

# CULTURE AND HISTORY OF THE ANCIENT NEAR EAST

EDITED BY

B. HALPERN, M. H. E. WEIPPERT  
TH. P. J. VAN DEN HOUT, I. WINTER

VOLUME 14



# SEMITIC Papyrology in Context

*A Climate of Creativity.  
Papers from a New York University conference  
marking the retirement of Baruch A. Levine*

EDITED BY

LAWRENCE H. SCHIFFMAN



BRILL  
LEIDEN · BOSTON  
2003

the history of Petra and its hinterland in the sixth century. While the city no longer was an all-important hub in long-distance trade, she was not destroyed by an earthquake in 551. She was populated and active and had many churches, including the church and the residence of the bishop. Petra's titulature shows a city that was proud of her history within the Roman and Byzantine Empire, just as her elite was proud of offices and honorary titles. But the names of people and places profess also pride of the Nabataean/Arabic past and presence. The power lay in the hand of the landowning elite which still could make a living for themselves. Greek had become the legal and administrative language, but people probably spoke Arabic in the street. In many regards this city is much like others in the Byzantine East. The administrative language shows many local idiosyncrasies, but overall it was very much the same as in Egypt.<sup>63</sup> Behind this phenomenon, there is clearly the administrative and cultural influence of the central power in Constantinople. Byzantine delegation of power is not necessarily a sign of weakness and oncoming doom.

## AN EARLY ARABIC LEGAL PAPYRUS

Geoffrey Khan

The writing material papyrus, which played a crucial role in the development of ancient Egyptian civilization and retained its importance in Egypt throughout the Greek and Roman periods, was taken over by the Arabs when they conquered Egypt in the seventh century CE. It continued as the main writing material of this region until the tenth century CE, when it was supplanted by paper. Parchment, which had already been introduced into the Near East in the first millennium BCE, was also used by the Arabs in Egypt for the writing of certain texts side by side with papyrus and, later, side by side with paper.

Paper was first manufactured in the Islamic world in Samarqand, having been introduced there from China in the second century A.H./eighth century CE, and came into general use in the Eastern Islamic lands, such as Iran and Iraq, earlier than in the Western lands.

The vast majority of Arabic papyri that are extant today have been discovered in Egypt, which was the centre of its manufacture. We also have some Arabic papyri that were written elsewhere in the Near East, such as Syria, Palestine, and Iraq, most of which were discovered in archaeological excavations in these regions.

There are thousands of Arabic papyri in scores of collections throughout the world. The majority of these are in the possession of academic libraries, though a considerable number are in the hands of private collectors. Only a very small proportion of these have been published. The vast majority of extant Arabic papyri are documents of some sort; these include legal deeds, administrative documents, accounts, and private letters. A small proportion of them are fragments of Arabic literary texts.

The majority of extant Arabic papyri from Egypt are datable to the third Islamic century (ninth century CE), i.e., the last century in which papyrus was widely used. Papyri from the first two Islamic centuries are much rarer. The early papyri differ from those of the third Islamic century not only in their number, but also in their

and Space in Sixth Century Petra," *Atti del XXII Congresso*, 501-5; and Caldwell, *Between State and Steppe*, 111-49.

<sup>63</sup> Koenen, "Preliminary Observations," 727-42.

script and other codicological practices. Of particular interest are the early Islamic legal papyri, which differ in structure from those of later centuries. Many aspects of the content of the Arabic legal documents on papyrus have their roots in pre-Islamic antiquity. The early Arabic papyri from the first two Islamic centuries are important for elucidating these pre-Islamic origins.

In this paper I shall present a hitherto unpublished Arabic legal papyrus document from the second Islamic century and examine its background. The papyrus is a deed of lease of a house datable to 180 A.H. (796 CE). It is preserved in the Michaelides collection of papyri, which is in the possession of Cambridge University Library.<sup>1</sup>

Michaelides P. B 59. Brown papyrus. 15.5 cm × 26 cm. The text is written perpendicular to the papyrus fibres.

### Text

1. بسم الله الرحمن الرحيم
2. هذا ما اكرى [ بن اسمعيل اكرى عبد الملك بن عمير ] المعافري البيت
3. الذى فى دار عبيد بن الطاهر اللخمى لا وهو البيت الذى (بحسرى المسجد الذى
4. فى داخل الدار بما له مغلقة عليه باب البيت وله تقریط دابتين
5. اكره ذلك بنقد دينرين ودينرين احمرين الى ثلاثة اشهر
6. واول سنته مستهل صفر سنة ثمانين ومائة شهد على ذلك
7. جابر بن عبد الحميد بن ابي الجوزية القرشى وكتب كتاب شهادته بامرهم وعمران بن
8. عيسى بن ابي رتبيل الغافقى وكتب شهادته بيده

### Textual notes

3. In the word **البيت** the papyrus fibres are disturbed between the *bā'* and the *yā'*, which gives the impression that they are not linked. Also, there is an unusual flourish above the *yā'*.
7. There is *scriptio defectiva* of long *ā* in the word **شهادته**.

<sup>1</sup> I am grateful to the syndics of Cambridge University Library for granting me permission to publish this document. The Arabic papyri in the Michaelides collection have now been fully catalogued (see G. Khan, *A Catalogue of the Arabic Papyri in the Michaelides Collection* [Cambridge University Library, 2000]).



Cambridge University Library, Michaelides P. B 59.

8. The reading of the name as **رتبيل** (Rutbīl) is not completely certain. It could also be read as **زبيل** (Zanbīl); cf. al-Dahabī, *al-Muṣṭabih fi 'asma' al-rjāl* (ed. P. De Jong; Leiden: Brill, 1881) 216.

### Translation

1. In the name of God the merciful and compassionate
2. This is what [ son of ] Isma'īl leased. He leased to 'Abd al-Malik ibn 'Umar al-Ma'āfir<sup>2</sup> the house
3. that is in the compound of 'Ubayd ibn al-Ṭāhir al-Lakmī,<sup>3</sup> this being the house that is north of the mosque that is

<sup>2</sup> The *nisba* refers to the tribe of al-Ma'āfir, which belonged to the Qaḥṭān group and was of South Arabian origin. A large proportion of al-Ma'āfir settled in Egypt. A district was named after the tribe in Fustāṭ; cf. al-Maqrīzī, *Kitāb al-mawā'iz wa-l-ṭibār bi-dīkr al-kītat wal-āṭār* (Bulāq: Dār al-Ṭibā'ah al-Miṣriyah, 1853) 1.297-98.

<sup>3</sup> The tribe of Lakm also belonged to the Qaḥṭān group and entered Egypt in

4. within the compound, including what is enclosed by the door of the house and also a place to tether pack-animals.
5. He leased this to him for a sum of two *dīnārs* in cash, two red *dīnārs*, for three months.
6. The start of its year is the beginning of *Ṣafar*, in the year one hundred and eighty (= 14 April 796 CE). This was witnessed by
7. *Jābir ibn 'Abd al-Ḥamīd ibn 'Abī al-Jawziyya al-Quraṣī*, his document of testimony being written by his command, and *'Imrān ibn 'Isā ibn 'Abī Rutbīl al-Ġāfiqī*,<sup>4</sup> who wrote his testimony with his hand.

A number of scholars have pointed out that many of the formulae that are found in medieval Muslim legal documents from Egypt have close parallels in the legal formularies of the pre-Islamic Near East.<sup>5</sup> The formulae that scholars have compared with those of pre-Islamic documents mainly come from documents of the fourth and fifth Islamic centuries (tenth and eleventh centuries CE), i.e., the Fāṭimid period in Egypt, or, at the earliest, from the third Islamic century (ninth century CE). The provenience of the majority of these documents is Egypt. The formulae in question have close parallels in Greek documents of Byzantine Egypt. They have parallels also in the formulary of Coptic documents from the seventh and eighth centuries CE, which is directly based upon the Greek Byzantine formulary.<sup>6</sup> For this reason, scholars have assumed that parallels with the Greek and Coptic formulae that are found in Arabic documents

great numbers with the conquering Arab armies. A district was named after them in Fustāt (cf. al-Maqrīzī, *Kūṭāb al-mawā'iz*).

<sup>4</sup> Many members of the tribe of al-Ġāfiq entered early Islamic Egypt. A district was named after them in Fustāt (cf. al-Maqrīzī, *Kūṭāb al-mawā'iz*).

<sup>5</sup> The most thorough treatment of this question to date is G. Frantz-Murphy, "A Comparison of the Arabic and Earlier Egyptian Contract Formularies," parts I-V, *JNES* 40 (1981) 203-25; 44 (1985) 99-114; 47 (1988) 105-12; 269-80; 48 (1989) 97-107, where references to earlier studies may be found. A. Grohmann noted some parallels between the Arabic and the pre-Islamic formularies in his edition of legal papyri, e.g., *APEL* 1.143-44, 172. See also Grohmann, *From the World of Arabic Papyri* (Cairo: Al-Maaref Press, 1952) 189.

<sup>6</sup> L. Boulard, "La vente dans les actes Coptes," *Études d'histoire juridique offertes à Paul Frédéric Girard* (Paris: Librairie P. Geuthner, 1913) 2.89-94; A. Steinwenter, *Studien zu den koptischen Rechtsurkunden aus Oberägypten* (Leipzig: H. Haessel Nachfolger, 1920; [reprint: Amsterdam: Hakkert, 1967]) 2, 61; W. Till, "Die koptische Stipulationsklausel," *Or* 19 (1950) 81.

from Egypt resulted from a direct continuation of the local legal formularies by the Arabic scribes.<sup>7</sup>

The problem with this assumption, however, is that many of the formulae in question do not occur in early Arabic legal documents dating from the first and second centuries A.H. This is clearly shown by a comparison of the formulary of the deed of lease from the second Islamic century that is published here with that of equivalent documents from the Fāṭimid period.

The document has the following structure:

1. Opening formula identifying the lessor. The act of leasing is expressed by verbs from the root  $\sqrt{kr}$ . The formula is: *hādā mā 'akrā fulān ibn fulān* "this is what so-and-so son of so-and-so leased."
2. Identification of the lessee and of the property that is leased together with its location: *'akrā fulān ibn fulān al-bayt allaḏī fī . . .* "He leased to so-and-so son of so-and-so that house that is in . . ." There is no systematic description of the boundaries of the property on the four cardinal points.
3. The amount of the rent and the period: *'akrāhu ḏālika bi-kadā wa-kadā 'ilā talāṭat 'aṣṣhur* "He leased that for such-and-such a sum for three months."
4. List of witnesses.<sup>8</sup>

Leases of immobile property from the Fāṭimid period have a much more elaborate formulary. They consist of the following components:

1. Opening formula. This identifies the transaction with a verb from the root  $\sqrt{jr}$  and identifies the parties: *hādā mā ista'jara X min Y* "this is what X leased from Y."
2. Identification of the property.
  - (i) Restricting formula. This describes the location of the property and its internal structure. The boundaries of the property on the four cardinal points are described in the order South-North-East-West.

<sup>7</sup> See the references in n. 1; also M. Gronke, "La rédaction des actes privés dans le monde musulman médiéval: Théorie et pratique," *Studia Islamica* 59 (1984) 160 n. 1; M. Krause, "Coptic legal sources," *The Coptic Encyclopedia* (ed. A.S. Atiya; New York/Toronto: Macmillan, 1991) 5.1438 ("The Greek and Coptic formularies . . . lived on in the Arabic documents drawn up for former Christians converted to Islam").

<sup>8</sup> Another Arabic deed of lease from 180 A.H. is extant, which has the same structure (*CPA* 64).

- (ii) Accessory formula. This lists all the rights and appurtenances of the property that are included in the lease. It is a regular feature of documents of sale at this period but is optional in leases, e.g., *bi-hudūd dālika kullihī wa-huqūqihī wa-marāfiqihī wa-murtafaqātihī* "with all its boundaries, rights, amenities and facilities" (ALAD no. 24).
3. Declaration that the property is free from encumbrances, e.g., *wa-hiya mufarraġa lā šāġil lahā* "it being free, without encumbrance" (ALAD no. 25).
  4. Specification of the period of the lease.
  5. Amount of rent and terms of payment.
  6. Validity formula. This is expressed in an adverbial phrase qualifying the verb *ista'jara*, e.g., *'ijālatan šahīhatan jā'iza* "valid, permissible lease" (ALAD no. 22), *'ijālatan šahīhatan mādiyatan* "a valid, operative lease" (ALAD nos 24, 25).
  7. Constituent acts of the transaction. These are the delivery of the property by the lessor and the receipt by the lessee, e.g., *wa-sallamat hādihī al-'ājira 'ilā hādā al-musta'jir jamī' mā waqa'at 'alayhi hādihī al-'ijāra wa-tasallama dālika minhā* "This lessor delivered to this lessee all that this lease entailed and he received it from her" (ALAD no. 24).
  8. Specification of the rights of the lessee. In those documents that include this component, it is stated that the lessee has usufruct (*intifā'*) of the property. The specific rights are then itemised, e.g., *wa-wajaba lahu al-'intifā' bihā kayfa mā 'aḥabba min suknāhā 'aw 'ijāratihā* "his right to use it, however he wishes, came into force, whether inhabiting it or leasing it" (ALAD no. 22).
  9. Separation of the parties.
  10. Warranty. This is a regular feature of documents of sale written at this period but is optional in documents of lease. Those documents that contain a warranty express it in a variety of ways. Sometimes the formula is similar to the one used in Fāṭimid documents of sale, e.g., *fa-mā 'adraka hādā al-musta'jir . . . fīmā [waqa'at 'alay]hi hādihī al-'ijāra min darak min 'aḥad [min al-nās kulihim fa-'alā dīwā]n al-jawāmi' wa-l-m[asājid taslīm mā yajib] lahu min dālika* "Consequently, should any claim be made against this lessee regarding what was entailed by this lease by any person—it is the duty of the office of Friday and neighbourhood mosques to hand over whatever is incumbent upon it" (ALAD no. 23).
  11. Confirmation that the transaction was witnessed. This is expressed

- in some documents by a statement that the parties "called witnesses to testify to their actions," e.g., *'ašhadā 'alā 'anfusiḥimā* (ALAD no. 22). In other documents the formula that is usual in documents of sale is used. It is indicated that the acknowledgement by the parties of all that was contained in the document was witnessed after it had been read to them, e.g., *šuhida 'alā 'iqrār fulān ibn fulān al-'ājir wa-l-musta'jir bi-mā fihi ba'da qirā'itihī 'alayhimā* (ALAD no. 25).
12. Confirmation of the legal capacity of the parties. This is an adverbial phrase qualifying the act of acknowledgement, e.g., *fī šihḥa minhumā wa-jawāz 'amr* (ALAD no. 22).
  13. Date.
  14. Witness clauses. The witness clauses are autograph testimonies of the accredited witnesses (*udūl*). They consist of a declaration that the witness has testified to the acknowledgement by the lessor and the lessee of the contents of the document: *šahida fulān ibn fulān 'alā 'iqrār al-'ājir wa-l-musta'jir bi-mā fihi*.

Documents of sale from the Fāṭimid period exhibit similar structural components.<sup>9</sup> A more specific chronology for the introduction of some of the components into the Arabic documents of Egypt can be established in some cases. Leases from Egypt begin to use verbs from the root  $\sqrt{'}j'r$  to refer to the act of lease from the second half of the third/ninth century.<sup>10</sup> Validity formulae, for example, do not appear in documents from Egypt before the fifth/eleventh century.<sup>11</sup> Clauses indicating the rights of disposition of the purchaser are found no earlier than the fourth/tenth century.<sup>12</sup>

Autograph witness clauses are absent from documents datable to the first two centuries A.H. In some early documents a clay seal is attached bearing the stamp or fingernail print of the witnesses. This is found, for example, in a corpus of Arabic legal documents that were written in Afghanistan in the middle of the second century

<sup>9</sup> For further details see G. Khan, *Arabic Legal and Administrative Documents in the Cambridge Genizah Collections* (Cambridge/New York: Press Syndicate of the University of Cambridge, 1993) 7–140, and G. Khan, "The Pre-Islamic Background of Muslim Legal Formularies," *ARAM* 6 (1994) 199–200.

<sup>10</sup> The earliest document of lease to use this root that is known to me is SAPKC 13 (280 A.H.).

<sup>11</sup> See ALAD 32, 38.

<sup>12</sup> E.g., APEL 57 (341 A.H.), APEL 59 (341 A.H.).

A.H.<sup>13</sup> Early extant documents from Egypt, however, generally close simply with a list of the names of the people who acted as witnesses to the legal act recorded in the document.<sup>14</sup>

The deed of lease that is published here is the earliest Arabic document known to me that mentions autograph signatures. At the end of this document it is stated that the second of the two witnesses wrote a testimony with his own hand (*wa-kataba šahdahu bi-yadihi*), though no autograph signature appears at the bottom of the document. With regard to the first witness, it is stated that "his document of testimony was written by his command" (*kutiba kitāb šahādatihi bi'amrihi*). Legal documents containing autograph witness clauses written at the bottom of the text are attested in Egypt from the beginning of the third Islamic century onwards.<sup>15</sup>

It would appear that in the first one-and-a-half centuries of Islam, witnesses only gave oral testimony. This was sometimes confirmed by seals. It was only from the end of the second Islamic century onwards that autograph witness clauses were written. At first these were not attached to the legal deed itself, but written in separate documents of testimony. This is the situation that is referred to in our document here. The autograph signatures were written at the bottom of the text of Arabic legal documents only from the third century onwards.

Many of the elements of the Greek formularies that are missing in the Arabic formularies from the first two Islamic centuries begin to appear in Arabic documents from the third Islamic century onwards. Most of the features of the later Arabic documents that do not appear in the earlier ones can be found in Greek documents from pre-Islamic Egypt and sometimes also in Coptic documents from the first two Islamic centuries. We mention here the features that are rele-

<sup>13</sup> See G. Khan, *Arabic Documents from Early Islamic Khurasān* (to appear).

<sup>14</sup> See G. Khan, "An Arabic Legal Document from the Umayyad Period," *JRAS* (Third Series) 4 (1994) 363-66.

<sup>15</sup> E.g., APEL 89 (209 A.H.), APK 187 (210 A.H.), APEL 126 (225 A.H.), APEL 98 (236 A.H.), APEL 56 (239 A.H.), APEL 114 (241 A.H.), APEL 127 (247 A.H.), APEL 93 (251 A.H.), Michaelides P. B 601 (262 A.H.), APEL 39 (264 A.H.), Michaelides P. B 287 (264 A.H.), APEL 128 (270 A.H.), APEL 124 (271 A.H.), APEL 129 (272 A.H.), Michaelides P. B 1410 (272 A.H.), APEL 52 (274 A.H.), APEL 41 (279 A.H.), Michaelides P. B 134 (280 A.H.), Michaelides P. B 152 (283 A.H.), APEL 100 (284 A.H.), APEL 121 (284 A.H.), APEL 142 (298 A.H.), APEL 143 (298 A.H.).

vant to our study of the development of the formulary of Arabic documents of lease.

Formulae confirming that the legal act was performed willingly, without coercion, fraud, or error and was thereby valid are found in Greek documents.<sup>16</sup> It is a regular feature of late Byzantine and Coptic documents recording private legal acts.<sup>17</sup> Clauses explicitly declaring the validity of the document also occur.<sup>18</sup> Byzantine Greek documents of lease and sale contain accessory formulae,<sup>19</sup> specifications of the rights and/or duties of the lessee or buyer,<sup>20</sup> and a warranty clearing the property of encumbrances from third parties.<sup>21</sup> In pre-Islamic Demotic, Greek, and Coptic documents, the boundaries of property on the four cardinal points are described in the order South-North-East-West.<sup>22</sup> Finally, witnesses wrote their autograph testimonies in Byzantine and Coptic documents.

The early Arabic tradition of legal formularies, which is represented in our deed of lease, is clearly independent of the Byzantine Greek and Coptic tradition. When the Arabs settled in Egypt at the beginning of the Islamic period, they did not simply Arabicize the tradition of legal formularies that was current in Egypt at that time. It would appear that they brought with them an Arabic legal formulary tradition of their own, which is likely to have been in use in the pre-Islamic period.

This is shown clearly in a bilingual document from Nessana in the Negev Desert written in the first century A.H. (67 A.H./687

<sup>16</sup> F. Pringsheim, *The Greek Law of Sale* (Weimar: Hermann Bohlaus Nachfolger, 1950) 37. R. Taubenschlag, *The Law of Greco-Roman Egypt in the Light of the Papyri 332 BC - 640 AD* (New York: Herald Square Press, 1944-48) 312-15.

<sup>17</sup> Boulard, "La vente dans les actes Coptes," 29; A.A. Schiller, "Coptic law," *Juridical Review* (September 1931) 221-22; Frantz-Murphy, *JNES* 48, 101.

<sup>18</sup> E.g., P. Mich. 666 (lease of land, sixth century CE): ἡ μίσθωσις κυρία ἔσται καὶ βεβαία "the lease shall be valid and operative."

<sup>19</sup> E.g., P. Mich. 666 (lease of land, sixth century CE).

<sup>20</sup> E.g., P. Mich. 662 (sale of part of a house, seventh century) and examples from Greek documents cited by M.J. Bry, *Essai sur la vente dans les papyrus Gréco-Égyptiens* (Paris: L. Larose & L. Tenin, 1909) 234, and G. Frantz-Murphy, "A Comparison of Arabic and Earlier Egyptian Contract Formularies, part V: Formulaic Evidence," *JNES* 48 (1989) 99. For Coptic documents, see Boulard, "La vente dans les actes Coptes," 50-53.

<sup>21</sup> Bry, *Essai sur la vente dans les papyrus Gréco-Égyptiens*, 276. For Byzantine Greek documents see Boulard, 54 and Frantz-Murphy, *JNES* 44, 112-13. For Coptic documents see Boulard, 53-59.

<sup>22</sup> Cf. Grohmann, APEL 1.143-44.

ce).<sup>23</sup> The document in question (P.Ness. 56) is a release from a labour contract and has both a Greek and an Arabic version. If the Arabic legal formularies of the first Islamic century were directly dependent on the Greek, one would expect the Arabic to parallel the Greek text in a bilingual. In the Nessana document, however, the Arabic formulary is independent of the Greek and, in some elements, corresponds to the formulary found in other Arabic documents from the early Islamic period. The document, for example, closes with a list of names of witnesses without autograph signatures (*šahida fulān ibn fulān . . .*).

It is also important to note that Arabic terms and legal phraseology have been found in Nabatean documents from the Judaeen Desert datable to the first two centuries CE. Some of these were identified by J.C. Greenfield<sup>24</sup> and many more have been found by B. Levine.<sup>25</sup>

I have argued elsewhere<sup>26</sup> that the development of the more elaborate Arabic formularies that begin to appear in documents written in Egypt from the third Islamic century onwards is not likely to be due to be a "revival" of the pre-Islamic formularies that were current in Egypt in the Byzantine period. A more satisfactory explanation is that the more sophisticated formularies were introduced by Islamic jurists, whose centre of activity was Iraq. These jurists were clearly influenced by pre-Islamic traditions, but they did not necessarily adopt elements directly from a Greek formulary tradition.

Some features of the Arabic formularies that were developed by the Muslim jurists suggest that the *Vorlage* of some of the legal traditions that influenced them were written in Aramaic. One such linguistic feature that is relevant to the development of the formulary of deeds of lease is the change in the verb used to refer to the act of lease. In the early Arabic leases from Egypt, such as the one pub-

<sup>23</sup> C.J. Kraemer, *Excavations at Nessana*, vol. 3: *Non-literary Papyri* (Princeton: Princeton University Press, 1958) 156–60.

<sup>24</sup> J.C. Greenfield, "Some Arabic Loanwords in the Aramaic and Nabatean Texts from Nahal Hever," *Jerusalem Studies in Arabic and Islam* 15 (1992) 11–12, 17.

<sup>25</sup> Y. Yadin, J.C. Greenfield, A. Yardeni, and B. Levine, *The Documents from the Bar Kokhba Period in the Cave of Letters: Hebrew, Aramaic and Nabatean-Aramaic Papyri* (JDS 3; Jerusalem: Israel Exploration Society, The Hebrew University of Jerusalem, The Shrine of the Book, 2002).

<sup>26</sup> G. Khan, "The Pre-Islamic Background of Muslim Legal Formularies," *ARAM* 6 (1994) 193–224.

lished here, the act of lease is expressed by verbal forms from the root  $\sqrt{kry}$ . From the second half of the third Islamic century, however, leases from Egypt begin to use verbs from the root  $\sqrt{jr}$ . This verbal root is recommended by the jurists in their models for documents of lease.<sup>27</sup> This use of the root  $\sqrt{jr}$  may have been influenced by the fact that the Aramaic traditions of legal formularies that were current in Iraq in the first millennium CE used verbs from the cognate Aramaic root  $\sqrt{gr}$  to denote leasing. This is found both in Syriac documents<sup>28</sup> and also in the Jewish Aramaic tradition.<sup>29</sup>

We see, therefore, that Arabic legal documents that have been preserved from medieval Egypt have roots in pre-Islamic traditions. The transmission of traditions from the pre-Islamic period to the medieval Arabic texts, however, often followed a complex route.

<sup>27</sup> Cf. al-Taḥāwī, *Kitāb al-sūriyyat al-ṣāḡīr* (Baghdad: al-Jumhūriyyah al-ʿIrāqīyyah, Riʾāsat Dīwān al-ʿAwqāf, 1974) 417.

<sup>28</sup> Cf. the document of lease from 242 CE published by J. Teixidor, "Deux documents syriaques du III<sup>e</sup> siècle après J.-C., provenant du Moyen Euphrate," *CRAI* 1990, 146–66. See also S. Brock, "Some New Syriac Documents from the Third Century AD," *ARAM* 3 (1991) 259–67.

<sup>29</sup> These are also found in the medieval formularies of Saadya and Hai. See S. Assaf, *Rav Sa'adya Ga'on—Qoḇeš torani madda'i* (Jerusalem: Mossad ha-Rav Kook, 1943–44) 65–97; M. Ben-Sasson, "Fragments from Saadya's Sefer Ha-edut" (Hebrew), *Shenaton Ha-mishpat Ha-ivri: Annual of the Institute for Research in Jewish Law, the Hebrew University of Jerusalem* 11–12 (1984–86) 135–278. S. Assaf, *The Book of Sheṭarot (Formularies) of R. Hai Gaon* (Supplement to *Tarbiz* I, 3; Jerusalem: Azriel Press, 1930).