

**Maria Nowak, Bartosz
Wojciechowski**

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Maria Nowak
Bartosz Wojciechowski

ELEMENTS OF LEGAL PRACTICE IN CHRISTIAN NUBIA*

1. THE NATURE OF THE LEGAL TEXTS FROM NUBIA¹

MOKHTAR KHALIL AND DETLEF MÜLLER, in their article published in the nineties of the 20th century, discuss the documentary patterns that were used in Nubian legal practice. They based their interpretation on seven texts – five Coptic and two Nubian – which, at that time, included almost all published legal texts from medieval Nubia.² The two scholars first claimed that the Coptic legal documents were composed exactly according to the Coptic model known from Egypt; this model was adopted

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¹ Under the term ‘Nubia’ we mean all the territories along the Nile valley lying to the south of Aswan, between the 1st and the 5th Cataract, most of all the so-called Lower Nubia/Nobatia, from where the majority of discussed sources most probably originates. In turn the adjective ‘Christian’ is used here to describe generally the long period of Sudanese past, which dates *ca.* from the 6th to the 15th century AD.

² M. K. KHALIL & C. D. G. MÜLLER, ‘Das unternubische Rechtswesen in Mittelalter’, *Nubica* IV/V (1994/1995), pp. 15–23.

by the Nubians from Egypt after the Christianisation of the country, on account of the intense mercantile contacts with their Egyptian neighbours.³ Khalil and Müller also claim that the language of the documents changed at some point around the 10th century, because Old Nubian became the language of law, and would have thus governed all official deeds and affairs.⁴ According to Francis Lloyd Griffith, this alteration was intended to ‘strengthen the independence of [the Nubian] country by employing the native tongue in writing’.⁵ The linguistic change was followed by modifications of the patterns used in legal documents. Khalil and Müller explained the phenomenon in terms of a simplification resulting from the decrease both of legal knowledge, and in the level of education among Nubian scribes/notaries.⁶

Nearly two decades later, Giovanni Ruffini – whose interpretation was based on many more documents than Khalil and Müller – proposed a very similar explanation for the origin of legal documentary patterns in Nubia. He claims that the Coptic documentary form in Nubia was adopted from Egypt. According to him, we may also observe that later legal documents composed in Old Nubian share many features with Coptic documents from Egypt produced after the Arab conquest. He does not discuss the evolution of legal documents from Nubia, neither does he seriously examine the role of Coptic documents in the process of the transmission; his basic assumption – that the Nubians adapted Coptic legal patterns from Egypt and later changed the language of this pattern for Nubian – is nonetheless quite similar to the one expressed by Khalil and Müller. Ruffini states, ‘If the Blemmyes [a nomadic tribe from the Eastern Desert] could adopt Graeco-Roman terms,⁷ the Nubians certainly could

³ Such an opinion was also expressed by Francis GRIFFITH in his ‘Christian documents from Nubia’, [in:] *Proceedings of the British Academy* 14, London 1928, pp. 1–30 + 4 plates, p. 17.

⁴ KHALIL & MÜLLER, ‘Das unter nubische Rechtswesen’ (cit. n. 2), p. 18. See also GRIFFITH, ‘Christian documents’ (cit. n. 3), pp. 17–18.

⁵ GRIFFITH, ‘Christian documents’ (cit. n. 3), p. 18.

⁶ KHALIL & MÜLLER, ‘Das unter nubische Rechtswesen’ (cit. n. 2), p. 21.

⁷ This assumption is based on the late antique Blemmyan archive from Gebelein which is, according to RUFFINI, the example of adopting Graeco-Roman form. The sixth-

as well. As the discussion of Old Nubian legal vocabulary in the next section shows, Old Nubian legal documents are similar to Greek and Coptic ones and reveal an affinity that goes beyond shared vocabulary and extends to more general structures'.⁸ He supports this statement with non-legal texts, especially bilingual ones, like epitaphs, biblical texts and private letters significantly influenced by texts of similar nature composed in Egypt.⁹ Legal texts, however, cannot be compared with biblical texts or highly standardised epitaphs. If we based our interpretations on such grounds, we would be forced to conclude that almost the entire medieval world was applying similar legal patterns; such a result would be more than inaccurate, for the standardisation of one kind of text cannot be taken as proof for the standardisation of others. The author does not explain why one standardisation should support the other.

Furthermore, Ruffini arrives at his conclusions by comparing texts from Nubia with a reconstruction of the Coptic formulary from Egypt.¹⁰ There have been two relevant reconstructions of the pattern of Coptic legal documents from Egypt: a general one proposed by Tonio Sebastian Richter, and another based on deeds of sale from the Theban region offered by Luis Boulard; it is the latter that Ruffini has employed for his comparison with the Nubian documents. While both models contain similarities to the Old Nubian texts, these similarities are largely superficial.

Richter, in his proposed reconstruction of the pattern applied to Coptic legal documents in Egypt, distinguished the following structure in documents composed in the post-conquest era: 1. Invocation formula; 2. Dating formula (in the sixth and seventh century the emperor's regnal formula was used); 3. Address formula (informing who the parties were); 4. Deed corpus; 5. *Kyria* clause; 6. Stipulation clause and the signature of issuing party; 7. Witnesses' signatures; 8. Completion note of the notary. This structure can be found in many types of Coptic documents from

century documents forming this archive were written by scribes having Graeco-Roman names. See G. RUFFINI, *Medieval Nubia. Social and Economic History*, Oxford 2012, p. 142.

⁸ RUFFINI, *Medieval Nubia* (cit. n. 7), pp. 142–143.

⁹ RUFFINI, *Medieval Nubia* (cit. n. 7), p. 143.

¹⁰ RUFFINI, *Medieval Nubia* (cit. n. 7), pp. 144.

Egypt including deeds of sale, lease, gift and divorce, as well as in wills and settlements of arbitration;¹¹ this pattern may, therefore, be understood as the general model of Coptic legal document.

Boulard distinguished the following structure: protocol, text, and eschatocol. The protocol contains six parts: 1. Invocation clause; 2. Dating clause; 3. Clause informing about the identity of the seller; 4. Declaration of the validity of the text 5. Address formula; 6. Salutation. The text itself also has six parts: 1. Preliminary clauses; 2. Declaration of sale; 3. Indication of price; 4. Clause listing the rights acquired by the purchaser; 5. Guarantee; 6. Final clauses. The eschatocol, in turn, has three parts: 1. Subscription of the seller; 2. Subscriptions of witnesses; 3. Subscription of the scribe.¹² This, as we have mentioned, is the model used by Ruffini for his comparison.

There are, however, several problems with this approach. First of all, the published documents from Nubia composed in Coptic are too few to allow for a reconstruction of any model; the fact that many of them are either very fragmentary or only partially published makes matters even worse.¹³ Furthermore, we cannot compare the above reconstructions with any Nubian model, for a Nubian model does not yet exist; we may point out certain similarities between the Coptic models and particular texts from Nubia, but such a method does not provide us with firm evidence for any distinct relationship between these two groups of documents.

The most obvious examples are documents nos. 2 and 3.¹⁴ Both texts contain clauses present in the above model, such as the invocation clause, dating clause (including the Egyptian month),¹⁵ the clause indicating the parties, the detailed description of the sold item, the list of rights

¹¹ T. S. RICHTER, 'Coptic legal documents with special reference to the Theban Area', [in:] G. GABRA & H. N. TAKLA (eds.), *Christianity and Monasticism in Upper Egypt* 1, pp. 121–141.

¹² L. BOULARD, 'La vente dans les actes coptes', [in:] *Études d'histoire juridique offertes à Paul Frédéric Girard par ses élèves*, Paris 1912, pp. 1–94, at pp. 10–26.

¹³ See their description at the end of this article: *Appendix*, nos. 1–13.

¹⁴ See *Appendix* below, at the end of the main text.

¹⁵ On the use of Egyptian months in Christian Nubia see: G. OCHALA, *Chronological Systems of Christian Nubia* [= *JfJrP Supplements* 16], Warsaw 2011, pp. 223–224.

acquired by the buyer, the *kyria* and penal clauses, as well as the signatures of the individual parties and the witnesses. Yet these texts are exceptional, since their origin is not certain; they may well have been composed in Egypt, then brought to Nubia and kept together in an archive with the others. Conversely, the owner of the hypothetical archive may have brought the Nubian documents to Egypt and joined them with ones composed there. It is also possible that all the documents in the archive – nos 2–9 – were composed in Nubia, but the scribe who composed nos 2 and 3 was an Egyptian. Sadly, the state of preservation and publication of the entire archive does not allow for any advanced study within it.

Investigating our documents *en masse*, we must conclude that the most characteristic formulae of Egyptian documents – that is, the one listing the rights of the buyer, the *kyria* and stipulatory clauses, as well as the greetings – are absent from the majority of Coptic legal texts from Nubia. Moreover, in other documents we find new elements not found in the Coptic model from Egypt. In documents nos 1, 4, 5, 11, 12, and 13, there is a new type of dating formula listing the king and other officials,¹⁶ which is very different from the formulae known from Graeco-Roman Egypt.¹⁷ There is not even one Egyptian deed containing a similar clause, for in Coptic documents we find dating clauses including the indiction year, sometimes the regnal year of the Byzantine emperor, but never a list of either central or local officials.

Late Egypt is perhaps the most obvious place where one might attempt to find a model for Nubian legal practice; this, however, would imply that there were no legal practices in Nubia before the eighth century.¹⁸ An examination of the texts demonstrates some fairly obvious similarities between the Nubian Coptic texts and the Coptic model from Egypt. One of them is the structure of the text and the sequence of the clauses: the Nubian deeds begin with the invocation followed by the dat-

¹⁶ See *Appendix*, pp. 216–220.

¹⁷ On the dating clauses see R. BAGNALL & K. WÖRNER, *Chronological Systems of Byzantine Egypt*, Leiden 2004 (2 ed), *passim*.

¹⁸ The earliest legal document from Christian Nubia, no. 1.

ing clause and the description of the parties; then there is the main part of the document, its legal content, rarely followed by the penal clause; and finally there is the formal part, that is the signatures of the party, the witnesses and the scribe. Furthermore, the texts contain detailed description of the parties and the object of sale (if the document concerns sale); the latter is designated with reference to the neighbouring lands and buildings, which is also characteristic of Egyptian texts after the Arab conquest.

Such a construction of any legal text is quite intuitive. All legal documents share some common features, but these cannot automatically be used as proof for adopting the model. Would not a legal deed starting with its *corpus* rather than introductory part seem quite extraordinary, even for a modern audience? Is it not necessary, even today, to frame the deed within a particular time? One cannot claim that the legal pattern from Egypt was borrowed directly, but only that there are features common to both models, and some elements borrowed from Egypt by the Nubians, which become less visible when the language of the deeds changes. From the 11th cent., legal documents are composed in Old Nubian, and the majority of those are sales from the city of Qasr Ibrim.

The documents normally start with the Trinitarian formula¹⁹ followed by the dating clause, which always includes the name of the reigning king – although, interestingly, the regnal year is rarely specified – and other officials and clergymen, whose number can vary from only a few to almost twenty. Both central and local officials are found in the dating clauses. The majority of the clauses include additional dating elements, such as Egyptian month, lunar date and the year according to the Era of Martyrs. In many cases, these dating clauses are longer than the main text of deed.

The next clause indicates the parties and the character of the deed. The description of the parties is rather limited, consisting of little more than names and patronymics; the greetings present in the Egyptian documents are absent from the Old Nubian legal texts. Since the majority of the Old Nubian legal documents concern sale, the following part of the text contains a description of the object being sold, and usually a short indication of its legal status, for instance: ‘a plot which I inherited from

¹⁹ See BAGNALL & WÖRPER, *Chronological Systems* (cit. n. 17), pp. 99–109.

my father' or 'a share: after Papasinen, daughter of Magosi, sold it to me'. The texts include the price, and also sometimes an indication that it was paid. After the legal content, the witnesses' clauses follow, along with some information about the identity of the scribe.

According to Giovanni Ruffini, the similarities between these documents and the Egyptian 'originals' are clear. Ruffini lists the following features that were adapted in the Nubian legal documents as the most characteristic ones for the Coptic model: 'the first person declaration, in which the seller describes the land in question' and the acknowledgment of the receiving of the price. The dating clauses mentioning the reigning emperor and officiating consuls, as well as the indiction year from Egyptian deeds, are supposed to be similar to the Nubian protocol. Another element is the witnesses' clauses, first person declarations of witnesses confirming the fact that they witnessed the document/deed. According to Ruffini, 'Old Nubian land sales possess almost all of these elements; the missing elements were lost in the genre's transmission from Greek to Nubian through Coptic'.²⁰

The fact that the Old Nubian documents are first person declarations (framed as a 'letter' from seller to buyer)²¹ cannot be used as an argument for such a transmission. First of all, there are only two ways of composing a legal deed – first or third person narration – both of which are well known from Graeco-Roman Egypt.

The second supposed similarity is the description of the object of sale. Ruffini claims that the practice of describing the land in the Nubian sales is adopted from Egypt. He also emphasises the method of this description and its sequence: the land is defined in relation to neighbouring plots and other characteristic landmarks starting with the southern border of the land and proceeding to the northern one. He observes that in one case the border description begins with the eastern and western borders before describing the northern and southern. According to Ruffini this is characteristic of Mediterranean Christian legal texts.²²

²⁰ RUFFINI, *Medieval Nubia* (cit. n. 7), p. 143.

²¹ BOULARD, 'La vente dans les actes coptes' (cit. n. 12), p. 8.

²² RUFFINI, *Medieval Nubia* (cit. n. 7), p. 154.

As for the claim that the order of listing the neighbours of the land is also indicative of adopting the model, the authors do not possess adequate information to draw any conclusions about the practice throughout the Mediterranean world, for they were not able to study all the documents composed in Mediterranean region at the said period; we have, however, chosen a number of texts from different places in the Mediterranean in order to see, whether one may trace a distinctive ‘Mediterranean Christian’ method in legal documents. First, the texts from Jeme, which is Ruffini’s model for comparison, contain a few methods of border description. The most popular is south – north – east – west.²³ The others are south – east – north – west (e.g. *P. KRU* 35: property division, 719; *P. Mich. inv.* 6898: cession of land, 632), west – east – south – north (e.g. *P. KRU* 3: sale of land, 728/9); east – west – north – south (e.g. *P. KRU* 18: sale, 8th cent.), *etc.* There are a few documents where two different types of description appear, e.g. *P. KRU* 3, *P. Mich. inv.* 6898.

Another group is the Elephantine papyri. Here, the description is much more uniform: south – north – east – west²⁴ – the order which Ruffini claims as typical for medieval Islamic deeds.²⁵ In papyri from Nesana the description is east – west – north – south or west – south – north or north – west – south.²⁶

While the examples cited above are not, perhaps, numerous enough to allow us to reconstruct a complete picture how borders were described in ‘Christian legal texts in the Mediterranean world’, they nonetheless suggest that the pattern offered by Ruffini cannot be traced with any cer-

²³ E.g. *P. Mich. inv.* 6898: cession of land, 632; *P. KRU* 9: sale of part of a courtyard, AD 715; *P. KRU* 10: sale of land, 722; *P. KRU* 47: division of a house, 722/723; *P. KRU* 50: land dispute, 724; *P. KRU* 5: sale of land, 733.

²⁴ *Inter alia*, *P. Münch.* I 16: sale, end of the 5th cent.; the former two directions may interchange: north – south – east – west, *P. Münch.* I 11: sale, 586; *P. Lond.* v 1722: sale, 530; *P. Lond.* v 1724: sale, 578–582; *P. Münch.* I 12: sale, 590; *P. Münch.* I 13: sale, 594; *P. Lond.* v 1733: sale, 594.

²⁵ See, *Medieval Nubia* (cit. n. 7), p. 154.

²⁶ E.g. *P. Ness.* 16: division of property, 512; *P. Ness.* 21: division of property, 562; *P. Ness.* 22: partition of inheritance, 562; *P. Ness.* 24: notice, 569; *P. Ness.* 31: division of property, 6th cent.

tainty in the late antique texts from Jeme, Elephantine and Nessana.²⁷ Moreover, Ruffini has failed to indicate those documents where his proposed pattern might be visible. The case of Nessana can be regarded as very distant from Nubia; however, texts from Upper Egypt, especially from Jeme, are considered by Ruffini as the model for Nubia. The documents examined above suggest that, at least in some cases, the description of borders could result from local or scribal practices, or many other factors.

Ruffini points out that the Coptic sales always concluded with a series of first-person witness declarations (*martyrô*) by a number of witnesses frequently in excess of the legally required minimum.²⁸ This element, he argues, was also transmitted to the Nubian documentary pattern; several pages earlier, however, Ruffini declares that 'there was no fixed number of witnesses needed to make a land sale valid'.²⁹ A few lines later he again claims: 'whether there was any sense of legally permissible minimum number of witnesses, the participants in our Qasr Ibrim land sales frequently found it advisable to produce many more'.³⁰ Ruffini's statement concerning the witnesses is not clear, but if the number of witnesses varies in different land-sales significantly, we must assume that no strict number of witnesses was required by law for the validity of sale in Qasr Ibrim; but it is highly probable that there existed a minimum number of witnesses needed to make the sale valid. Translating Ruffini's statement into legal terms, we would have to conclude that there was a legally required number of witnesses (perhaps seven, the lowest number appearing in Qasr Ibrim sales – nos 22–23);³¹ thus, a sale lacking this minimum would be invalid, while the

²⁷ Robert DANIEL, in his most recent book, discusses the interesting problem of house orientation in papyri from Egypt. His investigation shows that the main entrance/exit of houses were normally oriented to the north on account of the direction of the wind; exceptions to this rule can often be explained on climatic grounds. See R. W. DANIEL, *Architectural Orientation in the Papyri*, Paderborn 2010, pp. 95–109. If we were to look for the rules of the land description in the documents of sale in late Egypt and her neighbours, we would need to check not only the simple description of land, but also its relation to building orientation.

²⁸ RUFFINI, *Medieval Nubia* (cit. n. 7), p. 143.

²⁹ RUFFINI, *Medieval Nubia* (cit. n. 7), p. 127.

³⁰ RUFFINI, *Medieval Nubia* (cit. n. 7), p. 127.

³¹ RUFFINI, *Medieval Nubia* (cit. n. 7), p. 127.

number exceeding the minimum would be irrelevant for the validity of the deed.³² To the best of our knowledge, however, none of the texts mentions the minimum number of witnesses required *ad solemnitatem*. Moreover, we cannot state that the deed composed without any witnesses would have been invalid. The fact that we possess no unwitnessed documents of sale from Nubia cannot be used as evidence, for the number of texts is very limited. Thus, the fact that the very restricted and accidental group of sale documents was witnessed does not automatically suggest that either the presence or the number of witnesses was required for the validity of the deed. Furthermore, since we lack any doctrinal sources from Christian Nubia, we cannot draw any conclusions about legal requirements, only about the elements of legal practice visible in the preserved sources.

Furthermore, the witnesses' clauses in the Nubian documents are significantly different than witnesses' subscriptions in the Greek and Coptic documents from Egypt where first-person declarations stress the act of witnessing. The Nubian witnesses' clauses are simple lists of witnesses. The only exception is the release of a servant (no. 19) concluded with five first person witnesses' declarations.

In conclusion, while the Coptic documents from Nubia share common features with the Coptic model from Egypt, most of the similarities are of a very general nature. Regrettably, the Coptic documents from Nubia are few in number and poorly preserved, and we know nothing about the circumstances of their composition. The surviving documents do, however, display some original features in comparison to the Coptic model; furthermore, the way in which the Old Nubian land sales from Qasr Ibrim were composed is quite distant from the said model. The similarities here are of an even more general nature than those found in the Nubian documents composed in Coptic, hence the structure of the documents does not provide us with the necessary evidence to prove that the Old Nubian documents were influenced by the Egyptian formulary.

³² But among the texts from Qasr Ibrim there is one (no. 19) with the subscriptions of five witnesses. Does it mean that the number of seven applied only to sales or was the deed invalid?

2. NUBIAN SALE

Since we cannot draw any definite conclusions regarding the borrowing of legal practice from Egypt to Nubia on the basis of the documentary pattern, we need to go some further and look at the legal phenomena reflected in these documents, for such examination could help determine the relations between legal traditions in Egypt and Nubia. Because sale is so well represented in the Nubian documents, it will be the object of our investigation. At the beginning of this section we must emphasise that our aim is not to reconstruct a complete model of sale in medieval Nubia, but rather to point out some characteristics of this legal phenomenon. Our discussion of Nubian sale must begin with questions about the types of sale that occurred: were they an immediate exchange of products (or money for products), or was it possible to have sale on credit or for future delivery?

Sale on credit is attested in the documents from Nubia, notably in Coptic no. 12: this document confirms that Anna from Mohondi received the price that Philotheos owed to her for a *ktema* he had bought from her. The price is not specified. The debtor paid according to the good faith, the amount was correct and *holokottinai* were of good quality. Thus, the price for the *ktema* was paid sometime after the sale had been contracted. Moreover, a type of document known as an *entagion* – a receipt issued to confirm the payment of a debt – is well known from Egypt.³³

The same phenomenon is attested in a document from Qasr Ibrim. P. 21 II 21 is a declaration or petition of Marime, written by her father Kosma, addressed to the Great Scribe and concluded with the list of seven witnesses. The contents of the whole document are not clear, but it is certain that one of the matters discussed is a price which was never paid. The petitioner complains that she handed over some unspecified article and never received payment. Thus, we can presume that the sale was contracted and it was agreed that the price would be paid at a later date. This payment, however, never happened (despite many acts undertaken by the creditor) which was the reason the petition had to be issued.

³³ A. STEINWENTER, *Das Recht der koptischen Urkunden*, München 1955, p. 28.

However, the deeds of land sale from Qasr Ibrim always specify the price that the seller accepted for his plot; the texts confirm that the price was paid immediately. Thus, the idea of the sale as an immediate exchange appears to be much more common in our documentary sources than the idea of a credit sale.

In addition, our documents do not provide any clear example of a sale for future delivery. While the published texts – especially the Old Nubian ones – do not specify the moment when the land was to be handed over, this cannot be taken as a firm proof that such a type of sale did not exist, especially given the scarcity of other sources.

Another interesting question concerns the distinction between sale and exchange in Coptic and Nubian legal texts from Christian Nubia. The distinction, described and formalised in Roman law, depended largely on the expression of the price: if the price was expressed at least partly in monetary terms the deed qualified as a sale, while any deeds expressing ‘price’ only in terms of other goods were considered to be exchange, which was important in many respects, like liability for defects and the moment when deed was contracted, thus when obligations of parties started, as well as the procedural instruments in case of conflicts between parties.

The Coptic documents from Nubia often express a price in *bolokottinoi*, although this is not always the case with the Old Nubian land sales from Qasr Ibrim: while the majority of them include a price expressed in units of payment/legal tender, called simply ‘gold’ (the maximum price is twenty [units] of gold), some sales list other goods as the price of the land; in addition, a further group of texts express the price as a combination of both money and other goods. In no. 20 the price paid for the land was one male camel called ‘Nubian’, one ornamental precious stone, one silver ring and one slave (who was freed in no. 16, another document belonging to the same archive). In an unpublished thirteenth-century document (AE 90277) belonging to the so-called ‘Archive 1’, the price for land is two dirhems, forty pigs and ten slaves. Another unpublished text (AE 90277) lists the price of ten gold coins and one slave.³⁴

³⁴ *Non vidimus*. After RUFFINI, *Medieval Nubia* (cit. n. 7), p. 78.

The three texts that express the price in other goods are based on the same pattern as those expressing the price in gold; there is nothing, at least at the level of the applied documentary pattern, to suggest a legal distinction between sale and exchange. This supposition is, moreover, supported by a linguistic argument: the Old Nubian verb used to denote sale is *jan-*, ‘to exchange’. It could be combined with two other verbs, *den-ltir-*, ‘to give’, and *eit-*, ‘to take’, producing the meanings ‘to sell’ and ‘to buy’ respectively.³⁵ These words appear in the documents that express the price in both money and other goods.

Another point which must be addressed is the presence of monetary payments in legal practice, that is whether or not the ‘gold’ mentioned as price in the majority of the sale documents from Qasr Ibrim represented money payments. According to Giovanni Ruffini the payments present in the Nubian land sales were of monetary character.³⁶ He explicitly states that the payments were made with money, but much more frequently with silver than with gold coins.³⁷

He presents a few arguments to support his statement. Firstly, the Nubian documents composed in Coptic express the price in *holokottinoi (solidi)*.³⁸ The expression, however, was imported from Egypt, where the mercantile exchange was frequently non-monetary and there was greater need for a measurement of the value of goods, than for a fixed monetary sum.³⁹ It may also have been the case in Nubia that the monetary unit in legal documents indicated only the value of goods, while the real price

³⁵ RUFFINI, *Medieval Nubia* (cit. n. 7), p. 161.

³⁶ RUFFINI, *Medieval Nubia* (cit. n. 7), p. 174: ‘While not evidence for economic conditions within Nubia in general, it shows that Nubians in our period were familiar with monetized transactions and connected to the region’s wider monetized economy’ and, further, ‘[m]ore specifically, patterns in these references suggest that medieval Nubia used Egyptian coinage and valued its gold and silver at rates directly in keeping with those current in medieval Egypt’.

³⁷ RUFFINI, *Medieval Nubia* (cit. n. 7), p. 178.

³⁸ RUFFINI, *Medieval Nubia* (cit. n. 7), p. 174.

³⁹ See, for instance, a case study of Theban monks in Ewa WIPSYCKA, ‘Resources and economic activities of the Egyptian monastic communities (4th–8th century)’, *JfurP* 41 (2011), pp. 159–263, at pp. 236–247.

was paid with goods equalling the same value. The only credible evidence for the circulation of money in Nubia is found in Coptic texts nos 2 and 12, which mention the sums larger than in other texts, and contain the information that the coins were of good quality. One must remember, however, that no. 2 is not representative of Nubian legal practice, because, as we have mentioned above, there are serious doubts concerning its provenance.

Secondly, Ruffini mentions the example of an unpublished Coptic letter from the eleventh century AD. The letter was sent to Nubia by a person travelling in Upper Egypt. The man suffered a loss and therefore had to sell something, for which he received some money. Ruffini suggests that the price for the sold item was received in coins of Caliph al-Hakim,⁴⁰ but Joost Hagen, who studies this and other Coptic documents from Qasr Ibrim, suggests that while there is a reference to such coins in the letter, the context is unclear.⁴¹ In any event, the situation described in the letter took place in Egypt: it was there that the traveller got into trouble and where the sale was subsequently conducted; thus the payment in cash occurred in Egypt and not in Nubia. Indeed, this evidence corresponds with the information provided by Ibn Salim al-Aswani, an Egyptian diplomat who visited Nubia in the late tenth century and who claimed that the Nubians did not use money in their territory, except in contacts with the Egyptians in Lower Nubia.⁴²

Thirdly, Ruffini discusses the appearance of the Old Nubian expression *konypag/konypak*, translated by Gerald Browne as 'face-value'. Ruffini observes that the expression occurred in the context of selling goods, especially with payments.⁴³ He also suggests that the expression could

⁴⁰ RUFFINI, *Medieval Nubia* (cit. n. 7), p. 174.

⁴¹ J. L. HAGEN, 'Districts, towns and other locations of medieval Nubia and Egypt, mentioned in the Coptic and Old Nubian texts from Qasr Ibrim', *Sudan & Nubia* 13 (2009), pp. 114–119, at p. 117.

⁴² We must not, however, forget that Ibn Salim al-Aswani's claims are known to us only through secondary sources. See G. TROUPEAU, 'La Description de la Nubie d'Al Uswani' (IV^e/X^e siècle), *Arabica* 1 (1954), pp. 276–288.

⁴³ RUFFINI, *Medieval Nubia* (cit. n. 7), pp. 178–179.

mean either ‘an honorable, honest price’ – that is, the actual amount paid by the individual at the moment of the transaction⁴⁴ – or, by analogy with the Coptic texts, a price paid with coined gold.⁴⁵ Ruffini opts for the second interpretation. He says: ‘If this speculation is accurate, it provides both further links between the Old Nubian legal documentary tradition and its late antique predecessors and further evidence of the monetization of the economy of medieval Nubia’.⁴⁶ Unfortunately, this reasoning seems flawed; one cannot use a conclusion based on speculation as concrete evidence, especially as neither the meaning of the expression, nor the Egyptian Coptic influence on the Nubian documents, is a matter of any certainty.

Finally, Ruffini claims that the dinar and dirhem were the currencies present in Nubia, and that they were used as a value for the price in a sale. As a matter of fact, only the dirhem is explicitly attested in Nubian texts, written *tirhem/tiram-* in Old Nubian.⁴⁷ Ruffini argues that the Old Nubian *ngap-*, ‘gold’, could mean dinar (and *sboggid-*, ‘silver’, dirhem), a conclusion based on his investigation of the gold-to-silver exchange rate in Nubian documents.⁴⁸ We could not, however, fully agree with his claim. Even if the dinar (expressed with the Nubian word for ‘gold’) and dirhem (expressed with both the currency name itself and with the Nubian word

⁴⁴ RUFFINI, *Medieval Nubia* (cit. n. 7), p. 178

⁴⁵ RUFFINI, *Medieval Nubia* (cit. n. 7), pp. 179–180.

⁴⁶ RUFFINI, *Medieval Nubia* (cit. n. 7), p. 180

⁴⁷ RUFFINI, *Medieval Nubia* (cit. n. 7), p. 175.

⁴⁸ RUFFINI observes that some Nubian accounts from Qasr Ibrim (*P. QI III 61 and 62*) contain entries giving both gold and dirhems. Furthermore, the payment amounts in dirhems usually exceed the ones in gold. From this he concludes that dirhems were worth less than gold. Furthermore, he discusses eight unpublished accounts which list payments of gold and dirhems, and other commodities; he then claims that the statistical analysis of this data shows that these references must indicate the actual coinage, for the entries with either gold or dirhems or both go to 140. 119 out of 121 dirhem payments total less than 40. According to RUFFINI, this is the Egyptian exchange rate; he quotes the recorded rates from Egypt which vary from 34,3 to 42 dirhems to one dinar. RUFFINI, *Medieval Nubia* (cit. n. 8), pp. 174–178. On the other hand, William ADAMS claimed that the Nubians used ‘unminted ingots’ of gold and silver as the means of payment: W. Y. ADAMS, *Qasr Ibrim. The Late Medieval Period*, London 1996, p. 250.

for 'silver') offered the means by which the value of an item could be determined, they were not necessarily the common form of payment.

None of Ruffini's arguments are entirely convincing, and there are a number of factors that might oppose his claims of a monetised Nubia. Firstly, the archaeological evidence from Qasr Ibrim is very meagre: only five bronze coins have been found that can be dated to the early medieval period, and their origins are not clear.⁴⁹ The number of coins from the later period is much more significant: Ruffini says that twenty-one coins found as a single lot, as well as twenty-four individual coins, were identified as Mameluke; in addition, one coin was identified as Ayyubid, and twenty-eight more have been described as Islamic or probably Islamic.⁵⁰ The information provided by Adams is very different, since he lists only nine coins, writing that the use of coinage is not very well confirmed by archaeological finds from Qasr Ibrim or any other medieval Nubian site.⁵¹ The more up-to-date data provided by Ruffini does not change the fact that his conclusions must still be approached with caution. The dating of the twenty-eight coins classified as 'Islamic' or 'probably Islamic' is doubtful, while the first group of twenty-one Mameluke coins form a hoard and are not, therefore, as representative as individual coins. All in all, the number of coins is relatively small for the period of time they represent, and do not necessarily allow us to conclude that the Nubian economy was a monetized one.

Secondly, some texts of a private character, mostly letters, are related to sales. One such example is *P. QI III 52*: Ammetti asks Mashshouda to sell some wine for grain and give him the grain after receiving it. Another example is *P. QI III 58*: Mineria asks Iesusinkouda to take some unspecified goods and exchange them for seed. The name of the product is not given, but it cannot be money, for it is to be taken from the threshing floor. The sender asks the addressee to exchange either the first product or the acquired seed for clothing and send it back to Mineria.

⁴⁹ W. Y. ADAMS & Nettie K. ADAMS, *Qasr Ibrim. The Early Medieval Period*, London 2010, pp. 209 and 304.

⁵⁰ RUFFINI, *Medieval Nubia* (cit. n. 7), p. 192 n. 82.

⁵¹ ADAMS, *Qasr Ibrim. The Late Medieval Period* (cit. n. 48), p. 196.

P. QI III 46 is an order issued by the eparch, concerning a rather large amount of grain: the eparch asks Mashshouda to keep the new grain and to sell thirty-seven artabas of the old one. Moreover, he orders him to sell twelve artabas out of the said thirty-seven either for gold or at face value, if it is possible. First, only a part of grain should be sold for gold, which might lead us to suppose that the rest should be sold on normal terms, most probably in exchange for other goods. The text also illustrates that obtaining the price in gold was not an easy task; we cannot even be sure, if the seller eventually obtained the price in gold. Finally, it might be suggested that the eparch was not an ordinary seller, and the amount of grain he could offer for sale was more significant than that offered by other sellers. Other texts concern smaller amounts, usually less than ten artabas.

Giovanni Ruffini observes that prices for land expressed in money are quite low, especially if we compare them with the prices known from Egypt.⁵² He concludes that land in medieval Nubia was not in high demand.⁵³ However, a different explanation is also possible: because money was quite rare and hardly accessible – and thus extremely valuable – its purchasing power was very high. The limited presence of money could explain relatively low prices for land or we must also consider the possibility that that Ruffini's hypothesis is incorrect and that 'gold' cannot be identified with dinar. If this is indeed the case, we still have no idea about the value of 'gold', nor whether it existed as coins or rather as an unminted currency of unknown weight.

In two documents we find only other goods listed as the price for land. In no. 20 the price paid for the land was one male camel described as 'Nubian', one ornamental precious stone, one silver ring and one slave. This cannot, perhaps, be considered a high price; it is worth mentioning, however, that the slave from this document is probably the same slave who is freed on the very same day in no. 16. The slave was very likely valuable, at very least for the person who decided to obtain him in exchange for land and manumit on the very same day.⁵⁴ Thus, we cannot consider

⁵² RUFFINI, *Medieval Nubia* (cit. n. 7), pp. 180–184.

⁵³ RUFFINI, *Medieval Nubia* (cit. n. 7), p. 184.

⁵⁴ *I.e.* he could be a natural son of the buyer, her relative or a teacher. This would explain both the price and the immediate manumission. Moreover, we know nothing about the

no. 20 to be an ordinary deed of sale with a typical price for land. The other example is AE 90277, where the price for a piece of land is listed as two dirhems, forty pigs and ten slaves. It seems a lot. Moreover, if we compare this price with the prices expressed in money, forty pigs and ten slaves would be worth a maximum twenty pieces of gold. This would allow for one of two conclusions: either the slaves and pigs in Nubia were as inexpensive as the land, or the coins themselves had a very high purchasing power.

Another problem that must be discussed is the function of sale; specifically we must determine whether sale was always applied as a means of exchanging goods, or if it could also be used to achieve other legal and economic goals as it was in Egypt. The texts representing Nubian sale suggest that sale could also serve additional legal purposes, for instance securing fulfilment of an obligation, thus a function similar to pledge/mortgage. Two Coptic documents (nos 2 & 3) may attest to such a phenomenon. The first, composed in the eighth century, starts with the Trinitarian clause followed by the dating formula and information about the parties. The document concerns a transaction concluded by Thekla and Joseph. Joseph received nineteen *holokottinoi* for a *ktema* that Thekla handed over to the him and as a result of this transaction Joseph became the owner of the said *ktema*.

The second document (no. 3) cannot be dated precisely, because the dating clause is missing. The deed was issued by Eudoxia, daughter of Natia, daughter of Thekla, for Maria, daughter of Joseph. Eudoxia acknowledges a deed which took place sometime before; its parties were Thekla, her daughter and Joseph. The two women came to Joseph and received nineteen *holokottinoi* from him. They also handed over a quantity of land to him and issued a document on account of those nineteen *holokottinoi*. Eudoxia acknowledges that she received some other money, nine *holokottinoi*, in exchange for something; she then confirms that

ways of enslavement in Christian Nubia, so we cannot exclude that someone could be enslaved for some contractual/financial reasons. This would also be a reasonable explanation for the sequence of events described in the quoted documents.

Maria, daughter of Joseph, together with Saiona and Athansia, probably his daughters too, were the owners of the *kteima*. Both the conveyance clause and the description of the land appear in the text.

How can we interpret these two texts? They are certainly related, for not only are the parties of the second document descendants of the ones from the first deed, but also the land and the amount of money are repeated in both documents. One possible interpretation is as follows: Joseph lent Thekla nineteen *holokottinoi*; she secured the debt with her land; to achieve her goal she applied sale, so that she transferred ownership to Joseph. Later, the descendants of Thekla acknowledged that the descendants of Joseph were the owners of the land; thus the loan was never repaid and the land remained with the creditor's family.

Such an interpretation is justified *per analogiam*. This method of securing obligations, through 'mock sale', is well attested in Greek documents from Egypt.⁵⁵ The phenomenon of securing obligations in the form of transfer of ownership, is not limited to Roman and Byzantine Egypt, for it existed in Roman law in the form of *fiducia*, as well as in Graeco-Egyptian legal practice as 'purchase on trust'. Similar methods of securing debts are very well known from both Greek documents from mainland Greece and Demotic documents from Egypt. In the Greek and Coptic Egyptian documents, the fact that sale could act as a security might not have been detected, had it not been for the related documents; for there is nothing in the individual texts to suggest that any separate loan agreements had ever been made. Only the context and the other documents concerning the same legal and economic matter allow us to conclude that the character of some sales were 'mock' and that they played a role of security.⁵⁶

Another document which might suggest a similar phenomenon is Old Nubian P. 2I III 34 (nos 17 & 18), composed in twelfth-century Qasr Ibrim. It was written in two hands and consists of two separate deeds. The first one is sale concluded between Mouna, son of Mashalkol, and

⁵⁵ Cf. J. URBANIK, 'Eulogios' cell and Tapia's banquet hall: transfer of ownership as security for debt in late Antiquity', [in:] P. DU PLESSIS (ed.), *New Frontiers: Law and Society in the Roman World*, Edinburgh 2013, pp. 151-174.

⁵⁶ Cf. URBANIK, 'Eulogios' cell and Tapia's banquet hall' (cit. n. 52), pp. 152-153.

Manyi (the sellers) and Eionngoka and Mena (the buyers). The object of sale was a plot belonging to the land which the sellers inherited from their mother, Mashankissi. The price was twelve pieces of gold. The second part of the document concerns the same plot of land, and the price is also twelve pieces of gold, although the parties are Pongita, her daughter Persi and Ngonnen daughter of Mena and Eionngoka, the sellers, and Mashshouda, the buyer.

A possible interpretation of these two texts is as follows: the family of Mouna and Manyi borrowed twelve pieces of gold from Mena's and Eionngoka's families. They secured their creditors by transferring to them the ownership of the land. Mashshouda repaid the debt, so the creditors returned the land. For this reason the second deed of sale was composed. Furthermore, the text informs us that as soon as 'the price' was paid, the certified document was given back. This could mean that the creditors gave back the document of the first sale, onto which the second sale was subsequently written down; the record of the two sales on one sheet was then kept by the debtors' family. Such a reconstruction, however, makes sense only if we assume that Mashshouda was a member of Mouna's and Manyi's family, a claim which we cannot make with any certainty. Because our interpretations of both these pairs of texts are influenced by our knowledge of Egyptian sources, different explanations for the documents cannot be ruled out.

In conclusion, the scarcity of Nubian legal sources make it almost impossible to reconstruct either the law of Christian Nubia or a full picture of the legal practices employed there. One may, however, observe a number of interesting features within the preserved documents. In some cases we may observe that the examined sources display similarities with Egyptian documents; some of these similarities are of the general nature – for instance, the formulary – and cannot be used as evidence for a transmission of legal practices from Egypt to Nubia; other similarities, such as the so-called 'mock sale', are more intriguing because they suggest that the Egyptian influence on some aspects of Nubian legal practice might be significant. On the other hand, the Coptic and Old Nubian legal documents from Christian Nubia include many original features which cannot be traced to Egypt.

APPENDIX
LEGAL DOCUMENTS
FROM CHRISTIAN NUBIA

The following list represents only the textual material that has been published; we are aware of several further documents that have been preliminarily identified as legal deeds (discovered, for example in Gebel Adda and Qasr Ibrim), but we are still awaiting their publication.

Abbreviations

- ADAMS & ADAMS, *Qasr Ibrim*. – W. Y. ADAMS & Nettie K. ADAMS, *Qasr Ibrim. The Early Medieval Period*, London 2010.
- BROWNE, ‘Protocol’ – G. M. BROWNE, ‘The protocol of ‘Griffith’s Old Nubian sale’, *Altorientalische Forschungen* 16 (1989), pp. 216–19.
- BROWNE, ‘Old Nubian Sale’ – G. M. BROWNE, ‘Griffith’s Old Nubian Sale’, *Orientalia* 61 (1992), pp. 454–458.
- BROWNE, ‘Document from Kulubnarti’ – G. M. BROWNE, ‘An Old Nubian Document from Kulubnarti’, *Le Muséon* 113 (2000), pp. 177–183.
- GRIFFITH, *Nub. Texts* – F. Ll. GRIFFITH, *The Nubian Texts of the Christian Period*, Berlin 1913.
- GRIFFITH, ‘Christian documents’ – F. Ll. GRIFFITH, ‘Christian documents from Nubia’, [in:] *Proceedings of the British Academy* 14, London 1928.
- KHALIL, ‘Kaufvertrag’ – M. KHALIL, ‘Der Berliner Kaufvertrag P. 11277’, *Nubica* 1–2 (1990), pp. 267–271.
- KRALL, ‘Beiträge’ – J. KRALL, ‘Beiträge zur Geschichte der Blemyer und Nubier’, *Denkschriften der Kaiserlichen Akademie der Wissenschaften in Wien, Philosophisch-historische Klasse* 46 (1898), pp. 1–26.
- KRALL, ‘Ein neuer nubischer König’ – J. KRALL, ‘Ein neuer nubischer König’, *Wiener Zeitschrift für die Kunde des Morgenlandes* 14 (1900), pp. 234–236.
- LEGH, *Narrative* – T. LEGH, *Narrative of a Journey in Egypt and the Country Beyond the Cataracts*, London 1816.
- ŁAJTAR & RUFFINI, ‘Qasr Ibrim last land sale’ – A. ŁAJTAR & G. RUFFINI, ‘Qasr Ibrim last land sale, AD 1463 (EA 90225)’, [in:] *Nubian Voices. Studies in Christian Nubian Culture*, Warsaw 2011, pp. 121–131.
- ZYCHLARZ, ‘Sprachdenkmäler’ – E. ZYCHLARZ, ‘Neue Sprachdenkmäler des Alt-nubischen’, [in:] *Studies Presented to F. Ll. Griffith*, London 1932.

No.	Provenance	Date	Language	Contents/Matter	Editions
1	unknown	ca. 750	Coptic	Deed on leather, issued by Mari, documenting his purchase of land from Mena and Sion, the wife of the latter. The price paid, both its quality and quantity was satisfactory. A dating formula of the 'Nubian' type, penal and <i>kyria</i> clauses, witnesses' clauses and a scribe's note.	KRALL, 'Beiträge', pp. 1-26
2	unknown	8th cent.	Coptic	Document on leather, acknowledgement by Thekla for Joseph, the sailor (inhabitants of Kelsei on the east bank of the Nile). First-person confirmation that Thekla received 19 <i>holokottinoi (solidi)</i> from Joseph and transferred her land (<i>ktema</i>) to him. Scribe's note, witnesses' clauses, the subscriptions of both the issuer and Joseph on <i>verso</i> .	<i>P. Lond. Copt.</i> 1 447; ⁵⁷ LEGH, <i>Narrative</i> , text A

⁵⁷ The group of documents published as *P. Lond. Copt.* 1 447-554 were purchased by Thomas LEGH in Aswan (see *Narrative: Appendix 2*). A 'Nubian' provenance of *P. Lond. Copt.* 1 447, 448, 451, 452, 453 and 454 is not certain, for the texts do not state it clearly. However, they were all acquired together and very likely formed one archive. Tonio. S. RICHTER has classified the entire group consisting of *P. Lond. Copt.* 1 447-454 as Nubian documents composed in early and middle 8th century. See T. S. RICHTER, *Rechtssemantik und forensische Rhetorik. Untersuchungen zu Wortschatz, Stil und Grammatik der Sprache koptischer Rechtsurkunden*, Leipzig 2002 (*Philippika. Marburger altertums-kundliche Abhandlungen* 20), p. 156.

No.	Provenance	Date	Language	Contents/Matter	Editions
3	unknown	8th cent.	Coptic	Document on leather, mutilated and not entirely legible. <i>Diatheke</i> of Eudoxia, granddaughter of Thekla acknowledging that Maria, Seion and Athanasia were owners of the land (<i>ktema</i>) transferred by Thekla to Joseph (see no. 2), the father of the three women (?), and documenting the amount of 19 <i>holokottinoi</i> given by Joseph to Thekla, as well as another 9 <i>holokottinoi</i> . The text related to no. 2 (above). Description of the document on the <i>verso</i> .	<i>P. Lond. Copt.</i> I 448; LEGH, <i>Narrative</i> , text D
4	unknown	8th cent.	Coptic	Document on leather, poorly preserved, rendering part of the text illegible. A long and detailed dating clause enumerating a king and both central and local officials, different from the dating formulae known from Egypt, but characteristic of Nubian texts (see main text, pp. 199). An agreement between Thekla and both her son Abraham and his wife concerning some property, most probably land, exchanged for 3 <i>holokottinoi</i> . Witnesses' clauses on the <i>verso</i> .	<i>P. Lond. Copt.</i> I 449; LEGH, <i>Narrative</i> , text B; GRIFFITH, 'Christian documents', p. 16

<i>No.</i>	<i>Provenance</i>	<i>Date</i>	<i>Language</i>	<i>Contents/Matter</i>	<i>Editions</i>
5	unknown	8th cent.	Coptic	Document on leather, undoubtedly related to the previous one, the same parties (see no. 4). Lacunose and thus not clearly understandable documenting payment of a price for land. A 'Nubian' dating clause, subscription of the party, witnesses' clauses and a scribe's note on the <i>verso</i> .	<i>P. Lond. Copt.</i> I 450; GRIFFITH, 'Christian documents', p. 16
6	unknown	8th cent.	Coptic	Unpublished. According to Crum, very mutilated legal deed in some respects similar with no. 4 (above).	<i>P. Lond. Copt.</i> I 451; LEGH, <i>Narrative</i> , text E
7	unknown	8th cent.	Coptic	Leather; document written on both sides with two different probably legal texts. One is a palimpsest. A. A security deed issued as a result of a litigation between Mailanne and a man; drawn up in a place related to the eparch of Nobadia. A dating clause according to Egyptian month and indiction year; scribe Iatros. B. Two deeds, one resulting from a lawsuit brought by Maria against her cousin Nalandouse; and a contract issued for the same Nalandouse. Different date, but same dating format.	<i>P. Lond. Copt.</i> I 452; LEGH, <i>Narrative</i> , texts F and G

No.	Provenance	Date	Language	Contents/Matter	Editions
8	unknown	8th cent.	Coptic	Unpublished document on leather. According to Crum, the document was issued by Abraham for unknown addressee confirming the price of three <i>bolokottinoi</i> paid for some land. Witnesses' clauses (?) and a dating formula (perhaps at the beginning).	<i>P. Lond. Copt.</i> I 553; LEGH, <i>Narrative</i> , text K
9	unknown	8th cent.	Coptic	Legal document, perhaps mentioning a certain amount of money.	<i>P. Lond. Copt.</i> I 554; LEGH, <i>Narrative</i> , text L
10	unknown	ca. 804–813	Coptic	Two texts. A. Sale of land contracted between Maritios (seller) and Mena (buyer). A penal clause relating to the religious sanction, a long dating clause in the 'Nubian' style at the beginning, and witnesses' clauses at the end as well as a scribe's note and information that some wine and one <i>trimesion</i> (one third of a <i>solidus</i>) were handed to the witnesses, notion that some kind of public fee was paid. B. Text acknowledging that some goods (clothes and wine) were received, and the payment in advance.	KRALL, 'Ein neuer nubischer König', pp. 236–237; <i>CPR</i> IV 28
11	unknown	ca. 804–813	Coptic	Published partly. A dating clause of the 'Nubian' type. According to Krall, a deed of sale.	KRALL, 'Ein neuer nubischer König', pp. 238–239

No.	Provenance	Date	Language	Contents/Matter	Editions
12	unknown	ca. 850	Coptic	An <i>entagion</i> issued by Heutora for Philotheos composed in order to confirm that Philotheos paid the price owed to Anna. A penal clause (triple price), the information that witnesses were summoned, witnesses' clauses, a scribe's note, and a note confirming payment of a public fee.	KRALL, 'Ein neuer nubischer König', pp. 234–236
13	Qasr Ibrim	9th–11th cent.	Coptic	A few unpublished Coptic documents from the early-medieval Qasr Ibrim, for instance, an agreement between two relatives documenting handing over of a slave in result of some kind of litigation between the parties (the text known to us through a translation by J. Martin Plumley distributed during his lecture in Warsaw in the late 1970s). 9th-century letter from an inhabitant of Qasr Ibrim travelling to Egypt to a bishop (?) concerning the sale of a slave that took place in Egypt.	ADAMS & ADAMS, <i>Qasr Ibrim</i> , pp. 242–246 Publication is under preparation by Joost HAGEN

Nos. 14–30 were all found at Qasr Ibrim in a sealed amphora, and form a single archive focused primarily on the affairs of one particular family (for further information see B. WOJCIECHOWSKI, 'The Old Nubian "Eparchal Archive" from Qasr Ibrim reconsidered', *JJurP* 41 [2011], pp. 265–292; cf. also RUFFINI, *Medieval Nubia* [cit. n. 7], pp. 32–61). The majority of the documents from this archive lacks exact dates. It is possible to clarify their relative chronology by comparing the protocols (lists of Makurian state officials) and other information contained in the texts. As a result of this analysis we are able to present here a hypothetical dating for several of the documents which were left without dating in the *editio princeps* (cf. RUFFINI, *ibidem*, pp. 265–271). The table keeps the original order of *P. QI* III.

No.	Provenance	Date	Language	Contents/Matter	Editions
14	Qasr Ibrim	1190/ 1190-1195 (?)	Old Nubian	Document on leather. A release from purchase 'amounting to' 16 pieces of gold (<i>ngap-</i>) by certain Eigali drafted on request of Tiri and his/her son Eno allowing Eigali to give back the commodity at a 50% loss. A very formulaic language. A dating clause of 'Nubian' style (a list of state officials – protocol beginning with the name of king and ending with the local-rank functionaries), penal clause (a curse against the one who will deny legitimacy of this document), witnesses' clauses and scribe's note.	P. 21 III 31
15	Qasr Ibrim	between 1187 and 1190 (?)	Old Nubian	Document on leather. Sale of a plot (or two plots) of land in Koupanni and Amikke East by a certain Shirepi to Nasri for the price of 6 pieces of gold (<i>ngap-</i>). A dating clause of 'Nubian' style (a list of state officials – protocol), witnesses' clauses and a scribe's note. A list of food products lavished on the witnesses on the occasion of signing the contract at the very end of the text. ⁵⁸	P. 21 III 32

⁵⁸ The trade of meals/feasting (and perhaps also food distribution) during business transactions in Makuria remains unclear in many respects (cf. RUFFINI, *Medieval Nubia* [cit. n. 7], pp. 90-114). We should emphasize, however, that recording information about banquets is definitely an original Nubian feature in the internal composition of the documents here discussed (to this point, three other examples with an added list of food products have been published: see below, nos. 17, 20 and 34).

No.	Provenance	Date	Language	Contents/Matter	Editions
16	Qasr Ibrim	1190 (?)	Old Nubian	Document on leather. Release of a slave named Apa by a certain Kapopi informing that Apa should be treated 'as a Nubian' from then on. A dating clause of 'Nubian' style (a list of officeholders – protocol). Penal clause with three different curses, followed by a list of witnesses with a scribe's note at the end.	P. QI III 33
17 ⁵⁹	Qasr Ibrim	probably beg. of the 1190s	Old Nubian	Document on leather. Sale of land (inherited from seller's mother Mashankissi) for 12 pieces of gold (<i>ngap-</i>) contracted between Mouna (seller) and Eionngoka and Mena (buyers). A dating clause of 'Nubian' style (a list of state officials – protocol), daily date according to Egyptian and lunar month; a list of food products for the occasional feast after the main provisions of the contract, followed by witnesses' clauses and a scribe's note.	P. QI III 34i
18	Qasr Ibrim	1199 (?)	Old Nubian	Text written on the <i>verso</i> of 34i; a new contract of sale and cession of the same land as mentioned in earlier part (no. 17) for the same price of 12 gold pieces (<i>ngap-</i>). Different parties of the contract - Pongita, her daughter Persi, and Ngonnen, daughter of Mena, the buyer in 34i (sellers) and Mashshouda (buyer). Witnesses' clauses and a scribe's note.	P. QI III 34ii

⁵⁹ Although it is written on one piece of leather, no. 17 in fact concerns two different transactions, drawn up on dates separated by a considerable interval of time and containing two different lists of witnesses. For these reasons it will be treated here as two separate documents (nos 17 and 18 respectively).

<i>No.</i>	<i>Provenance</i>	<i>Date</i>	<i>Language</i>	<i>Contents/Matter</i>	<i>Editions</i>
19	Qasr Ibrim	31 July 1187	Old Nubian	Document on leather. Copy (?) of a release of a servant/ slave named Gaweson to Papsi by Mena, a symbolic fee (1 loaf of bread) paid on this occasion. Dating clause: yearly date according to the era of the Martyrs, a daily date according to Egyptian and lunar month, a list of state officials – protocol; witnesses' clauses (probably in the original signed with their own hand) and a scribe's note.	<i>P. QJ III 35</i>
20	Qasr Ibrim	1 Nov. 1190	Old Nubian	Document on leather drafted by two scribes. Sale of land inherited by seller (Kapopi) from her mother, fourteen plots in Kapopi's own estate, the right to three additional plots shared with other people, and a house to Neuesi, daughter of Adama, for the price of one male camel, 'one ornamental precious stone', one silver ring and a slave. ⁶⁰ Dating clause according to the era of the Martyrs, the Egyptian month and a day of the lunar calendar, a list of state officials; witnesses' clauses, a list of food products for the occasional feast, and a note about a special fee payable (in kind) to the person who archiving the document. A docket with a short description of the document.	<i>P. QJ III 36</i>

⁶⁰ The document in question is presumably connected with no. 16, also drafted for Kapopi – this connection is furthermore indicated by a considerable number of the same individuals acting as witnesses in no. 16 (12 same persons among 21 witnesses in general) and no. 20 (12/25). Thus the slave released in no. 16 is possibly the same slave mentioned in no. 20 (cf. *P. QJ III*, notes to text 36, p. 89).

No.	Provenance	Date	Language	Contents/Matter	Editions
21	Qasr Ibrim	probably 1196–1200	Old Nubian	Document on leather. Sale of a share of church (?) land (previously purchased from a woman called Papisinen) by a certain Engngaeil to Mashshouda and his wife Pampigon for 20 pieces of gold (<i>ngap</i> -). A dating clause: daily date according to Egyptian and lunar month, a list of state officials; witnesses' clauses ⁶¹ and a scribe's note.	P. <i>QI</i> III 37
22	Qasr Ibrim	30 Dec. 1198	Old Nubian	Document on leather; sale of inherited rights to church land, or – more probably – the rights to a burial place inside the church ⁶² by Ngonnen, daughter of Mena to Mashshouda for 6 pieces of gold (<i>ngap</i> -). An exact dating clause according to the era of Martyrs, a daily date of Egyptian and lunar month and a list of state officials; witnesses' clauses.	P. <i>QI</i> III 38
23	Qasr Ibrim	1198 (?)	Old Nubian	Document on paper drafted as an appendix to no. 22; an abridged extract from the original act of sale (subsequent to no. 22) or an acknowledgement given to the parties, Persi and her mother Pongita, as a copy. Witnesses' clauses.	P. <i>QI</i> III 38 Appendix

⁶¹ In fact there are two different lists of witnesses, the second one copied – together with the scribe's note – from another document from the given archive (see below, no. 28).

⁶² The text mentions '1 plot – which consists of the 4th plot – at the 4 feet of the altar in the Stauros-Church of Mosmosi' (transl. BROWNE, P. *QI* III, p. 56). It is therefore a place very close to the altar, lying certainly in the interior of the church; it is highly probable that this phrase refers to a burial place *ad sanctos*.

No.	Provenance	Date	Language	Contents/Matter	Editions
24	Qasr Ibrim	1196–1200	Old Nubian	Document on paper. Sale of an inherited plot of land by a certain Aggestotil, son of Pesi, to Mashshouda for 1 piece of gold (<i>ngap-</i>) and a half (<i>dart-</i>). An abbreviated protocol as a dating clause, a list of witnesses and a scribe's note.	P. <i>QI</i> III 39
25	Qasr Ibrim	16 Aug. 1199	Old Nubian	Document on leather. A fictitious sale (donation) of a plot within the city limits of Ibrim by Adama, eparch of Nobadia, the highest official in the province, to the Church of the Holy Trinity for the symbolic price of 1 piece and a half of gold. Some other land (previously a part of Kapopi's property, but sold nine years earlier [see no. 20 above]) mentioned. A dating clause according to the era of Martyrs, a daily date of Egyptian and lunar month and a list of state officials; a list of witnesses and a scribe's note.	P. <i>QI</i> III 40
26	Qasr Ibrim	1190–1195	Old Nubian	Document on paper; unclear. Perhaps a confirmation of sale or official information about a transaction concluded at an earlier date, relating to matters of property and inheritance rights, most probably disputed within one family. A list of witnesses and a scribe's note with a penal clause (in a form of a curse against the one who would deny the legitimacy of the given document).	P. <i>QI</i> III 41

<i>No.</i>	<i>Provenance</i>	<i>Date</i>	<i>Language</i>	<i>Contents/Matter</i>	<i>Editions</i>
27	Qasr Ibrim	1190s	Old Nubian	Document on paper. A cession of land by a certain Mouhoumeti and 'his friend' Teulote to Mashshouda for 2 pieces of gold (<i>ngap-</i>) for a period of five years. A list of witnesses and a scribe's note.	<i>P. QI</i> III 42
28	Qasr Ibrim	1180s (?), certainly before 1190	Old Nubian	Document on paper, fragmentary. An acknowledgement/receipt or a fulfillment of warrant connected with no. 21; the same persons as acting parties (Engngaeil and Papisinen) and almost the same witnesses as in the second part of no. 21 (the names of the witnesses in no. 28 most probably rewritten during drafting of no. 21).	<i>P. QI</i> III 43
29	Qasr Ibrim	end of the 12th cent. (?)	Old Nubian	Document on paper; fragmentary. A transfer of rights to a percentage of the profits from a palm grove (presumably located in Gebel Adda) between a certain Enomariame and 'her children' (apparently the word 'children' used here as a legal category, not in a biological sense) or an abstract of the original deed /acknowledgement. A list of witnesses.	<i>P. QI</i> III 44

No.	Provenance	Date	Language	Contents/Matter	Editions
30	Qasr Ibrim	end of the 12th cent.	Old Nubian	Document on paper. Presumably a shortened copy of the original deed /acknowledgement; sale of land by Apa Pan to Oeilan-Ngal, Amse, Agara and Eisto. No mention of the price, except that it was paid in gold (<i>ngap</i>). A double list of witnesses (one group witnessing the fact that Apa Pan received the gold, another one, the acquisition of the land).	P. 21 III 45
31	Qasr Ibrim (?)	2nd half of the 12th cent., prob. before 1172	Old Nubian	Document on leather (with several lacunae in the text). Sale of a share of land by Eionngoka to her son Iesou for 4 pieces of gold (<i>ngap</i>). ⁶³ A dating clause of 'Nubian' style (a list of state officials – protocol), a list of witnesses and a scribe's note.	GRIFFITH, <i>Nub. Texts</i> , pp. 53–55; ZYHLARZ, <i>Grundzüge</i> , pp. 188–189; BROWNE, 'Protocol', pp. 216–219; KHALIL, 'Kaufvertrag', pp. 267–271; BROWNE, 'Old Nubian Sale', pp. 454–8
32	Nauri	most prob. 2nd half of the 1190s	Old Nubian	Document on leather. A division of profits derived from the common land between Tadeosi and Iesou, make. A dating clause of 'Nubian' style, a list of witnesses and a scribe's note.	GRIFFITH, 'Christian documents', pp. 128–134; ZYHLARZ, 'Neue Sprachdenkmäler', pp. 187–190

⁶³ Although this document was not a part of the archive described above (nos. 14–30), it is very probable that it concerns a transaction between the same individuals which appear in the aforementioned set. Cf. WOJCIECHOWSKI, 'The Old Nubian "Eparchal Archive"' (cit. p. 220), p. 274, n. 10.

<i>No.</i>	<i>Provenance</i>	<i>Date</i>	<i>Language</i>	<i>Contents/Matter</i>	<i>Editions</i>
33	Kulubnarti	before 1190 (?) or the 1180s	Old Nubian	Document on leather, poorly preserved, with the right half almost completely torn off; hardly understandable. According to Browne a deed 'requesting a donation, and the object of donation seems to be an inherited piece of property'. A short protocol and two different lists of witnesses.	BROWNE, 'Document from Kulubnarti', pp. 177-183
34	Qasr Ibrim	14 Nov. 1463	Old Nubian	Document on leather. Declaration of sale of a 'corn-field' (<i>gett-</i>) by a certain Eismale to Eionngoka and Kasla; approved by his daughter Ajeje. A dating clause according to the era of Martyrs, Egyptian month and a day of the lunar calendar and a list of state officials; a list of witnesses, a scribe's note and, finally, a list of food products for the occasional feast and distribution at the end.	ŁAJTAR & RUFFINI, 'Qasr Ibrim last land sale', pp. 121-131

Maria Nowak

Chair of Roman Law and the Law of Antiquity
Faculty of Law and Administration
University of Warsaw
Krakowskie Przedmieście 26/28
00-927 Warsaw 64
POLAND
e-mail: *m.nowak@wpia.uw.edu.pl*

Bartosz Wojciechowski

Department of Papyrology
Institute of Archaeology
University of Warsaw
Krakowskie Przedmieście 26/28
00-927 Warsaw 64
POLAND
e-mail: *bartmann.bart@gmail.com*