

A NOTE ON AN EGYPTIAN DEED OF CONVEYANCE ABOUT 2,330 YEARS OLD.*

(Read on 30th April 1924.)

The object of this brief Note is to draw the attention of members, especially law members, to the copy of an old Egyptian Conveyance Deed, given by Dr. Nathaniel Reich in the March 1923 issue (pp. 22-25) of the *Museum Journal* of the University of Pennsylvania, in a paper, entitled "A Notary of Ancient Thebes." The document is one of the collection of Demotic papyri recently discovered at Thebes, the ancient capital of Egypt, and refers to the sale of a house by a locksmith, named Pani, to a soldier, named Paret. It was drawn up by a notary or a solicitor named Peteshe. The Conveyance Deed shows, that, to great extent, the form of modern conveyances has come down to us from olden times. We find the following particulars in a consecutive order :

1. The date. The year then used, was that of the reigning monarch, who, in this case, was Pharaoh Alexander, the only son, about 12 years of age, of Alexander the Great.
2. The names of the vendor and the purchaser. In addition to the names of their fathers, the names of the mothers were also given, the form being something like "A, the son of B, his mother being C."
3. The situation of the house, with a short description. whether built of stone and roofed.
4. Boundaries, beginning with South, North, West and East. Our present order is East, West, North, and South, but this order seems to be an importation from the West. In one¹ of my papers before the B. B. R. A. S.,

* *Journal of the Anthropological Society of Bombay.* Vol. XIII, No. 1. pp. 58-63.

¹ The Paper is entitled "A Firmân of Emperor Jehangir in favour of two Parsees of the Dordi family of Naosari" (Vol. XXV, No. 3, pp. 439, 470, 471, 477).

I have referred to the boundaries of a Parsee property, where the order is : East, West, South, North. In an old Persian Deed, kindly lent to me for inspection by Mr. Sorabji Muncherji Desai of Naosari, dated 1136 Hijri (1704 A.C.) *i.e.* about 220 years old, which refers to some land in the street of Sivvampore (سیورام پورہ) in the town (بلدہ) of Matwareh (مطورہ) in the Surat District the order is E. W. S. and North.

5. An undertaking on the part of the vendor to free the purchaser from any claims that may be made on the property by somebody else.
6. Offer of all previous documents referring to the property
7. The Signature of the Notary at the end.
8. Signature of Witnesses.

An important matter which draws our special attention is that of the witnesses. The document was attested by sixteen witnesses, an unusually large number. Dr. Reich does not give us the names of the witnesses, nor their statements. But, from what we know of the witnesses of some of our Indian documents of Mogul times, I think, that the witnesses did not merely attest the signatures of the parties as in our modern documents of sale, but they signed as witnesses also to some of the facts mentioned in the document. I will draw here the attention of members to my above paper in connection with this matter.

We find two important matters, missing in the documents. They are : (a) the area of the property, and (b) the consideration money.

(a) As regards the first, I think that in ancient times, when the populations of cities were not so thick and dense as now, the areas of properties were generally large, and so, the exact area could not be ascertained as mathematically exact.

Its mention, therefore, was not thought absolutely necessary, especially because the surrounding houses, which were named, limited the area. The mention of area in the conveyances of properties are useful nowadays from the point of view of disputes with the neighbours, but not specially from the point of view of the vendors or purchasers. From the vendor's point of view, even in our present conveyances, when areas are mentioned it is specifically added "more or less."

(b) As to the second missing item, *viz.*, the consideration-money, I think, it may be due to the view, that it was a private matter of arrangement between the vendor and the purchaser with which subsequent holders of the property had nothing to do. Again, this omission shows, that perhaps there was no stamp duty or any tax of that kind, which necessitated the declaration of the consideration-money. Even nowadays, attempts of concealing the exact amounts of the consideration-money are, at times, spoken of. So, the mention of this item was not thought necessary.

There are several points, to which Dr. Reich's paper draws our special attention: (1) Firstly, witnesses do not sign on the front part of the roll of the document, but on the back, turning the paper upside down. This reminds us of a somewhat similar thing in some of our Indian documents. Take for example, the Firmans of the Mogul Emperors, wherein the documents are turned upside down for the entry of some important endorsements by the various court officers. This was considered to be an essential legal requisite as we find it from the *Ain-i-Akbari* of Abu Fazl.¹

Secondly, the Egyptian document in question resembles our old Indian documents, in this, that it is in the form of a roll. It is 90 inches long and 15 inches broad.

¹ *Vide* my following Papers: (a) The Parsees at the Court of Akbar and Dastur Meherji Rana (J. B. B. R. A. S., Vol. XXI, No. LVIII, (b) "A Firman of Emperor Jehangir, &c.," referred to above.

Thirdly, Dr. Reich speaks of the Notary "writing on his papyrus which lay upon his knees." This reminds us of our Indian way of writing. Even now, in many Indian offices, often spoken of as *pehdis* (پہ دی), the Mehtâjis or clerks have no tables and chairs. They bend their feet, so as to protrude their knees, and then, placing the account books on their knees so protruded, they write the accounts.

Fourthly, the date was put at last by the notary in the presence of the parties when they completed the contract.

The question of Date, as far as it relates to the document under consideration, is interesting and important, because, on the day when the document was being completed, there was an interregnum. The practice being that of putting the date of the reigning monarch, the difficulty arose on account of the interregnum which had arisen from the following cause: Alexander the Great died in 323 B. C., and on his death, members of his family were murdered, one after another, the only survivors remaining were his son Alexander, a boy of only 12 years of age at the time of the above document and his mother Roxana, the Roshanak of Firdousi, whom he had married in compliance with the dying wish of the vanquished Persian king Darius.¹ This young prince Alexander was considered the rightful heir of Alexander the Great, and, as such, the Pharaoh of Egypt. But, at last, this Prince also was murdered in 311 B. C., when he was nominally taken to be on the throne for 10 years, during which Ptolemy, the satrap, represented him as a ruler. It was this Ptolemy who added to the glory of Alexandria, where, at its celebrated Museum, University and Library, there mustered brilliant men like Hippocrates the father of Medicine, Herophilus the father of Anatomy and Surgery, and Euclid, the great Mathematician.

ز من پاک تن دختر من بخواه .: بدارش بآرام در پیشگاه¹
 کجا مادرش روشک نام کرد .: جهانرا بدو شاد و پدرام کرد

Vuller's Ed., Vol. III, p. 1803. Mohl, Vol. V, p. 90 ll. 372-3.

It was during this time of a kind of interregnum after the young Prince's murder, that the above document had to be made, and the question seems to have arisen, as to how to put the date, the year of which had to be counted after the years of the reigning monarch. The Notary is said to have solved the difficulty by saying, that the death of the Prince was not officially announced, and that, the regent was then still carrying on some affairs in the name of the Prince. He, therefore, assumed that the prince was still ruling, and so, put, on the document, the year of his reign.

I give below in full as given by Dr. Reich, this interesting document about twenty-two centuries old, as it may interest our lawyers.

"In the month Tybi of the tenth year of Pharaoh Alexander, son of Alexander (March 307 B. C.)

"The locksmith of Thebes, Pani, son of Panum, his mother being Tremubaste.

"Says unto Paret, the soldier of Thebes, the son of Panufi, his mother being Taret, as follows :

"Thou hast caused my heart to agree concerning the price of my house which is built with stones and roofed and which stands in the northern quarter of Thebes at the Western place of the wall.

Its neighbours are : ¹

South : thy house which is built and roofed and thy house which is waste.

North : the house of Peteharpre, son of Puokh, which is built and roofed, and which is occupied by his children, the king's street lying between them.

West : thy house which is built and roofed and thy courtyard which is on his entrance.

¹ From the Museum Journal, p. 23.

East : The rest of the house named above which is $2\frac{1}{2}$ cubits of land, *i.e.*, 250 cubits of area (square cubits), *i.e.*, $2\frac{1}{2}$ cubits of and again which I sold to Khenseu, son of Uzehor.

Such are the properties adjacent to the whole house.

I have given it to thee.

Thine it is, thy house it is.

I have no claim on earth against thee in its name.

No man in the land, nor I likewise, shall be able to exercise authority over it except thee from to-day onward.

He that shall come unto thee on account of it in my name or in the name of any man in the land, I will cause him to remove from thee.

And I will purge it for thee from every right, every patent, every claim in the land at any time.

Thine are its patents in every place.

Every writing that has been made concerning it, and every writing that has been made for me concerning it and all writings in the name of which I am entitled to it are thine and the rights conferred thereby. Thine is all that to which I am entitled in its name.

The oath, the proof that shall be demanded of thee in the court of justice, in the name of the right conferred by the above writing which I have made unto thee, to cause me to make it : I will make it without citing any patent nor any claim in the and against thee.

Wrote it Peteshe, son of Yeturoz."
