
17-18. The express guarantee of mental and bodily health, capacity for transacting affairs and the absence of any defect or disease would suggest that the fulfilment by the husband of these stipulations is a *sine qua non* of a valid marriage.

The Rabī’ I of the year 259 A.H. began on the 5th of January, 873 A.D. and ended with the 4th February of the same year.

19. It does not seem that anything followed this line. Signatures of witnesses were, therefore, not joined to the formula *شہید علی ﷺ*, perhaps because a separate declaration containing them was drawn up. The same practice is shown by the following documents: no. 49; PERF no. 646 C, D, 846; PER Inv. Ar. Pap. 8816; P. Berol. 3807 (=BAU no. 20), 11935. But it must be noticed that in the documents no. 40a., 43a, 48b, 56ab, 57a, 60ab, 69a-; PERF no. 646 E 1-9; PER Inv. Ar. Pap. 8464; P. Berol. 7907a (=BAU no. 4) this formula effects the transition to the signatures of the witnesses.

39

Inv. no. 128. Šawwāl, 264 H. (6th June to 5th July, 878 A.D.).

White parchment. 50×19-5 cm. The text of the document is written on the flesh side in 36 lines in brown ink,—with the exception of the lines 32-36 which are in black ink,—by seventeen different hands, II.1–13 right side by the vigorous, educated hand, somewhat resembling that of old Majrūh Mss, of the bridegroom's father Muhammad b. Rāśid (A), II. 13 left side to 36 by the hand of various witnesses: B. 113 left side, C.14-15, D. 116, E. 117-18, F. 118-19, G. 120-21, H. 122-23, I. 124-25, J. 125, K. 126-27, L. 128, M. 129, N. 130-31, O. 132-33, P. 1. 34, Q. 1. 35-36. Diacritical points are used sparingly. At the end of lines 13, 21, 29, 32, 34 hand-marks of different witnesses are to be found.

Place of discovery unknown.

The fragment, in some places worm-eaten, forms the lower part of the left half of the document, which has been folded parallel to the lines.

الله، ولا يمنعها من أهلها ولا يمنع أهلها منها وعليه
أن يبني الله فيها
[1]
وقلت: كثيراً، ولكن لاحظت أن كل مرة تغيرت الموضع، والله من وسطه نبي الله محمد صلى الله عليه وعليه وعليه وعليه
[2]
ووان عهدة، تلك عهدة، تلك عهدة، تلك عهدة، تلك عهدة
[3]
[4]
[5]
[6]
[7]
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[38]
[39]
[40]
[41]
[42]
1. [God, not to withhold her from her relatives, nor her relatives from her, and it is his obligation in respect of her to fear God.

2. [and to render relations with her pleasant in kindness, according to the ordinance of God—may He be exalted, whose glorification is a duty and praise of whom is obligatory—and of the rule of Muhammad our Prophet, the Messenger of God—may the blessing of God be upon him—

and her father Sari b. 'Abdallâh concluded the contract of marriage of 'Abbâsa, daughter of Sari, and he married her to

4. [the conditions named in this document, and Muhammad b. Râsid, [the butcher,] was present.

5. [.... and should he be kind and tender and take upon himself the responsibility for it towards his wife 'Abbâsa, daughter of Sari,

6. [for him and as a guarantee binding upon him in respect of his obligation (to pay) and (upon) his property in [and something being concealed

7. [...] (and if) she wishes, she (may) take from him this dowry which is immediately exigible, if she wishes in whole and if she wishes

8. [they go guarantee for one another, he that lives for him who is dead, and he who is rich for him who is poor, he who is present for him who is absent, and each

9. [of them is under the obligation to go surety for his] partner whenever either demands (this) of the other or expresses the wish. (The following witnesses have) testified for

10. [Sari b. 'Abdallâh in respect to his having declared this marriage valuable and to the acknowledgment of Muhammad b. Râsid] b. Muhammad respecting his acceptance of this marriage according to that which is named and discussed in this agreement.

11. [after it had been] read to them word by word. Thus they have acknowledged that they have understood it
and that they comprehend what (is contained) herein, they being in a state of (sound) mind

12. [and body, and capable of transacting their business, voluntarily, without compulsion and not against their will and not under constraint. And in this our act (something) has been added to the first line, viz. 'Abdallāh b.

13. [................................. 'Abdallāh b.] Ištāq, linen-merchant, is witness to the acknowledgment by Muḥammad of all that (is contained) in this document. Vālid.

14. [So and So, son of So and So, is witness to the acknowledgment by So and So, son of 'Abdallāh b. Yāḥyā, the miller, the guardian, and to the acknowledgment by Muḥammad b. Rāṣīd, the butcher, respecting his guarantee

15. [.... and he has written (it) in Ṣawwāl of the year two hundred and sixty four].

16. [b. Muḥammad, namely ten dinārs, and he has written (it) in Ṣawwāl of the year two hundred and sixty four.

17. [So and So, son of So and So, is witness to the acknowledgment by Sāli b. 'Abdallāh b. Yāḥyā, the miller, and to the acknowledgment by Muḥammad b. Rāṣīd, the butcher, respecting all that

18. [is contained in this document and he has written (it) in Ṣawwāl of the year two hundred and sixty four]. Aḥmad b. Mūsā b. Yāḥyā is witness to the acknowledgment

19. [by Muḥammad b. Rāṣīd and the acknowledgment by Sāli b. 'Abdallāh, the miller, respecting all, that (is contained) in this document and he has written (it) in Ṣawwāl of the year 294.

20. [So and So, son of So and So, is witness to the acknowledgment by Sāli b. 'Abdallāh, the butcher (sic), the father and guardian, and to the acknowledgment of Muḥammad b. Rāṣīd, the butcher, [the writer] of this contract of marriage,

21. [respecting all that (is contained) in this document and he has written (it) in Ṣawwāl of the year two hundred and sixty four.

22. [So and So, son of So and So, is witness to the acknowledgment by Sāli b. 'Abdallāh b. Muḥammad b. Yāḥyā, the miller, the father, the guardian, and to the acknowledgment by Muḥammad b. Rāṣīd,

23. [the butcher, respecting all that (is contained) in this document, and he has written (it) in Ṣawwāl of the year two hundred and sixty four.

24. [So and So, son of So and So, is witness to the acknowledgment by both the acknowledgers respecting all that (is contained) in this document and this in Ṣawwāl of the year

25. [two hundred and sixty four. So and So, son of So and So, is witness] to the acknowledgment by Sāli b. 'Abdallāh b. Muḥammad b. Yāḥyā, the miller, the father, the guardian, and to the acknowledgment by Muḥammad b. Rāṣīd, the father of the bridegroom respecting all that (is contained) in

26. [this document and he has written (it) in Ṣawwāl of the year two hundred and sixty four.] Sāli b. Ḥamāma b. Ištāq is witness to the acknowledgment [by Sāli b. 'Abdallāh and to the ack[nowledge]ment by Muḥammad b. Rāṣīd

27. [respecting all that (is contained) in this document and he has written (it) in Ṣawwāl of the year] two hundred and sixty four [four].

28. [So and So, son of So and So, is witness to the acknowledgment by Sāli b. 'Abdallāh and to the acknowledgment by] Muḥammad b. Rāṣīd, the father of the bridegroom, respecting all that (is contained) in this document and he has written (it) in Ṣawwāl of the year two hundred and sixty four [four].

29. [So and So, son of So and So, is witness to the acknowledgment by Sāli b. 'Abdallāh and to the acknowledgment by] Muḥammad b. Rāṣīd, the butcher, respecting all that (is contained) in this document in Ṣawwāl of the year 294. (Handmark).

30. [So and So, son of So and So, is witness to the acknowledgment by Sāli b. 'Abdallāh, the butcher (sic) and to the acknowledgment by Muḥammad b. Rāṣīd, the butcher.

31. [respecting all that (is contained) in this document and he has written his testimony in] Ṣawwāl [of the year] two hundred and sixty four,

32. [.................................] al-Ḥasan b. Mūsā b. Muʿāwiyah is witness to the same and he has written his testimony in his (own) handwriting

33. [in Ṣawwāl of the year two hundred and sixty four].
34. [So and So, son of So and So], is witness to the sa[m]ne and he has written (it) in his (own) handwriting.

35. [So and So, son of So and So], is witness respecting all that (is contained) [in] this marriage (contract).

36. [and he has written his testimony in Sawwâl of the year 264].

1. The same passage occurs in P. Berol. 11990r3.

2. It is only with reservation that I give the supplement to the beginning of this line. We encounter the same formula in P. Berol. 8217r:

3. Cf. the remarks to nº 38s², p. 70.

5. As too much of this line has fallen away I cannot suggest any certain reading at the beginning.

8. The same passage is to be found in PERF nº 764ff.; cf. also J. Schacht, Das külb al-lukār al-kabîr râhibân aus dem al-jami' al-kabîr fi sharî'at al-Abîn (St. Petersburg 1902/1907, Abhandlungen), p. 17ss.

9. The formula at the beginning of this line is to be completed according to P. Cair. B.E. nº 174r²: 'We, [the parties], by order of the messengers.

10. The completion of this line is assured by P. Berol. 15799r:

11. Cf. also PERR Inv. Perg. Ar. 62.4:

11. The missing part of the line may perhaps be supplied thus:

12. It is usual to draw special attention to such corrections and additions which have been made by the scribe, by noting the same on the document immediately before the signatures of witnesses. In the present case the words [God's] name has been inserted in the lost first line. Similar

notes are to be found in nº 60ab, 65ab, 68ab, 70cr, 71fr, 72cr and M. AMARI, I diplomati arabi del R. Archivio Fiorentino (Florence, 1883), nº 44, p. 236; P. POMAI BOUQUES, Aapunten sobre las escrituras nazaríes Toledeñas que se conservan en el Archivo histórico nacional (Madrid, 1897), p. 255.

13. The calling of 'Abdallah b. Ishaq is rather to be interpreted [as] "lining merchant," but the reading [as] "lnee-dealer" is also possible, though less probable. His identification with the person mentioned in P. Cair. B.E. nº 147r, as a witness may seem doubtful. But it would be a very strange accident that the same kind of flourish should occur in both the signatures at the end of the word [as] if we did not presume the same hand. It must be admitted that in P. Cair. B.E. nº 147r the writing is more careless, but as an interval of nearly thirteen years comes between the conclusion of the two documents, this difference could be easily explained. Moreover it is a common experience that the calligraphy of one and the same person is not the same at all times. Handmarks of witnesses or notaries occur frequently in the papryi (cf. nº 48). To the references for this matter given in CPR III, I, 1, p. 20, 87 note 1 and 88 can be added now PERR Inv. Ar. Pap. 1069, 21ff.; P. Berol. 13002 fr. 11r-21r, 15022 fr. 21r-25v; P. Cair. B.E. nº 84fr, 4r, 9r, 136r, 147r fr. 10r-11r, 155r, 271fr and in two leather pieces with deeds of sale found in EdAbb, and preserved in the Arab Museum in Cairo) Inv. nº 9818 (238 A.H.) II, 32, 41, Inv. nº 9817 (246 A.H.) II, 22, 24.

14. I prefer here and in ill. 5, 17, 20 the reading "butcher" but the following are also possible: 1. (Guaranteed) "leather-bottle merchant" 2. (Guaranteed) "cobler" 3. (Guaranteed) "baker." The Ya in wâli takes the points within the band, in the manner I have dealt with in CPR III, I, 1, p. 71 and annotation 9.

15. The Sawwâl 204 A.H. began on the 6th of June and ended with the 5th of July, 878 A.D.

16. It may be suggested that the ten dinars represent the nuptial gift of 'Alîa. The same amount is mentioned as saduq in PSR nº 186.

17. The year is given in Greek numerals as is often the case in papryi of older times: cf. nº 4819r and PERR nº 794fr, 819fr, 822fr, 871fr; PERP Inv. Ar. Pap. 654 b 11, 796a, 8062, 8227a, 8992; PESR 813r; P. Berol. 7906fr (= BAU nº 6).

1. These documents will be published by Ch. KUENTZ who has kindly allowed me to see the reproduction thereof.
20. The bride’s father who in l. 14, 17, 19 is designed by his full name as a miller is obviously by mistake referred to here as a butcher, which calling is proper to the bridegroom’s father mentioned immediately afterwards as the writer of the act. The same mistake occurs in l. 30. The naming of the writer of the document occurs very seldom, cf. no. 48, 56, 46, and in l. 29 of the document from Edfû (Inv. no. 9818) referred to above (p. 81) in the remarks on l. 13. Incidentally the writer of the act was here identical with one of the parties, cf. also in no. 48.

27. The three slanting strokes at the end of the line were put by the scribe apparently to prevent later additions to the text by another hand in the blank space of the line. The writer did the same in no. 48, (one stroke) 56, 46, (two strokes), 62, 68, 71, 11, 19; P. Berol. 139092 20, 40, 41 (one stroke), 31, 32, 36, 37, 38, 39, 57, 58, 61, 62.

30. 3. شهوده [السماكة مدينة كما عند ما خططت لها وهي أمرة لأم
بلغ علي
نفسا]...
4. فلان بن فلان البقال. وأشهد له شهودا
5. يؤكدون إذا في إجابة لها
[وقادية دائر]
6. يعثما بما قاله إلى أصحبها ويدعوه عليها دينين تكاما جاها
7. محجلا وأحرج...
[صداقها على زوجها يحصر بن شهودة
8. خمسة من نوالات أوّلهم شهاب من سنة إحدى وسبعين ومائتين
وعليه تعيرة.

40. (P. IV)
Inv. no. 140+86. Last decade of Šu-ban, 217 A. H. (11th to 20th
February, 855 A.D.).

Yellow-brown, fine papyrus, two fragments. Inv. no. 140: 13.6 x 6.7 cm,
Inv. no. 86: 13 x 6.6 cm. The text of the document is written in black
ink by the clear but inelegant hand of a practised penman at right-angles
or the horizontal-fibres. Diacritical points are wanting but Sin is occasion-
ally distinguished from Sin by an inclined line. Verso blank. The papyrus
has been folded parallel to the lines from bottom to top. The width of the
successive folds is 0.3+1.4+1.3+1.4+1.5+1.8+1.8+1.7+1.7 cm.

Place of discovery probably al-Umâmain.

In a fairly good condition, the middle of the document has been
destroyed.

1. [اسم الله الرحمن الرحيم]
2. هذا ما أصدقه [يكنش بن شهودة الساكن مدينة أثبت دونها أن]

2. Of Qāf before the lacuna only the head is visible, followed by a downstream
belonging obviously to the Ya of ينص، which ought to follow as the name of the bri-
degroom, preserved in l. 6.8.
9. God alone — He has no associate — and [to render relations with her pleasant]. Yohannas b. Šanūda has already delivered the two dinars
10. cash down to his wife Darwā, [daughter of Šanūda, ...] and she has acknowledged their delivery to her and this
11. in the last decade of Ša‘bān of the year [two hundred] and seventy [on]. (The following witnesses have testified to it):
12. Ibrāhīm

3. It is possible that the brido lived also in Aūmūn, but as this is doubtful, it seemed to me to be risky to fill in the lacuna with this place-name. The following formula which can be completed here with certainty, occurs in the same context in several acts of marriage (cf. no 38).
11. The last decade of Ša‘bān 271 A.H. began on the 11th of February and ended with the 20th February, 855 A.D. This fashion of dating, dividing the month into three decades, is quoted by Abū-Suyyūfī, Kūtub as-Samā’īf fī tawżī’ al-Tawżī‘ cd. F. Szykold (Leiden, 1894), p. 9 and is often employed not only in the papryri, but also in later Spanish-Arabic documents (cf. A. González Palencia, Los Matrimonios de Toledo en los siglos x y xii, vol. 1-iv., Madrid 1926–1930, passim). If, by the way, Abū-Suyyūfī will only admit the construction in the ā’ār of the ā’ār and is of opinion, that the ā’ār and the ā’ār are not admissible, it is nevertheless a fact that this rule was not followed in practice. Besides which occurs frequently in the papryri, we find in F. Pons-Borges, Apuntes sobre las escrituras matrimoniales de Toledo, p. 39, 39, C. Curta, I diploma greci e arabi di Sicilia, I, p. 501, and for the last decade the following expressions occur: in the ā’ār in F. Pons-Borges, op. cit., no 18 (p. 50), 46 (p. 106) ; in the ā’ār in no 4511.

(Pl. III)

Inv. no 121. Last decade of Ġumādā II, 279 A.H. (18th to 27th of September, 892 A.D.).
Parchment 24.5 x 19.3 cm. The text of the document is written on recto in black ink by different hands. The main part of the document

9. The supplement suggested here seems to suit the space in the best way; some confirmation to this reading is given by no 41. The letters visible after the lacuna seem to be 43 and belong probably to the patronymic of the bride's father. — 10. The name of the first witness seems to be 44 but only the top of Aīr and the 45 are visible.
(l. 2–16) shows a very regular, neat hand (A) resembling that of Majrābi manuscripts; the diacritical points are but sparsely added. The signatures of the five witnesses are written by different hands (B l. 16–17, C l. 18–19, D l. 19–20, E l. 21–22, F l. 23). Verso blank.

Place of discovery probably al-Uṣmūnain.

In a very bad state of preservation, the ink being faded in several places.

1. [Indeed the Almighty said:]

2. [This is a Chapter of] [holy] invisible letters (which are) hidden in the Registers of the unseen (world).

3. [Judge him as] [your] judge [is] the [Allah] hearing and [his] watching [eyes].

4. [When they shall say:] [O' [my] people! [Be] a nation of those who have [a] witnessing (evidence) in the midst of them (to] judge between men, etc.

5. [Shall they say:] [O' [my] people! Have we hurled to you a [known] Apostle (only) to [be] whatever you (were) doing.

6. [In fact] [there is no] reckoning [in] the Hereafter (except for) [the] favor [and] [the good and bad] deeds [of] the [individuals].

7. [Shall they say:] [O' [my] people! Is [not] a witness] [placed] [as] [between] [you] [as] [the] [four] who have [all the duty of] listening (to) [the] Quran and [thus] [in the midst of them] [to] judge between men, etc.

8. [This is a Chapter of] [holy] invisible letters (which are) hidden in the Registers of the unseen (world).

9. [Judge him as] [your] judge [is] the [Allah] hearing and [his] watching [eyes].

10. [When they shall say:] [O' [my] people! Have we hurled to you a [known] Apostle (only) to [be] whatever you (were) doing.

11. [In fact] [there is no] reckoning [in] the Hereafter (except for) [the] favor [and] [the good and bad] deeds [of] the [individuals].
14 [أرضي بين سري باثة هذا النكاح على ما ذكر فلا] فسر 4


16 [وذلك في] العشر الأوائل من جمادى الآخرة، من سنة تسع وسبعين ومانين وثلاث فلان بن فلان على

17 [قرار أستحنا بين سري وعلى القرار يعوبب بن اتني بن يحيى يجميع ما في هذا الكتاب النكاح] وذلك في جمادى الآخرة سنة 86 []

18 [وق] على القرار هيئة بين اتني بن سري وعلى القرار 100 [].

19 [بجميع ما في هذا الكتاب] وذلك في جمادى الآخرة من سنة تسع وسبعين ومانين وثلاث فلان بن فلان على قرار يعوبب

20 [بإن انتم النساج وعلى قرار انتح بسري على الطراف الأب] وذلك

21 [بحكم: وعلى القرار كليه في جمادى الآخرة من سنة [تسع وسبعين ومانين]

22 [وكتب شهادته في جمادى الآخرة من سنة [تسع وسبعين ومانين]

23 [و] على القرار اتحاب بين سري .

14. Ms. لات، the end of the line is not clear. — 18. It is not clear if the first two letters visible are to be read لد or belong to the patronymic of the witness. Of the last three letters of the line only Alif is clearly to be made out. It is, therefore, not certain if لأن or من is to be read. — 22. The line is mutilated but certain. —
21. The name and patronymic of the witness are illegible; eleven letters are to be made out here. — 22. At the beginning ورسَماتنا في is perhaps to be read. — 23. The patronymic of the witness is preserved, but is illegible.

1. [In the name of God, the Compassionate, the Merciful.]

2. [This is what] Yaʿqūb b. Iṣḥāq b. [Yaḥyā, the weaver, residing in the town of Asmūn,] has stipulated as a nuptial gift to Humaīda, daughter of Iṣḥāq b. [Ṣafī].

3. [After that] he had asked her personally for her hand in marriage, she being at that time an unmarried woman, an [adult] virgin, (and after) that she had transferred her affair to ... []

4. [and had entrusted] him to act for her in respect to her being married by Yaʿqūb b. Iṣḥāq b. Yaḥyā [for the nuptial gift, (part) paid cash down and (part) paid over to her credit [(and) his debit].

5. [He has paid to her cash down] of this, before obtaining his enjoyment of her and going into her, two dinars immediate payment, cash down ...... Humaīda, daughter of Iṣḥāq b. [Ṣafī].

6. [after the] expiration of five successive years, reckoning from the Šumālād II of the year [two] hundred and seventy nine.

7. [And Iṣḥāq b. Ṣafī laid down] conditions by which he would himself, after having concluded the contract of marriage with her [ ]

8. [or a] دِماَّسَة then her affair(s) (shall be) in the hand(s) of his wife Humaīda, daughter of Iṣḥāq, who may dismiss her at his expense in whatever way she will [which is]

9. [legal for] and binding upon him, and every slave-girl whom he may take besides her...the selling of her shall be in the hand(s) of his wife Humaīda, if she will, she may free her.

10. [and if she will, she may jell her, but her encumbrance is legal for and binding upon him, and that he will not withhold her from her relatives, nor her relatives from her].

11. [Iṣḥāq b. Ṣafī by her demand and with her consent, after having called witnesses for him with respect to her having entrusted him. And [he is obliged]

12. [to] fear God alone — He has no associate — and to make his relationship to and life with her pleasing, and to do her no harm, and to do what [God]
13. [and the rule of Muḥammad—may the blessing of God be upon him and may He give him peace—has ordained, according to the ordinance of God as to keeping her in amenity or dismissing her in [kindness]

14. [ ] Iṣḥāq b. Sāri by declaring this marriage valid according to that which is mentioned and explained...[after it has been read]

15. [to them] word by word (and) they have understood what (is contained) therein. So they have acknowledged that they have comprehended it and understood what (is contained) therein, they being acquainted with [their names and their relationship,]

16. [and this in] the last decade of Ǧumādā ʿĪ of the year two hundred and seventy nine. [So and So, son of So and So, is witness to]

17. [the acknowledgment by Iṣḥāq b. Sāri and to the acknowledgment by Yaʿqūb b. Iṣḥāq b. Yahhāya respecting all that (is contained) in this marriage contract, [and this in Ǧumādā ʿĪ of the year 279].

18. [ ] ... to the acknowledgment by Hūnaila, daughter of Iṣḥāq b. Sāri, and to the acknowledgment by Yaʿqūb b. Iṣḥāq b. Yahhāya respecting all that (is contained) in this document, and this in Ǧumādā ʿĪ of the year two hundred and seventy nine. So and So, son of So and So, is witness to the acknowledgment by Yaʿqūb b. Iṣḥāq b. Yahhāya

20. [b. Iṣḥāq, the weaver, and to the acknowledgment by Iṣḥāq b. Sāri, the tentmaker, the (bride's) father, [and this in Ǧumādā ʿĪ of the year two hundred and seventy nine].

21. [ ] .......... b. al-ʿAbbās (is witness) to the acknowledgment by Iṣḥāq b. Sāri ... and to the acknowledgment by Yaʿqūb b. Iṣḥāq b. Yahhāya.

22. [Iṣḥāq and] he has written his testimony in Ǧumādā ʿĪ of the year [two hundred and seventy nine .........................].

23. [ ] ... to the acknowledgment by Iṣḥāq [b. Sāri] .........................]

2. Weavers are occasionally mentioned in the papyri, e.g. in PERF no 837, PER Inv. Ar. Pap. 74844 (JPER II/III [1887], p. 164). For the name Ǧumādā ʿĪ cf. E. Gratzel, Allerah, Frauennamen, p. 83 and C. F. Seybold, Ibn al-ʿĀṣir's Kunja-Wörterbuch (Einzelschaffte zur Z A, Semitisches
1. In the name of God, the Compassionate, the Merciful. 
2. This is what Ḥumāyūn b. Ẓahrah has stipulated as a nuptial gift: he has stipulated as a nuptial gift to .........
3. [Egyptian gold coins twenty dinars. .......... fully]
4. [entirely, and she has given him a quittance for it by means of a receipt (acknowledging that she has received and taken it) over fully, and there remain for her (1) [x dinars outstanding to her credit (and) his debt till the expiration of eight successive years, 
5. reckoning from the date of this act. And it is his obligation to fear God—He is mighty and subdues—in respect to her, and to make relationship to her pleasing in] amenity, according to the ordinance of God—may He be blessed and exalted—
6. In His book, and to the rule of Muhammad, his Messenger,—may the blessing of God be upon him and upon his family in what is incumbent upon him with regard to that, seeing that he is a rank higher, as... 
7. God—may He be exalted—says: but men are one rank above them, and Gold [is mighty] and wise..... has undertaken to give her in marriage and by her order .........
8. and with her consent and her having entrusted him with it and her calling witnesses as to her rights [and to his] obligations, she being at this time a maid, an adult virgin, sound in mind
9. and body, capable of transacting business both with respect to rights and obligations. [Ḥumāyūn b. Ẓahrah has,] therefore [, agreed to this above] mentioned nuptial gift, (part) immediately exigible and (part) held over
10. and in respect to the conditions mentioned herein. And this above-mentioned husband] has accepted [this marriage], and has acknowledged that which he has stipulated as his right and as his obligation
11. .........[being in a state of sound mind and body, and capable of transacting their business, voluntarily, without compulsion] and [not against their] will and not [under constraint]
12. Instead of Ḥumāyūn also Ḥamīl may be read, cf. Ad-Daʿīrīh, Mustakbih, p. 174.
13. We may expect here the same or a similar passage to that which we encounter in no 45a, but the two words between [and] Ẓahrah are no longer recognizable, the former being almost entirely destroyed.]
4. [٤] is used here and in P. Cair. B.E. n° 269, in the sense of "year".

6. The commencement of the formula following the lacuna is not quite certain. Immediately after the mutilation a final Mm seems to be discernable, followed by an isolated Alif. Therefore the passage represents a variant to the formula occurring in n° 45,14 of which a part is also preserved in P. Berol. 15902,14.

7. The words هُمْ وَالْجَالِسَةَ are a literal quotation from the Qur'ān II. 228 to be found also in P. Berol. 15905,15. The name of the seal, as also the two following words, are not to be made out, cf P. Berol. 15905,15.

9. The filling in of the lacuna is assured by P. Berol. 15902,6:

10. For the arrangement of the dots of Sin in the šādāt cf. n° 37,11 (p. 64). The lacuna has been filled in according to P. Berol. 15905,15.

11. The lacuna has been filled in according to P. Berol. 8055,11ff.

(Pl. IV)

Inv. n° 184. Şafar 300 A.H. (11th of July—12th of August, 918 A.D.).

Light-yellow, strong papyrus. 18.5 × 17.7 cm. On recto 4 lines of a document, written by an inelegant, flowing hand in black ink across the vertical fibres, on verso 7 lines containing the end of a marriage-contract, written by three different hands in black ink parallel to the vertical-fibres; diacritical points are wanting. The lines 1–4 are written by the hand of a clumsy scribe (A), ll. 5–7 by two witnesses (B ll. 5–6, C ll. 6–7). The papyrus has been folded from bottom to top, the width of the successive folds being: 1.8−1.3±1.7±1.7±2.1±2.2±2.7±2.7+1.4 cm.

Place of discovery unknown.

The text on recto has been washed out, only the last line is clearly discernable. Of the 3 previous lines only some letters survive. The text on verso is pretty well preserved.

Recto:

| 4 | ٤ |

Verso:

<table>
<thead>
<tr>
<th>١</th>
<th>١</th>
</tr>
</thead>
<tbody>
<tr>
<td>٢</td>
<td>٢</td>
</tr>
<tr>
<td>٣</td>
<td>٣</td>
</tr>
<tr>
<td>٤</td>
<td>٤</td>
</tr>
<tr>
<td>٥</td>
<td>٥</td>
</tr>
<tr>
<td>٦</td>
<td>٦</td>
</tr>
<tr>
<td>٧</td>
<td>٧</td>
</tr>
</tbody>
</table>

4. [٤] and three hundred. (The following witnesses) have testified to it.

Verso:

1. [.............] her nuptial gift .........
2. [.............] the witnesses to this act, that she is the wife of Merqif, son of

1. At the beginning the right half of ٤٤, the left of medial-ح and the upper part of the final-ال، projecting below the line are destroyed. For the following word I cannot offer any certain reading. Remnants of about seven letters are visible after this group.

6. ٥ is written by mistake for ٤٥ in the Ms.
3. [.........] this day, mentioned as a date in this document, in Safar

4. [of the year] three hundred and [six]. (The following witnesses) have testified to it.

5. [So and So ibn Umar b. Muhâfirm is witness] to the acknowledgment by ........ daughter of Bnstâls, [respecting all that is contained in] this document. Hamidâ [Umar b. Muhâfirm is witness to the same,]

6. [and he has written his testimony in] Safar of the year three hundred and six.

7. The name is the Arabic form of Coptic μῆμονους (MPER V [1889], p. 46, 8πξιονοπ, [W. E. Crum, Coptic Manuscripts brought from the Fayyum [London, 1893], no. 154, p. 29]), a very common n. pr. in the papyri which occurs also in the form مکروه (MPER II/III, [1887], p. 171); P. Berlin 3364; P. Strassbg. Arabe 61.

34. The Safar 306 A.H. began on 11th of July and ended with the 12th of August, 918 A.D.

5. The name of the bride is not perfectly legible while the name of her father is undoubtedly to be read [نسل], which according to H. Munk, corresponds to Hannâk (F. Preissner, Namesbuch, col. 273); the reading is assured by the variant form بنكس which occurs dotted in P. Berol. 8005, without dialectical points in P. Berol. 9165, 10333, 14, 15, 16. The [نسل] which is to be found in PER Inv. Ar. Pap. 11054 — also here without dialectical points — is obviously another person.

44

(Pl. VI)

Inv. no 157 + 142 + 143. 15th Gumâdâ I, 419 A.H. (11th June, 1028 A.D.).

Fine, white vellum, coloured yellow on the back. The document consists of three pieces, the largest (Inv. no 157) measures 205 12 3 cm, the two smaller, 13 5 9 cm (Inv. no 142) and 6 5 10 9 cm (Inv. no 143). On the inner (flesh) side a stipulation of a nuptial gift is written in 19 lines

by various hands in reddish-brown ink, diacritical points are almost entirely wanting. The main part of the document is written by the hand of the scribe A (ll. 1–14), ll. 15–19 by different writers (Bll.15, Cl. 16, Dl. 17, Eth. 18–19). On the back there are 17 lines of an agreement concerning the inheritance and obligations of the contractor of the document on recto in respect to his wife Karima. The main part of the document (ll. 1–13) is written in black ink by an elegant hand (F) preferring ligatures. Dialectical points are but sparsely added, but we observe as contrasted with Z. The signatures of witnesses (ll. 14–17) are by different hands in brown ink: hand G ll. 14–15, ll. 16–17 left side, Jl. 17 right side. Above the Basāmâ the three lines (18–20) are written in black ink by a rapid hand (K) at right angles to the main text for want of space below. The parchment has been folded from bottom to top, the width of the successive folds being 1 5 4 8 + 5 + 3 7 cm.

Place of discovery probably al-Uṣmahnain.

The parchment is in a very bad state of preservation, the sides being badly jagged, the centre only being preserved.

Inv. No 142

[بسم الله الرحمن الرحيم]

[هذا ما اصدق] صلح بين موسي الشهيرى كرامة ابن وجا

[العذر] عند ما خطرها إلى شمسة وهي يمضى آمرة أسم [يزير]

[البغ] في نسبة العقل والذين جايرة الأمر لها وعليها وأذنها

[المصداق] الساحل والDSL [أمين]

[جديد] ابن ألقها من دينار واحد مقيوضا عند عقدة [بضعة] منهما وما فيها وإبراهيم من ذلك

[بضاعة قم] [ءاستفنا وعأل أن الدنانير الآخر الذي هو بقية صداقتها

[وخر] لها إلى القضاء ستة واحده]

1. سبب is provided with a diacritical point in the Ms. 2. In the group of letters following ك the third and fourth letters are apparently smudged, but the fourth is at all events ك or ك, the third ك ك. 3. دينار واحد is a slip of the pen for دينار سكاكين.
6. [Astrakā] in the name of God the Compassionate, the Merciful.

2. [This is what] Ṣāliḥ b. Mūsh, the barley dealer, [has stipulated as a nuptial gift] to Karima, daughter of 'Ali b. Rağh, the miller, after that he had asked her personally for her hand in marriage, she being at that time an unmarried [adult]

3. [virgin, in a state of] sound mind and body, (and) capable of transacting her business both with respect to rights and obligations, and he has given in exchange [for her the nuptial gift], (part) paid cash down and (part) held over, two dinār[s full weight]

4. [good pieces]. He has paid to her of it one dinār, taken at the conclusion of her (contract) of marriage, which she has taken over, fully, entire, and she has given him a quittance [for it]

5. [by means of a receipt, (acknowledging that she has) received (it) and taken (it) over fully, and that the other dinār, which is the remainder of her nuptial gift, is outstanding], to her credit and his debit till the expiration of one year,

6. [the beginning of which is in] the middle of Ḍūlādā I of the year four hundred and nineteen. [And it is his obligation to fear God, the gracious, in respect of her, and to render relationship to and life with her] pleasing.

7. [and to do no harm to her, according to the ordinance of God]—He is mighty and sublime—in His book and to the rule of our Prophet Mūḥammad—may the blessing of God be upon him and [may He preserve him] in respect to keeping her in amity or dismissing her [in kindness]

8. [the pure, the ancestors of our Siro, the Commander of the faithful] as-Zāhir bi-l-Zaḥz din Allāh .......... [ ]

9. [ ] .. [ ]

10. [and her having entrusted] with it her paternal uncle [So and So], the miller (?) [ ]

11. [that they both] are acquainted with her [ ]

12. [the nuptial gift, (part) immediately] exchangeable and (part) held over, unnamed in this act ...............]
The document in verse is for the greater part destroyed. The text contains the statement of the witnesses, who testify to the agreement drawn up in Râdjâb 427 A.H. before the court of al-Uṣmânînaw between the wife of the deceased Šâlih b. Miṣkâ and no doubt his family. It is a question of the outstanding dowry (maḥb) to the amount of 1 dirār (cf. here 5), further ½ dirār and worn clothes, ٣٥ ٤٥٤.

45
(Pl. V)

Inv. no 145. Last decade of ʿUmmâdâ II, 461 A.H. (17th to 26th April, 1069 A. D.)

Grey-yellow paper. 23 × 30.8 cm. The document, a stipulation of a nuptial gift, is written in black ink in 23 lines by three hands: hand A (ll. 1-21) shows a very rough penmanship, hand B, writing the right half of line 22, is a fine educated hand with a general tendency to ligatures, hand C (line 22 left half, 23) a similar hand. Verso blank. The paper has been folded in the middle and then parallel to the lines from bottom to top, the width of the successive folds being: 3 6 7 4 1 5 5 4 cm.

Place of discovery probably al-Uṣmânînaw.

In good condition.

The document is based upon the following data. Hasan b. Abîl-Quṣar married Dîyâ, divorced her and then remarried her. According to the law of Islam for the remarrying a nuptial gift is of course indispensable, and this is fixed by the present contract (cf. E. Fagnan, Mariage et répudiation, p. 188f.; D. Santillana, Istituzioni di diritto musulmano Malischa, p. 210).

On the other hand the fact that a sponsor is provided for the wife by the tribunal renders it probable that her parents were dead when the contract was drawn up. It is to be noticed that according to P. Berol. 15663 the virgin bride stands under the tutela of the tribunal of Ajûmîn, and besides the sponsor, nominated by the above mentioned tribunal, the maternal uncle of the bride is also required to be present at the marriage ceremony.
17 السماكة فوزجها من الزوج امها معها فيه بابتها ورضا ولههملك
المذكر عجلة
18 وأجل المذكورين في هذا الكتاب وشاهدي عدل شيدا له عليها بإرضا
وقل
19 الزوج من المولى هذا النكاح ورضى به وأبهزه نفسه بتثبيت جزية
سبيها على جميع
20 شهد على إقرار الزوجين والمولى الشيخ جميع ما فيه بعد أن فرط عليهم
فاؤعوا بنهبهما
21 بسمعة جميع وكتب في العشرين الأخير من حمادي الآخر سنة إحدى وستين
وأرباعية
22 شهد على بن تعبين بن على الغربي على إقرار الزوجين والمولى وكتب
في تاريخه شهد على بن حفص بن علي بن حفص على إقرار الزوجين
23 والمولى بما فيه وكتب في تاريخه

1. [In the name of God, the Compassionate, the Merciful].

2. ثقة [is] what Ḥasan, son of the surnamed Aḥbār-ʾQadr, residing at this time in the town of [al-ʾUṣmān], has stipulated (as a nuptial gift) to

3. Diyya, daughter of ʾAṭṭām, the tentmaker, residing at this time in this town mentioned

4. and by it (the saddāq) he takes her anew in marriage, since she was his wife ....... this ...

5. and he had gone into her and obtained his enjoyment of her and had divorced her a single pronouncement, he has now taken her back by virtue of this

6. nuptial gift. He has stipulated to her four dināris of Mustanṣir, good gold-pieces, (and) he has paid to her

18. [probably vernacular spelling for God].
7. one dinar [thereof], which she has taken over from him for herself as a payment in her hand, full, entire.

8. from which she has released him and from his oath by means of a receipt acknowledging that she has received and taken it over fully; and the three dinars.

9. the remainder of her dowry, are outstanding to his debit till the expiration of five successive nights, reckoning from the date

10. of this act. And it is his obligation to fear God—He is mighty and sublime—in respect to her and to make relationship to her pleasing in amity.

11. according to the ordinance of God—praise to Him—in His book and to the rule of His Prophet Muhammad—may the blessing of God be upon him and upon his family.

12. and may He give him peace—and the same is her obligation towards him, but he is a rank higher. And the Sa`ib

13. Abu'l-Faql al-'Abbas b. Hibat Allah b. 'Affif has undertaken to give her in marriage to him for this (jaddah) by order of the Qadi Abu'l-Qasim

14. 'Abdallah b. Ali b. 'Abd ar-Rahman, the representative of the Qadi Abu'l-Hasan Masarra b. Abdallah, entrusted with

15. the jurisdiction and the conduct of prayer(s) and the office of preacher and the pronouncing of judgments and the deciding of complaints in the town of al-Ummain and its districts—to him that he should

16. enquire into her state. And this representative of the guardian has given her in marriage, and has enquired into her state, and he has affirmed her full title to

17. the status of a married (woman). So he married her to the husband named together with her herein, by her will and her consent, and by virtue of the above mentioned dowry, (part) immediately exigible

18. and (part) held over, both mentioned in this act. And two just witnesses have testified on his behalf with regard to her consent and the acceptance by the husband of

19. this marriage from the guardian; and so he has agreed to it and has bound himself by it on the basis of the discussion which took place between them both with regard to it all.

20. (The following witnesses) have testified to the acknowledgment by the couple and the guardian, the Sa`ib, of all that is contained herein, after its having been read to them. Thus they have acknowledged that they have understood it

21. (and) that they comprehend it entirely, and it has been written in the last decade of Qasim II of the year four hundred and sixty one.

22. Ali b. Nu`aym b. Ali, the Magribi, is witness to the acknowledgment by the couple and the guardian, and he has written (it) on its date. 'Ali b. Ha's b. 'Ali b. Ha's is witness to the acknowledgment by the couple

23. and the guardian of what is herein, and he has written (it) on its date.

2. For the town of al-Ummain, mentioned frequently in the papyri, see A. Gromann, Probleme der arabischen Papyrusforschung, p. 386 ff., and cf. herein n° 64a, 65a, 66a, 69a, 71a, P. Cairo. B. E. n° 79, 146, 169, 172, 174.

3. For حضرة see E. Graetz, Die altarabischen Frauenamen, p. 75. The name of the bride's father may be في ابها or في ابها or في (cf. al-Dahabi, Mustabih, p. 350, 388). The calling the غير the pronoun occurs also in n° 41.

5. Prof. J. Schacht points out that the term ابها here refers to a remarriage (taqaddud nikāh) after the 'iddah, and not, as is usually the case, the revocation of the 'iddah during the 'iddah.

6. Dinars of the Fāṭimid al-Mustansir billah (427-487 A.H.) are frequently mentioned in the papyri, e.g. n° 64a, 66a, 68a, 71a, 71a, P. Berol. 816a, 916a, 1562a, 8217a.

13. There are several possibilities of reading the name عطيف; according to al-Dahabi, Mustabih, p. 367 we have the choice between عطيف and عطيف, but I prefer the former as the more common.

14. The same Qadi is mentioned in P. Berol. 15022, 15023.
15. The town of al-Uṣmūnain was the seat of a tribunal which is mentioned several times in the papyri, e.g., in P. Cairo, B.F., no. 1577, P.P.E., no. 1150, and P.P.E., no. 1149. On the inscription "A.M. 1877" (cf. MPER II/III (1897), p. 86).

18. The formula "may God shield him" occurs also in P. Berol. 156095.

21. The last decade of Ǧumāda II of the year 461 A.H. corresponds to the period between 17th and 26th of April, 1069 A.D. For the manner of dating followed here cf. no. 40, p. 85.

22. The patronymic of the witness is either Ǧadid (AD-DARAB, MUSIABAH, p. 25) or Ǧadid (cf. N. WESSELEY, Stud. Pal., VIII, p. 194). This name occurs occasionally in the papyri (PER Inv. Ar. Pap. 25, 1874, 1875; P.P.E., no. 589, cf. MPER II/III (1897), p. 262 note 3) its Greek transcription is Which is to be read (AL-SUVYRY, Labb al-Latib, p. 249). On the Ǧadid (AD-DARAB, MUSIABAH, p. 428) or Ǧadid (AL-SUMAN, KITAB AL-ANAB, fol. 537) occurs frequently in the papyri, e.g., no. 686; P.P.E., no. 912, 1069; P. Berol. no. 156095. All b, Ǧalb b. 'Ali b. Ǧalb has witnessed also in no. 66.

Inv. no. 116. Third Century A.H. (ninth Century A.D.)

Yellow-brown, fine papyrus, 6.2 x 10.0 cm. The declaration of the two witnesses, appertaining to a contract of marriage, is written in black ink across the horizontal fibres by the clumsy hand of the first witness who signed also for the second. The script points to the third century of the Hijra, diacritical points are wanting. Verso blank. The papyrus has been folded parallel to the lines from bottom to top, the width of the successive folds being 1.9 x 1.7 cm.

Place of discovery unknown.

In good condition, only the last five lines of the right half of the document being preserved.

46

Inv. no. 101. Light brown paper, 11.8 x 13.2 cm. On recto four lines written in black ink by the different hands of the witnesses, on verso a private letter, written by a rough hand in dark-green ink, diacritical points are wanting. The paper has been folded at first parallel to the lines from bottom to top (the width of the successive folds being 2.6 + 3.2 + 3.3 + 2.3 cm), then from the right to the left, the width of the successive folds being 1.5 + 0.8 + 1.9 + 1.9 + 1.5 + 0.8 + 1.3 + 0.6 cm.

Place of discovery unknown.

In good condition.
1. مسلم بن عمامل هو البشمرجة.
2. موسى بن ميمون هو البشمرجة.
3. موسى بن هوس هو البشمرجة.
4. موسى بن سعد هو البشمرجة.

B Marriage Contracts № 48

48
(Pl. VII)

Ta’rib № 1871. Last Safar 233 A.H. (18th October, 847 A.D.).

Reedish leather. 48.5 x 23 cm. The bill is written in black ink by the hands of twenty-four different persons, some of whom show a very rough penmanship. Discrivial points occur sparsely. In I, 33 a slanting dash is put over Sin and Sin. In red the (on the inner side) there are thirty five lines, one line (35) being written on the margin lengthwise. The signa-

11 هذا الصك وشهادته في شهر ربيع الأول من سنة الثمانية وثلاثين ومائتين
(Handmark)

12 شهد داود بن سليمان على اقرار يزيد بن قاسم الجراح بجمع ما في
13 هذا الكتاب في شهر ربيع الأول من سنة ثلاثة وثلاثين ومائتين
14 شهد عبد الله بن سليمان على اقرار يزيد بن قاسم الجراح بجمع ما في هذا
15 الكتاب وشهادته في استراح صغر سنة ثلاثة وثلاثين
16 شهد ابوعبد الوهاب على اقرار يزيد الجراح بجمع ما في هذا
الكتاب

17 في شهر ربيع الأول من سنة ثلاثة وثلاثين ومائتين

18 شهد عبد الكريم بن موسى على اقرار يزيد الجراح بجمع ما في هذا
الكتاب

19 وعبد الله بن موسى وكتب شهادته بخطه سنة

20 وعبد الصمد بن عبد الرحمن بن حسن بن نصف 白 and  كتاب شهادته بخطه

21 شهد رقية بن اسماعيل على يزيد بن قاسم الجراح بجمع ما في
22 هذا الكتاب وشهادته في شهر ربيع الأول سنة ثلاثة وثلاثين ومائتين
23 شهد حبيب بن صوان المرادى على يزيد بن قاسم الجراح بجمع ما في هذا
24 الكتاب وشهادته في شهر ربيع الأول من سنة ثلاثة وثلاثين ومائتين.
25 شهد مأمون بن جري الابن على يزيد بن قاسم الجراح بجمع
ما في هذا الكتاب وشهادته في صغر سنة ثلاثة

26 وثلاثين ومائتين

27 شهد عبد الرحمن بن عباس بن عبد الرحمن بن سلام القرشي على اقرار
يزيد بجمع ما في هذا الكتاب

28 وعبد الله بن زكى وكتب شهادته على اقرار يزيد يجمع ما في هذا
الكتاب

29 شهد عبد الله بن الحجاج على اقرار يزيد الدبغب بجمع ما في هذا الكتاب

30 في ذي المجم سنة خمس وأربعين ومائتين وخمسين وخمس وخمس بن موسى وكتب
شهادته بخطه

31 وعبد الصمد بن موسى وكتب شهادته بخطه

32 وعبد عبد الله بن عبد الرحمن بن عبد الله بن نصف 白 and  كتابه بخطه

33 الكتاب والشراكه على اقرار يزيد بن قاسم الجراح في شوال سنة خمس
34 وارد نين وثلاثين

35 وحسن بن على الحركاني وكتب شهادته على اقرار يزيد بن قاسم الجراح
جمع ما في هذا الصك ورسى بن موسى وكتب شهادته بخطه

36 الكتاب

37 فيه صندوق بونه

38 وعلى بن موسى وكتب شهادته على اقرار يزيد بن قاسم الدبغب
39 جمع ما في هذا الصك ومحمد بن عبد الرحمن وكتب

30 شهادته بخطه ومحمد بن أحمد وكتب

15. There is a blank space after تين in the original, the scribe has evidently omitted a word, either by inadvertence or intentionally. — 25. The name of the witness is hardly discernible, but perhaps معن would be consistent with the very faint traces visible. The reading جري الابن is not quite certain, perhaps جري الابن would also be possible; cf. for this event في المجم، p. 129.

38. At the end of the line a hand mark is placed over the لا. of the الكتاب, but the form cannot very well be described (cf. p. 31).
10. And Mūsā b. Hārūn b. Ablārān, who has written his testimony to the obligation of Yazīd, the leather-bottle merchant, with regard to all that (is contained) in

11. this bill, and his testimony has been given in the month of Rabī‘ I of the year two hundred and thirty two. (Handmark).

12. Dāwūd b. Sulaimān is witness to the acknowledgment by Yazīd b. Qāsim, the leather-bottle merchant, respecting all that (is contained) in

13. this act in the month of Rabī‘ I of the year two hundred and thirty three.

14. Laq̄mān b. Sulaimān is witness to the acknowledgment by Yazīd b. Qāsim, the leather-bottle merchant, respecting all that (is contained) in this

15. act, and his testimony has been given on the last of Safar of the year (two hundred) and thirty three.

16. Al-Yasa’ b. ‘Abd al-Wahhab is witness to the acknowledgment by Yazīd, the leather-bottle merchant, respecting all that (is contained) in this act,

17. in the month of Rabī‘ I of the year two hundred and thirty three, 233.

18. ‘Abd al-Karim b. Mūsā is witness to the acknowledgment by Yazīd, the leather-bottle merchant, respecting all that (is contained) in this act.

19. And ‘Abdallāh b. Mūsā, and he has written his testimony in his (own) handwriting (in the) year 233.

20. And ‘Abd aš-Šamad b. ‘Abd aš-Šamad b. Iṣmā‘il, and he has written his testimony in his (own) handwriting. (Pentagram).

21. Rūfā‘a b. Iṣāq is witness to the obligation of Yazīd b. Qāsim, the leather-bottle merchant, respecting all that (is contained) in

22. this act, and his testimony has been given in the month of Rabī‘ I of the year two hundred and thirty three.

23. Yaḥyā b. Saffān, the Murādite, is witness to the obligation of Yazīd b. Qāsim, the leather-bottle merchant, respecting all that (is contained) in this
24. bill, and his testimony has been given in the month of Rabi’I of the year two hundred and thirty three.

25. Muḥammad b. Ḫurayy, the needle-maker, is witness to the obligation of Yazid b. Qasim, the leather-bottle merchant, respecting all that (is contained) in this bill, and his testimony has been given on Şafar of the year.

26. two hundred and thirty three.

27. 'Abd ar-Rahmān b. 'Abbās b. 'Abd ar-Rahmān b. Salām, the Qurašite, is witness to the acknowledgment by Yazid respecting all that (is contained) in this act.

28. And 'Abdallāh b. Zakariya, and he has written his testimony to the acknowledgment by Yazid respecting all that (is contained) in this act. (Handmark).

29. 'Abdallāh b. al-Hāquqī is witness to the acknowledgment by Yazid, the tanner, respecting all that (is contained) in this act. (Handmark).

30. in Du‘l-Hīqqah of the year two hundred and forty five. And 'Āhid b. Mūsā, and he has written his testimony in his (own) handwriting.

31. And 'Abd as-Samad b. Hārūn, and he has written his testimony in his (own) handwriting.

32. And Ḥumayd b. Ubaid—and he has written his testimony with his (own) hand—concerning all that (is contained) in this act.

33. And 'Umar b. Muḥammad b. Ṭiyār is witness, and he has written his testimony to the acknowledgment by Yazid b. Qasim, the leather-bottle merchant, in Šawwal of the year two

34. hundred and <forty> five.

35. And Ḥusayn b. 'Ali, originating from Ḫurāsān, and he has written his testimony to the acknowledgment by Yazid b. Qasim, the leather-bottle merchant, respecting all that (is contained) in this bill. And 'Isa b. Mūsā, and he has written his testimony in his (own) handwriting.

Verso:

36. And 'Ali b. Mu‘ammal, and he has written his testimony to the acknowledgment by Yazid b. Qasim, the tanner,

37. respecting all that (is contained) in this bill. And Muḥammad b. Mu‘ammal, and he has written

38. his testimony in his (own) handwriting. And Muḥammad b. 'Āhid, and he has written

39. his testimony in his (own) handwriting. And Ḥātim b. al-Masayyab, and he has written

40. his testimony in his (own) handwriting. And 'Abdallāh b. Muḥammad

41. b. 'Ali, and he has written his testimony in his (own) handwriting.

42. And Masrūr b. Maimūn, and he has written his testimony in his (own) handwriting.

43. And 'Ali b. Husayn b. 'Ali, originating from Ḫurāsān, and he has written his testimony in his (own) handwriting. (Hexagram).

44. Document

45. containing the nuptial gift of Yūnā.

2. The pointing of the name لونه which corresponds perhaps to a shortened form of متنه is rendered certain by PER Inv. Ar. Pap. 102 where a متنه is fully pointed. The name occurs here partially dotted in 1.5 (Iṣʿāb). The same person is named in the deed of sale no 56, 7, 32, 1002, where the patronymic is written متنه representing 'Iṣʿāb. The rendering could also be a vulgar form of متنه, but is more probably a variant form (with متن) of the former. Also a shortened form of متنه (H. R. Hall, Coptic and Greek texts of the Christian Period, London, 1903, p. 96) comes under consideration.

3. The calling could be read as متنه or متنه, but as Yazid b. Qasim is designated here (1.29, 36) and in no 56 (as a tanner (Iṣʿāb)) I prefer to read متنه ‘leather-bottle merchant,’ which calling can be considered as in some sort related to that of a tanner. In fact متنه could come under consideration, seeing that the old Arabic lexicographers apply the term to all who sew leather, and later particularly to the cobbler. In Southern Arabia the متن does not only make all kinds of leather tubes, belts and travelling-bags but also footwear (cf. O. Comte de Landenberg, Études sur les dialectes de L’Arabe méridional, I., Leyden, 1901, p. 247 fl.) and it is easy to under-