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SEVEN ARABIC SLAVE SALE CONTRACTS ON PAPYRUS*

COMPARED TO THE LARGE SCALE of the slave trade in the medieval Islamicate world, the number of known preserved Arabic sale contracts originating from this trade has long been remarkably small. In the previous century, historians published only nine such documents, with dates ranging from 367 to 795 AH / 977 to 1392 CE – that is to say, nine documents for a period of more than four centuries.¹ But since the rise of academic interest in the history of slavery in the Islamicate world, two to three decades ago, the number of published Arabic slave sale contracts has been growing. In 2002, Yūsuf Rāḡib published no less than fourteen slave sales, including three reeditions, from the third/ninth to seventh/thirteenth centuries in the first volume of his landmark monograph *Actes de vente d'esclaves et d'animaux d'Égypte médiévale*. In more recent years, historians have published ten more medieval Arabic slave sale contracts.²

* I would like to thank Hannah Barker, Craig Perry, Rachel Schine, Khaled Younes, and the anonymous reviewer for very useful comments on (parts of) this article. Remaining mistakes are my own. Throughout the article, translations are my own.

¹ *P. Falmi Taaqud* 10 = *P. Vente* 8 (367/977), *Chrest. Khoury* I 53 = *P. Vente* 9 (372/983); *Chrest. Khoury* II 16 = *P. Vente* 10 (383/994); *P. Genizah Cambr.* 56 (483/1090); *P. Little Purchase Deeds* 1–5 (783–795/1381–1393). This list does not include *P. Cair. Arab.* II 124, which the editor misread and did not recognise as a slave sale contract; see the reedition (no. 2) below.

² *P. Bauden Achat* 1 & 2 (respectively, 822/1419 and 818/1415); *P. Bruning Slave Trade* 5

These documents prove to be rich sources for the history of the slave trade in the medieval Islamic world. Together with the considerable number of fifth/eleventh- to seventh/thirteenth-century and mostly Judaeo-Arabic slave sale contracts from the Cairo Geniza, produced by Egypt's medieval Jewish communities,³ the Arabic slave sale contracts are highly informative of the social, political, and legal bases that sustained the large and complex mercantile networks that organised this trade.⁴

This article adds seven early documents to the corpus of published Arabic slave sale contracts. They date to more or less the same period: documents 1 to 5 come from the early 270s/mid-880s; the palaeography of document 6 suggests a date of composition in the third/ninth century; and document 7 is written in 303/916. Documents 1 and 3–7 belong to the Arabic Papyrus, Parchment and Paper Collection of the University of Utah's J. Willard Marriott Library. In 2014, Naïm Vanthieghem published six of this collection's Arabic slave sale contracts (two on papyrus, four on paper) in this journal (Vanthieghem 2014b). In this article, I offer editions and translations of the collection's slave sale contracts on papyrus that have remained unpublished. The provenance of these papyri has not been recorded, but it is very likely that they have been unearthed in Fustāt. Despite the fact that Aziz S. Atiya (1898–1988), who built the University of Utah's papyrus collection over the course of several decades, acquired the collection's papyri in a number of places,⁵ his collection is now known to share at least in part its provenance with the Michaelides Collection and the Khalili Collection, which are known to contain many papyri from Fustāt (Vanthieghem 2014a: 290–291). The provenance of document 2, kept in the Egyptian Library in Cairo, is not recorded.

(3rd/9th or early 4th/10th cent.); *P. Vanthieghem Contrats* 1–6 (dates range between 272/885 and 903/1497); PERRY 2021 (508/1115).

³ For slave sale contracts from the Cairo Geniza, see PERRY forthcoming: 188–195. Recent publications of slave sale contracts from the Cairo Geniza include ACKERMAN-LIEBERMAN 2011; FRENKEL 2017; and PERRY 2019.

⁴ Studies based on these documents include BRUNING 2020; EMUNDS 2022; PERRY forthcoming; volume 2 of RĀGIB 2002–2006. See also HOYLAND 2021.

⁵ MALCZYCKI 2007 and MUEHLHAEUSLER 2008: 529–530. Some useful information can also be found in CHIARELLI 2002–2003.

1. Acquisition of a man of Zaghāwī origin

P. Utah inv. 95 v^o is a rectangular piece of papyrus in a mediocre state of preservation. Its cutting lines are preserved on all sides although much of the right side is frayed and the verso's top layer of papyrus is missing at the bottom. The sheet contains many small holes – often where narrow strips of papyrus have broken off – which occasionally damage the text. The document is written on the back of an elegantly penned letter (not edited here), of which only the beginnings of the first lines are preserved. The papyrus was recut for the bill of sale edited here. Its text has been written along the papyrus fibres, in a practised hand and in a black ink. The text largely lacks diacritical dots. The notary once wrote a diagonal stroke over the *shīm* in *ishtarā* in line 2 and placed a dot below the *bā'* in *rajab* in line 10. The intensity of the ink of the witness statements (ll. 11–16), each written by a different hand, is noticeably lower than that of the preceding text. As a result, and because of the large amount of damage in the bottom half of the papyrus, much of these witness statements can no longer be read.

This document records one 'Ubayd Allāh ibn Mūsā's acquisition of a certain Maymūn ('Lucky'), an enslaved male (*ghulām*) of Zaghāwī origin. At the time of Maymūn's sale, the Sahelian Zaghāwa people predominantly lived northeast of Lake Chad. Although they stood in contact with the Nile valley in the east,⁶ historical sources mention that Ibāḍī Muslims living in Zawīla, in the Fezzan region, were the main conveyors of Zaghāwī slaves into the Realm of Islam, because 'they are near them and take them captive', according to a contemporary source (al-Ya'qūbī 1892: 345). Maymūn is sold for a remarkably low price – a mere seven dinars, not including a brokerage fee which 'Ubayd Allah also had to pay.⁷ The document does not state why Maymūn was valued at this price. Perhaps it was the bad reputation enslaved Zaghāwa people had according to slave acquisition manuals.⁸ The fifth/eleventh-century Ibn Buṭlān, for example,

⁶ *EI*², s.v. 'Zaghāwa' (H. T. Norris).

⁷ For the brokerage fee (*ju'l*), see RĀĠIB 2002–2006, 2: 50, § 127, and BRUNING 2020: 723.

⁸ A sixth/eleventh-century document kept in the Bodleian Library in Oxford (MS Arab. c. 56, document 9) records the pawning of a Zaghāwī woman for a similar price: six dinars.

writes that Zaghāwī slaves are ‘worse than the Zanj and all other Black races (*ajnās*)’ (Ibn Buṭlān, *Risāla jāmi‘a*, p. 375).⁹ At the bottom of the document, four persons wrote their poorly preserved witness statements; the notary was not among them.

P. Utah inv. 95 v°

23.7 × 16.8 cm

270 AH/884 CE

Fig. 1

(m. 1) بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ ←

هذا ما اشترى عبید الله بن موسى من منبه بن زكري
 [...] اشترى منه غلام اسود يحسن؟ الخلق؟
 يس[م]ا ميمون وجنسه زغاوي بسبعة الدنانير 4
 والجعل قد قبض منبه بن ... الثمن [ك]له تاما وافيا
 وقبض ع[بيد] الله بن موسى الغلام وصار له وفي ماله
 على الطهارة والامانة وال[س]لامة لا جنون ولا عشا
 ولا دعوان فيه ولا اباق ولا كاهي ولا حر ولا مسروق 8
 ولا يياض حيث كان ويرى اليه من شيب الراس
 [و]... [و]... بن الدا وذلك في رجب سنة سبعين ومائتين
 (m. 2) [ش]هد محمد بن اد[ر]س على مثل ذلك
 (m. 3) وشهد بن استحق [بجميع ما في هذا] 12
 الكتاب وشهد بجميع ما في هذا
 (m. 4) وشهد عبد الله [بن استحق] بجميع [ما] في هذا [الكتاب] (handmark)
 (m. 5) [وش]هد عبد الله [بن]... [وكتب] []
 [] [] 16

2. اسرى pap. || 10. رجب pap. || 12. شهد pap.

(m. 1) *In the name of God, the Merciful and Compassionate. ‘Ubayd Allāh ibn Mūsā bought the following from Munabbih ibn Zikrī the ... He bought*

This document will be published by Lorenzo Bondioli, Stephanie Luescher, Marina Rus-tow, and Naïm Vanthieghem. I thank the anonymous reviewer for this reference.

⁹ Al-Amshātī, *al-ʿaḡwāl al-sadīd*, p. 61, and an anonymous author from the seventh/thirteenth century based their descriptions of the Zaghāwa on Ibn Buṭlān. See MÜLLER 1980: 135–136.

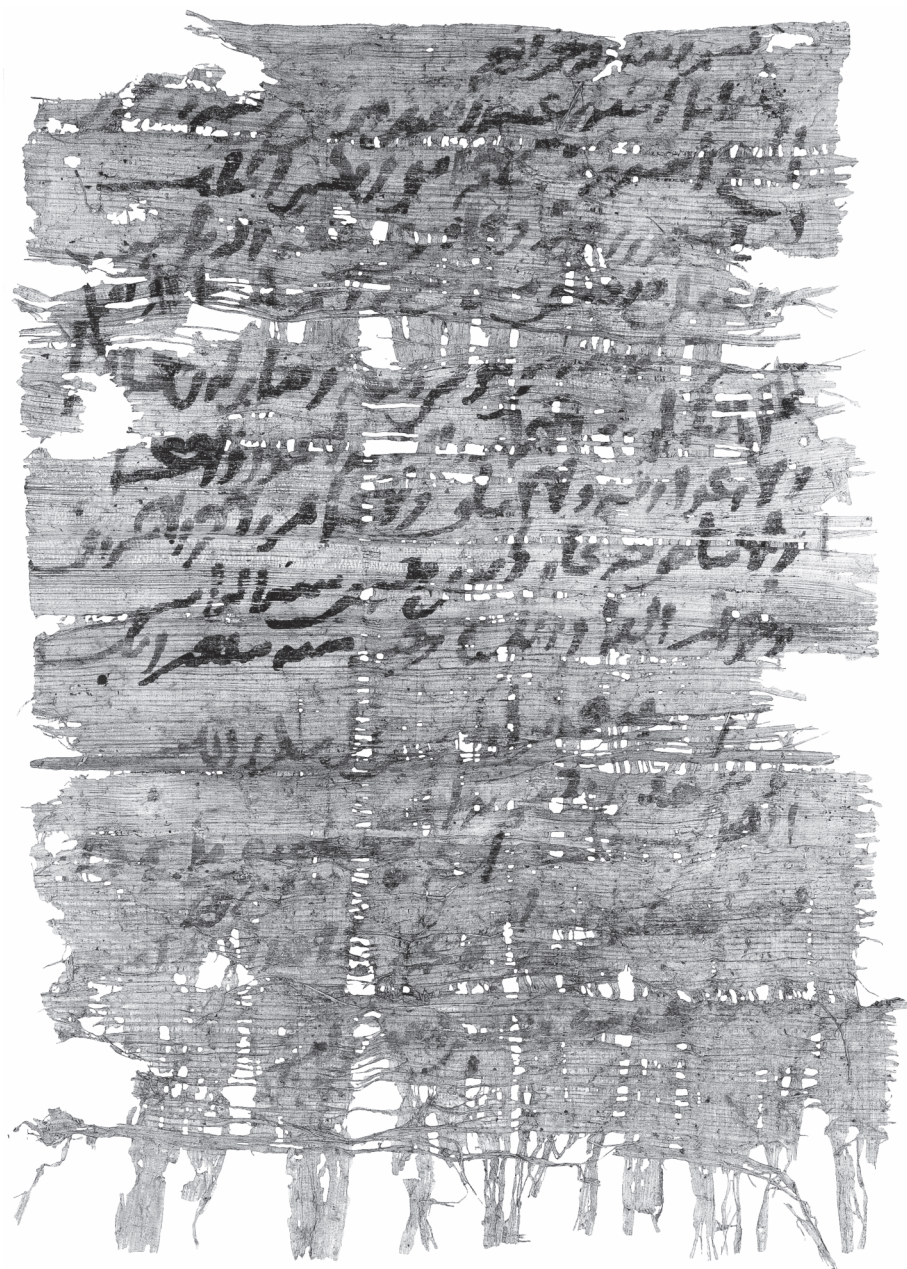


Fig. 1. P. Utah inv. 95 v^o (Special Collections, J. Willard Marriott Library,
The University of Utah)

from him a black male slave, a skilled barber (?), called Maymūn, a Za-ghāwī by race, for seven dinars, excluding commission fees. Munabbih ibn ... has taken the entire price, in full and completely. ‘Ubayd Allāh ibn Mūsā has taken the slave. He (i.e. the slave) has become his (i.e. ‘Ubayd Allāh ibn Mūsā’s) and part of his property, flawlessly, in good faith and in a faultless manner; (on the condition that) he is not insane, night-blind, the object of a legal claim or prone to abscond, does not have foul breath, is neither free nor stolen, and does not have any whiteness, wherever that may be. He (i.e. the seller) was released (from any liability) to him (i.e. ‘Ubayd Allāh ibn Mūsā) for (the slave’s) grey hair and ... the illness. That (took place) in (the month) Rajab of the year two hundred and seventy. (m. 2) Muḥammad ibn Idrīs has witnessed to the like of that. (m. 3) ... ibn Ishāq has witnessed to everything that is (mentioned) in this document. ... has witnessed to everything that is (mentioned) in this document. (handmark) (m. 4) ‘Abd Allāh ibn Ishāq has witnessed to everything that is (mentioned) in this document. (m. 5) ‘Abd Allāh ibn ... witnessed and he wrote ...

1. The name (*ism*) of the seller cannot be read with certainty. In line 2, the word *ibn*, ‘son of’ (the beginning of a lineage) is hard to read. This word does seem to follow the seller’s poorly preserved name in line 5.

3. *Ghulām* (‘young man’, ‘page’, and ‘servant’, among other things) was a common euphemism for an enslaved male in the medieval Islamic world.¹⁰ It appears in several models of slave sale contracts from the third/ninth and fourth/tenth centuries (al-Shāfi‘ī, *Kitāb al-Umm* [Bey al-Ḥusaynī], vol. 7, pp. 476–476; al-Ṭahāwī, *Kitāb al-Shurūṭ al-kabīr*, p. 106 [Arabic]). Formularies that use words which unambiguously indicate the slave status of the sold person (*‘abd* and *mamlūk*) also circulated when P. Utah inv. 95 v^o was written.¹¹ In addition to *ghulām*, other words that are known to have been used in (Judaean-)Arabic docu-

¹⁰ For a recent discussion of the semantic range of the word *ghulām* on the basis of documents from the fifth/eleventh and sixth/twelfth centuries, see KHAN 2024: 237–240. For references to earlier documents, see BRUNING 2023a: 633 n. 43. See also RĀĠIB 2013: 252.

¹¹ In several other models for slave sale contracts, al-Shāfi‘ī, *Kitāb al-Umm* (‘Abd al-Muṭṭalib), vol. 7, pp. 482–485, uses *‘abd*. Al-Ṭahāwī, *Kitāb al-Shurūṭ al-kabīr*, pp. 106–107, notes that several second/eighth-century Hanafi jurists used the term *mamlūk* or *‘abd* in their slave sale models.

ments recording the sale of a male slave are *khādīm* (no. 4 below), *waṣīf*, and *‘abd*;¹² see also the introduction to no. 4. Note that a fourth/tenth- or fifth/eleventh-century slave merchant’s ledger distinguishes between a *ghulām* and a *ṣabī*, ‘young male child’ (Richards 1991: 91). As is common in Arabic papyri (Hopkins 1984: 163–164, § 167.d), the notary of P. Utah inv. 95 v^o wrote *ghulām* without the *alif al-tanwīn*, which is required to mark the accusative case. The same construction appears in no. 4: *ishtarā minbu khādīm*.

The notary corrected the line’s penultimate word. Traces of ink can be seen below the *nūn*, and the notary seems to have added the word’s second letter (a *jīm* / *ḥā*’ / *khā*’, less likely a *kāf*) after he wrote the other letters. It is unclear if the ink below the denticle at the beginning of the word should be interpreted as an intentionally placed dot or not.

Various interpretations of the line’s last word are possible, especially because the shapes of the last two letters allow for reading a *ṭā*’ / *zā*’ instead of the *lām* (see the shape of the *ṭā*’ in *al-ṭabāra* in l. 7) and a *bā*’ / *tā*’ / *thā*’ or a *fā*’ instead of the *qāf*. If the final two words of line 3 elaborate on the physical appearance of the sold person, the line’s last word could perhaps read *ḥaṭīb*, ‘very lean’, *ḥulub*, ‘black’ (usually used in reference to animals), *khatab*, ‘being or becoming both dark and light coloured’, and *khilf*, ‘rib’. These and other possible readings are difficult to combine with the preceding word, which seems to read *yuhṣinu*.

4. In Arabic papyri, the word *danānīr* often has a definite article after numbers. See Hopkins 1984: 183–184, § 188. For the use of the plural rather than the singular (*dīnār*), see Hopkins 1984: 200, § 204.

6. Much more popular than *ṣāra labu wa-fī mālibī* was the phrase *ṣāra(t) ilayhi wa-fī milkibi*.¹³ A parallel of *ṣāra labu wa-fī mālibī* is found in *P. Bruning Slave Trade 5* (3rd/9th or early 4th/10th cent.), l. 7: *wa-ṣārat ilayhi wa-fī mālibī wa-milkibi*. The use of the preposition *li-* instead of *ilā* in this phrase is not attested in other published slave sale contracts.

7. The phrase *‘alā al-ṭabāra wa’l-amāna wa’l-salāma* is not found in other published documents. Shorter variants are known from other slave sales: *‘alā al-ṭabāra* in *P. Vanthieghem Contrats 4* (326/938), l. 2; and *‘alā al-ṭabāra wa’l-salāma* in *P. Vente 4*, ll. 11–12. Another variant, *ṭabāratan wa-salāmatan*, is used in *P. Vente 7* (355/966), l. 8, and 8 (367/977), ll. 8–9, and in a letter about the sale of a slave, *P. Ragīb Edfou 1* (3rd/9th or early 4th/10th cent.), l. 10 (noted in Rāgīb 2002–2006, 2: 68 n. 686).

¹² For *waṣīf*, see the late-sixth/twelfth-century bill of sale Bodleian Library, MS Heb. b 12/32; the word *‘abd* is used in LITTLE 1981: no. 3, dated 783/1381. For a discussion of these terms, see RĀGĪB 2002–2006, 2: 24–25, §§ 58–59.

¹³ RĀGĪB 2002–2006, 2: 61, § 154. Add the attestations in *P. Vanthieghem Contrats 1* (272/885) and 3–5 (325–326/937–938) and no. 7 below.

Although some jurists use this or a similar phrase to indicate the slave's health and the absence of vices, in the present document – like in others¹⁴ – the phrase appears to describe the soundness of the transaction.¹⁵ See also the phrase *ṭābir ma'mūn* in line 6 of no. 4.

2. Acquisition of a maidservant

In 1936, Adolf Grohmann published *P. Cair. Arab.* II 124. He identified the document as the 'Conclusion of a contract', which is the title he gave to the edition. But he, as well as Joseph Schacht and Arthur Jeffery, who helped him decipher the document, failed to recognise it as the lower part of a bill of sale recording the acquisition of an enslaved woman. Their inability to properly identify the document should not surprise us. In addition to the at times unforthcoming hand, the formulary of such sale contracts was largely unknown when they studied the document: no other such slave sales had been published,¹⁶ and *P. Cair. Arab.* II 124's formulary differed considerably from the formularies of models these scholars could have found in legal literature, in al-Shāfi'ī's *al-Umm* for example.¹⁷ Today, after the publication of about twenty third/ninth- and fourth/ tenth-century slave sale contracts, these documents' formulary is easily recognised and *P. Cair. Arab.* II 124 can be read without much difficulty.

¹⁴ *P. Vanthieghem Contrats* 4 (326/938), l. 2, with commentary. Possibly also *P. Vente* 8 (pace the translation), from 367/977, in which the words *ṭabāratan wa-salāmatan* in ll. 8–9 follow a clause that states that the sale is '(in accordance with the laws) of Islam and its warranty rules' (*bay' al-islām wa-uhdatuhu*). In addition, the person whose sale *P. Vente* 8 records is described as having vices (ll. 9–10).

¹⁵ See RĀGIB 2002–2006, 2: 68–69, § 177, for various interpretations of this or similar phrases in slave sale contracts.

¹⁶ At a later moment, Grohmann did prepare the edition of a slave sale contract: *Chrest. Khoury* I 53 (372/983), which has been reedited as *P. Vente* 9.

¹⁷ The first printed edition of al-Shāfi'ī's *al-Umm*, edited under the supervision of Aḥmad Bey al-Ḥusaynī, was published in seven volumes in Būlāq between 1903 and 1908 (1321 and 1325 AH). The formularies of two slave sale contracts are found in vol. 6 of this edition at pp. 193–194.

Grohmann noted that *P. Cair. Arab.* II 124 is a 'light-brown, tolerably fine papyrus' that shows traces of folding parallel to the lines, and that the back of the document is blank (Grohmann 1936: 174). One might add that the sheet's cutting lines have been preserved on all sides except the top. Damage that runs through the right third of the papyrus causes loss of text at the beginning of lines 2-4 and 6-8. For an image, see *P. Cair. Arab.* II, pl. XXII.

The document records that one Ishāq ibn Yūsuf bought a 'maidservant' (*waṣīfa*) in Ṣafar 271 AH / July-August 884 CE. The name of the seller, and the name, origin, and price of the sold woman are lost. Four witnesses wrote their witness statements in their own hand.

P. Cair. Eg. Lib. inv. 271

12.5 × 15.2 cm

271 AH/884 CE

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[(m. 1)] . [] . []
 [الثمن] تاما وفيما وقبض استحق بن يوسف [ال] و[ص] [ف] [ة] على
 [ان ليس] [له] [ج] [ن] [ون] ولا عشا [و] لا دعوان فيه ولا عيب
 4 [في فرج ولا حر]ة ولا مس[ر] وقة ولا اباق ولا كاهي
 ويري اليه من الصكك والقدع والكي والاثار ومن
 [ك] [ل] الالابا. وذلك في صفر سنة احدى وسبعين
 وما [ت] [ين] (m. 2) شهد بدير بجميع ما في هذا الكتاب
 8 (m. 3) و[ش] [د] محمد عبد الله الجهازي وكتب
 (m. 4) شهد هرون بن عمير على ما في
 هذا الكتاب (handmark)
 (m. 5) شهد الهيثم بن ابراهيم على جميع ما في هذا الكتاب وكتب بخطه (handmark)

2. [ed. pr. II] ولا عناء ولا وعد اذقه ولا عذب: عشا [و] لا دعوان فيه ولا عيب 3. ed. pr. II: [الثمن] 2.
 ويري 5. ed. pr. II: [] ولا مثوبة ولا اباق ولا كامن: [في فرج ولا حر]ة ولا مس[ر] وقة ولا اباق ولا كاهي 4.
 [ك] [ل] الالابا. وذلك 6. ed. pr. II: [] ويري من العدل والفرع والحز والالانان: اليه من الصكك والقدع والكي والاثار
 11. ed. pr. II: [] را ذلك ed. pr. II: المنير: الهيثم.

(m. 1) ... the price, in full and completely. Ishāq ibn Yūsuf has taken the maidservant on the condition that she is not insane, night-blind, the object of a legal claim, that she has no vice in the genitals, that she is neither free

nor stolen, and that she is not prone to abscond and does not have foul breath. He (i.e. the seller) was released (from any liability) to him (i.e. Ishāq ibn Yūsuf) for the colliding of the (slave's) knees, a distortion of the ankle or wrist, traces of cauterisation and scars, and all ... That (took place) in (the month) Ṣafar of the year two hundred and seventy-one. (m. 2) Budayr has witnessed everything (stated) in this document. (m. 3) Muḥammad ibn 'Abd Allāh al-Jihāzī has witnessed everything (stated) in this document, and he has written (his witness statement himself). (m. 4) Hārūn ibn 'Umayr has witnessed what is (stated) in this document. (m. 5) Al-Haytham ibn Ibrāhīm has witnessed everything (stated) in this document, and he has written (his witness statement) himself.

2. The tail of the *wāw* and the final tip of the *tā'* *marbūṭa* of the word *al-waṣīfa* are visible, as is the *fā'*. Other (published) sale contracts of a *waṣīfa* are *P. Vente* 9 (372/983), 12 (683/1284), and 13 (687/1288), and *P. Vente* appendices 3–5 (685/1286). See also *P. Bruning Slave Trade* 1 (1st half of 3rd/9th cent.) and Khan 2024: no. 4 (6th/12th cent.).

8. Medieval *rijāl* works attest to the existence of the by-name al-Jihāzī (or al-Jahāzī) and confirm Grohmann's reading of this word.¹⁸ Grohmann translated it as 'the mariner.' He probably based this translation on Reinhart Dozy's rendering of *safīna jahāziyya* as 'navire marchand' in his *Supplément aux dictionnaires arabes* (Dozy 1927, 1: 228). In this compound, the element *jahāziyya* relates to trade and provisioning, however, and not to sailing.¹⁹ Because of the many meanings of the word *jahāz* / *jihāz*, such as 'trousseau', 'household utensils', 'high-quality merchandise', 'provisions', and 'burial necessities' (Lane 1863–1893, 2: 476; Kazimirski 1860, 1: 344), I leave the by-name untranslated.

9. The *alif maqṣūra* in *'alā* is remarkably short.

9 & 11. The names Hārūn and Ibrāhīm are written with *scriptio defectiva* of the *ā*. See Hopkins 1984: 12–13, §§ 10.a & 10.b.ii.

¹⁸ See, e.g., al-Ḥabbāl, *Wafayāt al-Miṣriyyīn*, p. 61, no. 220; Ibn Quṭlūbughā, *al-Thiqāt*, vol. 3, p. 228, no. 2455; and Ibn Ḥajar al-'Asqalānī, *Lisān al-mīzān*, vol. 2, p. 506, no. 2012, for the Egyptians Aḥmad ibn 'Umar ibn Sa'īd al-Jihāzī (d. 416/1025–1026) and Ḥatīm ibn 'Abd Allāh al-Jihāzī (d. 330/942–943).

¹⁹ See the explanation in DOZY & DE GOEJE 1866: 280–281, from which Dozy copied the translation of *safīna jahāziyya* in his *Supplément*.

3. Fragment of a deed recording the acquisition of a Nubian woman

Light-brown papyrus. Only the left hand side cutting line is preserved. A large part of the original sheet has broken off on the right, resulting in the preservation of only the last few words of each line. Despite the existence of empty space (c. 1.5 cm high) above the first preserved line, the absence of a clear cutting line, and the lack of enough space for the *basmala* suggests that the document was originally longer. The absence of text above the first line likely indicates that the *basmala* stood on the preceding line. The text is damaged in lines 1, 2, and 4, partly because of the absence of a strip of papyrus on the back. There are many worm holes in line 7. Traces of folding are visible at approximately every three centimetres. The notary wrote this document in carbon-based ink, occasionally writing diacritical dots (the document also has some ink blots that are difficult to distinguish from diacritical dots). At the bottom of the document (ll. 13–17), three witnesses wrote their statements in their own hands. The verso is blank.

P. Utah inv. 690 r^o records the acquisition of an enslaved Nubian woman (*jāriya*) for 11 dinars (or slightly more when fragments of a dinar followed in the broken-off parts of lines 4 and 6). Due to the very fragmentary state of the papyrus, large parts of the original document's contents remain unknown. But because P. Utah inv. 690 r^o follows the organisation of other slave sale contracts, some of its contents can be reconstructed. The buyer appears to have been one Maṣṣūr, who originally came from Aswan: Maṣṣūr appears in line 6 as the party receiving something else than the price paid for the enslaved woman, which means that he must have been the person who acquired the woman. The document will have mentioned his patronymic, but it remains unknown to us. The name of the seller is probably al-Ḥasan. Line 10 states that one al-Ḥasan was legally obliged to take action in case the sale was found to be corrupt. Although he may have been a third party, such as the guarantors mentioned in nos. 4 and 5, the preceding words (*sabab min al-asbāb*) probably belong to a guarantee clause against third-party claims on the title to the woman (see ll. 9–11 n.), making it likely that al-Ḥasan is the seller.

P. Utah inv. 690 r°

30.9 × 8 cm

271 AH/885 CE

Fig. 2

-----[(m. 1) بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ] ↓
 [هذا ما اشترى منصور بن فلان المعروف بحبيش الاسواني
 من الحسن بن فلان اشترى منه جارية] نوبة تدعا
 [الثمن] احدى عشر دينر
 [فلانة] ... لهذا الجارية 4
 [قد قبض الحسن بن فلان الثمن تاما] وافيا وهو احدى عشر
 دينر [وقبض منصور بن
 فلان الجارية] وصارت اليه على بيع الاسلام
 8 [وعهدته وضمن له الحسن بن فلان جنونا] او عشا او عيب
 [في فرج فما ادرك منصور بن فلان في شي] ان هذا الجارية
 [بوجه من الوجوه او سبب من الاسباب فعلى الحسن
 بن فلان خلاص ذلك ونفاذه من خالص ماله بالغ ما بلغ
 12 [كائنا ما كان وذلك في شوال سنة احدى وسبعين وماتني
 (m. 2) ذلك { في } بالاقرار بجلبها
 على ما { في } هذا الكتاب في
 شوال سنة احدى وسبعين وماتني vac.
 16 (m. 3) شهد فلان بن فلان على مثل ذلك في شوال سنة احدى وسبعين
 وماتني (handmark)
 (m. 4) شهد فلان بن فلان وكتب شهادته بخ طه

1. pap. [ا حدي 12. pap. الحسن 10. pap. الجارية 9. pap. عشا 8. pap. اليه 7. pap. بحبس 1.

(m. 1) *In the name of God, the Merciful and Compassionate. Manṣūr ibn N.N., known as Ḥubaysh al-Uṣwānī, bought the following from al-Ḥasan ibn N.N. He bought from him a Nubian slave-woman called N.N. ... The price is eleven dinars ... of this slave-woman. Al-Ḥasan ibn N.N. has taken the price, in full and completely, being eleven dinars ... Al-Manṣūr ibn N.N. has taken the slave-woman ... She has become his in accordance with Islam's (law of) sale and guarantee. Al-Ḥasan ibn N.N. has guaranteed (the absence of) insanity, night blindness and a vice in the genitals. Should any claim be made against Manṣūr ibn N.N. regarding a part of this slave-woman in*

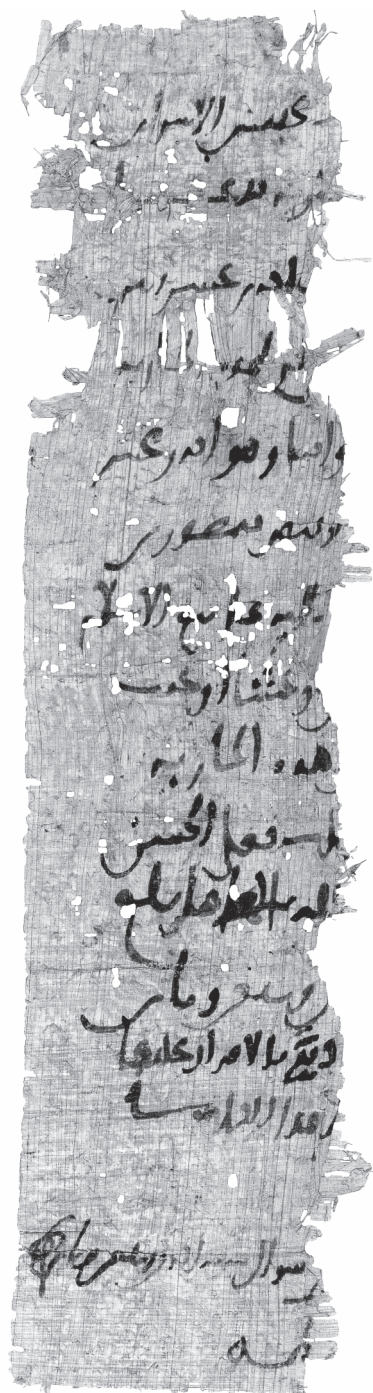


Fig. 2. P. Utah inv. 690 r^o
 (Special Collections,
 J. Willard Marriott Library,
 The University of Utah)

whatever respect or for whatever reason, al-Ḥasan ibn N.N. is to fulfil his guarantee obligation to clear that and to execute it out of his own means, whatever it costs and whatever it may be. That (took place) in (the month) Shawwāl of the year two hundred seventy-one. (m. 2) ... that, acknowledging that she has been imported ... what is (mentioned) in this document, that being in Shawwāl of the year two hundred seventy-one. (m. 3) N.N. witnessed to the same in the month Shawwāl of the year two hundred seventy-one. (handmark) (m. 4) N.N. witnessed, and he wrote his witness statement in his own handwriting.

1. Only the end of the *fā'* of *al-ma'rūf* is preserved. In published slave sales, nicknames do not appear. Introduced by the phrase *al-ma'rūf(a) bi-*, 'known as', they can be found in other sale contracts: *P. Fabmi Taaqud* 1 and 2 (respectively 238/853 and 246/861), *P. Remondon Edfou* 1 (253/867), *P. Sourdel Vente* 3 = *P. Damas* 5 (4th/10th cent.), *CPR XXVI* 7 (333/945), and *P. Genizah Cambr.* 14 (5th or 6th/11th or 12th cent.).

A dot below the first denticle of the buyer's nickname supports the reading Ḥubaysh. Admittedly, this dot is quite vague and possibly an unintended blot of ink. If the name's denticles are to be dotted differently, possible alternative readings are Junays, Ḥabīs, Ḥunbush, Khanbas, Khanbash, Khinbis, and Khunays (al-Dhahabī, *al-Mushtabih*, vol. 1, pp. 270–273; Ibn Mākūlā, *al-Ikmāl*, vol. 2, pp. 330–344).

7–8. For the validity clause *'alā bay' al-islām wa-'ubdatihi*, see Rāḡib 2002–2006, 2: 97, § 256. In published documents, a validity clause starting with *'alā bay' al-islām* usually continues with *wa-'ubdatihi* (see Rāḡib 2002–2006, 2: 97, § 256); hence the reconstruction in the edition. The longer variant *'alā bay' al-islām wa-'ubdatihi wa-sharīṭatibi*, attested in *P. Berl. Arab.* I 11 = *Chrest. Khoury* I 56 (276/889), l. 15, does not fit the available space.²⁰

The reconstruction *wa-ḍamina labu al-Ḥasan ibn fulān* is based on the presence of the disjunctive *aw* and the formulary of *P. Vente* 1 (257/871), l. 5. See no. 6, l. 4 n.

9–11. As suggested by the clearly legible *fā'-alā* in line 10, lines 9–11 contained a warranty clause. Its remains and its location in the document suggest a warranty against a fault in the seller's ownership of the woman (see no. 5, introd.). In second/eighth- and third/ninth-century sale contracts, the words *fā'-alā* in such warranty clauses frequently introduce the buyer's obligation to 'clear' (*khalāṣ*) the object of sale from third-party claims and to execute (*nafādh*) the transaction

²⁰ Other variants are only known from a later period, such as *'alā bay' al-islām wa-shurūṭihi* in *P. Fay. Monast.* 2 (336/947), l. 11; *'alā bay' al-islām wa-'abdibi wa-shurūṭihi* in *Chrest. Khoury* II 19 (417/1026), l. 5; and *'alā bay' al-islām wa-sharṭibi* in *P. Bosch Huesca* 3 (549/1155), l. 8.

should a third party claim ownership of the sold merchandise.²¹ The preserved words in lines 9–11 suggest, indeed, that the document's formulary resembled that of better-preserved documents. As can often be found in such a formulary, (a) P. Utah inv. 690 r^o mentions the sold merchandise in line 9 (*min hādhīhi al-jāriya*); (b) the words *sabab min al-asbāb* precede *fa-'alā* (l. 10); and (c) the clause ends with a phrase including the words *bālighan mā balagha* in line 11, which the notary corrected from an earlier word that is no longer legible. When P. Utah inv. 690 r^o was written, warranty clauses usually started with the words *fa-mā adraka*, followed by the name of the buyer and combined with the preposition *fī* (Khan 1994: 214–215); hence the reconstruction. Compare these words and phrases with, for example, *P. Vente* 15 (150–159/767–775), ll. 5–7; *P. Torrey* (205/821), ll. 9–11 (with Abbott 1937: 314); *P. Cair. Arab.* I 56 (239/854), ll. 15–16; *P. Fahmi Taaqud* 1 (238/853), ll. 17–19, and 2 (246/861), ll. 16–19 (with corrections in the Arabic Papyrology Database); *P. Berl. Arab.* I 11 = *Chrest. Khoury* I 56 (276/889), ll. 13–15; *P. Bsees Sale Contract* (290/903), ll. 4–7, and *P. Sourdel Vente* 2 = *P. Damas* 2 (310/923), ll. 12–13.

4–5. Two slave sales on one sheet of papyrus

P. Utah inv. 244, a light-brown sheet of papyrus, contains two slave sales, one on each side. The top of the papyrus is broken off and the beginning of each deed is lost, but the cutting lines on all other sides are preserved. The sheet's upper left corner has a number of holes on horizontal and vertical folds, damaging parts of lines 3 and 4 of the text on the recto side (no. 4) and line 3 of that on the verso side (no. 5). The deeds on P. Utah inv. 244 do not occupy the entire sheet. Empty space of about 9 cm high follows the final witness statement on each side.

Different persons penned the two documents on P. Utah inv. 244. The first, who wrote the text on the recto side, has a very unpractised hand and at times seems to have been uncertain about the shape of his letters. See, for instance, the correction of the *ḍād* in *qabaḍa* in line 4, the *mīm*-like shape of the *hā'* in *kāhī* in line 6, and the redrawing of the end of the *kāf* in *dhālika* in line 7. This writer's unusual letter shapes make his text

²¹ KHAN 1994 and RĀGIB 2002–2006, 2: 94–96, §§ 250–253. In the fourth/tenth century, the formulary changes; see KHAN 1994: 221. For *khalās* meaning 'clearing' or 'cleaning,' see FRANTZ-MURPHY 1985: 111–113 (see also KHAN 1994: 222).

very difficult to read.²² Although he seems to have been familiar with the basic formulary of third/ninth-century slave sale contracts, it is noteworthy that he did not mention the seller's lineage (see l. 4 n.) and forgot to date the deed. In addition to his unpractised hand, this gives the impression that he was an inexperienced notary – if he was a notary at all. By contrast, the person who wrote the deed on the verso side of P. Utah inv. 244, one al-Ḥasan ibn Naṣr, wrote in a very skilled hand, revealing his experience with notarial practice or the drawing up of legal documents in general.

What connects the two sales recorded in P. Utah inv. 244 is that the same individual, one Muḥammad ibn al-Namir, bore witness to both transactions. He wrote his witness statements himself at the bottom of the two deeds. The sales took place in the same month, Dhū al-Ḥijja of the year 272 AH (May–June 886 CE). That no other person acted as witness to both of the transactions suggests that the sales did not take place consecutively but that some time elapsed between the two. Because the sales' beginnings are missing and the name of the buyer of no. 5 is lost, we can only speculate about the reason for recording these two slave sales on one papyrus sheet. Muḥammad ibn al-Namir's autograph witness statements may indicate that he was a professional witness at a *qāḍī*'s court, which the contracting parties had visited in order to record the transaction with a legal authority, and that the document was archived at the court.²³

4. Acquisition of a male slave-servant

This document records that in Dhū al-Ḥijja 272 AH / May–June 886 CE a man named Aḥmad ibn Bādir bought for 18 dinars an enslaved male with a dark complexion. The document seems to identify the sold person's

²² RĀĞIB 2002–2006, 2: 5, § 13, writes that slave sales are frequently very difficult to read. See TILLIER & VANTHIEGHEM 2024: 330–332, who note that the handwriting of authors of marriage and divorce contracts is usually quite elegant.

²³ KHAN 1994: 200–201; KHAN 2019: 33–34; MÜLLER 2018: 366–367. See also *P. Vant- bieghem Contrats* 4 and 5, two fourth/tenth-century slave sales on one piece of paper which may be copies made for a *qāḍī*'s archive.

‘race’ (*jins*) as *lābī* (see l. 2 n.). This word does not appear in lists of the ethnically defined races in slave acquisition manuals, notarial manuals or in published slave sales, but the word is known from one of al-Mutanabbī’s (d. 354/955) satirical poems about the formerly enslaved eunuch Kāfūr, the effective ruler of Egypt between 334/946 and 357/968. According to Yāqūt al-Rūmī, in this poem the word refers to a Nubian village called al-Lāb from where, he writes, ‘a species of black people (*ṣinf min al-sūdān*) are exported’ (Yāqūt al-Rūmī, *Muʿjam al-buldān*, vol. 5, p. 3). Aḥmad ibn Bādir bought this person from a man whose name seems to read ‘Abd al-Barr. A third person stood guarantor for the absence of certain redhibitory vices. At the bottom of the document, three witnesses wrote their witness statements.

The document calls the sold person a *khādim* (ll. 1 and 3). Although by the third/ninth century the word *khādim* was also used as a euphemism for eunuchs (especially for those serving Muslim courts),²⁴ in P. Utah inv. 244 r^o the word must have the general meaning ‘servant’.²⁵ Because only very few enslaved boys survived the castration process (usually carried out outside the Realm of Islam), those who did were very high priced (Rāḡib 1993: 759). The 18 dinars Aḥmad ibn Bādir paid for his slave was a normal price for an enslaved person in the third/ninth century, and it suggests that the male he bought with it was not castrated. Although notarial manuals do not prescribe the use of the word *khādim*, the notary may have used it to distinguish the slave from other types of male slaves (such as the *ghulām* in no. 1), similar to the various terms notaries used to designate different types of female slaves (Rāḡib 2002–2006: 23–24, § 57).

P. Utah inv. 244 r^o

22.8 × 24.5 cm

272 AH/886 CE

Fig. 3

----- ↓
 (m. 1) عبد؟ البر اشترا منه خا[د]م اسود يدعا [...] با

²⁴ TOLINO 2023: 79 and KHAN 2024: 244–246 with references to older literature.

²⁵ Low-status female slaves were also called *khādim* (see RĀĠIB 2002–2006, 2: 23–24, § 57), but the grammar and contents of P. Utah inv. 244 r^o make clear that a male slave is meant.

وجنسه لابي الثمن ثمانية عشر دينار والجعل
 [ق]د قبض احمد بن بادر [ا] لخادم و[ص]ار [ا]يه [و]في
 4 ماله وقبض عبد؟ [ا] بر؟ الثمن وشرط عدا [ا]
 الضامن ان ليس له جنون ولا عشا ولا
 كاهي [ط] اهر مامون وقد بري اليه وسو
 ذلك (m. 2) وشهد احمد [ب] ان [ن] يوسف السراج على مثل ذلك وكتب بخط [ه]
 8 في {د} ذي الحجة سنة اثني وسبعين وماتين (m. 3) شهد محمد بن النمر على اقرارهما بما في هذا
 الكتاب وكتب بخطه (m. 4) شهد الحسين بن علي بن الريان الازمي

من written over وسو in و the first 6. || وقبه corr. ex قبض 4. || pap. الثمن 2. || pap. ابا | pap. البر 1.

(m. 1) ... 'Abd (?) al-Barr. He bought from him a black slave-servant called ..., a *lābī* by race. The price is eighteen dinars, excluding commission fees. *Aḥmad ibn Bādir* has taken the slave-servant. He (i.e. the slave) has become his (i.e. *Aḥmad ibn Bādir*'s) and part of his property. 'Abd al-Barr (?) has taken the price. He (i.e. the buyer) imposed as a condition on the guarantor that he is not insane and night-blind and (that he has) no foul breath, being in good health and trusted. He was released (from any liability) to him. That ...²⁶ (m. 2) *Aḥmad ibn Yūsuf* the saddler has witnessed to the same and he has written (this) himself in *Dhū al-Ḥijja* of the year two hundred seventy-two. (m. 3) *Muḥammad ibn al-Namir* has witnessed to the acknowledgements of both of them to what is (stated) in this document. He has written (this) in his own handwriting. (m. 4) *Al-Ḥusayn ibn 'Alī ibn al-Rayyān al-Azamī* has witnessed.

1. Because the document follows the usual formulary of third/ninth-century slave sale contracts, the name of the seller is expected before *ishtarā minhu* at the beginning of line 1. In line 4, his name seems to read 'Abd al-Barr. Although *al-Barr* can be read at the beginning of line 1, it is difficult to recognise 'Abd in (the little of) what remains of the writing at the very beginning of the line.

2. Despite the fact that, as noted above, the word *lābī* does not refer to a 'race', it is unlikely that the word should be read as *lānī*, 'Alan', the only racial *nisba* that fits the *rasm* of our document. The Alans, a Caucasian people, do appear in the overviews of races in slave acquisition manuals, but they are described as red-

²⁶ Possibly 'That was witnessed'; see l. 6 n.

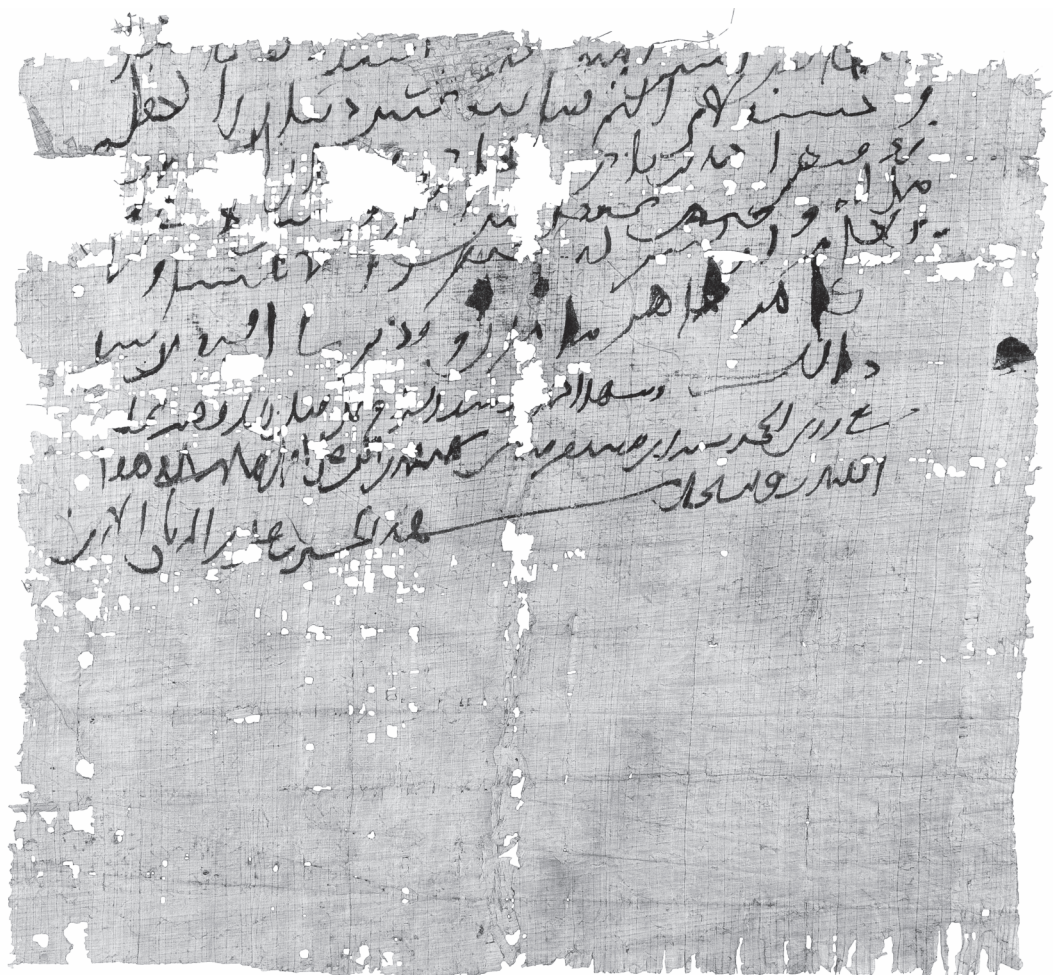


Fig. 3. P. Utah inv. 244 r^o
(Special Collections, J. Willard Marriott Library, The University of Utah)

dish white and not as black, as is the enslaved person of P. Utah inv. 244 r^o (Ibn Buṭlān, *Risāla jāmi'a*, p. 377).²⁷ In light of the many Nubian slaves in Egypt, *lābī* seems to be the most logical reading.

²⁷ Much later, in the ninth/fifteenth century, al-ʿAynṭābī (d. 903/1492) writes in his slave acquisition manual that another Caucasian people, the Circassians, can have various skin colours, including black. Because he links character traits to skin colour, his description of the Circassians is probably based on humoral pathology. For humoral pathology and skin colour in late medieval Islamic contexts, see BARKER 2019: 56–58.

The very small *nūn* at the end of *al-thaman* resembles the tail of a final *mīm* of more practised hands. The similar shape of the final *nūn* at the end of the same word in line 4 shows that the writer did not forget the *nūn* and wrote *الثم*.

3. The name of the buyer's patronymic is difficult to read. For the *dāl*, see the *dāl* in *al-khādīm* on the same line and the *dhāl* in *dhālīka* at the beginning of line 7. The name itself can be read as Bādir and Nādir; both names appear to have been common (Ibn Mākūlā, *al-Ikmāl*, vol. 1, p. 179; al-Dhahabī, *al-Mushtabih*, vol. 2: 628).

4. The reading of 'Abd al-Barr is based on the following observations. At this place in the formulary of slave sale contracts, the name of the seller is expected. An 'ayn or ghayn stands at the beginning of this name. The shape of this letter is unusual, but it closely resembles the 'ayn at the beginning of the clearly legible 'ashar in line 2. After what seems to be a denticle or a *mīm*, a *dāl* or *dhāl* can be read. Beside the many Arabic names that start with 'abd, medieval authors only record the near homographs 'Abdān, 'Aydhān, Ghaydān and 'Ibdān, and 'Aydh Allāh as names that start with an 'ayn or ghayn and have a *dāl* or *dhāl* as their third letter (al-Dhahabī, *al-Mushtabih*, vol. 2, p. 433; Ibn Mākūlā, *al-Ikmāl*, vol. 6, pp. 97–100). These names do not go well with the remainder of the name on our papyrus, because the name ends with a denticle followed by a *rā'*, *zāy'*, or *nūn*. The end of the seller's name is probably also visible at the beginning of line 1, where the name of the seller is expected before *ishtarā minbu*. There, *al-barr* can be read, with a dot below the *bā'*. This suggests that the name of the seller is 'Abd al-Barr. Admittedly, the remnants of what precedes *al-barr* in line 1 do not resemble 'abd, and the reading remains tentative.

Although the word 'alā is expected after the verb *sharaṭa*, the reading of this word is not entirely certain. Its 'ayn has a different shape than some other initial 'ayns in the text (in 'ashar on l. 2 and 'abd earlier on l. 4), but it does resemble the 'ayn in 'ashā in line 5. The 'ayn and lām seem disconnected; and the lām is not as high as other vertical letters in the text. The word seems not to have ended in an *alif maqṣūra* but in a normal *alif*: a tiny piece of papyrus at the end of the line has a trace of a vertically downward stroke. Authors of Arabic papyri and early paper documents frequently wrote *alifs* instead of *alif maqṣūras* (Hopkins 1984: 14–15, § 12), but the word 'alā is not often found written with an *alif* (see, e.g., *P. Vind. Arab.* I 32 [4th/10th cent.], l. 3). Note that the notary wrote *alifs* instead of *alif maqṣūras* elsewhere too: in *ishtarā* and *yud'ā* in line 1.

5. For the reading of the *dād* in *al-dāmin*, see the hooked onset of the final *dād* in *qabaḍa* in line 3 and the hooked shaped of the *tā'* in *sharaṭa* in line 4 and *tābir* in line 6. The *mīm-nūn* ligature at the end of the word resembles the *mīm-nūn* ligature which the author initially wrote at the end of line 6 before he wrote a *wāw* over it.

6. The *hā'* of *kābī* resembles a *mīm*; see the *hā'* in *tābir*.

The *yā'* of *kābī* is remarkably short and does not resemble the more recognisable *yā'* in *lābī* in line 2. The last letter in *kābī* resembles the *rā'* in *tābir* on the

same line, which, in turn, resembles the tail of the *ṣīn* in *laysa* in line 5. It is noteworthy that in a number of other third/ninth or early fourth/tenth-century slave sale contracts (*P. Bruning Slave Trade* 5, l. 9; *P. Vanthieghem Contrats* 1, l. 6; *P. Vente* 1, l. 7; no. 1, l. 8), the final letter of the word *kāhī* resembles a *rāʾ* as well. Should the word be read as *kāhīr*, ‘scolding, rebuffing’? Two other slave sales (*P. Vente* 5 [283/896], l. 7, and no. 2, l. 4) in which the *yāʾ* is clearly visible confirm the interpretation of this word as *kāhī*.

An ink stain largely covers the *ṭāʾ* in *ṭāhīr*, but that the letter has a vertical stroke and a closed body seems certain. The words *ṭāhīr maʾmūn* are not attested in other published slave sale contracts, but see the phrase *ʿalā al-ṭahāra waʾl-amāna waʾl-salāma* in no. 1. For the use of *ṭāhīr* in the sense of ‘being in good health’, see Rāḡib 2002–2006, 2: 68–69, § 177. Contrary to classical Arabic grammar, these words are not written in the accusative. See Hopkins 1984: 163–164, § 167.a.

The writer appears to have first written *min* after *wa-qad bariʾa ilayhi*, as can often be found in release clauses. He then wrote a *wāw* over this word. The word that follows, which appears to consist of only a *ṣīn* / *shīn* and a *wāw* (or perhaps an *alif*) and is followed by the word *dhālika* at the beginning of line 7, is hard to interpret. The first witness’s statement that he ‘witnessed to the same’ (l. 7) suggests that the writer intended a phrase such as *wa-shubida ʿalā dhālika*, ‘that was witnessed’.

7. The *ā* in *dhālika* is written in *scriptio plena*. See Hopkins 1984: 14, § 11.

9. Instead of al-Rayyān, the name of the third witness’s grandfather can also be read as al-Rabbān and al-Zabbān (Ibn Mākūlā, *al-Ikmāl*, vol. 4: 109–121; he also mentions the name Zībān, without the article). The witness wrote his name quite cursively, making the last letters of his *nisba* difficult to read. Authors of overviews of *nisbas* record only one that fits the shape of the letters: al-Azamī, which refers to the Azam region near Sīrāf on the Persian Gulf. See Ibn al-Athīr, *al-Lubāb*, vol. 1, p. 48, and al-Samʿānī, *al-Ansāb*, vol. 1, p. 124.

5. Record of the acquisition of a woman

This document records the acquisition of an enslaved woman (*jāriya*) from one ʿImrān ibn Mūsā, who may be the same person as the man by that name who wrote his witness statement in 282/895 at the bottom of the slave sale contract *P. Vente* 4. The top of the document is broken off, and the name of the buyer and any information about the woman the document originally may have contained (such as her slave-name, origin, and price) are lost.

Whereas the document's first preserved lines follow the standard formulary of a slave sale contract, lines 4 and 5 present a warranty clause that is unknown from other published slave sales. The warranty mentioned is a *ḍamān al-wajb*, a guarantee to present a debtor to his/her creditor when the debt is due.²⁸ According to P. Utah inv. 244 v^o, one Muḥammad ibn Yūsuf had guaranteed to bring ʿImrān ibn Mūsā to the buyer in case the sold woman appeared to be free or stolen, enabling the buyer to reclaim his money from the seller and allowing for the woman to be released or to be returned to her legal owner (Rāḡib 2002–2006, 2: 83–84, § 220; see also Bruning 2023b: 658 n. 69). The guarantee, then, pertains to the buyer's protection against a third party's claim (*darak*) to the title to the woman, whether that be the woman herself or someone else. In a sale, the responsibility for the restitution of (a part of) the price of the sold merchandise primarily lay with the seller in case the sale was found to be corrupt or illegal. Because jurists held that the seller's own guarantee to be the legal owner of the sold merchandise inhered in a sale, they considered it often unnecessary to explicitly mention this guarantee (called *ḍamān al-darak*) in the sale's documentary record (Wakin 1972: 62).²⁹ Indeed, a clause stating this guarantee is frequently lacking in published slave sale contracts (Rāḡib 2002–2006, 2: 93, § 248), and so it is in P. Utah inv. 244 v^o. A *ḍamān al-wajb* offered further protection of the buyer's rights: it facilitated his procurement of his rights in case of a dispute; and according to some contemporary jurists, the person who took upon himself a *ḍamān al-wajb* had to pay the debtor's debt when he failed to bring the debtor, unless the parties to a transaction had agreed otherwise.³⁰ Perhaps ʿImrān

²⁸ For this legal instrument, see SANTILLANA 1938, 2: 493–494, § 281.b.

²⁹ For slave sales, see al-Ṭaḥāwī, *Kitāb al-Shurūṭ al-kabīr*, p. 106 (Arabic), § 3.38. In fact, mentioning it could give the false impression that a third party had taken this responsibility upon himself, or so some jurists maintained. See al-Ṭaḥāwī, *Kitāb al-Shurūṭ al-kabīr*, p. 22 (Arabic), § 2.120.

³⁰ So according to Mālik ibn Anas and his students (see Saḥnūn, *al-Mudawwana al-kubrā*, vol. 13, pp. 102–104; Ibn ʿAbd al-Ḥakam, *al-Mukhtaṣar al-kabīr*, p. 322; Ibn Rushd, *al-Bayān*, vol. 11, pp. 371–372, 375; Ibn Abī Zayd al-Qayrawānī, *al-Nawādir*, vol. 10, pp. 109–114). Calling it *al-kafāla bi'l-naḥs*, al-Shāfiʿī (d. 204/820) at times approved of *ḍamān al-wajb* and at times considered it a weak legal instrument. See al-Muzanī, *al-Mukhtaṣar*, vol. 1, pp. 566–567.

ibn Mūsā planned or was expected to leave the locality in which the transaction took place and the buyer agreed to the sale on the condition that an associate of 'Imrān ibn Mūsā guaranteed to bring him to the buyer in case there were issues with the sale.

At the end of the document, three witness clauses record that four persons had witnessed the transaction: al-Ḥasan ibn Naṣr, who drafted the document, Muḥammad ibn al-Namir, and the brothers Muḥammad and Jaras, the sons of Ḥamd ibn al-Rabī'.

P. Utah inv. 244 v^o

22.8 × 24.5 cm

272 AH / 886 CE

Fig. 4

----- ←

(m. 1) [تاما و]افيا و قبض [ب]ان جعفر [ال]ج[ار]ية [و]صارت [اليه] وفي ماله
 وملكه على ان ليس له جنون ولا عشا ولا اباق ولا دعوان فيه ولا كاه[ي]
 ولا [حب]لى [..]... [..] له ولا عيب في فرج وقد [ب]اري [اليه م]ان
 4 س[م]اجة ي[د]يه[ا] ورجل[يه]ا والكي والاثار وان كانت الجارية المسماة [في]ي
 هذا [ا]لكتاب حرة او مسروقة فعلا[ي] محمد بن يوسف ضمان وجه عمران بن موسى
 وذلك [في] ذي الح[ج]ة سنة [اثن]ين [وسبعين وماتين وشهد الحسن بن نصر
 على اقرارهم بجمع ما في هذا [ا]لكتاب (m. 2) شهد محمد بن التمر على اقرارهما [ب]ما في [هذا]
 8 [ال]كتاب (m. 3) شهد محمد وجرس ابنا [ي] حمد بن الربيع ويشهد
 [ان] لا اله الا الله [ال]ملك

ابنا يني corr. to ابني 8. pap. مسروقه 5. pap. عسا 2.

(m. 1) ... in full and completely. ... ibn Ja'far has taken the slave-woman. She has become his and part of his property and possessions on the condition that she is not insane, night-blind, prone to abscond, the object of a legal claim, does not have foul breath, is not pregnant ... and has no vice in the genitals. He (i.e. 'Imrān ibn Mūsā, the seller) was released (from any liability) to him for the ugliness of both her hands and both her feet and (for) traces of cauterisation and scars. When the slave-woman mentioned in this document is (found to be) free or stolen, Muḥammad ibn Yūsuf is to fulfil his guarantee obligation to present 'Imrān ibn Mūsā. That (took place) in (the month) Dhū al-Ḥijja of the year two hundred and seventy-four. Al-Ḥasan

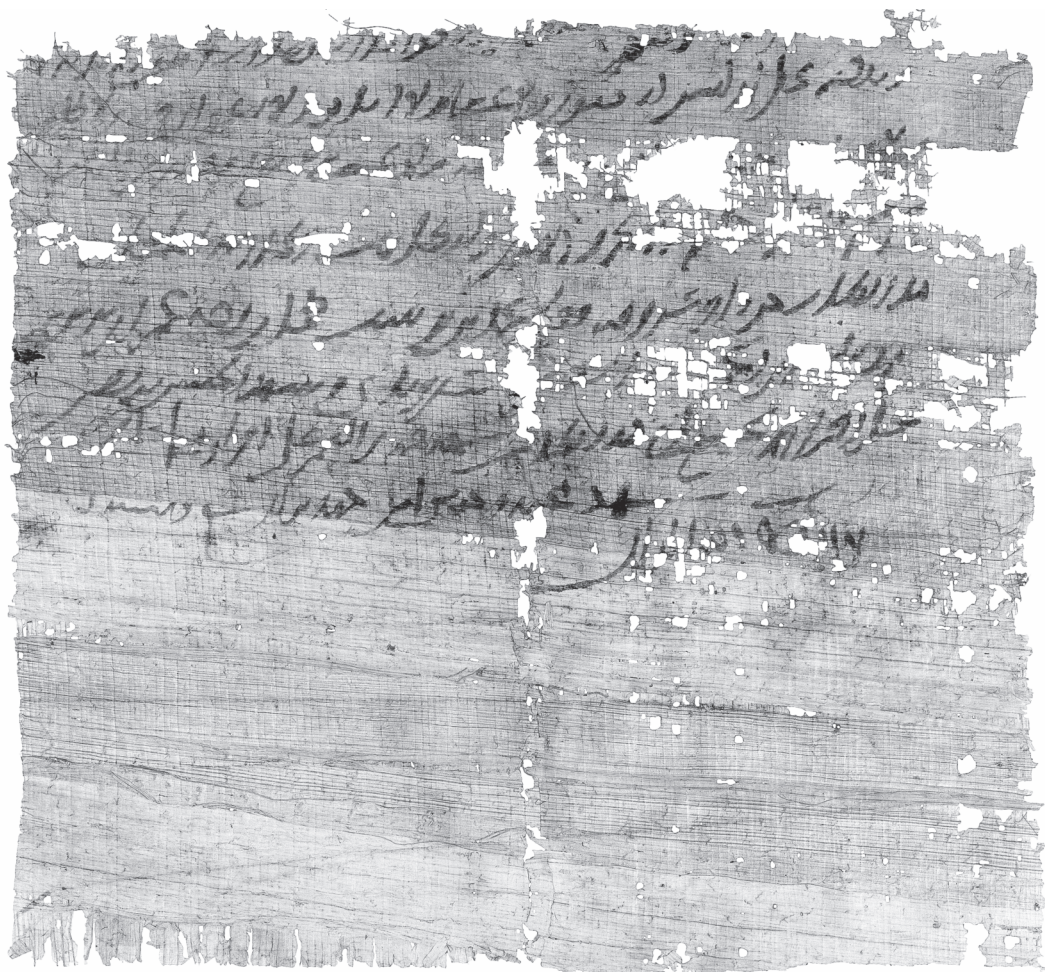


Fig. 4. P. Utah inv. 244 v^o
(Special Collections, J. Willard Marriott Library, The University of Utah)

ibn Naṣr has witnessed their acknowledgements to everything (stated) in this document. (m. 2) Muḥammad ibn al-Namir has witnessed the acknowledgements of both of them regarding what is (stated) in this document. (m. 3) Muḥammad and Jaras, the two sons of Ḥamd ibn al-Rabīʿ have witnessed, and he (i.e. probably Jaras) testifies that there is no god but God, the Sovereign.

1. On the basis of other published slave sale contracts and what remains of the beginning of line 1, a few words at the end of the preceding line (now lost) can be reconstructed: *qabaḍa* ‘Imrān ibn Mūsā al-thaman | *tāmmān wāfiyan*, ‘Imrān ibn Mūsā has taken the price in full and completely’.

3–4. The ink at the end of line 3 is very faded, but diagonal strokes representing a *rāʾ*, a *yāʾ*, and a final *nūn* leave no doubt that the last words of that line were *wa-qad bariʾa ilayhi min*. These or similar words frequently introduce a release clause in other sale contracts and are expected at this point in the document:³¹ the first legible words of line 4 show that lines 3–4 contained a clause stating that the buyer had released (*bariʾa*) Imrān ibn Mūsā from the vices of the woman he bought. At the beginning of line 4, this clause includes the seller’s release from liability for the ‘ugliness’ (*samāja*) of the woman’s hands and feet, or perhaps her fingers and toes. This vice is also attested in *P. Vente* 3 (280/893), l. 12 (*wa-min samā-jat aṣābiʿ yadayhā*), *P. Vente* 8 (367/977), l. 8 (*min samājat yadayhā wa-riḡlayha*), and *P. Vanthieghem Contrats* 3 (325/937), l. 11 (*wa-samājat yadayhā*). The clause ends with acquitting Imrān ibn Mūsā of the liability for traces of cauterisation (*kayy*) and scars (*āthār*). These are vices that are often found together in release clauses (see also Rāḡib 2002–2006, 2: 87–88, §§ 232–234). See *P. Vente* 1 (257/871), l. 7, *P. Vanthieghem Contrats* 1 (272/885), l. 7, and no. 2; see also *P. Vente* 3 (280/893), l. 10, where the text probably reads *waʾl-kayy waʾl-āthār* and not *waʾl-kibar waʾl-āthār*.

5. In lines 5 and 7, the notary omitted the *alif* in *hādḥā* in the phrase *hādḥā al-kitāb*, ‘this document’, probably reflecting the pronunciation *hādhaʾl-kitāb*. For this phenomenon, see Hopkins 1984: 66, § 61.d.

6. A *muʾadḍibin* called ʿAlī ibn al-Ḥasan ibn Naṣr appears in *P. Philad. Arab.* 47 and *P. Cair. Arab.* II 121 = *Chrest. Khoury* I 58, which date from 283/896 and 284/897 respectively. They might refer to the son of our notary. A man named al-Ḥasan ibn Naṣr appears in *P. Hamb. Arab.* II 15, but this is probably another man by that name because the document seems to date from 308/920–921. The name Naṣr can also be read as Baṣar, Naḍr or Naṣar, but Naṣr seems to have been the most popular of these names (Ibn Mākūlā, *al-Ikmāl*, vol. 7: 340–341).

7. The notary and first witness, al-Ḥasan ibn Naṣr, used the plural pronominal suffix *-him* in *iqrārihim* at the beginning of the line and not the expected dual *-himā*. Later on the line, Muḥammad ibn al-Namir did use the dual and wrote *iqrārihimā*, referring to the acknowledgements of the buyer and the seller. The notary’s *-him* could be a slip of the pen under the influence of vernacular Arabic (Hopkins 1984: 94, § 84.i). It may also reflect al-Ḥasan’s wish to record the

³¹ Such a phrase (with *bariʾa* and not *abraʾa*) can also be found in the slave sales *P. Vente* 1 (257/871), 2 (prob. 261/875), 3 (280/893), and 8 (267/977), *P. Vanthieghem Contrats* 3 (325/937), and in nos. 1, 2, 4, 6, and 7.

acknowledgement of all three men involved in the transaction: the buyer, the seller, and the latter's guarantor Muḥammad ibn Yūsuf.

8–9. The document's final witness clause is difficult to read. A *wāw* after the word that follows *shabida* suggests two names. This goes well with letters that seem to read *ibnā* (corrected from *ibnay*), 'the two sons of', and which are followed by a clearly legible name. To the best of my knowledge, however, a reference to two witnesses in one clause is not attested in published papyri from the first four Islamic centuries. It should also be noted that the *mīm* in Muḥammad is written differently in Ḥamd and that instead of Muḥammad the writer may have written a word such as عبد or عند.

The name of Muḥammad's brother, the second witness in line 8, can be read in various ways. In addition to Jaras, medieval authors record the homographs Jurash and Ḥaras and their near-homographs Jaws and Ḥaws (Ibn Mākūlā, *al-Ikmāl*, vol. 2: 74–75, 164–165). Other (but much less likely) alternative readings are Kharbaq, Khirniq, Khurayq and perhaps even Jūti and Juwayn (Ibn Mākūlā, *al-Ikmāl*, vol. 2: 173, 575 and 3: 137–138). The name of the witnesses' father can be read as Jamd, Jamad, or Ḥumad, but Ḥamd is much more common (Ibn Mākūlā, *al-Ikmāl*, vol. 2: 541–542). The latter's patronymic reads al-Rabī' or al-Rubay' (Ibn Mākūlā, *al-Ikmāl*, vol. 4: 18–19).

Although religious formulae are not uncommon at the end of witness clauses (Grohmann 1954: 117–118 and Rāgib 2002–2006, 2: 110–111, § 295), the phrase *wa-yashhadu an* ... is found in only one other document, the third/ninth-century slave sale contract *P. Vente 2* (prob. 261/875), l. 16.

6. Fragment of a deed recording the acquisition of a woman

Small piece of brown papyrus. Only the left cutting line is preserved; the top, bottom, and right side of the papyrus are broken off. The notary wrote this document in what appears to be carbon-based ink in a practised hand. In the three lines that are preserved of this document, the notary once dotted a letter; he wrote a diagonal stroke over the *sin*/*shīm* in *s(h)uhayl* in line 2 and in *al-shirā* and *shubida* or *shabida* in line 4. The verso is blank.

This very fragmentarily preserved slave sale contract records the acquisition of an enslaved woman (*jāriya*) by a man whose name probably reads Suhayl (see l. 2 n.). He bought her from one Muḥammad ibn Mūsā for 30 dinars, which is about twice the average price of an enslaved female in third/ninth-century Egypt (see Bruning 2020: 701). The document is

noteworthy for its use of formulae which appear very infrequently in other published slave sale contracts: a satisfaction clause (starting?) at the end of line 2, which indicates that the buyer had seen the woman he bought (and possibly that he had inspected her physical and/or psychological health) and, hence, that he agreed to the sale (Rāḡib 2002–2006, 2: 64, §§ 163–165); and possibly a clause that records the seller's warranty for the absence of certain vices, partially preserved in line 4.

P. Utah inv. 652 r^o

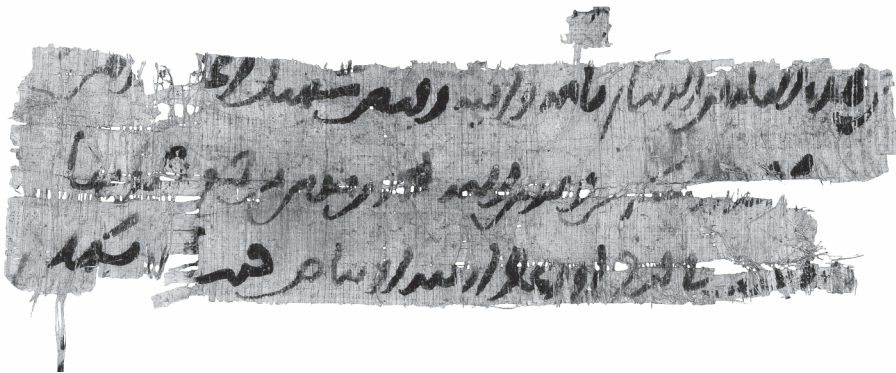
7.2 × 21.7 cm

Probably 3rd/9th cent.

Fig. 5

----- ←
].[
 قبض محمد بن موسى هذه الثلاثين الدينار تامة وافية وقبض سهيل الجارية و[رضي
].[في] هذا الشرى وبري اليه محمد بن موسى من جميع عيوبها
 [او عيب في فرج او دعوان فيه او يياض حيث ك[ا]ن وشهد 4

2. pap. سهيل. 3. pap. وافيه. 4. pap. الشرى. 5. pap. وشهد.

Fig. 5. P. Utah inv. 652 r^o

(Special Collections, J. Willard Marriott Library, The University of Utah)

... Muḥammad ibn Mūsā took these thirty dinars, in full and completely.
 Suhayl took the slave-woman and he was pleased ... in this acquisition.

*Muḥammad ibn Mūsā was released (from any liability) to him for all her vices ... or a vice in the genitals, or (that she is) is the object of a legal claim, or (that she) has any whiteness, wherever that may be. (That has been)*³² *witnessed. ...*

2. The *rasm* of the buyer's name looks like سبهك, with a final letter that has a high vertical stroke and ends on the writing line, resembling the *kāf*. To the best of my knowledge, a name with this *rasm* is not recorded in Arabic literature. The notary probably intended to write the name Suhayl or Shuhayl (see Ibn Mākūlā, *al-Ikmāl*, vol. 4: 402), ending the final letter on the writing line instead of below it. In light of the last letter's high vertical stroke, it seems unlikely that he intended Shahīd, Shuhayd, or Suhayd, which are names that would otherwise fit the *rasm* (Ibn Mākūlā, *al-Ikmāl*, vol. 5: 91, with n. 1), because the final *dāls* and *dhāls* that can be read with certainty are considerably smaller (in *hādhībī* and *al-dīnār* in l. 2, and in *wa-shubida* or *wa-shabida* in l. 4).

The word *wa-raḍīya*, 'and he was pleased', is (probably the beginning of) a satisfaction clause, which can also be found in a slightly different form in *P. Vente 2* (261/875): *raḍīyahā wa-tasāhala*, 'he was pleased with her and acted gently'. Jurists included a similar clause in their formularies (Rāḡīb 2002–2006, 2: 64, §§ 163–164), but a clause like this seems to have been used infrequently in slave sale contracts. It is best known from a number of second/eighth- and third/ninth-century documents recording acquisitions other than slaves. See, for example, the second/eighth-century acquisition of wheat with deferred payment *CPR XXVI* 16, l. 4: *wa-qad qabaḍat al-qamḥ wa-raḍīyat*, 'she took the wheat and was pleased'; the third/ninth-century acquisition of a donkey *P. Vanthieghem Maquignon 2*, ll. 5–7: *wa-sallama al-ḥimār ilā Sa'dūn wa-bari'a <ilayhi> wa-raḍīyahu*, 'he handed the donkey over to Sa'dūn and was released (from liability) to him, and he was pleased with it'; acquisition of 'goods', from 264/878, *P. Vanthieghem Plus Ancien Papier*, l. 4: *wa-qabilahu wa-raḍīyahu wa-qabaḍahu*, 'he accepted it, was pleased with it and took it'; and acquisition of an inheritance, from 272/886, *P. Fahmi Taaqud 5*, l. 17: *wa-raḍīya kullu wāḥid minhumā bi-mā šāra ilayhi*, 'each of them (the seller and the buyer) was pleased with what had become his'.

3. Despite the missing papyrus, the word *hādhā* can be read with certainty. Immediately before this word, the head of a *fā'* or *qāf* is visible above the base line, which suggests the word *fī*. If *wa-raḍīya* at the end of line 2 introduces a satisfaction clause that continued in line 3, the document may have originally read something like *wa-raḍīya | bi'l-jāriya al-madhbūra fī hādhā al-shirā*, 'and he was pleased with the slave-woman mentioned in this acquisition (contract)'; see the satisfaction clause in *P. Fahmi Taaqud 5* cited in the preceding note.

³² Or '(N.N.) witnessed (to ...)'. See l. 4 n.

4. Unlike the correlative *wa-lā*, ‘and not’, in lists of vices introduced by the phrase ‘*alā an laysa labu*, ‘on the condition that he has no ...’, which can be found in most published third/ninth- and early fourth/tenth-century slave sale contracts (see Bruning 2020: 720), the disjunctive *aw*, ‘or’, precedes the vices mentioned in the present document. *P. Vente* 1 (257/871), ll. 5–6, offers a parallel: *wa-ḍamina labu Muḥammad ibn Aḥmad junūn aw ‘ashā aw ibāq aw ‘ayb fī faraj aw du‘wān fībi aw ḥurra aw saraq fībi wa-lā kābī wa-lā ḥublā*, ‘Muḥammad ibn Aḥmad guaranteed to him (the absence of) insanity, night blindness, the inclination to abscond, a vice in the genitals, (that the slave is not) the object of a legal claim, free or stolen, and (that the slave has no) foul breath and (is not) pregnant’. The list of vices in line 4 of our document may well belong to a similar warranty clause. See also lines 8–9 of no. 3. Note that the notary of *P. Vente* 9 (372/983) used a correlative in a warranty clause: *wa-taḍammana ‘Isā ibn Ismā‘īl li-Mīnā ibn Jirjah lā nabb wa-lā sariqa*, ‘Isā ibn Ismā‘īl guaranteed to Mīnā ibn Jirjah that (the slave is) neither (the product of) pillage nor of theft’.

There are two possible interpretations of the last word on line 4, depending on its vocalisation. It may have been the first word of a generic phrase introducing witness clauses: *wa-shubida ‘alā dhālika*, ‘that has been witnessed’. In this case, the words ‘*alā dhālika* will have stood at the beginning of the first line that is broken off at the bottom. Alternatively, if the word reads *wa-shabida*, the name of a witness will have followed on the next line. In that case, the translation should read ‘(N.N.) witnessed (to ...)’.

7. Record of the acquisition of a woman

P. Utah inv. 378 r^o is a light brown papyrus. Its cutting lines are (partially) preserved on all sides. In the upper third, two large parts of the papyrus sheet have broken off; only the second quarter of lines 1–3 survives. The sheet has many regularly distributed holes with near-identical shapes, showing that the papyrus has been folded. A large hole and some smaller ones at the end of lines 8 and 9 cause considerable damage to these lines, making them difficult to read. In the lower left corner, the papyrus has moved slightly to the left, giving the wrong impression that there are three (instead of two) vertical strokes in the word *thalāthmi’a* (l. 9). The scribe wrote the document in black ink, keeping a small margin on the left and a slightly larger one on the right. He did not write diacritical dots. He centred the heavily ligatured witness statement at the bottom of the document. In the middle of line 8, words have been removed on purpose. The verso is blank.

This deed records that one ‘Alī ibn Muḥammad bought an enslaved woman (*jāriya*) from a certain Muḥammad ibn Naṣr. The woman’s slave name and origins have not been preserved, but her description as ‘black’ suggests that she came from sub-Saharan Africa, like many slaves in third/ninth- and fourth/tenth-century Egypt.³³ The price for which she was sold is not completely preserved but its remains suggest it to have been between 12 and 19 dinars, plus 0.5 dinars and 4 dirhams. Despite the obligation to have two witnesses testify to a legal transaction, only one person, a man named ‘Umar ibn Muḥammad, witnessed the sale recorded in this document. This may well have been the scribe: scribes often were the first to testify to a legal transaction, and the witness statement is written in the same hand as the rest of the document.³⁴

P. Utah inv. 378 r^o

16.4 × 18.6 cm

303 AH / 916 CE

Fig. 6

↓ [بسم] الله الرحمن [الرحيم]
 [هذا ما] شترى علي بن محمد [من محمد بن نصر]
 [اشترى منه جارية س] ودا
 4 [...] تعش[ر]ة الدن[ا] نير ونصف واربعة الدراهم
 وقد قبض محمد بن نصر جميع الثمن تاما وافيا وقبض
 علي بن محمد الجارية وصارت اليه وفي ملكه بيع المسلم
 من المسلم لا دا ولا غائلة ولا خبثة وقد بري اليه من قلع
 8 ضرسها و[.....] وذلك يوم [السبت سلخ]
 شهر رمضان سنة ثلث وثلث[ماية]
 vac. شهد عمر بن محمد بجميع ما في هذا الكتاب vac.

In the name of God, the Merciful and Compassionate. ‘Alī ibn Muḥammad has bought the following from Muḥammad ibn Naṣr. He has bought from him a black slave-woman ... (The price is) ...-teen dinars and half a dinar

³³ In published slave sales, Nubian, Garamantian, *ikmāliyya*, and ‘non-Arab’ women are called ‘black’. See *P. Vanthieghem Contrats* 1 (272/885), 2 (late 3rd/9th cent.), and 3 (325/937); *P. Vente* 5 (283/896), 6 (310/923), 10, and 11 (both 383–384/994). No. 1 above calls a Zaghāwī man ‘black’. See also RĀĠIB 2002–2006, 2: 36, § 91, and BRUNING 2020: 687–688. For a critical discussion of the notion of blackness in the medieval Islamicate world, see SCHINE 2024.

³⁴ For scribes being the first to testify, see RĀĠIB 1997: 418 and RĀĠIB 2002–2006, 2: 9, § 24.

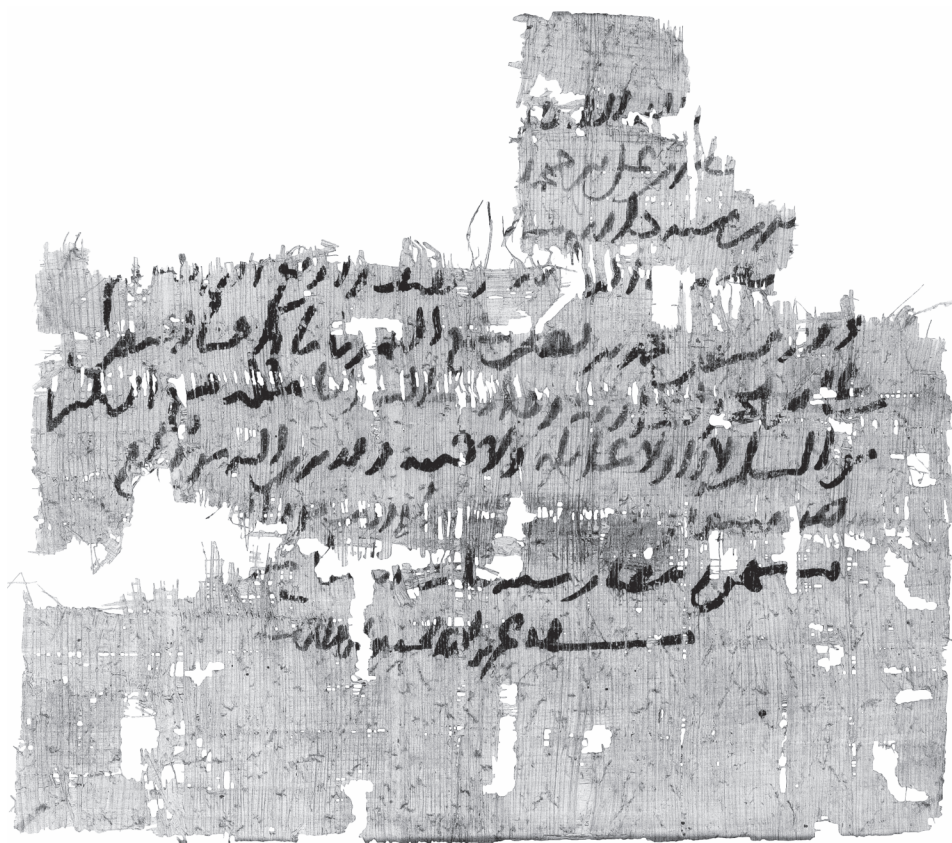


Fig. 6. P. Utah inv. 378 r^o
(Special Collections, J. Willard Marriott Library, The University of Utah)

and four dirhams. Muḥammad ibn Naṣr has taken the entire price, in full and completely. ‘Alī ibn Muḥammad has taken the slave-woman. She has become his and part of his possessions. The sale of a Muslim to a Muslim,³⁵ without illnesses, vices, and defects. He (i.e. Muḥammad ibn Naṣr) was released (from any liability) to him (i.e. ‘Alī ibn Muḥammad) for her pulled molar tooth and [... her] ... That being on Saturday at the end of the month Ramaḍān of the year three hundred and three. ‘Umar ibn Muḥammad witnessed everything (that is mentioned) in this document.

³⁵ This clause does not indicate that the buyer and seller were Muslims; it indicates that the transaction was free of fraud. See RĀĞIB 2002–2006, 2: 68, § 176.

4. The notary wrote an initial denticle before the *ʿayn* of the cardinal number at the beginning of the line. This denticle seems to introduce a ten, for other cardinal numbers with an *ʿayn* can be ruled out: *sabʿa* and *tisʿa* on account of an elongated letter that separates the *ʿayn* from the word's final letters, and *ʿisbrūna* / *ʿisbrīna* because the remains of the word's last letter do not resemble a *nūn*. The only number that fits palaeographically is *ʿashara*. A denticle – to be precise, a *tāʾ* – preceding *ʿashar(a)* in tens is not unattested. In most of these cases, the cardinal number's two parts are written as one compound (Hopkins 1984: 114, § 95.a). For examples of tens consisting of two separate words, of which the second starts with a *tāʾ* (reflecting spoken Arabic), see *P. Vanthieghem Tillier Tribunal* 1 (404/1013), l. 11, and *CPR XXVI* 33 (639/1242), l. 4.

For the presence of the definite article in *al-danānīr* and the use of the plural, see no. 1, l. 4 n. Note that a small piece of papyrus is missing between the second *nūn* and the *yāʾ* in *al-danānīr*, giving the false impression that a small word separates *al-danānīr* from *wa-nisf*.

7. Following Rāḡib, I have translated *lā dāʾ wa-lā ghāʾ ʾila wa-lā khibtha* as 'without illnesses, vices and defects'. Jurists interpreted these words in various ways, however. For an overview, see Rāḡib 2002–2006, 2: 69, §§ 178–181.

7–8. A pulled tooth affected a slave's value; the absence of two or more teeth was considered a redhibitory vice (Rāḡib 2002–2006, 2: 89, § 236). Two other slave sales acquit the seller from the liability for a slave's pulled teeth, *P. Vente* 3 (280/893) and 8 (367/977).

8. The day of the week can only be reconstructed as *yawm al-[sabt]*. For other days of the week, either the *lām* should have looked different and the onset of the letter following it should have been visible (in the case of *yawm al-[khamīs]* or *yawm al-[jumʿa]*; see *al-jāriya* in l. 6), or the upper part of some of the letters should have been visible (in the case of *yawm al-[ithnayn]*, *yawm al-[thulathā]* and *yawm al-[arbiʿā]*). In light of the continuation of the date on line 9 and the remaining space on line 8, a short word must have followed *al-[sabt]*, most likely *salkh*, 'end'. This combination – a Saturday (*yawm al-sabt*) at the end (*salkh*) of the month Ramaḍān in the year 303 AH – agrees with the calendar of a tombstone found in Aswan and dated 'Wednesday twelve days into the month Ramaḍān of the year three-hundred and three' (ʿAbd al-Tawab 1977–1986, 3: 12, no. 311).

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ΕΥΓΡΑΦΙΟΝ
Η ΕΝΩΘΗ
ΠΑΡΑΔΟ



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Abstract: The article presents a new edition and translation of *P. Mert. II 81*, offering textual corrections based on available high-resolution images. The palimpsest document is a letter from Epoeis to Demetrios (whom she calls ‘son’, most likely in an affectionate, non-literal sense) discussing a dispute involving a priest. Epoeis relates she has been engaging in persistent oracular consultations seeking divine guidance for Demetrios, which demonstrates how oracles were used in everyday decision-making in Roman Egypt. The letter provides insights into kinship terminology, social relationships, and ritual practices. The newly restored text clarifies episodes of family negotiation, possibly personal debt, and the handling of sensitive affairs through temple oracles.

Keywords: oracular inquiry, Roman Egypt, private letters, kinship terminology, documentary papyri, palimpsest, family relationships.

Lajos BERKES & Anton KISTOL

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of Jesus' apocryphal letter to Abgar and the other is a tax receipt from Djeme, dated to 717 AD.

Keywords: Dnipro Museum, Coptic ostraca, Egypt, apocrypha, tax receipt.

Jelle BRUNING

<i>Seven Arabic slave sale contracts on papyrus</i>	29
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Keywords: slavery, slave trade, sale contracts, Egypt, Arabic papyri.

Katarzyna DE LELLIS-DANYS, Grzegorz OCHALEA,

✉ Aleksandra PAWLIKOWSKA-GWIAZDA

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Abstract: First editions and re-editions of six Coptic and Copto-Greek ostraca from the collections of the Warsaw National Museum and the University of Warsaw. Five objects come from the Polish-French excavations at Edfu (Egypt) in 1930s, one from the Polish works at Faras (Nubia), and one is most likely of Middle-Egyptian provenance. The pieces from Edfu represent the well-known types of texts on potsherds known from other publications of the material from this site. They include receipts and accounts connected with deliveries of wine and crops. The text from Middle Egypt is an addition to the collection some 170 ostraca of the so-called *etmoulon* type. The ostrakon from Faras is the only literary text in the lot, preserving the beginning of Psalm 1. The edited ostraca are also studied from the perspective of their materiality, presenting the characteristics of vessel forms and fabrics used for their production.

Keywords: Coptic and Copto-Greek ostraca, Edfu, Faras, Middle Egypt, *etmoulon* ostraca, wine, literary ostraca, Psalms, materiality.

Giulio IOVINE

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cent. CE) and may cover a single occurrence, a petition or records of court proceedings, referring an individual pretending to be a priest to escape his liturgies.

Keywords: archive of Ammon, late antique Egypt, Egyptian priesthood, petition, court proceedings.

Adam ŁUKASZEWICZ

An inscription from Hermopolis 145

Abstract: Hermopolis was an important cultic and administrative centre of Graeco-Roman Egypt. During three seasons (1987–1990) a Polish-Egyptian archaeological expedition directed by Marek Barański carried out excavations in the city's Great Basilica. The inscription under discussion is one of the results of these excavations.

Keywords: Hermopolis, archaeological works, Greek inscription, Hermes.

Gabriella MESSERI

Conto di vino (SB XII 10892 verso) 155

Abstract: First edition of a wine account extending over six columns. Columns i–iv (iv is lost) record the sale of vintage wine and columns v–vi payments to the parties involved (intermediaries, administrators, camel drivers, and donkey drivers) made with the profits from the sale of wine. The vineyards are located in the area of Karanis. The account was most likely written in 194 CE using the back of the land administration register SB XII 10892 edited by Anna Świderek in *JJP* 16/17 (1971) and republished by the author *JJP* LIV (2024).

Keywords: wine account, wine production, wine prices, land transport, Karanis (Arsinoites).

Radosław MIŚKIEWICZ

Diocles' Law (Dem. 24.42) and the problem of the validity of laws in Athens in the late fifth century BCE 179

Abstract: The article examines the significance of Diocles' Law (Dem. 24.42) for the growing problem of (in)validity of laws in the Athenian legal order in the late fifth century BCE. Diocles' Law should be understood as part of the broader set of vital principles that constituted an 'evolving law reform' aimed at consolidating laws and strengthening the rule of law and democracy after deep constitutional crises. This study reconstructs the factual and legal background to which specific clauses of Diocles' Law refer (sections 2.1–2.4; ἐν δημοκρατία, κυρίου εἶναι, the archonship of Eucleides, ἀναγεγραμμένοι).

More broadly, it outlines the challenges the Athenians faced at that time, and the measures they took to address them, arising not only from the two oligarchic coups d'état, but also from mounting problems in their legal, constitutional, and judicial order. The article also argues that an analysis of Greek legal language – and its manoeuvrings as seen in Andocides' *On the Mysteries* – confirms that issues of the validity (κυρίους εἶναι) of laws must be distinguished from those concerning their application (χρησθαί). Even though the latter also played a role at the time, especially due to the *caesura* marked by the archonship of Eucleides (403/2), the central argument is that Diocles' Law was enacted to impose order specifically on the validity of laws at a very particular historical moment. This law was relevant retrospectively to 'the scrutiny of the laws', with the vital involvement of ἀναγραφεῖς τῶν νόμων from the beginning of their work in 410, and, more broadly, to future law-making. In addition (section 3), the article eventually identifies the principle of 'legal certainty', which underpinned the introduction of Diocles' Law, and formed a key part of Athenian legal culture at the end of the fifth century BCE.

Keywords: Diocles' Law; validity of law; application of law; classical Athens, law reform, law-making, the scrutiny of the laws, legal certainty, law consolidation.

Anna PLISECKA

The stick and the carrot: Notes on P. Col. VI 123, ll. 6–8 237

Abstract: The article formulates a hypothesis that the penalties referred to in lines 6–8 of *P. Col. VI 123* (Alexandria, 200 CE) are related to two edicts copied in *P. Oxy. XLVII 3364* (Oxyrhynchus, 209 CE), ll. 1–9, in which Septimius Severus and Caracalla ordered the population to return to their homeland. In these edicts, penalties were imposed both on the fugitives and on their protectors, but additionally, as an incentive to follow the imperial order, a period of amnesty was announced. Similar amnesty is mentioned also in the Columbia papyrus.

Keywords: ἀπόκριμα, ἰδία, imperial edict, amnesty, petition.

Jakub URBANIK

The purpose of P. Dionysia (P. Oxy. II 237) and its mysterious beginning 251

Abstract: This article presents a new hypothesis regarding the function the so-called *Petition of Dionysia* (*P. Oxy. II 237* = *P. Dionysia*). The study re-examines the papyrus' structure and its procedural context, focusing on its newly deciphered mysterious beginning (col. i) by Constantinos Balamoshev. The findings suggest that *P. Dionysia* be not the original petition but rather a copy, possibly official, produced during its administrative processing. I conjecture that the document represents a late procedural stage, possibly including the governor's final decision and subsequent requests for execution.

Keywords: Dionysia, juristic papyrology, Roman administration of justice, court/judicial procedure, Roman Egypt, local law, Reichsrecht, Volksrecht.

Joanna WEGNER

Clerical authority in late antique Egypt: A papyrological perspective 283

Abstract: Papyrological sources from late antique Egypt attest to a variety of non-religious contexts in which clergy below the episcopal level – mainly presbyters and deacons – exercised authority in rural settlements. These contexts include formal and informal representation of village communities, mediation in conflict, and policing of the morals. While these phenomena have already drawn the attention of scholars, they were often viewed strictly as an outcrop of the religious authority wielded by the clergy. The present contribution is an attempt to nuance this perspective by taking into consideration the diverse socio-economic factors which contributed to the social standing of the clergy. It uses Pierre Bourdieu's field theory, with its subsequent reiterations, as the main theoretical framework and builds on the concepts of capital accumulation and convertibility between social fields in order to arrive at a multifaceted analysis of the clerics' position as fully integrated members of rural societies.

Keywords: late antiquity, Greek and Coptic papyri, clergy, institutional church, authority, field theory, forms of capital.

Marzena WOJTCZAK & Jakub URBANIK

To sell or to have sold? Hypotheke-praxis and dikaia time in P. Budge 311

Abstract: A tiny archive composed of the famous Coptic arbitration protocol *P. Budge* and three associated Greek documents, a settlement of claims, a sale, and a loosely connected marriage document, bring forward a fascinating controversy of the tormented times between the Persian and the Arab conquests of Egypt. Its settlement testifies to the operative force of law, legal awareness of its users, and dispute-resolution strategies in an environment of intrinsic legal plurality. A new text edition, providing an in-depth study of this material, delving into the dispute resolution method, rhetorics, and proper reconstruction of the events, is presently in the works. Before it is published, we would like to present here an aspect of this matter, closely connected to the very origin of the dispute, viz. our hypothesis on the nature of the security provided by the borrower, the widow Thekla, to her creditors, the consorts Philemon and Thekla. This central matter of the *P. Budge* controversy witnesses the profound legal awareness of its parties. Operating within the legal framework provided by Roman law, and without attempts to transgress it, the law-users of seventh-century Edfu managed to bend and form it to serve best their needs, creating a flexible form of security,

fitting the circumstances of Thekla-the-Widow and the creditors couple. It is amazing to see how, even at the dusk of its domination of Egypt, the Roman legal *forma mentis* was so strongly present in this inherently plural society.

Keywords: Edfu, arbitration, late antique Egypt, securities, *hypothèque-praxis*, *dikaia time*, legal practice, *apotage*, *hypothekimaia asphaleia*.

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