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A COMPARISON OF ARABIC AND EARLIER EGYPTIAN
CONTRACT FORMULARIES, PART IV: QUITTANCE FORMULAS*

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I. INTRODUCTION

THIS section will deal with three issues: (1) the idiom of "removal" as a term of quittance, (2) the idiom of "removal" as a term of defense in the warranty, and (3) cross-linguistic parallels of other quittance formulas. I will begin with "removal" as a term of quittance in Arabic.

II. REMOVAL AS QUITTANCE IN ARABIC

Arabic formulas which use removal as a term of quittance are presented in order of their decreasing frequency of documentary attestation.

In part II, support for translating the root *b-r-ʔ* (Form I), "to remove from/to be far from," is briefly discussed.¹ The normative Arabic quittance uses *b-r-ʔ* in the Fourth Form. Form IV, *abraʔa*, has been translated "quit," "release," "receipt." In the Qurʔān, where Form IV occurs twice, it unequivocally means "to heal" in each instance (3:43 and 5:110). According to Jeffrey, confusion in the meaning of the term and variation in its pronunciation probably reflect the assimilation of the Arabic root *bariʔa* (to be free, pure, innocent, healthy) to the East Semitic root *baraya* (to create, separate, cut).² Al-Azharī explains that Arabs of the Hijaz pronounced the root *b-r-ʔ*, "*baraʔa*," while other Arabs pronounced the same root "*bariʔa*." Al-Azharī and traditionists base their discussion of the two roots on Qurʔānic attestations.³

In five of twenty-nine Qurʔānic attestations, the meaning of the root *b-r-ʔ* is "to create," indicating derivation from the East Semitic root *b-r-y* (2:51, 57:22 59:25, 98:5, 98:6). Other Qurʔānic attestations of the root in the First, Second, and Fifth Forms would seem to be of the West Semitic root *b-r-ʔ*, since in those the root occurs in the context of quittance.⁴ In each of those instances, the lexical item could be rendered in English by "to remove from, to be far from, to separate from, to relinquish, or to release," for

* See pts. I, II, and III of this series of articles for abbreviations of works cited throughout; pt. I: *JNES* 40 (1981): 203-25, 355-56; pt. II: *JNES* 44 (1985): 99-114; and pt. III: *JNES* 47 (1988): 105-12. All parts of this series are abbreviated CAF.

The orthography of Arabic and Greek texts cited

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has been standardized.

¹ See CAF, pt. II, pp. 106-7.

² A. Jeffrey, *The Foreign Vocabulary of the Quran* (Lahore, 1977), pp. 75-76. See also E. Dantine, "Création et séparation," *Le Muséon* 74 (1961): 447; and D. Botterweck, *Der Triliterismus im Semitischen*, Bonner biblische Beiträge, no. 3 (Bonn, 1952).

³ Wensink, *Concordance et indices de la tradition musulmane*, vol. I (11) (Leiden, 1936), pp. 162-65.

⁴ For citations of the other forms, see Flügel, *Concordantiae Corani Arabicae* (Leipzig, 1842), s.v.

example, in sūra 9:1, "There is a release (*barāʿatun*) from God and His messenger for those of the unbelievers with whom you have made a covenant. God and His messenger are far from (*bariʿun*) the unbelievers"; and sūra 43:25, "And when Abraham said to his father and his people I removed myself from (*baraʿun*) that which you worship, except from the One who created (*faʿara*) me."

THE SELLER REMOVES THE BUYER FROM THE PRICE

The normative Arabic quittance, in fifteen of twenty-seven intact, documentary clauses,

وأبراء من الثمن براءة قبض واستيفا*

immediately follows the seller's taking of the price "without remainder in full" (*tamāman waḥḍan*). This is also the normative quittance formula according to Ṭahāwī.⁵

The normative quittance, using *b-r-ʿ* Form IV, has been translated:

And he receipted him (the buyer) with a receipt for full payment received.

وأبراء من جميع الثمن براءة قبض وتراضا
(Or. In. II, 10, Buljusūq, Fayyūm 336/947).

He has released him from all of that . . . by a receipt acknowledging that he has received and taken (it, the price) over fully.⁶

وأبراء من جميع ذلك . . . براءة قبض واستيفا
(APEL, no. 54, 8-9, Buljusūq 448/1056).

And they have given him a quittance by means of a receipt acknowledging that they have received and taken it (the price) over fully.

وأبرأوا من ذلك براءة قبض واستيفا
(APEL, no. 60, 9, Buljusūq 406/1015-16).

As translated, the normative formula would seem to bear little relation to earlier "removal" formularies. However, when we translate the normative Arabic formula literally, a relationship is suggested, as in, for example:

And he removed (*abraʿahu*) him (the buyer) from the price, a removal (*barāʿatan*) of taking and fulfillment (*istifāʿan*).⁷

Six related contracts from Ushmūnayn provide a longer version of the normative formula.⁸

⁵ See Ṭahāwī, pp. 15-17.

⁶ For editorial comments on this text, see CAF, pt. II, n. 14.

⁷ In Islamic law *istifāʿ*, "fulfillment," indicated

acceptance by the creditor of the performance or payment due. In modern Arabic, the term is translated "payment."

⁸ APEL, nos. 64, 65, 66, 68, 69, 70, 71.

(The seller) removed him (the buyer) from that (the price) a removal of taking from him and fulfillment for the whole of it, and from every word, document⁹ and oath, for all causes and reasons, every one of them.¹⁰

وأبرأه من ذلك براۓ قبضه واستيفاء لجسيمه من كل قول وحجة ويمسك على جميع
الوجوه والأسباب كلها

(*APEL*, no. 65, 16–17, Ushmūnayn/Hermopolis 441/1050).

In two other documents, one from Buljusūq al-Bursh in the Fayyūm and the other from al-Siyūṭ/Lukopolis, we find a variant of this formula:

(The seller) removed him (the buyer) from all of that (the price) and from its weight and cash and from the oath against it or against any part of it, a removal of taking and fulfillment.¹¹

وأبرأه من جميع ذلك ومن وزنه ونقد ومن اليمين عليه أو على شيئا منه براۓ قبض واستيفاء

(*APEL*, no. 54, 8–9, Buljusūq, Fayyūm 448/1056).

Juridically, the seller's possession ceases once the price is paid.¹² Ṭaḥāwī explains that according to Abū Ḥanīfa, the documentary quittance formula provides for the release of claims, which need not involve payment.¹³ The normative formula states that the seller has taken the price from the buyer, and therefore, the seller has no claim to the property. Longer normative formulations add that the seller has no evidence upon which a claim to the property could be based. A claim could have been based on a "word" (hearsay), a document (evidence), or an oath (sworn testimony).

That the normative Arabic quittance should be understood as the seller's removal of his claim to the property and not as a receipt given to the seller for payment of the price is further strengthened by the formulary next discussed.

THE SELLER REMOVES HIMSELF FROM THE PROPERTY

Upon taking the price "without remainder, in full, the seller removed himself (*bariʿa*) from the property." This formulation is attested in four related Arabic contracts from fourth/tenth-century Ṭuṭūn, two using the verb in Form I¹⁴ and two with the verb in Form V.¹⁵ The formula also occurs in five contracts of sale on future

⁹ *Hujja* can be translated "allegation" or "document," either of which could serve as evidence; see n. 37 below.

¹⁰ Translated in the edition "... he has given him a quittance for 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..."

¹¹ Translated in the edition "... and he has released him from all of it and from its weight and ready money and from the oath with regard to it or any portion thereof, by a receipt (acknowledging that he has) received and taken (it) over fully..." See also n. 7, above.

¹² This is stated by Ṭaḥāwī with reference to fraudulent sales in which the price is not paid. See Ṭaḥāwī, p. 191.

¹³ *Ibid.*, p. 31, 5.9.

¹⁴ See *P. Mich* 5634 and 5635 (= CAF, pt. 1, secs. I and II).

¹⁵ See *APEL*, nos. 57 and 59. The verb in Form I occurs in *P. Mich* 5634 and 5635 (= CAF, pt. 1, secs. I and II) both from Ṭuṭūn in the Fayyūm in the fourth/tenth century. Form I also occurs in *P. Edfu* 1 (= D. Rémondon, ed., "Cinq documents arabes d'Edfou," *Annales Islamologiques* 2 [1954]: 103–12), a contract for the sale, clearly dated 253/867. The verb in Form V occurs in *APEL*, nos. 57 and 59. The companion document, *APEL*,

delivery from the Fayyūm dated 250–64/864–78.¹⁶ By this formula, the seller has no claim on the property: “he has removed himself from it.” Ṭaḥāwī lists this formula as a quittance used to acknowledge repayment of debt, “You removed yourself from my money, which you had, toward me” (Form I); and “I removed you from my money which you had” (Form IV).¹⁷

MUTUAL REMOVAL

In two related documents from Buljusūq, after the seller “removes himself from the price,” both the buyer and the seller remove themselves from each other.

Each removed himself from the other.¹⁸

وبرى كل من حي

(*APEL*, no. 67, 16, Buljusūq, Fayyūm 450/1058).

This mutual quitclaim formula is also attested in an Arabic division of inheritance in which a literal statement of no claim is followed by the parties to the agreement removing themselves (*bari'a*) from each other:

And each one of the two of them removed himself from his associate¹⁹

وبرى كل واحد منهما من صاحبه

(*APEL*, no. 138, 10–11, Ushmūn/Hermopolis 412/1022).

This formula, directly following the seller's removal of claims, probably represents a transition from the quittance formula to a warranty clause which immediately follows in the documents.²⁰

In the next formulation, *bari'a* occurs in a quasi-warranty clause, rather than as a simple quittance.

Perhaps to be put in the same category is a unique attestation of a buyer's removal from the price.

(The buyer) removed himself from²¹ it (the price) toward them (the sellers).

برى منها اليهم

(P. Yale, 6 [=Torrey], Alexandria? 205/821).

no. 58, is to all appearances copied from no. 57, except that it drops the word *bari'a*. The five Ṭuṭūn contracts are so close as to represent one document. As no. 58 may have dropped the word *bari'a*, P. Mich. 5634 dropped *qrār* from *iqrār*. Form V also occurs in *APEL*, no. 76, the sale of a date palm dated 324/936 (also at Ṭuṭūn).

¹⁶ See MEF III, 6; IV, 8; V, 11; VI, 6; and X, 6.

¹⁷ See Ṭaḥāwī, p. 15, 2.64.

¹⁸ *Bari'a* is written *bry*, and the *ya* in *ḥayyin* is pointed in the text (see CAF, pt. II, p. 105, fig. 1). Translated in the edition, “. . . and quittance for all

(this) has been given by a man in the quick.”

¹⁹ Translated in the edition, “. . . and each of them has released his partner”

²⁰ See CAF, pt. II, pp. 104 ff.

²¹ The text is not pointed on the plate and *minhā* is read *fihā* in both the edition by C. C. Torrey, “An Arabic Papyrus Dated 205 A.H.,” *JAOS* 56 (1936): 288–92, where the text is translated, “. . . and by it (this payment) (the seller) became free of obligation to them” and in the edition by Abbott, “An Arabic Papyrus Dated 205 A.H.,” *JAOS* 57 (1937): 312–15. *Bari'a* followed by *fī* is unparalleled.

THE SELLER REMOVES CLAIMS FROM THE PROPERTY

In an Arabic contract for the sale of a horse, the seller removes others from the property, i.e., claims brought by a third party against the horse.

The seller has removed the buyer from every attachment which his (the seller's) son brings.

وقد أبرأ . . . من كل علقه تجية من ولده
(BAU 12, 11-12, Tuṭūn/Fayyūm 382/992).

SUMMARY OF REMOVAL AS QUITTANCE IN ARABIC

The normative Arabic quittance formula is "The seller removed the buyer from the price," i.e., the seller has no claim on the property sold. A less well attested formula, "The seller removed himself from the property," was known to Ṭahāwī. Mutual removal, in which the buyer and the seller remove themselves from each other, is attested in two related documents from fifth/eleventh-century Buljusūq in the Fayyūm and in a fifth/eleventh-century inheritance settlement from Ushmūnayn/Hermopolis. In one fourth/tenth-century document from Tuṭūn in the Fayyūm the seller removed third-party claims.

III. REMOVAL AS QUITTANCE IN EARLIER LINGUISTIC USAGE

DEMOTIC

The Seller Removes Himself from the Property

The Demotic verbal formulation "to be far" was rendered in Greek translation by ἀφίστημι (to remove, to separate).²²

We remove (from the property).
Αφιστάμεθα . . .
(SB 5246, 3, Fayyūm 3/2 B.C.).

In the Demotic formula of the Ptolemaic and Roman periods, the "deed of being far" immediately followed the "deed concerning silver."

I have received its price in money out of your hand. It is complete, without any remainder . . .
I am far from you as regards your house²³
(P. Ryl. Dem. 12, Thebaid/al-Aqṣur 281 B.C.).

²² Pestman, *Marriage*, p. 17, n. 6 and p. 90. Griffith, *P. Ryl. Dem.*, pp. 125-26, "'I am distant from thee from thy house' was rendered in Demotic cessions by ἀφίστασθαι, παρακεχωρηθέναι, or ἀφίσταται." Greek translations of the Demotic formula occur in documents to which the seller

subscribes, "to this sale and cession," for example, *P. Ryl. Dem.*, 160, A.D. 28-29. Griffith comments, "It can hardly be doubted that the form of the cession in the Greek papyri is greatly affected by, if not derived from, Egyptian originals."

²³ Translated by Pestman, *Marriage*, p. 19.

The quittance "the seller removed himself from the property" is attested in both Greek translations of Demotic documents and in Demotic Egyptian documents.

ARAMAIC

Y. Muffs has traced the Aramaic quittance formula, *rḥqt*²⁴ *mnk mn*, "I have removed myself from you concerning (the property)," through cuneiform isoglosses stretching back to the Akkadian.²⁵ The Arabic quittance formula *bari'a minhu ilayhi*, "he removed himself from it for him," parallels the Aramaic.

IV. REMOVAL AS DEFENSE IN THE WARRANTY

ARABIC

In the Arabic, removal of encumbrances brought by third parties is a normative element of the warranty clause attested in all but one of the documents.²⁶ However, in the Arabic warranty, removal is not stated idiomatically. While a formulation using the term separation (*fakāk*) is attested in three related contracts from Buljusūq,²⁷ the normative Arabic defense is "clearance."²⁸

Removal of third parties is attested following the normative Arabic quittance clause in the quasi-warranty clause of one Arabic document (see p. 272 above).

GREEK

Greek contracts of the Roman and Byzantine periods regularly attest removal using ἀφίστημι, the same word that was used to translate the Demotic "to be far" as a future obligation created by the warranty.²⁹

Whoever calls you in or proceeds against you on account of the aforestated house, we, the sellers, will remove and we will make clean for you.

τὸν δε ἐγκαλέσοντα σοὶ ἢ καὶ ἀντιποιησόμενον περὶ τῆς προδεδηλούμενης οἰκίας . . . οἱ πεπακότες ἀποστήσομεν καὶ καθαροποιήσομεν σοὶ
(P. Lond. 1722, 42-45, Syēnē/Aswan A.D. 573).

Everyone who comes against . . . he will remove

καὶ πάντα τὸν ἐπελεύσομενον . . . ἀποστήσειν . . .
(P. Lond. 1164e, 16, Antinopolis/Anšinā A.D. 212).

²⁴ *Rahīq*, from the Syriac "far, remote," occurs in the Qurʾān; see Jeffrey, *Foreign Vocabulary*, pp. 141-42, pp. 85-86.

²⁵ See Muffs, pp. 116-28 and 160.

²⁶ A warranty clause is attested in all but one document, *BAU* 10/2, 405/1015 Fayyūm, which is in every way irregular.

²⁷ See *APEL*, nos. 54, 60, and 62; see also CAF, pt. II, p. 109.

²⁸ See CAF, pt. II, pp. 110-14.

²⁹ In ten of twenty-eight contracts from the sixth

and seventh centuries A.D. but attested in contracts from every location from which contracts are extant. The Demotic "to be far" is rendered by ἐκστήσω, "to drive out," in *SB* 5231, 5275, and 5246 and by ἀποστήσω in *SB* 5247. "Removal" is also attested in Greek contracts dating from the Roman period, for example, *P. Wisc.* 58 dated A.D. 298 at Theadelphia/Fayyūm; *P. Thead.* 1 and 2, A.D. 306 and 305 respectively; Bahnasā, *P.O.* 1699, A.D. 240-80; *P. Lips.* 3, Hermopolis/Ushmūn A.D. 306.

DEMOTIC

In addition to the seller's removal of himself ("I am far from you"), removal of others is also regularly attested in the warranty clause of Demotic contracts ("I am far" and "I will remove" are both expressed by the root *wy*).

I am far from you as regards your house. It is yours, it is your house . . . him who attacks you on this ground (at law) in my name or in the name of anybody whosoever in the world, I will remove him from you³⁰

(*P. Ryl. Dem.* 12, 18, Thebaid/al-Aqşur 281 B.C.).

Quant à celui qui viendra contre toi à leur sujet en mon nom ou au nom de n'importe quelle personne au monde, je ferai en sorte qu'il s'éloigne de toi

(*P. Dublin* 1659 [= *RTDP*], 8A, 1.7, Jeme?/Madinat Habu, Feb.-Mar. 198 B.C.).

In a very early Demotic sale of land, the seller asserts that no third party has a claim on the property and that if a third party makes a claim, the seller will "remove" him.

Je n'ai aucune contestation au monde (à faire) à son sujet. Personne au monde, pas plus que moi, ne pourra exercer (son) autorité sur elle, excepté toi, à partir d'aujourd'hui, à jamais. Celui qui viendra chez toi (pour faire une contestation) à son sujet, en mon nom (ou) au nom de toute (autre) personne au monde, je l'écarterai de toi.

(*P. Louvre* E7128, 4 [= *CTJ*], Thebaid/al-Aqşur 511 B.C.).

SUMMARY OF REMOVAL AS DEFENSE

A Demotic Egyptian document dated as early as the sixth century B.C. and Demotic Egyptian documents of the Ptolemaic period regularly include removal as a term of defense in the warranty, as do Greek documents of the Ptolemaic through the Byzantine periods.

Both the Arabic and the Aramaic regularly include clearing/cleaning, but not removal, as a term of defense in the warranty.³¹ Infrequently, Demotic Egyptian documents and, more regularly, Greek documents of all periods include cleaning as well as removal as terms of defense in the warranty.³²

V. CROSS-LINGUISTIC PARALLELS IN OTHER QUITTANCE FORMULAS

ARABIC

Juridically, the importance of the normative Arabic quittance using "removal" was that once having taken the price, the seller had no claim to the property sold. The following are other documentary Arabic quittance formulas which state the seller's quitclaim literally as a declaration of having no claim.

³⁰ Translated by Pestman, *Marriage*, p. 19.

³¹ Yaron, *Law of the Aramaic Papyri*, pp. 89-90.

³² See CAF, pt. II, pp. 110-14.

The Seller Has No Claim on the Property

Five related documents from fourth/tenth century Tuṭūn, Fayyūm³³ and two fifth/eleventh-century documents, one from Buljusūq in the Fayyūm, *APEL*, no. 75, and one from al-Siyūt/Lukopolis, *APEL*, no. 72, include literal statements of "no claim."

There is not belonging to (the seller) in this house after this recording any claim and no demand for any cause and not for any reason.

ليس ل... في هذا الدار بعد هذا الكتاب دعوى ولا طلبية بوجه من الوجوه ولا سبب
من الأسباب

(*P. Mich.* 5635 [=CAF, pt. II, no. 1] 9-10, Fayyūm 352/963).

Ṭaḥāwī provides almost the same formulation for a contract for the sale of a house without the land and for a contract for the sale of a house made on behalf of a third party.

He has no right in what the sale named in the interior of this writing included and he has no claim in it and no demand for any causes or reasons, all of them.

وانه لا حق له فيما وقع عليه هذا البيع المسقى في بطن هذا الكتاب ولا دعوى له ولا
طلبية على الوجوه والأسباب كلها

(Ṭaḥāwī, p. 122, l.0).

Similar formulations are attested in documentary Arabic from Spain:

And there remain no rights to the seller in the entire [thing sold] for any reason and in any way whatsoever.³⁴

Compare in Shāfi'ite formulary:

No right whatsoever remains to the seller.³⁵

فلا عاد بقا للبياع حق من الحقوق.

A literal statement that the seller has no claim on the property is also included in Arabic documents from the Fayyūm and Middle Egypt.

Seller Has No Evidence of a Claim

In addition to a literal statement of no claim, *APEL*, no. 75 also includes a literal statement that the seller has no evidence upon which a claim could be made.

³³ See *APEL*, nos. 57, 58, and 59; *P. Mich.* 5634 and 5635 (= CAF, pt. I, secs. I and II).

³⁴ W. Hoenerbach, *Spanisch-islamische Urkunden aus der Zeit der Nasriden und Moriscos* (Berkeley and Los Angeles, 1965), p. 272.

³⁵ Translated, "the vendor no longer retains any rights (therein)," in the edition by R. B. Serjeant, "A Judeo-Arabic House-Deed from Ḥabbān," *JRAS*, 1953, p. 125.

There is not belonging to these two sellers named, in the whole of this residence for which this sale was executed, hand or possession, no inheritance, no sharing, no attachment to the price, no exception either little or much, no word, no oath, no document.³⁶

ولم يبق لهؤلاء الباعين المسمين في جميع هذا المنزل الذي وقع عليه هذا البيع
لا يد ولا ملك ولا مورت ولا شركة ولا علقة ثمن ولا استثناء ولا قليل ولا كثير ولا قول
ولا يمين ولا حجة

(APEL, no. 75, 16-17, Buljusūq/Fayyūm ca. 448-450/1056-58).

A literal statement of no claim and no evidence is also attested in a quitclaim settling the division of an inheritance:

There does not remain to one of the two of them, in the possession of his associate, in all of that which their deceased mother left to him, in the city of Ushmūnayn, little or much, and no demand, no claim, no word, no document, no oath, on account of any cause or reason, all of them.³⁷

ولم يبق لواحد منهما قبل صاحبه في جميع ما خلفته والدتهما المتوفاة عنهما بمدينة
الاشمونين قليل ولا كثير ولا دعوا ولا طلبية ولا قول ولا حجة ولا يمين على جميع
الوجوه والأسباب كلها

(APEL, no. 138, 6-9, Ushmūn/Hermopolis 412/1022).

EARLIER LINGUISTIC QUITTANCE FORMULAS

Seller Has No Claim in the Property

Greek documents of the Roman and Byzantine periods do not include a literal statement that the seller has no claim. Demotic contracts from the Ptolemaic period regularly do.

I have not a single claim in the world against you in their names from today and thereafter³⁸
(*P. Ryl. Dem.* 12, Thebaid/al-Aqṣur 281 B.C.).

³⁶ Translated

There has not remained in favour of these named sellers in respect to the whole of this dwelling house, about which this sale was effected, any right of possession any property right, any right of succession, any common ownership, any dispute (*ʿulqa*) about the price, any reservation, whether little or much, any statement (*qawl*) or oath or proof for evidence (*hujja*).

For *ʿulqa* see CAF, pt. II, p. 107. *Hujja* can be translated "allegation" or "document" either of which served as evidence. Oral and written evidence could also be "allegations." In the enumeration, statement, oath, and *hujja*, each constitutes "proof

for evidence." The three terms might indicate oral (*qawl*, "word," *daʿwan*, "claim"), written (*hujja*, *wathīqa*, *bayyina*, "document"), or sworn (oath) testimony. For the date of this contract, see CAF pt. I, p. 222.

³⁷ Translated

And there does not remain for either of them from the side of his partner [in respect to all] that which their mother removed from them (by death) in the town of al-Ushmūnai[n] had left little [or much] or any cause for an action or claim or statement or any means of evidence or oath for any causes or reasons whatever.

³⁸ Translated by Pestman, *Marriage*, p. 19.

Seller Has no Evidence upon Which to Base a Claim

Coptic. A formula asserting that the seller has no claim or evidence of a claim is attested in a Coptic sales contract.

No other legal rights (*dikaion*) are left to me in the whole of that room by any other inheritance or by written or unwritten intention³⁹
(*CLT* 7, 23, Jeme/Madinat Habu mid-eighth century A.D.).

Greek. Such a formula is not attested in Greek documents of the Byzantine or Roman periods. It is, however, attested in Byzantine Greek settlement (*dialysis*) documents.

I have no claim (lit. "word") against you for my share of the property.
καὶ μηδένα λόγον ἔχω πρὸς ὑμᾶς ὑπὲρ τὸ μέρος μου . . .
(*P. Herm.* 31, 11, Ushmün, sixth century A.D.).

Greek translations of Demotic contracts also contain a quittance of any evidence upon which the seller could base a claim.

Yours are all the writings which have been made against these, and all the writings having been made by me against these and those which have been made by (my) father and by my mother, and all the writings and all the agreements, every one (of them) from which rights remain to me.
Εοὶ δ' εἰσὶν αἱ γεγνησῖαι κατ' αὐτῶν συγγραφαὶ πᾶσαι καὶ αἱ γεγενημέναι μοι κατ' αὐτῶν συγγραφαὶ πᾶσαι καὶ αἱ γεγνησῖαι τῷ πατρὶ καὶ τῇ μητρὶ μου κατ' αὐτῶν συγγραφαὶ πᾶσαι καὶ συγγραφαὶ πασαι καὶ συναλλάγματα πάντα, ἐξ ὧν περιγίνεται μοι δίκαιον ἀπάντων
(*SB* 5231, 5 Fayyūm A.D. 11).

Demotic. Demotic contracts of the Roman period also included quittance of evidence, written or otherwise, by physical surrender.

Yours is every writing, every document, everything in the world. Yours is every writing which has been made concerning them and every writing which has been made (for) my father (or) my mother concerning them and every writing which has been made for me concerning them . . .
(*P. Tebt.* 253, 13 Fayyūm A.D. 30).

Similarly, in Demotic contracts of the Ptolemaic period:

And I give you the writing for [silver] and the writing of divestment which he made for me . . .
(*P. Ryl. Dem.* XV, Thebaid/al-Aqsur 187 B.C.).

"A toi appartiennent leur actes . . . chaque document qu'on a fait à leur sujet et chaque document en vertu duquel je suis l'ayant droit au nom d'eux . . ."
(*P. Dublin* [= *RTDB*, 8A, 1.7], Jeme?/Madinat/Habu, Feb.-Mar. 198 B.C.).

Two abnormal hieratic contracts for the sale of land also include quittance of any evidence upon which to base a claim, for example:

Nous te déclarons: "leurs écrits (qui sont) dans le Bureau (?) ne sont plus valables pour nous, nous te les avons donnés aujourd'hui, de notre plain gré: nous n'avons aucune contestation (à

³⁹ Translated in the edition, "Kein Rechtsanspruch auf Grund irgendeiner Nachfolge (*diadoche*) oder (*dikaion*) ist mir in jenem ganzen Hause verblieben eines Planes, schriftlich oder nicht schriftlich."

faire) à leur sujet, à partir d'aujourd'hui
(*P. Turin* 246 [=CTJ], 28-34, Thebaid/al-Aqşur 634 B.C.).

VI. SUMMARY OF QUITTANCE FORMULAS

That the seller removes himself from the property is the normative Demotic, as well as Aramaic, quittance formula. It is unattested in intervening formula until it reappears as a quittance formula in nine Islamic documents (in Arabic) dating from the third/ninth-fourth/tenth century and in a fourth/tenth century compilation of Islamic formulary.

The seller's promise in the warranty clause to remove others is normative in Greek formulary of the Byzantine, Roman, and Ptolemaic periods, and Demotic documents of the Ptolemaic period. It is also attested in sixth-century B.C. Demotic documents. As a term of defense, removal is not attested in Coptic or Aramaic formulary. It is, perhaps, weakly attested in one Arabic document (see pp. 271-72 above).

The seller removing the buyer from the price, the normative Arabic quittance formula, is apparently unattested in earlier linguistic traditions. The juridical import of that formula, i.e., "the seller has no claim on the property," is, however, an element of normative Demotic formulary.

The rare Arabic mutual removal of buyer and seller is not attested in Coptic, Demotic, or Greek formulary. Whether it has a parallel in earlier Semitic or cuneiform tradition or whether it represents an evolution or transition in the development of Arabic formulary remains to be established.

CONCLUSIONS

Based on the documents examined, it appears that the normative Arabic quittance formula, and its similarity to the Demotic, arises out of a shared tradition with Aramaic and earlier cuneiform traditions.

1. The normative Arabic quittance formula "The seller removes the buyer from the price" may represent a conflation of the Arabic term of quittance "removal" and the well-attested Egyptian (Coptic-Byzantine-Demotic) literal quittance of claim "I have no claim on the property."
2. The normative Demotic/Aramaic quittance formula "removal of self from property" is well attested in Arabic but not in any Egyptian formulary existing between the Arabic and the Demotic. Therefore, the Arabic either reoriginated the quittance, or the reappearance of "removal" reflects the fact that the Arabic-speaking world was part of the same cultural complex as the Aramaic and earlier cuneiform linguistic traditions whence the formula originated.
3. Removal is attested in the Greek but not as a term of quittance. Rather, it appears as the normative term of defense in the warranty.

4. The normative Arabic term of defense is clearance. Arabic use in the warranty of clearance rather than removal as a term of defense parallels the Aramaic. Aramaic usage has been traced to cuneiform legal traditions, whence clearance, as a term of defense, originated.

5. The quittance formula, "the seller removed himself from the property," normative in Aramaic and well attested in Arabic, was also current in cuneiform linguistic and legal traditions. Hence, Arabic usage of removal as a term of quittance and clearance as a term of defense in the warranty may have been brought to Egypt by the Arabs.