to be related to (the house)
8. they are two storeys, one over the other, and the rental value was implemented on
the middle apartment which is
9. from the contents of the third floor, the renter’s period exceeds six month
10. … to them [?] its beginning is on the eleventh of Raġab in the year five hundred
sixty seven (February 16th, [1172 A.D.] and its end (will be)
11. the departure of the tenth of Muḥarram in the year five hundred sixty eight [August
13th, 1172 A.D.] the rental value, its amount in each month is “six” dirhams [?] of
good silver, [it should be] a forward executed rent the installment [is to be] paid
every month, its last day with no
12. quarrel or forbearance, and he received what he has rented, and the benefit of it is a
must during this period in it
13. and to its end, [that happened] after examination, satisfaction, separation of persons’
bodies and guarantee of the indemnity
14. [the scribe?] has testified the acknowledgment of the renter including what it contains,
on the eleventh of Raġab, year
15. five hundred sixty seven, there is a corrected [phrase which is] “and above his
eyebrow” and it is correct
16. he made me [I the scribe] witnessed on it that correction
17. and Al-Qayyim Ibn al-Amin [?] wrote [this deed]
Comments

Lease contracts are few among the finds of the excavations. There are many reasons, one of them is the fragile nature of the papyri or papers and the Arab tribes’ traditions of living in an independent house for each family and tending not to share with strangers. According to Yūsuf Rāqīb, very few rent contracts among papyri collections have already been published.¹ The quality of the calligraphy of this text, compared with the others, shows that it was executed by a professional hand which did not care about details such as letters’ shapes, dots, and separation of certain Arabic letters which ought to be separated. These reflect this type of daily life text. The clerks who were used to work for Royal dynasties had to be chosen from the very elite and their calligraphic texts ought to be very elegant “in order to prevent any critic and not to find anything to criticize”.²

This contract had been issued on the eleventh of Ra’īab, year 567 A.H. (1172 A.D.) seven months after the death of al-‘Ādīd, the last Caliph of the Fatimid dynasty, on the tenth of Al-Muḥarram, 567 A.H.³ In the Arabic language, there are two verbs to express “rent”, “- akra” and “- āqara”. Here, the scribe has chosen the second one, for it was also favoured in the Holy Coran,⁴ although the first term was widely used in the early Islamic era.⁵ The names of the lease-holder and the renter were mentioned at the forehead of the deed, with very wide description of the lease-holder which seems to be according to the Coranic longest verse which insists on an explanation of all details, especially regarding the debt contracts.⁶

No surname concerning certain tribe was mentioned. From the huge majority of the tombstones’ names, we can see how important that is to mention tribes’ names.⁷ Fustāṭ itself was divided among the tribes which came from the Arab peninsula while a certain quarter was dedicated to the Egyptians of various factions to live in,⁸ being allowed also to build religious buildings such as churches and a synagogue. This tradition has been respected but not for ever. Through the excavation of Gayraud, we are sure that both the Arab tribes and the Egyptians had been interlaced and mixed at very early periods. We have found papyri written in Arabic and Coptic obviously made by people who are eager to learn Arabic.⁹

Here the surname of one of them expresses the young man’s profession not tribe.¹⁰

Mentioning the “middle storey” means that the house contained at least three storeys. This supports what the travellers had said about the houses of Fustat, although Bahgat rejected the idea of the presence of more than one storey,¹¹ but he accepted that some houses may have had two storeys.¹² Here we can be sure that this house had at least three storeys as it

¹ Yūsuf Rāqīb, p. 119.
² Al-Sayrāfī, p. 19, 30.
⁴ Al-Qasāṣ, verse 26, 27.
⁵ Adolf Grohmann, vol. 2, p. 35, 39, 42, 44, 48, 75, 80, 83, 87; for the second term “āqara”, see p. 91, 94, 104, see also Yūsuf Rāqīb, p. 123.
⁶ Al-Baqara, verse 282.
⁷ Gaston Wiet.
⁸ Władysław Kubik.
⁹ Roland-Pierre Gayraud, p. 57-87.
¹⁰ Also, Yūsuf Rāqīb, p. 123.
¹¹ Aly Bahgat, p. 94.
¹² Aly Bahgat, p. 53, 54.
was clearly mentioned in line 10 “the third storey”. I am convinced that some houses had four storeys because we found in our excavations since 1988 rough pieces of plasters retaining the impression of palm branches which I think were used then as upper walls for the ultimate storey beside using them for roofs.\footnote{Al-‘Umari, p. 84.}

At line 6 he mentioned “Fustāṭ-Miṣr”, “Miṣr” is the Arabic—even the Semitic—name of Egypt. The two terms’ roots are different. The Arabic term “Miṣr” means “boundary” or “frontier” or “limit”.\footnote{Abd al ‘Azīz Sālīh, p. 5-10.} This came from the Arabian point of view about Egypt and its presence at the western limit of the Arabian peninsula. By the way, there are many theories about the word “Egypt”. The more widely accepted one is that the word “Egypt” came from the ancient Egyptian term “ht-k2-Ptah” which means “the temple of God Ptah in Memphis”.

Prof. Saleh advocates the ancient Egyptian word “agby” which means the “floodplain”.\footnote{Abd al ‘Azīz Sālīh, p.11.} I humbly suggest that the term “Egypt” is coming directly from the ancient Egyptian two words: “Geb-ta”. Geb is the name of the god of earth in the ancient Egyptian mythology. “Ta” means “land” or “earth”. So, Egypt is the land of God Geb. I confess that this conjunctive term is upside down for the ancient Egyptian used to say “ta-Geb” not “Geb-ta” to express the “land of Geb”, beside the simple conversion of kmt (the ancient name of Egypt) into gpt and then Egypt.

At line 7 and the end of 6, it was mentioned that the house is located at the “blocked alley” lit. the “unpassable alley”. The recent excavations of the very early houses of Fustāṭ near Iṣṭabī ‘ Antar,\footnote{This excavation has taken place by the Ifao since 1985 till now, directed by Roland-Pierre Gayraud. During most of its seasons since then I was honoured to be the archaeologist inspector representing the Egyptian Antiquities Organization.} prove the nature of the houses of Fustāṭ reflected by this contract. Streets were narrow and curved, some of them were blocked. The city of “Al-Qaṣr” in the Dakhla Oasis is very similar to Fustāṭ of the Middle Ages.\footnote{Roland-Pierre Gayraud.}

At the same line word “Al-Qāḍī” means the judge was mentioned. At the end of the Fatimid, the Ayyubid, and the Mamluk eras, this title did not necessarily mean the profession, but it was also used as an honorary title for religious scholars, State employees and the important scribes.\footnote{Îasan al-Bæ‡æ, p. 424. Al-Qalqa‡andî, vol. 5, p. 451; vol. 6, p. 23, 1957.}

At line 8, phrase “dedicated to the fountain” reflects the fact that most of the houses of Fustāṭ excavated by Bahgat or Gayraud had a fountain or more each. Some of those fountains were for water to refresh the air of the court, some to breed fishes,\footnote{Aly Bahgat, Roland-Pierre Gayraud.} and others to be used as an open bath “hammām”.

From line 9 to 13, the period and the rent of the lease were mentioned. The period was six months from Ra‘āgb the eleventh, 567 A.H. to Al-Muharram the tenth, 568 A.H. (February 16th, 1172 A.D. to August the 13th, 1172 A.D.). This seems to be done according to the Islamic law which insists on describing in certain words both the period and the rent.\footnote{Al-San©ænî, vol. 3, p. 168, 1987. –Al-HayÚamî, vol. 4, p. 111. –Ibn Qudæma, vol. 6, p. 258.}
According to Islamic law market’s prices must not be fixed, but it must be left to supply and demand.\textsuperscript{21} During the era of Al-Mustansir—the Fatimid Caliph who ruled from 427 A.H.-1036 A.D. to 487 A.H.-1094 A.D., Nāsir Ḥusraw—a Persian traveller—said that the Caliph owned no less than twenty thousand shops for rent in the capital, most of them rented for ten dinars each per month. He had also eight thousand rooms for rent in Cairo and Fustāṭ. Those were beside baths and other buildings.\textsuperscript{22} We should not forget the exaggeration of this saying because both the traveller and the Caliph relate to the same ši‘ā faction of Islam. In this text, the rent fee is not clear because words are unclear at that part. Maybe it was six (or sixty) dirhams. The stability of coins at that period was not sure and even chaotic after a very long period of famine. In the year 1199 A.D., according to Fustāṭ’s documents of Geniza,\textsuperscript{23} the daily wage of the laborer (a mason) was 5 dirhams plus a lunch meal worth 1.25 dirham.

In the year 1183 A.D., a laborer with two other workers received 10 dirhams, the laborer’s wage was 5 of that amount. According to a long account from Abū-Šīr (Būṣr), written around 1045 A.D., the daily wage of a skilled worker was six dirhams. The value of coins during the era of Saladin was thirteen dirhams and one third of dirham for each dinar.\textsuperscript{24} A teacher was employed for forty dinars per month, which means 534 dirhams per month. Because of the above mentioned facts, and concerning the reading, I can advocate neither “six” nor “sixty” for the value of the rent.\textsuperscript{25}

The first word of line 13 means silver (lit. ورق wariq). It was mentioned once in the Holy Coran.\textsuperscript{26} More widely used to express silver in Arabic is “فضة fiddla”. The scribe had described the silver which ought to be paid, as of good quality which means that there was silver of bad quality at the market. That looks normal at that time with the collapse of the Fatimid dynasty. The contract insists that the rent value is to be paid at the end of the Arabian month not at the beginning.

Line 14 insists that this agreement must be executed, which means no one has the right to violate it and the renter has received what he has rented and he had the right to use it during the whole period of the contract.

Line 15 mentions that this agreement had been done after examination, satisfaction, and parting of the two persons. Something else was mentioned, that was the “guarantee of indemnity”. An indemnity system was common during various Islamic eras. Policemen were used to wander around streets to protect houses and shops.\textsuperscript{27} They were called “عسق ‘asas”, lit. “the secret police wandering at night”. Sometimes they had to inform about the wine makers and chase them following the grapes’ carriers.\textsuperscript{28}

\textsuperscript{22} Nāsir Ḥusraw, p. 48.  
\textsuperscript{23} S.D. Goitein, A, v. 1, p. 95.  
\textsuperscript{24} Al-Maqrîzî, vol. 2, p. 400.  
\textsuperscript{25} See the last word of line 12 at the plate.  
\textsuperscript{26} Al-Kahf (18): verse 19.  
\textsuperscript{27} Al-Maqrîzî, vol. 2 p. 107.  
\textsuperscript{28} Al-Maqrîzî, vol. 2, p. 149.
The witnesses of the scribe come at line 16. The following line includes the date and registers that a pen mistake has happened and was corrected. At the following line (18), another witness was mentioned concerning the correction of the pen mistake.

The name of the scribe comes at the final line.

**Bibliography**

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DEED OF LEASE FROM FUSTĀT

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