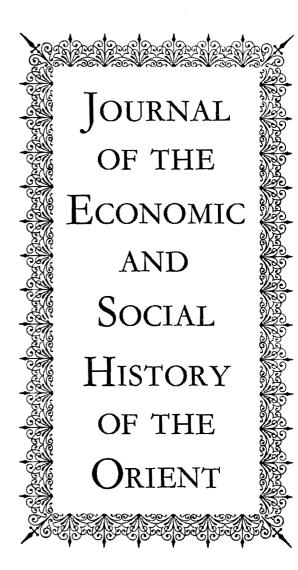
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A STUDY OF SIX FOURTEENTH CENTURY IQRARS FROM AL-QUDS RELATING TO MUSLIM WOMEN*

BY

HUDA LUTFI

Until recently, the study of Islamic history has been almost exclusively dependent on literary works; therefore any new archival or archaeological finds are to be considered of great significance, as authentic specimens of the material culture under study. With such materials the student of Islamic history is not looking through the spectacles of a particular historian who belonged to a certain background but is rather looking directly into the records of the social realities in which people of various backgrounds lived. While literary sources—legal manuals and manuals for secretaries, for example—discuss how the sharī'a should regulate the daily lives of Muslims or how decrees should be issued in the name of a sultan, documents show us how the sharī'a actually operated in everyday life and how decrees were actually written and in which spheres they functioned. In effect, the student who studies historical documents is able to feel the very texture of the everyday life of the people who figure in the documents.

On the other hand, Islamic documents, scattered though they may be for the pre-Ottoman period 1), should serve as instruments

^{*)} I would like to express my thanks to Professor D. P. Little for the many useful suggestions he made in this paper.

¹⁾ While more documents have come down to us from the Mamlūk period, mainly from Egypt and some from Syria, very few documents are known to survive from earlier historical periods; see H. R. Roemer, "Documents et archives de l'Egypte Islamique, Institut Dominicain d'études Orientales du Caire, vol. 5, 1958, 237-252; see also H. Rabie, The Financial System of Egypt, A.H. 564-741/A.D. 1169-1341, London, 1972, 1-25; see also S. M. Stern, Fāṭimid Decrees, London, 1964, 1-4; and D. Crecelius, "The Organization of Waqf Documents in Cairo", IJMES, 2 (1971), 266-277. For a general discussion of the extant collections of Arabic documents, see L. S. Northrup and A. A. Abul-Hajj, "A Collection of Medieval Arabic Documents in the Islamic

of scrutiny and evaluation of the abundant Islamic literary sources at hand ²). Recently Professor Udovitch, in combining the study of Islamic legal texts and the Cairo Geniza documents, was able to illustrate the reliability of these texts "as primary sources for the reconstruction of the quality of social and economic life during the early Islamic middle ages" ³). Also Professor Stern, in his studies of Mamlūk documents, has demonstrated how al-Qalqashandī's manual for secretaries faithfully portrays both the scribal practices and the political realities of his time ⁴). The study of more documents will also enable us to establish some of the features of Islamic diplomatic, and this may help us to evaluate the accuracy of the numerous transcribed documents found in chronicles. Indeed, if more historical studies follow this line, our knowledge of Islamic historiography will be greatly enhanced.

But deciphering, interpreting and placing the documents in their proper historical perspective presents increasing difficulties to the student working with them. In this connection, the abundance of literary sources may be an aid to a better understanding of the documents themselves. Conversely, to make sense of the content of the documents, one may have to resort to the arduous and lengthy process

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Museum at the Ḥaram al-Sharīf", Arabica, 25 (1979), 282-283. On the other hand, the Ottoman period is well represented by archival material which can provide systematic data for any historical study of the Ottoman empire, see B. Lewis, "The Ottoman Archives as a Source of the History of the Arab Lands", JRAS (1951), 139-155, and by the same author, "Studies in the Ottoman Archives", BSOAS, 16 (1954), 469-501.

²⁾ For a general survey of the science of Islamic diplomatic, see the article "Diplomatic" in the new *Encyclopeadia of Islam*, 301-316. See also C. Cahen, "Notes de diplomatique arabo-musulmane", JA, 251 (1963), 311-325. On "private" Arabic diplomatic, see R. Veselý, "Die Hauptprobleme der Diplomatik Arabischer Privaturkunden aus dem Spätmittelalterlichen Ägypten", *Archiv Orientálni*, 40 (1972), 312-343. Veselý provides a short discussion on the condition of Persian and Turkish diplomatic as well, see *ibid.*, 314-315.

³⁾ A. Udovitch, Partnership and Profit in Medieval Islam, Princeton, 1970, 259. Also Professor Wakin, in her study of al-Ṭahāwi's chapters on sales, has attempted to show how the legal language used in the Egyptian papyri resembled that used in al-Ṭahāwi's work, see al-Ṭahāwi, The Function of Documents in Islamic Law: The Chapters on Sales from Ṭahāwi's Kitāb al-Shurūţ al-Kabīr, ed. with introduction and notes by J. A. Wakin, Albany, 1972 (see notes to the Arabic, text, passim).

⁴⁾ S. Stern, "Petitions from the Mamlük Period", BSOAS, 29 (1966), 271.

of examining all individual documents in one's particular collection or in related collections to look for parallels so as to reach a more precise understanding of the technical phraseology and the idiom used. Professor Goitein has discussed how laborious it was to overcome the initial difficulties in deciphering and understanding the Cairo Geniza documents, a process prior to which no student can present any coherent reconstruction of the subject under study ⁶). Professors Grohmann and Ibrāhīm, who worked extensively with documentary sources, were also aware of these difficulties and presented valuable advice to those attempting to work with papyri and with Mamlūk documents ⁶).

The Haram collection of medieval Arabic documents 7), although it possesses its own peculiar features, shares with other Arabic collections many of the difficulties the student has to face. The Haram documents contain a large number of legal papers, thus throwing more light on the actual application of the sharī a as well as on the social and economic life in the city of al-Quds during the second half of the 8th century A.H./14th century A.D. The significance of these documents lies in the fact that they offer a welcome departure from most Mamlūk documents which find their provenance in Egypt, the seat of the Mamlūk empire. Although the collection was found in the Islamic museum at al-Haram al-Sharīf in al-Quds, its original provenance is not known and it may

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⁵⁾ S. D. Goitein, "The Documents of the Cairo Geniza as a Source for Islamic Social History", in Studies in Islamic History and Institutions, Leiden, 1966, 284-285. See, by the same author, the reconstructed history of a medieval Mediterranean society based on a study of the Geniza documents, A Mediterranean Society: The Economic Foundation, vol. I, Berkeley, 1967, and A Mediterranean Society: The Community, vol. II, Berkeley, 1971, also A Mediterranean Society: The Family, vol. III, Berkeley, 1978.

⁶⁾ See A. Grohmann, From the World of Arabic Papyri, Cairo, 1952, 101-106. Professor Grohmann edited and published the Arabic papyri in the Egyptian library, see Arabic Papyri in the Egyptian Library, 5 vols., Cairo, 1934-1952. See also A. Ibrāhīm's article "I'dād al-mushtaghilīn bi'l-wathā'iq", Majallat al-Maktaba al-'arabiyya, I, 4 (1964), 27-35.

⁷⁾ For more information on the *Ḥaram* collection, see Northrup and Abul-Hajj, "A Collection", passim. I have worked with photographs of the original documents deposited at the Institute of Islamic Studies, McGill University, Montreal.

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-Hajj, ments have been a section of one of the judiciary archives kept in this vicinity. I do not attempt to analyse the general features of the *Ḥaram* collection in this paper 8), but an attempt will be made to study a few of these documents and to draw some tentative conclusions about the legal and social history of a medieval Islamic society. The Haram collection includes both private and public documents; the former were issued on behalf of private individuals and the judiciary, while the latter were issued on behalf of the state. To limit the scope of my study, I have chosen to deal with a particular type of private legal documents, namely the igrār (an acknowledgement deed) 9). Because of its importance and its wide range of use, the section on igrars in figh or shurūt works usually comes at the beginning. I have also fixed another variable by confining myself to iqrārs which were issued on behalf of women. The choice is intentional, because the Haram documents present to us a rich material for the study of the place of medieval women in an Islamic community, an opportunity rarely found in the traditional literary sources, with the exception of biographical dictionaries. In order to convey to the reader the peculiar features of the source used, I have transcribed in full the Arabic texts of the igrār documents and have tried to retain the orthographical, grammatical and formalistic features of the text. The English translation of the texts follows a close rendering of the Arabic, and may therefore sound clumsy at some points. In translating the Arabic text, I have chosen to keep some terms in Arabic because of the difficulty in finding equivalent English terms that may carry similar connotations. So far there has been little effort made to systematize the translations of the texts of Islamic documents and therefore we have to be satisfied with the unsystematic translations of individual scholars 10). The initial problems faced in trying to decipher the handwriting of the documents are: one's lack of familiarity with the

9) For more information on the iqrār as a legal instrument, see L. De Bellefonds, "Iķrār", in the new Encyclopaedia of Islam, 1078-81.

⁸⁾ This is being done by Professor D. P. Little to whose seminar on Arabic diplomatic this paper was presented.

¹⁰⁾ U. Heyd has touched on the problem of translating Turkish documents in his work entitled Ottoman Documents on Palestine, 1552-1615, Oxford, 1960, 36-38.

peculiarities of scribal handwriting; absence of diacritical marks, sparing use of dots, and the general cursiveness of the script that may at times border on some kind of Arabic shorthand. To these, one must add the lack of familiarity with the idiom used in legal documents and with names of things that are not easily found in dictionaries. However, it is important to point out that the literary style of legal documents, compared to that of chancery documents or to that of Islamic literary works, is less elegant and less verbose, aiming more at precision and completeness ¹¹).

Fortunately, these difficulties can be surmounted. One becomes familiar with words repeatedly written in the same manner, and because legal phraseology used in documents is often standardized, the reader, through a gradual, cumulative process, is able to decipher more and more of the text. Useful aids for deciphering legal documents are legal manuals, which are collections of model documents, as well as published documents of similar nature ¹²). At times a whole sentence or phrase, difficult to decipher in a document, is found verbatim in model documents transcribed in the manuals. These formularies, known as *shurūt* works, are of great value for explanation of legal terminology and judicial procedures that puzzle the student. The study of such manuals

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¹¹⁾ On works dealing with the nature of legal language used in Islamic documents, see Kl. Hegyi, "The Terminology of the Ottoman-Turkish Judicial Documents on the Basis of the Sources from Hungary", Acta Or., 18 (1965), Cf. Veselý, "Die Hauptprobleme", 331, see also W. Hoenerbach, "Some Notes on the legal Language of the Christian and Islamic Deeds", JAOS, 81 (1961), 34-38. On Mamlūk chancery practice, see W. Björkmann, Beiträge zur Geschichte der Staatskanzlei im Islamischen Ägypten, Hamburg, 1928 (based on a systematic study of al-Qalqashandi's Ṣubḥ al-A'shā). See also Ibn Faḍl Allāh al-'Umarī's al-Ta'rīf bi'l-musṭalaḥ al-sharīf, Cairo, 1312, which may familiarize the reader with the literary style of chancery documents.

¹²⁾ On some of the published Arabic legal documents, see Grohmann, Arabic Papyri, and A. Ibrāhīm, "Wathiqat bay': dirāsa wa nashr wa taḥqiq", Majallat Kulliyat al-Ādāb, Jāmi'at al-Qāhira, 19 (1957), 135-214; see by the same author, "Min al-wathā'iq al-'arabiyya fī al-'uṣūr al-wuṣṭā: wathiqat istibdāl", Majallat Kulliyat al-Ādāb, Jāmi'at al-Qāhira, 25 (1963), 1-58. See also A. Darrāj, Ḥujjat waqf al-Āshraf Barsbāy, Cairo, 1963. On Spanish-Islamic legal documents, see W. Hoenerbach, Spanisch-islamischen Urkunden aus der Zeit der Naṣriden und Moriscos, Berkeley, 1965. On Arabic legal documents from the Ottoman period, see R. Ebied and M. Young eds., Some Arabic Legal Documents of the Ottoman Period, Leiden, 1976.

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in conjunction with documents already published and the collection of documents being examined, serves to enhance one's knowledge of the idiom of the documents and thus facilitates one's understanding of them.

Like other Arabic medieval documents, many Haram documents do not mention the name of their scribes or notaries. From the format and the standard technical language used, it can be easily surmised that they must have been persons well versed in the shari a. But who were these scribes? Why were these documents written? How important were they to the functioning of the shari'a? Studies in the field of the shari'a have generally received inadequate attention from scholars. In particular the study of how the sharī'a was promulgated and administered remains a neglected area. In this connection, the legal manuals and formularies rather than the speculative figh (jurisprudence) works should serve to enrich our knowledge of this significant aspect of any Islamic society, namely the application of the sharī'a in everyday life. For the sharī'a to be applied to a people, the latter are supposed to be familiar with its regulations by which they are governed. In a society where literacy was not a common skill, there had to be a group of literate people who familiarize others with the rules of the shart'a; these need not be highly sophisticated scholars. Some of the early shurūt works addressed themselves to the problem of promulgating the shari'a in society. Al-Ţahāwī states in his work that "whatever is closer to the comprehension of the commoners (al-'amma) in the works of shurūţ is preferable to us, because the book may be acquired by a commoner who may not understand the (technical) language. Thus we wrote in a manner that is closer to the understanding of the commoners in general, because the elite (al-khāṣṣa) will understand what the commoners understand though the contrary is not the case" 18). As things developed the people came to depend on the services of a special group to advise them on the legal aspects of their everyday transactions. This became more true as

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¹³⁾ Wakin, The Function of Documents, 37 (Arabic text). For a general discussion of early Hanafī shurūt literature, see ibid., 10-29.

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sharī'a regulations became more complicated. Eventually shurūṭ works came to be primarily aimed for the use of the qāḍī and by those witnesses (al-shuhūd) who also acted in the capacity of notaries of legal deeds (al-muwaththiqūn) 14). As in other medieval societies, oral evidence was preferred to written evidence in the regulation of transactions between people 15), and the administration of justice revolved around an important institution, namely that of al-shahāda or oral testimony. The validity of any legal transaction, oral or written, depended primarily on the testimony of two qualified witnesses. To mitigate the problem of false testimony, the Muslim jurists developed rules in order to ensure the reliability of the witnesses. Mostly witnesses certified by qāḍīs were the ones to give their testimony; these witnesses later came to be known as al-'udūl 16). Because any legally effective transaction required the testimony of two witnesses, these came to serve also as notaries of those transactions that need to be recorded in writing. People came to seek

¹⁴⁾ See al-Sharif al-Jarawānī, al-Kawkab al-mushriq fīmā yaḥtāj ilayh al-muwaththiq, Dār al-Kutub MS., Cairo, fiqh Shāfi'ī, 892; see also Shams al-Din Muḥammad ibn Aḥmad al-Minhājī al-Asyūtī, Jawāhir al-'uqūd wa mu'īn al-qudāt wa'l-shuhūd, 2 vols., ed. by M. S. al-Ṣabbān, Cairo, 1955. (Al-Asyūtī lived in Egypt during the 9th century A.H. and, in spite of the value and the systematic nature of his work, it has not been cited by any modern scholar on the subject. Al-Asyūtī's work will be used extensively as a reference because the author gives an account, in several places, of the legal practices existing in Miṣr and al-Shām, during a time which was close to the period when the Ḥaram documents were written. Since al-Quds was part of the provānce of al-Shām during that period, it should seem interesting to see how closely the Ḥaram documents followed the shurūt manual of al-Asyūtī.)

¹⁵⁾ It may be interesting to note that written evidence as an instrument of proof was accepted in Europe only during the modern period. During the middle ages oral evidence was the accepted instrument of proof in legal transactions and disputes. See S. al-Mahmasani, The Philosophy of Jurisprudence in Islam, translated by F. Ziadeh, Leiden, 1961, 196. On the system of testimony in medieval Europe, see C. Levi, La hierarchie des preuves dans le droit savant du moyen âge depuis la renaissance du droit Romain jusqu'à la fin du 14é siècle. Paris. 1939.

Romain jusqu'à la fin du 14é siècle, Paris, 1939.

16) E. Tyan, "Judicial Organization", in Law in the Middle East, M. Khadduri and H. Liebesny eds., Washington, 1955, 253-254. For more details on the institution of the notary, see by the same author, Le Notariat et la régime de la preuve par écrit dans la pratique du droit musulman, Bayrut, 1945; see also C. Cahen, "A propos des shuhūd", SI, 31 (1970), 71-79. E. Tyan has been among the few scholars who made an attempt to study the general history of the Islamic judiciary in his work, Histoire de l'organization judiciaire à pays d'Islam, Paris, 1938.

not only their testimony but also their legal expertise in drafting correct deeds. These notaries provided advice to their clients "acquainting them with the legal rules and informing them of any potential risks" ¹⁷). In addition to those witnesses who served as public notaries, there were others whose main function was to serve as witnesses to the hearing and judicial decisions in a lawsuit. These also served as assistants to the qādīs, registering the proceedings and judgements in court, they were known as muwaqqi'ūn al-hukm ¹⁸).

If according to the sharī'a, the element of oral testimony (al-shahāda) was the only form of legal evidence, why were documents written, and why did legal scholars take pains to develop model formularies that provided for uniformity, correctness and precision in written transactions? The contents of a written deed are said to be proven not so much by the written text as by the attestation of the witnesses to the terms of the document. Although al-Tahāwī believes that it would be too impractical to draft a written deed for all transactions, he states that in other cases "they are a useful support for oral testimony in that they help keep the debtor and creditor from forgetting the terms of their agreement" 19). In this manner, a written deed is said to be legally valid because it records the necessary legal details of a particular transaction, in conformity with the shari'a. Thus, "the document itself acted as confirmation that all conditions required for a valid contract existed and that all the necessary steps had been taken by the co-contractors in orderly progression" 20). Later Muslim scholars, like al-Asyūtī, still held that the testimony of the 'udūl (certified witnesses) was the pivot around which judicial decisions revolved 21). During his time, written documents seem to have gained added value. Notaries were asked to draft documents that were legally correct in order to obtain the qāḍī's judicial certification 22). If a written plea is not legally

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¹⁷⁾ Wakin, The Function of Documents, 31.

¹⁸⁾ Tyan, "Judicial Organization", 253.

¹⁹⁾ Wakin, The Function of Documents, 6.

²⁰⁾ Ibid., 30.

²¹⁾ al-Asyūţī, Jawāhir, I, 1.

²²⁾ Ibid., 8-9.

valid the qāḍī will not consider it and thus written contracts should be written "in the right form and proper order and correctly observing the conditions and stipulations governing them from the point of view of the religious law" ²³). The deposition of the judicial decision on the recto of a document, in addition to the witnesses' written testimony to this on its verso, seems to have enhanced the value of a document as written evidence to certain transactions. Eventually, as writing material and literacy became more widespread, Muslim jurists came to accept valid documents containing the witnesses' testimonies and signatures as a form of legal evidence. However, as the problem of forging written documents continued to present hindrances to the execution of justice, written evidence was only accepted in those cases where forgery was not likely ²⁴).

The shurūṭ works illustrate how closely the sharīʿa was followed by their emphasis on the validity and legal correctness of the different types of documents. This is also true of the type of legal document dealt with in this paper. In order to demonstrate this, only one type of legal instrument was chosen, namely the iqrār, making it simpler to discern some of the basic features of Arabic legal diplomatic. If we are to better understand these legal documents, the student's initial task, after having deciphered the text, is to make sense of their legal subtleties. By so doing we will gain a better appreciation of how various institutions operated in the every day life of the members of an Islamic community.

23) Ibn Khaldūn, al-Muqaddima, English translation by F. Rosenthal, New York, 1967, 462.

²⁴⁾ Wakin, The Function of Documents, 8-9. The Mālikā school of law came to accept written evidence earlier than the other Muslim schools of jurisprudence, for more details, see Tyan, Le Notariat, 72-92. On the function of the notary in the Islamic society and the problem of forgery, see Lisān al-Dīn al-Khatīb, Muthlā al-tarīqa fī dhamm al-wathīqa, ed., A. Turki, Arabica, 16 (1969), 280-307. On the use of documents as written evidence during the late Mamlūk period, see A. Ibrāhīm "al-Tawthīqāt al-shar'iyya wa'l-ishhādāt fī zahr wathīqat al-Ghūrī", Majallat Kulliyat al-Ādāb, Jāmi' at al-Qābira, 19 (1957), 390.

What is an Igrär?

According to the shari'a the burden of producing evidence (albayyina) falls on the claimant; however the defendant may take several positions: he/she may present counter evidence, he/she may deny the claim and take an oath, in the case where the claimant cannot produce evidence, or he/she may simply acknowledge the claimant's right. However, a person may acknowledge the right of another without recourse to litigation. In legal Arabic terminology, this acknowledgement of rights is referred to as an igrār and is considered as a unilateral declaration that creates a legal obligation on the part of the declarant. According to the shari'a, an igrār is the most binding legal obligation on the person who makes it and once it takes place before two witnesses it cannot be reversed except in specific situations 25). This applies to judicial and extrajudicial acknowledgement. Whether it has taken place before two witnesses, inside or outside court, it is legally binding in both cases. As we shall see later in this paper only one of the transcribed igrār documents embodies judicial confirmations. But for a person to make a valid acknowledgement, he/she should meet certain prerequisites. He/she should be of sound mind and body (fī siḥḥa wa salāma), should act voluntarily (fī ṭawa'iyya), and should be legally competent (fi jawaz amr). Acknowledgements declared by minors, lunatics or interdicted persons are not valid 26). Those made by an invalid or a slave may only be considered valid under certain circumstances ²⁷). Finally, the intention (niyya) of the declarant as pronounced in the acknowledgement should be testified to by two witnesses, if any legal obligation is to be created.

Although the basic principle in concluding a legal transaction is the intention and not so much the form (al-ma'nā lā al-lafz) 28), Muslim

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²⁵⁾ al-Mahmasani, The Philosophy of Jurisprudence, 170, 173-174, and J. Schacht, Introduction to Islamic Law, Oxford, 1964, 151.

²⁶⁾ al-Mahmasani, The Philosophy of Jurisprudence, 174.

²⁷⁾ al-Mahmasani, "Transactions in the Shari'a", in Law in the Middle East, 196-197.

²⁸⁾ Ibid., 192.

legal scholars have paid much attention to the science of drafting legal documents. The overriding rule here is that of preciseness and completeness 29). Thus in the case of a written igrār, certain rules should be followed so that it will convey a valid legal deed. In the section on al-iqrār, al-Asyūtī brings in numerous examples on how the iqrār may be used as a legal instrument, and even though the objects of acknowledgement may differ, the essential features of an igrār remain the same. The igrār model documents cited in al-Asyūțī's work and those dealt with in our paper are written in the objective style, that is, the declarant (al-muqirr) is referred to in the third person 30). The notary starts out with the verb expressing the intention, which is: agarra agarrat. The identification clause (al-tarjama) follows the written intention expressed in the verb. The names of the declarant and the person "acknowledged to" (al-muqarr lahu) should be accurately identified to avoid confusion with another person that might have a similar name. Thus names of the father and grandfather should be mentioned, in addition to the nisba or lagab if there is one 31). If the declarant is a woman, the name of the husband or even a former husband should also be mentioned. An important element of the identification clause is the attachment of appropriate honorific titles and benediction formulas to the names 32). In the documents studied in this paper, mention is also made of the location of the persons involved and whether the persons referred to are dead or alive. The object of acknowledgement (al-muqarr bihi), whether it is the price for an object of sale, or the sum of a debt, should be detailed in full and in a clear manner. The price clauses in a legal document are usually the longest. Equally important is the description of the manner and date of payment 33). In the case of a debt, the declarant should acknowledge his future capacity of payment. If the debt involves a pledger (rāhin) or a

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²⁹⁾ al-Nuwayrī, Nihāyat al-arab, vol. 9, Cairo, 1923, 9.

³⁰⁾ al-Asyūtī, Javāhir, I, 17-54.

³¹⁾ Ibid., 24.

³²⁾ Ibid., 14.

³³⁾ Ibid., 24.

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guarantor (dāmin), all the ensuing legal liabilities should be stated clearly in the document ³⁴). Under certain conditions, the presence of the person being acknowledged to (al-muqarr lahu) is required while the document is being drafted, so that he/she may confirm (yuṣaddiq ʿalā) the declarant's acknowledgement ³⁵). These clauses are then followed by the dating formula which constitutes an essential element in any legal document. The pietistic formulas of al-hamdala, al-basmala and al-taṣliyya should always be the beginning and concluding statements in any legal document ³⁶).

Last but not least comes the witnessing clause which gives the *iqrār* or any legal transaction its legal validity. At least two witnesses should affix their testimony below the written terms of the transaction. The formulas of testimony (rasm al-shahāda) are not uniform, as will be clear when we take a look at our documents. Some shurūt scholars require that rasm al-shahāda should be as explicit as possible in order to avoid ambiguity. Al-Aṣyūṭī insists on a long formula that includes the testimony to both the acknowledger and the person acknowledged to, as well as to the terms of the transaction ³⁷). The date of the deposition of the testimony should be also specified and, finally, before the witness affixes his "clearly written signature" ³⁸), it should be specified whether the formula of testimony was written in his handwriting or someone else's.

A document should be written in a clear handwriting, states al-Asyūṭī, so that people's transactions may run smoothly 39). How far these rules were applied is a matter to be decided through studying

³⁴⁾ Ibid., 24.

³⁵⁾ Ibid., 24.

³⁶⁾ Ibid., 25.

³⁷⁾ Ibid., II, 446. See also Wakin, The Function of Documents, 92-93.

³⁸⁾ While shurūt scholars agreed that clear and good handwriting is a quality to be recommended in any notary, the latter did not follow this advice. The study of actual documents demonstrates that good handwriting was not seriously considered. This is particularly true of witnesses' signatures which in many cases cannot be deciphered because of the cursiveness and carelessness of the script. On clearly written signatures, see al-Asyūtī, Javāhir, II, 447.

³⁹⁾ Ibid., I, 12.

extant documents. In the next section of this paper, six iqrār documents will be dealt with, dating between 781/1379 and 791/1388. My aim is to analyse them as specimens of medieval Arabic legal diplomatic, as well as historical documentary sources from which historical data may be gleaned. The documents have not been treated according to their chronological order, but according to their subject matter and their formalistic structure. Simpler documents are dealt with first in order to introduce the reader gradually to the relatively more complicated ones.

The Documents: Transcriptions, Translations, Notes and Commentaries

Ḥaram 289 — Recto & verso

١ - يسم الله الرحمن الرحيم

Han

Dal

٢ - أقرت فاطعه ابنه عبد الله بن محمد الخليليه الحاضره بالقد س الشريف اقرارا شرعيا في صحه منها وسلامه وجواز امر انها لاتستحق في

٣ - ذمه مطلقها الشيخ الأمام العالم الاوحد الكامل برهان الدين ابراهيم بن المرحوم زين الدين ,
 زق الله

٤ - الناصرى احد الصوفيه بالخانقاه الصلاحيه بالقدس الشريف اعزه الله تعالى حقا ولا بقيه من حق ولا صداق

ولا بقيه من صداق ولا كسوه ولا نفقه ولا متعه *ولا شيا قل ولا جل من حقوق الزوجيه لما مضى من الزمان

٦ والى يوم تاريخه وانها اتصلت منه الى فرضها عن حملها منه فى مده ثلاثه اشهر ونصف شهر
 ايصالا شرعيا

٧ - به شهد في رابع شهر شوال المبارك سنه اثنين وسبعمايه الحمد لله رب العالميمن

٨ - شهد على اقرارها بذلك
 احمد الذكي
 عبد الله بن سليمن

^{*} The words: wa lā mut'a are inserted above the line in the original text.

Haram 289 Verso

١ - بسيم الله الرحمن الرحيم
 ٢ - سُلِّمَت فاطمه

Haram 289 — Recto & Verso Date: 4 Shawwāl 782/2 January 1380

- 1 In the name of God, the Compassionate, the Merciful,
- 2 She acknowledged Fātima ibna of 'Abd-Allāh ibn Muḥammad, al-Khalīliyya*, who is present at al-Quds al-Sharīf—in conformity with the *sharī'a*, while she was in a state of sound body and mind and legally capable of conducting her affairs, that she has no
- 3 claim on her divorcer, al-Shaykh, al-Imām, the Unique and Perfect Scholar, Burhān al-Dīn Ibrāhīm ibn of the late Zayn al-Dīn Rizq-Allāh,
- 4 al-Nāṣirī, one of the sūfīs of the khānqāh of al-Salāḥiyya in al-Quds al-Sharīf, may God the Most High strengthen him; (she claims) no right or any remainder of a right, nor a bride price
- 5 or any remainder of a bride price, no (expense of) clothing or maintenance, and no alimony, and absolutely nothing from the matrimonial rights in the past
- 6—and up to its (the document's) date. (She acknowledged) that she received from him her fixed share allotted to her child by him for a period of three months and a half, in conformity with the shar'ī payment.
- 7 In regard to this, she was born witness to, on the fourth of Shawwāl al-Mubārak of the year seven hundred and eighty two. Praise be to God, Lord of the two worlds.
- 8 He was witness to her acknowledgement in regard to to this. 'Abd-Allāh ibn Sulaymān this.

Ahmad (al-Dhakī)

- * A misba name from al-Khalil (Hebron).
- * Words in parenthesis are additions to the text for the purpose of clarification; a question mark means my reading of the word is conjectural.

Haram 289 — verso

- 1. In name of God, the Compassionate, the Merciful
- 2. Received by Fatima

Notes to Haram 289 Recto only

Line 1: For pietistic reasons, almost all Arabic documents are introduced by the basmala clause. The religious tone of the language used in the documents is strongly felt, particularly in benediction and concluding formulas. See Ibrāhīm, "Basmala", Majallat al-Maktaba al-'Arabiyya, 1 (1963). From the point of view of paleography, the basmala clause is the simplest to decipher in a document. Muslim scholars have discussed the specific ways in which it may be written, see al-Qalqashandi, Subh al-A'shā, vol. 3 al-Amiriyya edition, Cairo, n.d., 31, and

al-Asyuți, Javābir, I, 14.

Line 2: The verb agarrat expresses the written verbal intention of the person initiating a legal obligation. In all six documents dealt with in this paper, this verb is expressed in the past tense of the third person feminine. For other forms of verbal expressions, indicating the legal nature of a document, see Wakin, The Function of Documents, 50, 42-44. For the importance of the intention (al-niyya) in creating legal obligations, see al-Mahmasani, "Transactions in the Shari'a", 191. Following the verb, expressing the intention, comes the identification of the woman who makes the acknowledgement (al-muqirra), this is the identification clause (al-tarjama). Here the name of the woman is fully specified: name of the father, grandfather, if married, the husband's name, and her residence is also specified, in the present case, al-Quds. The phrase igrāran shar'iyyan occurs in all six documents, and refers to the fact that the woman is legally permitted to make such an acknowledgement and that this has been testified to by two qualified witnesses. The clause indicating her legal competence is expressed as follows: sī siḥḥa minhā wa salāma wa jawāz amr; this is a standard legal phrase that we shall see recurring in the rest of the documents.

Line 3: Most of this line is an identification clause of the divorcer of the acknowledger and who is, in this case, the person being acknowledged to (al-muqarr lahu). The attachment of honorific titles to a person who occupies a religious, military or an important social position, is a general feature found in Arabic documentary practice. In the present case, we have five such titles, in other cases they are more numerous and it becomes difficult for the reader to follow the train of thought in a particular sentence. Notaries were supposed to be trained to use the appropriate titles for persons, depending on their social status. Al-Asyūţī expresses his cynicism about the mentality of the people of his time, as they were only satisfied with pompous titles and did not mind the

extravagant use made of them; see Javāhir, II, 598.

Line 4: Al-Khāngāh al-Salābiyya was formerly the house of the Christian patriarch but was made into a waqf and khāngāh for the sūfīs by Ṣalāḥ al-Dīn al-Ayyūbī in 585 A.H. For more details, see 'Arif al-'Arif, al-Mufassal fi tārīkh al-Quds, al-Quds, 1961, 179, see also The British School of Archaeology in Jerusalem, Al-Abniyya al-āthāriyya fi'l-Quds al-Islāmiyya, Arabic translation by I. M. al-Ḥusaynī, al-Quds, 1977, 14. It may be observed at this point that documents frequently mention

the profession of persons. The divorcer of Fāṭima is referred to as just a sūfī and it is interesting to see the titles attached to the name of a person occupying a spiritual function. The object of acknowledgement (al-muqarr bibī) is mentioned here; in Fāṭima's case it is the acknowledgement that she claims no rights whatsoever against her divorcer.

Line 5: In order to resolve ambiguity or disagreement in the future, the notary specifies the rights that a wife might claim against the husband, for example, al-sadāq (bride price), kiswa (clothing) and nafaqa (alimony). The attempt to be precise under certain conditions is a legal technique and an instrument of precaution (ihtiyāt); for more details on this, see Wakin, The Function of Documents, 32-34. On the legal rights of the wife, see M. Abu Zahra, "Family Law", in Law in the Middle East, 140-158, see also Schacht, Introduction to Islamic Law, 166-168. The phrase wa lā shay'an qall wa lā jall is a standard legal formula; also the phrase limā madiya min al-zamān wa ilā yawm tārīkhibi is a legal formula, specifying the element of time and important in preventing future legal disputes.

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Line 6: Here the wife makes another acknowledgement indicating that she received from her divorcer, before two witnesses, the fixed share ittaşalat minhu... iṣālan shar'iyyan) allotted to her child. Although the sum of the allowance paid should be specified, this is not the case here; see al-Asyūṭī, Jawāhir, I, 26. The wife's and children's allowance is known to be fixed by the qāḍī who is referred to by the wife, for more details, see Abu Zahra, "Family Law", 145.

Line 7: The phrase bihi shuhida refers to an important legal element in any written document, namely the testimony of the witnesses to the contents of the document. Here also the date of drafting the document is mentioned. The dating formula is more or less uniform, detailing the day, month and the year. Usually the content of a written transaction ends with a standard pietistic formula, like the bamdala in the present case.

Line 8: That the terms of the document have been witnessed by the witnesses is illustrated by the deposition of the clauses of testimonies following the conclusion of the transaction. The clauses of testimony (rasm al-shahāda) are not identical in most cases and it seems that the witnesses were not very rigid about the phraseology used. The testimonial clause shahida 'alayhā bì-dhālik may be considered rather vague by Muslim jurists, yet is commonly used in documents. Some Muslim jurists like al-Asyūṭī prefer it to be more specific. For more details on the rules of written testimonial clauses, see al-Asyūṭī, Jawāhir, II, 446-448.

Commentary on Haram 289 — Recto Only

This is a fairly simple acknowledgement deed (*iqrār*), probably requested of the wife by the husband in order to protect himself against future claims that she may make against him. The woman did not need to go to court to validate her acknowledgement, because having been witnessed by two witnesses, it could function as a legal protection for the husband. According to the *sharī* a, the maintenance of children

and wife by the husband is a necessary obligation. The allowance he pays is considered as a debt which he has to meet. The sharī'a rules concerning the husband's fulfillment of the children's and wife's rights are strict, and the former may be divorced by the wife, through the judge, or get his property confiscated, if he stops or refuses to support his wife, see Abu Zahra, "Family Law", 145. On how women used the court to attain protection of their rights, see R. C. Jennings, "Women in Early 17th Century Ottoman Judicial Records—The Sharia Court of Anatolian Kayseri", JESHO, 18 (1975), 61, 102, 112, see also Goitein, A Mediterranean Society: The Family, vol. III, 335.

The social and economic status of the woman Fāṭima may be discerned from the context of the document. Honorific titles attached to names may be an indication of social status, see al-Asyūṭī, Jawāhir, II, 598-599. The type of profession occupied by the husband is useful. The total sum of the allowance allotted to the wife and child is instrumental in indicating her economic status. Fāṭima probably comes from a simple social background, as there is no title attached to her name. We know from this document that the husband is a ṣūfī but in another Ḥaram document he is mentioned as a reciter at al-Masjid al-Aqṣā, who was paid twenty dirhams monthly (Ḥaram 305). Since the allowance paid to the woman and child is not specified, we cannot discern any information on her economic status from that; however, on the basis of what we know, we may conjecture that she came from a lower income group.

On the whole, the language of the document is straightforward and simple, but pregnant with standard legal phraseology, much of which we shall meet in the following documents. The script is extremely cursive and one gets the impression that it was hurriedly written. Perhaps Fāṭima's husband could only pay a low-calibre notary whose services were consistent with his fee.

Ḥaram 184 — Recto & Verso

١ – بسم الله الرحمن الرحيم

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Line

٢ - اقرت الست المصونه فأطمه بنت المرحوم فخر الدين عثمان بن زين الدين عمر عرف بابى
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Verso

- 1 - 7 ٣ - الحمويه زوج المرحوم ناصر الدين محمد الحموى كانت * المقيمه بالقد س الشريف اقرارا شرعيا طوعا في صحه منها

وسلامه وجواز امر انها قبضت وتسلمت من الشيخ الاوحد الرضى شمس الدين محمد بن
 المرحوم جمال الدين عبد الله

الراعي امين الحكم العزيز بالقد س الشريف والجابى على وقف المد رسه الصلاحيه بالقد
 س الشريف من الدراهم الفضه

معامله الشام المحروس ثلاث مایه ودرهم خمسه وسبعین درهما «نصها مایه درهم «وسبعه وثمانون درهما ونصف درهم »

٧ - من ذلك ما هو فرض أولاد ها من ناصر الدين محمد المذكور اعلاه وهم عمر واحمد وسلما وساره عن شهر

٨ - رجب سنه تاريخه (.....) الفرض على احمد وسلما وساره من مستهل شعبان من تاريخه مايه وخمسه وثلاثون درهما »

 ٩ - في سلخ كل شهر مايه وعشرون درهما » قبضت ذلك قبضا تاما كاملا وافيا عن مده ثلاث شهور اخرهم سلخ

١٠ رمضان سنه تاريخه بما في ذلك من السكن القبض الشرعى وبه شهد عليها في ثاني شهر مضان

١١ - المعظم فتره سنه تسع وثمانين وسبعمايه وحسبنا الله تعالى ونعم الوكيل

۱۲ – شهد على القابضه بذلك بن على القابضه بذلك كتبه بن علوى (؟) محمد بن محمد المؤعاني

Line 3: The verb: kānat refers to the word: zawj, this is probably a colloquial use of the language.

Line 6: The word dirham is written in an abreviated form. Lines 7 & 8: These words are written in the siyākah script.

Ḥaram 184 verso

۱ - فرض زوجة الحموى

Ḥaram 184 — Recto & Verso

Date: 2 Ramaḍān 789/14 August 1389

1 — In the name of God, the Compassionate, the Merciful,

2 — She acknowledged—the chaste woman Fāṭima ibna of the late Fakhr al-Dīn 'Uthmān ibn Zayn al-Dīn 'Umar—her father is known as Abī al-'Aṭṭār—

3 — al-Ḥamawiyya, the former wife of the late Nāṣir al-Dīn Muḥam-

mad al-Ḥamawī, who is resident in al-Quds al-Sharīf—in conformity with the *sharī* 'a, voluntarily and while she was in a state of sound body

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- 4 and mind and legally capable of conducting her affairs, that she received and obtained possession from the Unique Shaykh, the Satisfied and Contented one, Shams al-Dīn Muḥammad ibn of the late Jamāl al-Dīn 'Abd-Allāh, al-Rā'i,
- 5 Amīn al-Ḥukm al-'Azīz in al-Quds al-Sharīf, and the rent collector of the waqf for the madrasa of al-Ṣalāḥiyya, of silver dirhams,
- 6 in current use in al-Shām al-Maḥrūs, three hundred and seventy-five dirhams, half of which is one hundred and eighty seven and a half dirhams.
- 7 Of this (amount) is the fixed share allotted to her children by the above mentioned Nāṣir al-Dīn Muḥammad, namely 'Umar, Ahmad, Salmā and Sāra, for the month of
- 8 Rajab of the year of its (the document's) date: one hundred and thirty five dirhams (.....) the share for Aḥmad, Salmā and Sāra from the beginning of Sha'bān of the year of its date,
- 9 (paid) at the end of every month: one hundred and twenty dirhams. She received this in its entirety and completely for the period of three months, the last of which is the end
- to of Ramadān of the year of its date, including shelter, in conformity with the *sharī'a*. In regard to this, she was born witness to, on the second of the month of Ramadān
- 11 al-Mu'azzam of the year seven hundred and eighty-nine. God is sufficient for us, what an excellent guardian is He!
- 12 He was witness to the recipient in regard to this.

 Written by 'Alī ibn ('Ilwī)

 Muhammad

He was witness to the recipient in regard to this. Written by Aḥmad ibn Muḥammad al-Muwwa'ānī

Haram 184 — Verso

1 — The legal share of al-Hamawi's wife

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Notes to Haram 184 - Recto only

Line 4: The prediliction to use honorific titles is also illustrated here. On the eagerness of the Muslim middle class to use high-sounding titles during an earlier period, see Goitein, "The Mentality of the Middle Class in Medieval Islam", Studies in Islamic History and Institutions, 254.

Line 5: The phrase Amin al-Hukm al-'Aziz refers to an administrative religious position in the administration of the waqf run by the Muslim judiciary, see W. Popper, Egypt and Syria under the Circassian Sultans, vol. 2, Berkeley, 1957, 120. It is important to point here to the existing similarity in legal terminology between the documents written in Egypt and Syria, including the documents dealt with in this paper, see Ibid., passim. Although the Haram documents come from al-Quds, their legal terminology is close to that found in Nuwayri's Nihāyat al-arab and al-Asyuti's Jawāhir. The term al-jābī refers to the office of rent collector and accountant of waqf properties. He is supposed to be appointed by the administrator (al-nāzir) of the waqf. For more details see al-Asyūṭī, Jawābir, I, 337, and A. Ibrāhīm, "Wathīqat al-amīr Qarāqujā al-Ḥasanī", Bulletin of the Faculty of Arts, Cairo University, 18 (1956), 246. Waqf al-madrasa al-Ṣalāḥiyya was instituted by Ṣalāḥ al-Dīn al-Ayyūbī in 588 A.H. The building of the madrasa was formerly a church, which he transformed into a waqf and a Shāfi'i school, where famous scholars taught, for more details, see al-'Arif, al-Mufassal, 179, 237. The phrase al-dirham al-fidda refers to the currency used in this document. There were also other types of dirhams, in addition to the silver one, circulating in the Mamlūk empire. For more details on the wide variety of currencies used in the Islamic society, see P. Balog, The Coinage of the Mamlūk Sultans of Egypt and Syria, New York, 1964. See also al-Maqrīzī, Shudhūr al-'uqūd fī dhikr al-nuqūd, ed. A. M. Bahr al-Ulum, Najaf, 1967, and Goitein, "The Exchange Rate of Gold and Silver Money in Fāṭimid and Ayyūbid Times", JESHO, 8 (1965), 1-46. See also W. Popper, Egypt and Syria under the Circassian Sultans, vol. 2, Berkeley, 1957, 41-79.

Line 6: The phrase mu'āmalat al-shām refers to the province where the coin specified was used. In legal documents, the notary usually describes the type of coin used and the locality in which it was in currency. The payment clause here describes the stipulated sum in full, followed by the halving of that amount, in order to prevent forgery. This is another measure of precaution (iḥtiyāt) used in legal documents. For more details on the price formula, see Wakin, The

Function of Documents, 53-54, 87.

Lines 7-9: Here we have a further breakdown of the full sum mentioned above and reference as to what this sum represents. As a whole it represents the fixed allowance allotted to four children for the period of three months, paid from waqf revenues of al-Ṣalāḥiyya school. For the month of Rajab, the allowance is one hundred and thirty five dirhams. For the months of Sha'bān and Ramadān, the allowance is two hundred and forty dirhams, divided equally. It is important to note here that the figures representing the breakdown of the total allowance paid were written in siyākah script. These figures were deciphered through the assistance of Professor R. Verdery by using the tables enclosed in the work of S. Elkher entitled Divan Rakamlari, Ankara, 1953. Unlike the previous document (289), this one gives us more specifications concerning the sum paid and the terms of payment (al-ajal). Muslim jurists insist that the ajal is to be clarified in order to avoid dispute, see al-Asyūtī, Javāhir, I, 28.

Line 10: The phrase al-qabd al-shar'i indicates that two qualified witnesses actually witnessed the receipt of the specified sum by the woman.

Line 11: The concluding clause of the basbala is used here, but this is not always the case in many legal documents.

Line 12: The two witnesses here testified to the recipient (al-qābida), which indicates that they actually witnessed her receiving the sum of the allowance.

Commentary to Haram 184 — Recto only

Like the previous document, this one is a non-judicial document. Perhaps the parties involved were satisfied with just having it recorded in writing and duly witnessed in accordance with the *sharī* a. Although the document records a similar transaction like the one described in the previous document, this one is more complicated, mainly because the price and payment clauses are more detailed. The written acknowledgement was probably requested by the *jābī* in order to use it as a record that he paid the widow the fixed allowance for keeping custody of her children. The elaborate detailing of the sum paid is perhaps the work of *jābī* who is interested in setting his accounts straight.

From the context of the present and other documents, we may discern that Fatima bint Fakhr al-Din came from a middle income group background. She is referred to by the titles al-sitt al-maṣūna which indicate that she may have come from a respectable social background. Her father is mentioned in the document as being known as Abī al-'Attar, which means that either he or his son were druggists. From Haram 287 (to be dealt with later), we know that two years earlier Fatima was married to a merchant. However when the husband died, it seems that Fatima had no sufficient income to fall back on and so she and her orphaned children were receiving allowances from the waqf revenues. The question that comes to one's mind is who were the people entitled to receive allowances from waqf revenues? Were widows and orphans who came from a middle income group considered among the poor to whom waqf revenues were distributed? But in order to answer these questions, one would have to study many documents of the same nature. At this point, one should be content to indicate that the main historical value of this document lies in the fact that it represents a living example illustrating how an important Muslim institution functioned in an Islamic city.

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اعترف بذ لك ابو بكر الشافعي»

١ - بسم الله الرحمن الرحيم

٢ – اقرت المراه الكا مل شيرين ابنه عبد الله زوجه المرحوم رهان الدين ابراهيم الناصرى

٣ – المتوفى الى رحمه الله تعالى قبل تاريخه اقرارا صحيحا شرعيًّا في صحه منها وسلامه و جواز امر

٤ - قبضت وتسلمت وصار اليها من الفقير الى الله تعالى الشيخ/الدين محمد بن المرحوم شمس
 الدين محمد الجبايي

امين لحكم العزيز بالقد س الشريف من الدراهم المتعامله يوميذ مايه درهم وعشرون درهما وذ
 لك

عن فرض ولد يها محمد وعلى ابنا برهان الدين المذكور الذين في حضانه والد تهما المذكوره
 عن

٧ - شهرين اخرها سلخ شهر شعبان الكريم من تاريخه قبضت ذلك قبضا صحيحا شرعيا

٨ - ولم يتا خر لها من المبلغ المذ كور شيا قل ولا جل وبه شهد ثالث شهر رجب الفرد سنه تسعين وسبعمايه

۹ - شهد علیها بذ لك شهدت علیها بذ شهد علیها بذ لك
 کتبه ابو بكر بن احمد (....) لك کتبه محمد بن کتبه ناصر (...)
 احمد الحنفى

Ḥaram 108 — Recto only

Date: 3 Sha'bān 790/7 August 1388

He admitted this Abū Bakr al-Shāfi'i

1 — In the name of God, the Compassionate, the Merciful

2 — She acknowledged—the adult woman Shīrīn ibna of 'Abd-Allāh, wife of the late Burhān al-Dīn Ibrāhīm al-Nāṣirī,

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3 — who died in the mercy of God the Most High before its (the document's) date—in a valid and shar'ī manner, while she was in a state of sound body and mind and legally capable of conducting her affairs that she

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- 4 received and obtained possession from al-Shaykh Shams al-Dīn Muḥammad ibn of the late Shams al-Dīn Muḥammad, the rent collector
- 5 and Amin al-Ḥukm al-'Azīz in al Quds al-Sharīf, of silver dirhams, then in current use, one hundred and twenty dirhams, being
- 6 the fixed share allotted to her two children, Muḥammad and 'Alī, the sons of the mentioned Burhān al-Dīn, who are in custody of their mother,
- 7 for (the period of) two months, ending the last day of the month of Sha'bān al-Karīm of its date. She obtained possession of this in a valid and *shar'ī* manner
- 8 and absolutely nothing of this amount has been delayed to her. In regard to this, she was born witness to, on the third of Rajab al-Fard of the year seven hundred and ninety.
- 9—I was witness to her in regard to this.

 Written by Abū Bakr ibn
 Aḥmad al-Ḥanafī
 I was witness to her in regard to this.

 Written by Muḥammad

 He was witness to her in regard to this. Written by Nāṣir).....)

ibn Muhammad Zakī al-'Umarī

*I could not identify Abū Bakr al-Shāfi'ī within the context of the document. It is difficult to decide why this clause was written and by whom. Normally inscriptions like this one are written by the qāḍī, but I do not see any other signs of judicial inscriptions on the document.

Line 4: The phrase al-faqīr ilā Allāh ta'ālā is a common religious title normally attached to the name of a person occupying a religious function, and possibly borrowed from sūfī terminology, see al-Asyūtī, Javāhir, II, 593-596. The term al-Jabā'ī is equivalent to the above mentioned term al-Jābī.

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ormally ossibly ne term Line 9: Here we have four witnesses instead of the required minimum of two. The signatures of the witnesses are hard to decipher because they are written in an extremely cursive manner.

Commentary on Haram 108 — Recto only

Basically this document is similar to the previous ones: an acknow-ledgement of the receipt of the allowance paid to the mother in custody of her children; the reader may now begin to see the common features of this type of legal document. An interesting point to make here is that the deceased husband mentioned in this document: Ibrāhīm al-Dīn al-Nāṣirī, is the same person who eight years back (Haram 289, see above p. 258) was paying an allowance for his child from his divorcee Fāṭima ibnat 'Abd-Allāh. It should be noted that there are more Haram documents that refer to this person and it would be worthwhile to reconstruct a historical monograph from them, see Northrup and Abul-Hajj, "A Collection", 285-286.

The important historical aspect of this document is that it is another example of how charitable institutions were functioning to meet the demands of the needy members of the society. There is only one year difference between *Ḥaram* 184 (see above p. 263) and this document, and, if we can assume that the silver dirhams mentioned in both documents are of the same value, then it could be deduced that both widows received, more or less, similar allowances from waqf revenues administered by the Islamic judiciary.

Haram 205 — Recto only

١ -- بسم الله الرحمن الرحم

٢ - اقرتُ الحرمه فاطمه أبنه المرحوم علم الدين سليمان بن (ابان؟) التي كانت زوجا لموسى بن

٣ – عبد الله القلانسي وهي معروفه عند شهوده اقرارا شرعيًا في صحتها وطواعيتها انها

٤ - قبضت وتسلمت وصار اليها من شقيقها العبد الفقير الى الله تعالى شمس الدين محمد الوصي

على تركه موسى المذكور اعلاه من الد راهم الفضه المتعا مله يوميذ ثلثايه درهم وستين درهم
 ت ضمفها مايه درهم وثمانون درهما وذ لك صد اق المقره وكسوتها على موسى المذ كور الثابت
 ٧ - لها بمجلس الحكم العزيز الشافعي بالقد س الشريف قبضت ذلك قبضا تاما وافيا ولم يتاخر
 (لها)

۸ من هذا الدرهم الفرد من ذلك مايتا درهم واثنان وستون درهما البارزه من ثمن المبيعات
 ۹ من تركه موسى المذكور بمقتضى المخزومه المشموله بخط الشهود والباق مما (...) من (الحواج؟)

١٠ المخلفه عن موسى المذ كور واقرت المقره المذ كوره انها متصله بشقيقها المشار اليه
 ١١ - بنصيبها من الد ار المخلفه عن والد ها المذ كور بالقد س الشريف امام حمام علا الدين البصير

۱۲ - الى مضى قرارها والى يوم تاريخه بعد اعترافها بمعرفه ذلك وكميته وبه شهد عليها فى ١٢ - العشر الا وسط من جمادى الا خره سنه احدى وثمانين وسبعمايه وحسبى الله ونعم الوكيل

۱۶ - شهد عليها بذ لك شهد عليها بذ لك كتبه احمد بن محمد (...)

Haram 205 — Recto only Date: 10-20 Jumādā al-Ākhira, 781/28 September 1379

- 1 In the name of God, the Compassionate, the Merciful,
- 2 She acknowledged—the woman Fāṭima ibna of the late 'Alam al-Dīn Sulaymān ibn (Abān?), who was the wife of Mūsā ibn
- 3 'Abd-Allāh al-Qalānasī, known to the document's witnesses in conformity with the *sharī'a*, while she was in a state of sound body and voluntarily, that
- 4 she received and obtained possession from her brother, the servant in need of God the Most High, Shams al-Din Muḥammad, the executor
- 5 of the estate of the above mentioned Mūsā, of silver dirhams, in current use, three hundred and sixty dirhams,
- 6 half of which is one hundred and eighty dirhams. This is the bride price of the acknowledger and (the expenses of) her clothing, due to her by the mentioned Mūsā, and certified
- 7 by the Shāfi'ī court in al-Quds al-Sharīf. She received this in its entirety and completely, and

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8 — from that not one dirham has been delayed. Of this (amount) two hundred and sixty two dirhams were brought about from the price of sales

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- 9 from the legacy of the mentioned Mūsā in accordance with the makhzūma containing the handwriting of the witnesses, and the remainder is that (.....) from the (belongings?)
- 10 left behind by the mentioned Mūsā. The mentioned acknowledger acknowledged that she continues to receive from her mentioned brother
- 11 her share in the house, bequeathed by her mentioned father, in al-Quds al-Sharif infront of the public bath of 'Alā al-Dīn al-Basīr,
- 12 up to the issuing of her *iqrār* and to the day of its (the document's) date, after she admitted her knowledge of this (her share) and its value. In regard to this, she was born witness to during
- 13 the ten middle days of Jumādā al-Ākhira of the year seven hundred and eighty one.
- 14—He was witness to her in regard regard to this.

 Written by
 Aḥmad ibn Muḥammad

 (.....)

 He was witness to her in regard to this.

 Written by (Ḥamdān?)

 ibn Aḥmad (.....)

Notes to Haram 205 - Recto only

Line 3: The phrase wa hiyya ma'rūfa'ind shuhūdihi is standard phraseology referring to the fact that the witnesses know the person being witnessed to, through his lineage, see al-Asyūtī, Javāhir, I, 16.

Lines 6-7: The phrase sadāq al-muqirra...al-thābit lahā bi-majlis al-ḥukm al-ʿazīz, refers to the wife's bride price, the sum of which was certified in court. Through this judicial procedure, the wife establishes her right and is able to claim it from the estate of the deceased husband, see al-Nuwayri, Nihāyat al-arab, v. 9, 51. Seeing that the husbands pay their wives' bride price was a matter pursued by sharī'a courts; in turn there are cases where women were asked to acknowledge in court the receipt of their bride price, see Ebeid and Young, Some Arabic Legal Documents, 9.

Lines 8-9: Details as to how the wife's bride price was paid from the estate of the dead husband are described here. The main sum comes from the sale of the objects he left behind as shown in the inventory of these sold objects (al-

makhzūma). For more details on the makhzūma as a legal document, see al-Jarawānī, al-Kawkab al-mushriq, folios 255-256. It is not clear where the remaining sum came from, as I could not decipher the word indicating this.

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Lines 10-12: Here Fāṭima also acknowledges the receipt of her share in the house inherited from her father. However, the sum of her share is not specified and described as follows: wa innaha muttaşila bi-naṣībihā min al-dār; this may have been deliberately done as a measure of precaution. The fact that the sum is unspecified makes for more flexibility and allows an element of arbitrariness on the part of the brother. But in order not to leave room for a legal weakness, Fāṭima is asked to admit that she is cognizant of the amount of her share. For more details on ambiguity as an element of legal precaution see Wakin, The Function of Documents, 33, 78. Ḥamām 'Alā al-Dīn al-Baṣīr: The person referred to here seems to have been a Mamlūk who established waqfs in al-Quds. It is known that he established a ribāṭ and a sabīl, the latter was established in 839 A.H., but nothing is mentioned of the hamām. See al-'Ārif, al-Muſaṣṣal, 208.

Commentary on Haram 205 — Recto only

This is a non-judicial document in which Fāṭima acknowledges that she received the total sum of her dowry and her share in her father's house from her brother. The latter acted as the legal executor on the late husband's estate and the administrator of whatever property was inherited from their father. The dominant role played by the brother in the family may be detected not only from Islamic literary sources, but also from documentary sources. According to the information derived from one of the *Ḥaram* documents (no. 279), we find that there is some abuse of this role. Ghāliyya files a petition to the qādī against her brother, asking him to take legal action against the latter because he was encroaching upon her property rights.

Studying court records from the Ottoman period, Jennings observed that "women often were willing to sell their fractional shares of houses and arable lands at fair prices to their brothers", and thus there was some degree of ownership displacement of the women and a gradual dominance over property by the brothers, see "Women in Ottoman Records", 101. From our document we also observe that it was the brother who assumed responsibility of handling the financial affairs within the family, but whether there was any abuse on his part or not, is not clear from the document.

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The currency used in the present transaction is silver dirhams also. The sum of the bride price specified here is almost equivalent to the total allowance specified in Haram 184 and paid to the widow Fātima and her four children, for the period of three months. From the property mentioned in this document, it can be safely said that the woman came from a middle income group.

Haram 287 — Recto only

- ١ بِسْم اللَّهِ الَّرِحمن الَّرِحِم وهو حسبى
 ٢ أقرت الست المصونه المحجبه فاطمه ابنه المرحوم فخر الدين ابن زين الدين عمدالحمويه الحاضره عند شهوده بالقد س الشريف
- ٣ زوج الصدر الاجل الكبير المحترم ناصر الدين محمد بن المرحوم علا الدين على ابن ناصر الدين محمد الحموى احد الساده التجار
- ٤ بالقد س الشريف اعمره الله تعالى اقرارا صحيحا شرعيا انها قبضت وتسلمت وصار اليها من يد زوجها المسمى اعلاه من الذ هب
- ٥ الهرجه المصرى المسكوك اربعين مثقالا نصف ذلك عشرون مثقالا وذلك موخر صد اقهاعلى زوجها المسمى فيه
- قبضًا شرعيًا ولم يتاخر لها من ذلك شي قل ولا جل واقرت ايضاً انها مواصله بكسوتها ونفقتها من زوجها المسمى فيه من تاريخ
- ٧ الزوجيه بينهما والي يوم تاريخه واقرت ايضا ان في حقها لزوجها المسمى فيه بطريق القرض الشرعى من الد راهم
- ٨ الفضه الجاريه في المعامله الشاميه مايتي درهم نصفها مايه درهم واحده اقرت بالقدرة والملاه على ما اقرت به
- وحضر زوجها المسمى اعلاه وصد قها على ما اقرت به التصديق الشرعي ووكلا في ثبوت ذلك و طلب الحكم به
- ١٠ من الجانبين بطريقه الشرعى واشهدا عليهما بذلك طايعين مختارين في ثاني عشرى صفر الاعز من شهور سنه
- ١١ سبع وثمانين وسُبعمايه الحمد لله وصلوته على سيدنا محمد واله وصحبه وسلامه حسبي الله

شهد عليهما بذلك في تاريخه اعلاه وكتبه علوى؟ على الحنفي

١٢ - شهد عليهما بذلك کتبه (حمد ان بن احمد؟)

Ḥaram 287 — Recto only

Date: 22 Safar 787/4 April 1385

- I In the name of God, the Compassionate the Merciful, He is sufficient for me!
- 2 She acknowledged—the modest and chaste woman Fāṭima ibna of the late Fakhr al-Dīn ibn Zayn al-Dīn 'Umar, al-Ḥamawiyya, who is present to its (the document's) witnesses in al-Quds al-Sharīf,
- 3 the wife of the Most Venerable Leader, the Great and Respectable Nāṣir al-Dīn Muḥammad ibn of the late 'Alā al-Dīn 'Alī ibn Nāṣir al-Dīn Muḥammad al-Ḥamawī, one of the notable merchants

Line 1:

- 4 in al-Quds al-Sharīf, may God prolong his life—in conformity with the *sharī* a, that she received and obtained possession from her above mentioned husband, of golden
- 5 Egyptian minted Harja, forty *mithqāls*, half of which is twenty *mithqāls*, being her deferred bride price owed to her by the mentioned husband,
- 6 in conformity with the *shar* 7 payment. Absolutely nothing of this has been delayed to her. She also acknowledged that she continues to receive from her above mentioned husband (the expenses of) her clothing and maintenance since the date
- 7 of their marriage and up to its (the document's) date. She also acknowledged that she owes her mentioned husband, by way of a shar's loan, of silver dirhams,
- 8 then in current use in al-Shām (the amount of) two hundred dirhams, half of which is one hundred dirhams; she acknowledged that she is capable to repay what she acknowledged.
- 9 Her above mentioned husband was present and corroborated what she acknowledged in a *shar'ī* manner. They appointed a deputy to certify this and to request a judicial decision—
- 10 (from both sides?)—in accordance with its shar'ī manner. They requested witnessing in regard to this, voluntarily and freely, on the twenty second of Ṣafar al-A'azz of the year

11 — seven hundred and eighty seven. Praise be to God the Most High, may He bless our master Muḥammad and his family and companions and grant them salvation. Only God is sufficient for me.

12 — He was witness to them in regard to this.

to this.

Written by Ḥamdān ibn (?)

Written by 'Ilwī (?) 'Alī

He was witness to them in regard

Aḥmad (....)

al-Hanafi

Notes to Haram 287 — Recto only

Line 1: In addition to the commonly used formula of the basmala, the notary also added the expression wa huwa hashi, which is less frequently used.

Line 2: Fāṭima's nomenclature is not as fully detailed as it was in *Haram* 184. She is referred to by the same honorific titles in addition to another: al-muḥajjaba, which indicates some consistency on the part of the notary in respect to the usage of titles.

Line 3: Here the notary accurately identifies the woman's husband by giving his full nomenclature, in addition to his profession. The proper honorific titles to be attached to the name of a common merchant are used by the notary, see al-Asyūṭī, Javāhir, II, 597. In one of the Haram documents (no. 266), the same

merchant is referred to by the same titles of al-sadr al-ajall.

Lines 4-5: The currency mentioned here is different from those mentioned in the previous documents, and instead of the dirham, we have al-dhahab al-Harja almiṣrī al-masbūk. The Harja or Muharraja gold seems to refer to a type of gold coinage like al-dhahabd al-Naṣirī or al-Ashrafī etc... The Harja gold coin used to be minted in Egypt in 812 A.H. and the gold dinar was devaluated from al-Naṣirī type to al-Muharraja type. For more details, see al-Maqrīzī, Shudhūr al-'uqūd, 87-88, see also Popper, Egypt and Syria, 45. The term mithqāl is used to refer to a dinar. For more details, see ibid., 44-45, and al-Maqrīzī, Shudhūr al-'uqūd, 90-91.

Line 7: It is necessary for the notary to indicate that a loan was contracted in conformity with the shari'a, as indicated in the phrase al-qard al-shar'i. This is due

to the sharī'a's strict rules against usury, see al-Asyūtī, Jawāhir, I, 37.

Line 8: The phrase aqarrat bi'l-qudra wa'l-malā'a is a standard legal formula that is stipulated in contracts of debt. Through this declaration the debtor indicates that she is able to repay the debt and this may a be sort of guarantee to the credi-

tor; see examples of this formula in al-Aṣyūṭī, Jawāhir, I, 26, 30.

Lines 9-10: No terms of debt payment are stipulated by the creditor, in this case the wife's acknowledgement is not enough and the husband must corroborate what his wife acknowledged, in a shar'ī manner, that is, before two qualified witnesses. This process is indicated by the clause ṣaddaqahā . . . al-taṣdīq al-shar'ī; see another example of corroboration (al-taṣdīq) given by the creditor to the debtor

in al-Nuwayrī, Nihāyat al-arab, v. 9, 11.

An important stipulation which we have not encountered before in the previous documents is that regarding the appointment of an agent (wakīl) to re-

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present both wife and husband in court in order to receive a judicial validation to their transaction. The office of wakīl is recognized by the sharī'a but it is not certain whether the wakāla was a profession or merely an informal service performed by certain persons. Although women could plead personally in court, they were often represented by a wakīl particularly if they came from a well-to-do class. Al-Aṣyūṭī's section on wakāla is quite short, but the function of the wakīl may be studied from the cited model documents throughout the work, see Jawāhir, I, 192-209; see also R. C. Jennings, "The Office of Vekil (wakīl) in the 17th century Ottoman Sharia Courts", Studia Islamica, 42 (1975), 147-169. On women acting as wakīls, see by the same author, "Women in Ottoman Records", 72-73.

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The term al-thubūt refers to the certification or confirmation of the qādī that the terms of the transaction conform to the sharī a, a procedure which is necessarily witnessed by two qualified witnesses. After the thubūt comes the bukm, which is the qādī s decision on a particular question. When the qādī has ascertained that a certain transaction follows the rules of the sharī a, he issues a judgement to that effect, thus making the transaction legally binding on the parties involved. For more details on judicial proceedings, see Ibrāhīm, "al-Tawthīqāt", 303, 326, 391, 392, 394, see also al-Asyūtī, Jawāhir, II, 379. On judicial proceedings during the early Ottoman period, see R. Veselý, "Trois certificats délivrés pour les fondations pieuses en Égypte au XVIe siècle", Oriens, 21-22 (1968-69), 248-299.

Line 12: The testimony is given to the muqirra and muqarr lahu, namely the wife and the husband, in addition to the terms of the transaction. Here the testimonial clauses are more specific compared with the ones we have seen before. The witnesses testify not only to what the wife acknowledged but also to the fact that the husband authenticated what she acknowledged. The second testimony, from right to left, is more complete than the first because there is reference to the date on which it was given. This is indicated by the phrase fī tārīkhihi, meaning that it was given on the same day the document itself was written. Not all testimonies are given on the same date on which the document was written, unless it is indicated so. Wakin cites an example where "22 witnesses testify over a period of 12 years", see The Function of Documents, 48.

Commentary on Haram 287 — Recto only

Although it was stipulated in the terms of the document (line 9) that the transaction should be certified by the $q\bar{a}d\bar{i}$, there are no signs of judicial registration marks on the document, as would be expected. The legal language is similar to that used in the other documents and the progression of clauses follows almost the same order as the others, except for the volition phrase, which, in this document, comes at the end, just before the dating formula. This may be due to the fact that

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of the qāḍi re which is comes the en the qāḍi sharī'a, he illy binding ee Ibrāhim, bir, II, 379.
R. Veselý, VIº siècle",

he wife and testimonial before. The to the fact I testimony, reference to fi tārīkhihi, vas written. 2 witnesses 3.

ine 9) that signs of expected. nents and he others, nes at the fact that the phrase tā i mukhtārīn refers to both husband and wife and not just the latter, as was the case in the other documents.

For some reason, this document is better written than the previous ones. The notary has taken pains to place dots and diacretical marks on many words, and thus the text is more legible than others. Perhaps because the couple involved came from a well-to-do background, they could afford to engage the services of a better paid notary.

The fact that the husband was a merchant meant that he dealt with commercial transactions that involved different types of currencies circulating during that period. The same merchant Nāṣir al-Dīn is mentioned in *Ḥaram* 266 to have contracted a debt transaction in *iflūrī* gold (florin), see Popper, *Egypt and Syria*, 45. It is interesting to observe that the wife's dowry was paid in Harja gold while the loan she contracted with the husband was made in dirhams. The value of Egyptian Harja dinars in relation to the dirham is not certain and is difficult to establish because of the existence of numerous types of dirhams. However, if we accept Popper's generalization that one gold dinar is equivalent to twenty four silver dirhams (early 14th century A.D.), then the wife's dowry may be around nine hundred and sixty dirhams approximately, which is more than two and a half times, in value, in comparison with the bride price paid to the woman in *Ḥaram* 205, see Popper, *Egypt and Syria*, v. 2, 61

An aspect of the relationship between the husband and wife is brought up here. The debt transaction between the two seems to be contracted in a formal manner, and the wife's admission that she is capable of repaying the loan borrowed from her husband may imply that she administered her own financial affairs. This conforms to the fact that Muslim women could undertake business transactions independently. For comparison purposes, see Jenning's interesting finding on women's participation in the social and economic life of their community in "Women in Ottoman Records", 97-110; see also Goitien, A Mediterranean Society: The Family, 324.

Ḥaram 315 — Recto

الحمد لله على كل حال ^{tb}

١ - بسيم اللهِ الرَّحمنِ الرَّحيمِ
 ٢ - أقرت المصونه يُلقطلو بنت المرحوم زين الدين محمود بن الشيخ زكريا التركيه زوج الفقير الى

محمى الدين يحيى بن المرحوم بدر الدين حسِين بن الشيخ زكريا الشهير والده بييِرُوا شيخ زاويه محمد باك بالقد س الشريف اقرارا شرعيًّا

٤ - طوعا في صحه منها وسلامه وجواز امر ان زوجها المذ كور اعلاه محيى الدين يحيى ابن عمها أقرب عصباتها وأنه وأرثأ

حايزا بجميع ميراثها لا وارث لها سواه ولا مستحق لتركتها الا اياه وصد قها على ذلك التصد يق الشرعي

٦ - وأنها مواصله من زوجها المذكور اعلاه بكسوتها ونفقتها من حين الزوجيه بينهما والى يوم تاريخه ايصالا شرعيا

٧ - وانهالاتستحق في ذ مته كسوه ماضيه ولا نفقه ماضيه ولا بقيه من ذلك الى تاريخه ووكلا في ثبوت ذلك وبه شهد عليهما

 $\Lambda - \dot{b}$ في ثانى شهر ربيع الاخر سنه احدى وتسعين وسبعمايه وصلى الله على سيد نا محمد واله وصحبه وسلم

عليهما شهد عليهما عارفا شهد عليهما بذلك شهدت ۹ - شهدت عارفا بهما(٢) طاهر بذلك(٤) محمد بن بذلك^(١) كتبه على بهما^(٢)سلطان بن بن علوی محمد ؟ سلیمان بن حسین بن سلیمان بن احمد علی النعمانی شهد " مندی بذلك شهد عندی بذ لك ^a وكتب عنه وكتب عنه شهد بذلك شهد بذلك عندی ^a عندی ^{*a}

اشهد عليهما بذلك کتبه (⁽⁾ علی بن احمد العجلوي شهد عندى بذلك ^a*

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بذلك(

بن عد

شهد لك ^a Haram 315 — Recto

Date: 2 Rabī' al-Ākhir, 791/31 March 1388

- 1 In the name of God, the Compassionate, the Merciful,
- 2 She acknowledged—the chaste (woman) Yulqatlū bint of the late Zayn al-Dīn Maḥmūd ibn al-shaykh Zakariyyā, al-Turkiyya, wife of the one in need of God the Most High,
- 3 Muḥyī al-Dīn Yaḥyā ibn of the late Badr al-Dīn Ḥusayn ibn al-shaykh Zakariyyā, whose father is known as Yīrūwā Shaykh Zāwiyat Muḥammad Bāk in al-Quds al-Sharīf—in conformity with the sharī a
- 4 voluntarily, while she was in a state of sound body and mind, and legally capable of conducting her affairs, that her mentioned husband Muḥyī al-Dīn Yaḥyā, her first cousin, is the closest of her kin, and he is to inherit
- 5 and take possession of all her estate. She has no other heir but him, no one has claim to her legacy but him. He corroborated her in conformity with the sharī'a.
- 6— (She also acknowledged) that she continues to receive from her above mentioned husband (the expenses of) her clothing and maintenance since the time of their marriage and up to the document's date, in conformity with the shar's payment.
- 7— (She acknowledged) that she has no claim on him with regards to previous (expenses of) clothing or maintenance or any remainder of these up to its date. They appointed a deputy to certify that. In regard to this, they were born witness to
- 8 on the second of the month of Rabi' al-Ākhir of the year seven hundred and ninety one. May God bless our master Muḥammad, his family and companions and grant them salvation.
- 9—¹ I was witness to them in regard to this. Written by 'Alī ibn 'Ilwī Muḥammad (...) He was witness in regard to this in my presence *a
- ² He was witness to them, they being known to him. Sulṭān ibn Sulaymān Ḥusayn Written for him He was witness in regard to this in my presence *a

- ³ He was witness to them, they being known to him. Țāhir ibn Sulaymān ibn Aḥmad
 Written for him
 He was witness in regard to this in my presence *a
- ⁵ I was witness to them in regard to this.

 Written by 'Alī ibn Aḥmad al-'Ajlūnī

 He was witness in regard to this in my presence *a
- ⁴ I was witness to them in regard to this.
 - Muḥammad ibn 'Alī al-Nu'mānī
 - He was witness in regard to this in my presence *a

Praise be to God for every condition*b

Let its certification and the decision to act accordingly be witnessed Success is through God*c

Notes to Haram 315 - Recto

- Line 2: The name of the woman is quite unusual. It is more likely that it is a Turkish name since the woman is Turkish.
- Line 3: In order to illustrate that the husband and wife are first cousins, the husband is referred to by the name of the same grandfather. To further clarify the husband's identity, the nickname of his father and his profession are also mentioned. Perhaps the name Yīruwā is Turkish too; the father was the Shaykh of a sūfī zāviya.
- Lines 4-5: The volition clause is carefully stated and the words indicating the wife's acknowledgement that her husband is her sole legal heir are carefully chosen so that all possibilities of ambiguity are removed, and no other person would contest the husband's stated inheritance rights.
- Line 6: It is important for the wife to acknowledge that her husband fulfills his duties towards her, otherwise he might run the risk of losing his inheritance rights to her estate; see U.'Abd-Allāh, Aḥkām al-mawārīth fī al-sharī'a al-Islāmiyya, Cairo, 1957, 117.
- Line 7: The phrase wakkalā fī thubūt dhālik refers to their appointment of an agent to represent them in court in order to obtain a judicial certification to the transaction.
- Line 9: There are five testimonies affixed at the end of the document. In the second and third, it is mentioned specifically that the husband and wife are both known to the witnesses. This may be considered as another emphasis on clarifying the identity of both husband and wife.

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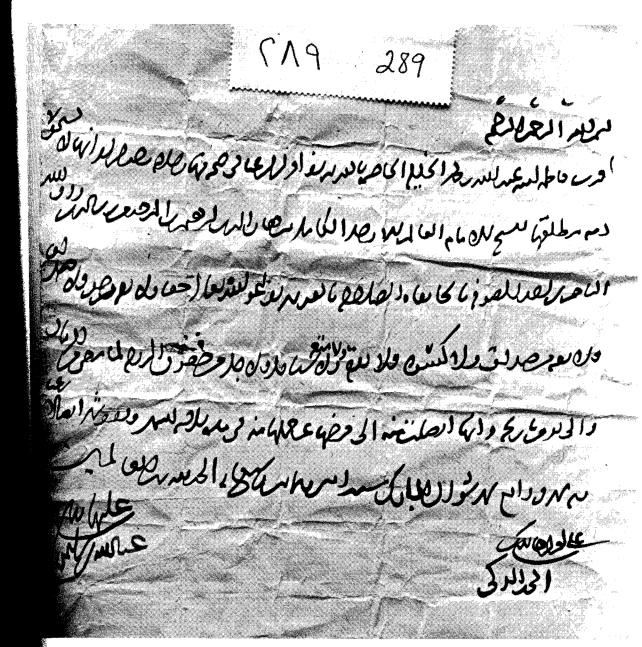
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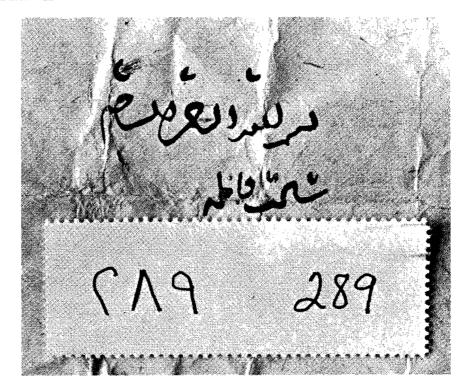
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Recto — Ḥaram Document 289

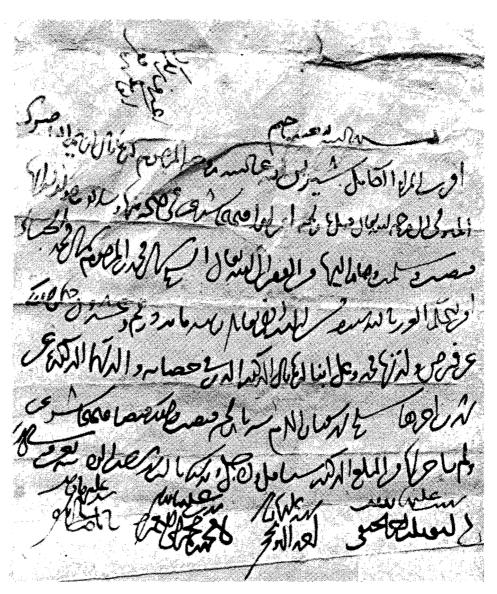


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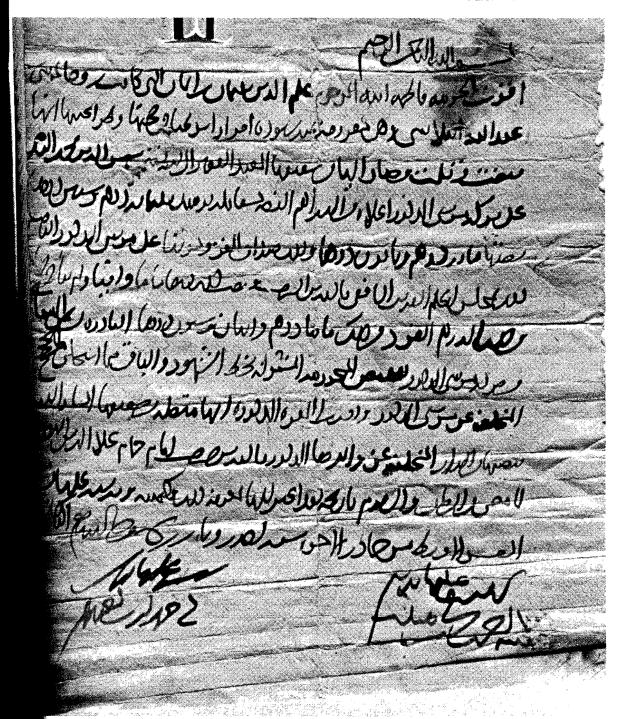


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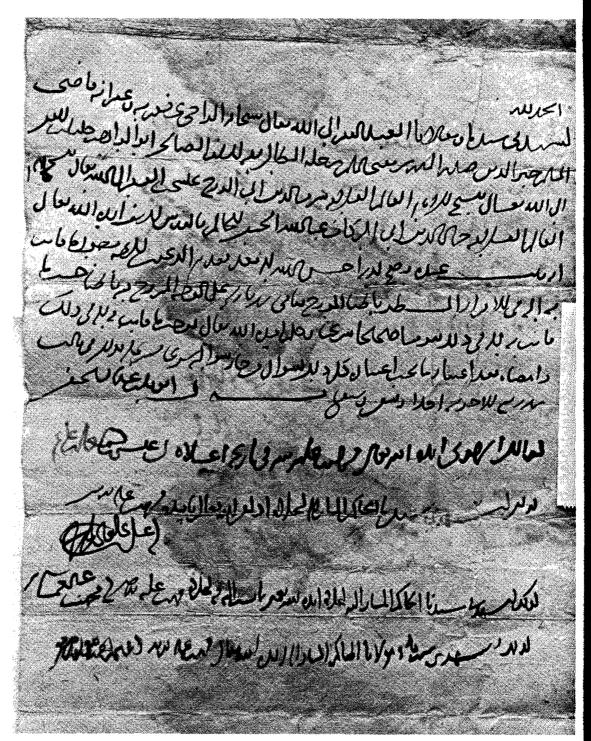
Recto - Haram Document 205

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Verso — Haram Document 315

The judicial proceedings followed in court: $*a \rightarrow *b \rightarrow *c \rightarrow al$ -ishhād on the verso

Unlike the preceding document, *Ḥaram* 287, which also contained a clause on the requirement of a judicial certification of the transaction, this one bears on it the actual judicial registration marks of the qāḍī of al-Quds.

When a party applies to court to certify a written transaction, the latter is supposed to be checked and studied by the court-notary (muwaqqi' al-hukm), before it is handed over to the qādī for his consideration. This is done to save the qādī's time from being wasted on invalid claims and also to answer the qādī's inquiries on any point concerning the transaction or the claim, see al-Asyūṭī, Jawāhir, I, 9. The initial question to be decided by the qādī is whether the claim is legally permissible or not, this judicial proceeding is referred to as taṣḥīḥ al-da'wā. When the claim has been heard in the presence of the qādī and decided upon as being permissible, he inscribes the phrase iddu'iyya bihi, that is, it was claimed, on the right hand corner of the document, this is called 'alāmat al-da'wā, see al-Asyūṭī, Jawāhir, II, 373. In the present document, this 'alāma is inscribed on the verso, and it may be that the qādīs in Syria followed a different practice from that followed in Cairo.

The next step to be undertaken is the testimony of the witnesses to the acknowledger and to the terms of the transaction. After they have affixed their testimonies and signatures, the qādī writes below each testimonial clause and signature, what indicates that the testimony had taken place in his presence with the implication that he accepted their veracity. This is indicated by the clause shahada'indī bidhālik and referred to as al-tarqīm li'l-shuhūd. In the present document we have five tarqīms, one for each witness (see *a). For more details on variations in the text of al-tarqīm, see al-Asyūṭī, Jawāhir, II, 370-371.

Following this, is the qadi's inscription of his 'alāma (which is equivalent to his signature) on the recto of the document on the left side of the basmala. Every qāḍā is supposed to have his own 'alāma which he retains. In the present document, the qāḍā's 'alāma is al-ḥamdu li'llāh 'alā kul ḥāl (see *b). For a more comprehensive treatment of the 'alāma, see R. Veselý, "Die richterlichen Beglaubigungsmittel, Ein

Beitrag zur Diplomatik Arabischer Gerichtsurkunden, 1- 'Alāma,'' Acta Universitatis Carolinae, 8 (1971), 7-23, and al-Asyūṭī, Jawāhir, II, 370.

Then the qāḍā inscribes his judicial decision which is referred to by the term al-tawqī. The text of the qāḍā's tawqī is formulated according to the witnessed terms of the transaction, and it is written on the wide right hand margin of the document just below the basmala, as is the case in the present document. The text runs as follows: liyushhad bithubūtihi wa'l-ḥukm bi-mūjabihi wa bi'llāh al-tawfīq (see *c). The judicial decision embodied in the qāḍā's tawqī is that which affirms the legality of the transaction. The qādā's tawqī in the present case is the certification (thubūt) of the correctness of the transaction, and his decision that whatever is necessitated by the legal effects arising from that transaction is binding (al-ḥukm bi'l-mūjab). For more details, see al-Asyūṭī, Jawāhir, II, 371, and Ibrāhīm, al-tawthīqāt al-shar'iyya, 396, 392, 391.

All the above mentioned judicial proceedings are then duly witnessed in court. Court formalities necessitate that the qāqī first gives permission that testimony may be given to his decision (al-ishhād alā nafsihi). Having obtained the qāqī's permission, the witnesses testify to the judicial proceedings, and the court notary records in writing the entire process. Usually the record of these judicial proceedings is written on the verso of the document and is referred to by the term al-ishhād (the Syrian term) or al-isjāl (the Egyptian term), for more details, see al-Asyūtī, Javāhir, II, 452, 375-376.

It took only one day, after the document was drafted by the notary, to have it certified in court, from the 2nd to the 3rd of Rabī al-Ākhir 791 A.H. This is illustrated by the date of the ishhād on the verso of the document, which we shall examine in the next section of our paper.

Haram 315 — Verso

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٤ - الى الله تعال الشيخ الامام العالم العلامه شرف الدين الى الروح عيسى بن الفقير إلى الله
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العالم العلامة جمال الدين إلى البركات عبد الله الحنفى الحاكم بالقد س الشريف ايده الله تعال

٦ - انه ثبت عنده وصح لديه احسن الله اليه بعد تقدم الد عوى الشرعيه مضمون ما قامت

٧ – به البينه في الأقرار المسطر باطناً المورخ بثاني شهر تاريخه على الوَّجه المشروَّح فيه باطناً حسب ما

٨. - قامت به البينه في ذلك ثبوتا صحيحا شرعيا وحكم ايده الله تعال بموجب ما قامت به البينه في ذلك

9 - وامضاه بعد اعتبار ما يجب اعتباره كل ذلك بسوال من جاز سواله شرعا فشهدت عليه بذلك في ثالث

١٠ – شهر ربيع الاخر سنه احدا وتسعون وسبعمايه كتبه ابو بكر بن عثمان الحنفي

١١ - بذلك أشهد ني ايده الله تعال فشهدت عليه بذلك في تاريخه اعلاه كتبه عيسى بن المعلم غانم

۱۲ - بذلك اشهد نى سيد نا الحاكم المشار اليه اعلاه ادام الله تعال تاييده فشهدت عليه بذلك كتبه على بن علوى محمد (...)

۱۳ - بذلك اشهد نى سيدنا الحاكم المشار اليه اعلاه ايده الله تعال بما نسب اليه فيه فشهدت عليه بذلك كتبه محمد بن على النعماني

1٤ - بذلك اشهد نى سيد نا ومولانا الحاكم المشار اليه ايده الله تعال فشهدت عليه بذلك كتبه على بن احمد العجلوني الشافعي

Ḥaram 315 — Verso Date: 3 Rabī' al-Ākhir 791|1 April 1388

It was claimed (orally)

1 — Praise be to God

2 — I have been caused to bear witness by our master and protector —the servant in need of God the Most High, whose mercy and forgiveness is sought, may He be praised, the Qādī

3 — of the Muslims, Khayr al-Din, the Prime Leader of the Teachers, Mufti of the Muslims, the Destination of the Seekers, the Trust of the Worthy Predecessors, Abū (.....) Khalil ibn of the one who is in need

- 4 of God the Most High, al-Shaykh, al-Imām, the Most Learned Scholar, Sharaf al-Dīn Abī al-Rawḥ 'Īsā ibn of the one who is in need of God the Most High, al-Shaykh,
- 5 the Most Learned Scholar, Jamāl al-Dīn Abī al-Barakāt 'Abd-Allāh al-Ḥanafī—the judge of al-Quds al-Sharīf, may God the Most High support him,
- 6—that he, may God be kind to him, certified & confirmed at his (council), after submission of the claim conforming to the *sharī'a*, the contents of that which
- 7 was established as evidence in the *iqrār* written on the document's recto and which is dated on the second of the month of its date in the manner explained on its recto and according to that which
- 8 the evidence established in this, in a valid and *shar'i* manner. And he, may God support him, issued his decision in accordance to that which the evidence established in this;
- 9 he signed it (the document), after considering everything that should be considered; all this (was done) through the request of that person who is legally permitted to demand a request, so I was witness to him in regard to this on the third of
- one (A.H.). Written by Abū Bakr ibn 'Uthmān al-Ḥanafī.
- II In regard to this, he, may God the Most High support him, caused me to bear witness, so I was witness to him in regard to this on its above mentioned date. Written by 'Isā ibn al-Mu'allim Ghānim.
- In regard to this, our master, the above-mentioned judge, may God the Most High continue to support him, caused me to bear witness, so I was witness to him in regard to this. Written by 'Alī ibn 'Ilwī Muḥammad (....)
- I3 In regard to this, our master, the above mentioned judge, may God the Most High support him, caused me to bear witness to that which was attributed to him in it, so I was witness to him in regard to this. Written by Muḥammad ibn 'Alī al-Nu'mānī.

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ness to to him 14 — In regard to this, our master and protector, the above mentioned judge, may God the Most High support him, caused me to bear witness, so I was witness to him in regard to this. Written by 'Alī ibn Aḥmad al-'Ajlūn al-Shāfi'ī.

Notes to Haram 315 - Verso

Lines 2-5: It is important to observe that the causative form of the verb shahada is used here to convey the idea that it was the qāḍī who called upon the witnesses to witness his judicial decision. Attached to the name of the qāḍī is a long trail of titles and benediction formulas. The identification clauses of Muslim qāḍīs are quite long because there is always mention of the father's and grandfather's names along with their own titles. This may be useful for the historian who is looking for insights into the social background of qāḍīs. From the identification clause we learn that qāḍī Khayr al-Dīn's father and grandfather were both religious scholars, whether they were qāḍīs or not cannot be ascertained, but we know from biographical literature that Muslim qāḍīs frequently came from families of qāḍīs and religious scholars, see J. Escovitz, The Office of Qāḍī al-quḍāt in Cairo under the Babrī Mamlūks, An unpublished Ph. D. Dissertation, McGill University, 1978, 257. Also identification clause provides information on the madhhab of the qāḍī and it specifies whether he is a regular judge or just a deputy.

Lines 6-8: These lines constitute the written record of the oral judicial proceedings concerning the transaction under study and refer to the qādī's thubūt and al-hukm bi'l-mawjib. The term al-bayyina refers to the witnesses who testified to the terms of the written iqrār and without whom the qādī would not give his certification. For more details on the bayyina, see R. Brunschvig, "Bayyina", new Encyclopaedia of Islam, 1150-1151.

Line 9: The phrase dhalik bi-su'āl man jāz su'ālihi shar'an refers to the fact that the ishhād (testimony given to the qāḍī) was written after an oral request was addressed to the qāḍī so that he may give his permission for the witnesses to testify to his judicial proceedings. A fuller text referring to this court formality is in al-Nuwayrī, Nihāyat al-arah, 150 & 152. For other examples of written records of ishhāds or isjāls, see Ibrāhīm, "al-tawthīqāt al-shar'iyya", 300, 303, and Richards, "Documents from the Karaite Community, 105-162.

Line 10: The ishbād written by the court-notary which began with the hamdala in the first line, ends here, by the deposition of his signature. Like qādī Khayr al-Dīn, Abū Bakr, the court notary (muwaqqi al-hukm), belongs to the Hanafī madhbab.

Lines 11-14: These constitute the ishbāds given by the rest of the witnesses. All in all we have five ishbāds, including that of the court-notary. The texts of the testimonial clauses here differ from the previous ones in which the witnesses testified to the women acknowledgers. Al-Asyūtī tells us that if the person testified to is of an important social status, the testimonial clause should indicate that. Thus in the text, indication should be made that it was the qādī who called upon the witness to testify. Also the testimonial clause should refer to the qādī in a manner

commensurate with his status. The text of the testimony in line 12 is a good example of a standard testimony given to the qādī. Although the testimonies of the witnesses are not identically written, they are very similar and probably convey the same meaning, see al-Asyūtī, Javāhir, II, 446.

The witnesses who testified to the judicial proceedings are not necessarily those who testified to the terms of the *iqrār* document. In the present document, only three out of the five original witnesses testified to the judicial proceedings recorded on the verso of the document.

Commentary on Haram 315 — Recto & Verso

We have seen that the earlier igrār documents represented written acknowledgements of the receipt of allowances, bride prices and even a loan. This document represents a different use of the igrār as a legal instrument. The Turkish woman Yulqatlū declares in writing that her husband is her sole legal heir. Here we have an interesting case of inheritance under sharī'a stipulations. According to the sharī'a the widower is entitled to a maximum of one half of the wife's estate. "Where no other relative of the inner family survives, the residue of the estate will pass to relatives of the outer family or in absence of the latter by escheat to the Public Treasury", see N. J. Coulson, Succession in the Muslim Family, Cambridge, 1971, 50. However, in the case we are studying, the husband is also her first cousin and her closest of kin (agrab 'aṣabātihā'). Through the principle of al-radd (under which the residue of inheritance is distributed amongst the blood relatives) he also gets the remaining half of the wife's estate since he is the closest of her kin, ibid., 50. This case of inheritance is called by Muslim jurists: al-irth bi'l-ta' sīb. Being aware of the legal issues involved, the notary of this legal deed placed great emphasis on clarifying the identity of the husband and wife, and on the fact that the former was the sole heir to the wife's estate. Because the igrār of Yulqaṭlū involved a unique case of inheritance, the legal document had to be certified by the qaqi so that the husband's legal right would not be contested in future. Thus unlike the other igrārs dealt with in this paper, the present one is a judicial igrār, witnessed and certified in court. Although the formalistic structure of the present document is similar to the others, it is the judicial registration marks on its recto and the ishhād on its verso that

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really make it different and wealthier in terms of historical information. From the judicial proceedings, recorded on this simple legal document, we can view the sharī'a functioning in practice and we can see how the qāḍī performed his judicial duties in court. Apart from works by Tyan, Ibrāhīm and Vesely, we know little about how the Islamic judiciary actually administered the sharī'a in court; thus any additional information in this line is welcome. To increase our knowledge about how the sharī'a was applied in court and in actual life to meet every day social problems, we should study and compare more judicial documents.

In making any study of the *Ḥaram* collection, one should bear in mind, that it is primarily an historical source material for the city of al-Quds during the period between the fourteenth and fifteenth centuries A.D.

Judging from the point of view of Arabic legal diplomatic, one can safely state that the notaries who composed the *iqrār* documents studied in this paper, have, more or less, followed the rules set by the discipline of documentary practice found in *shurāṭ* works. This was demonstrated through the collation of the theoretical model from al-Asyūṭīŝ' *Jawāhir* with the actual *iqrār* documents written by notaries from the city of al-Quds. As for the judicial proceedings recorded on *Haram* 315, these were also shown to resemble closely those discussed by al-Asyūṭī in his section on *kitāb al-qaḍā*'. The similarity between the model *iqrār* document and our *iqrār* documents is not only in terms of their formalistic structure but also in terms of their legal terminology. Some attempt has been made to illustrate this in the notes to the texts, and, in doing so, we can see how the *sharī* 'a regulations were closely followed in the drafting of a valid legal document.

Despite the fact that a study of the science of Arabic legal diplomatic may ultimately lead to enriching our knowledge of Islamic civilization and its institutions, the student may be also interested in approaching documentary source material in terms of its historical significance. Who were the persons involved in these *iqrār* documents and what was the functional value of these *iqrār* documents in the daily transactions

of the persons involved? The few *iqrārs* studied belonged to women who may have come from the lower and middle income groups of their community. In my mind, most of these *iqrārs* were written as acquittances of debts owed to the women by the husband, brother or the *waqf* official distributing allowances. As was mentioned before, the *sharī'a* was strict about ensuring the economic support of the wife and children. The maintenance allowance was regarded as a debt to be paid by the responsible person. Therefore, it was important for the husband, brother or the *waqf* official to receive a valid written acknowledgement stating that the woman was paid her debt. Of course the fact that a free woman, regardless of her social background, can effect a legal transaction is indicative of the independent legal position she enjoyed in the society.

Even though the igrār documents are directly related to the personal lives of the women involved, they also throw light on other aspects of the social collectivity to which these women belonged. In order to present a general picture of the social background from which the women came, I have made up tables comprising their names, the names of their husbands, their titles and professions (see tables 1 & 2). Generally speaking, the women in the documents appear to come from the average religious and commercial groups of the society. Since they do not seem to hold any profession, their social and economic position rested primarily on that of their husbands, fathers or even brothers. Thus we see the woman married to the merchant referred to in a manner congenial to her husband's social status. It is interesting to observe that the same woman after her husband's death is seen as receiving an allowance from the waqf administered by the judiciary in al-Quds, suggesting that waqf revenues were distributed to well-to-do widows who may have fallen on hard times. The woman married to Mūsā also seems to have come from a middle income group. She appears as inheriting a portion of a house left by her father in addition to having been married to a husband in possession of a modest property. Yulqatlū seems to be a woman who owned some property, since her acknowledgement deed was to be used as an instrument to establish her husband see: ban ibm al-ll wa: a pr

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as her sole legal inheritor. The husband and wife were cousins and seem to have come from a respected religious background, the husband's father is referred to as the Shaykh of a zāwiya. As for Fāṭima ibnat 'Abd-Allāh and Shīrīn, who were married to the same Burhān al-Dīn, both seem to come from a lower social ladder. Burhān al-Dīn was a sūfī as well as a reciter, and thus not expected to have been making a profitable living. Being a needy widow, Shīrīn is seen in the document to be receiving an allowance from waqf revenues.

From table 2, we can see that most of the women and their husbands bore family names referring to towns in close proximity to al-Quds. For instance we have people coming from al-Qalānsuwa (a fortress near Ramla), al-Nāṣira, Ḥamā and al-Khalīl. Only Yulqaṭlū and her husband come from a rather far territory, vaguely referred to with the nisba as Turkī. We cannot determine, at this point, how far al-Quds was a cosmopolitan city attracting people from surrounding territories, until more nisba names found in other Ḥaram documents are surveyed.

Because two out of the five women mentioned in the documents received allowances from waqf revenues, we learn something about waqf administration in the city of al-Quds. For instance, we know that it was the jābī administering the finances of waqf revenues who directly paid the widows their allowances and to whom they made their acknowledgement. Other institutions were also referred to in the documents, for example, we see the brother acting as the wast of the property of his sister's dead husband. In two documents, reference is made to the appointment of a wakil to represent the married couples in court. The shāhid and the qādī, as important institutions in the administration of the shari'a, figure prominently in the documents. The figure of the qāḍī as depicted in one document seems to have commanded respect. This is attested by the long trail of high-flown titles attached to his name and by his religious background. Also the record of his judicial proceedings on the document illustrate that he was the person in command. No procedure is followed without his permission. Interesting to observe is the fact that the qādī and the muwagqi' al-hukm (court witness and assistant to the $q\bar{a}d\bar{t}$) both belonged to the Hanasite madhhab, despite the fact that other Haram documents show that $q\bar{a}dis$ were predominantly Shāsi'ite. Whether a Hanasite court assistant could serve under a Shāsi'ite $q\bar{a}d\bar{t}$ or vice versa is something that may be determined by looking into other similar cases.

The institution of shahāda, being the element that adds validity to any legal transaction, is demonstrated to be an inherent element in all documents under study. As we can see from table 4, the minimum number of witnesses in any document is two, the maximum five. If I have read the names correctly, some seem to have served as witnesses to different transactions and others who served as witnesses appear as qādīs in later transactions. For instance, Ḥamdān ibn Aḥmad appears in Ḥaram 205, dated 781 A.H., as well as Ḥaram 287, dated 787 A.H. Also 'Alī ibn 'Ilwī Muḥammad appears in Ḥaram 184, dated 789 A.H. and Ḥaram 315, dated 791 A.H. 'Isā ibn Ghānim who is one of the witnesses in Ḥaram 315 is seen later in Ḥaram 30 and Ḥaram 335, both dated 795 A.H., as a Shāfi'ī qādī. But in order to determine the background of the shāhid in an Islamic community like al-Quds, all names of witnesses in the Ḥaram documents must be indexed and cross checked—a task outside the scope of this paper.

Despite the limited number of the documents studied and the limited scale of the financial transactions involved, these may still provide us with some information on numismatics. According to our documents (see table 3), the dirham seems have been the predominant currency used in al-Quds, more specifically that in current use in al-Shām (Damascus). Only in the case of Nāṣir al-Dīn, the merchant, is there mention of a different currency, namely, the gold Egyptian Harja dinar. Numismatic information drawn from a wider spectrum of the *Ḥaram* documents may, of course, throw much light on the economic life of the city of al-Quds, of which we know so little, during the medieval period.

The main problem that faces the student in studying such a vast and variegated material like the *Ḥaram* documents is how to make the best use of them. Because the documentary sources do not confine themselves

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Or of Is diffic to particular aspects of an historical period but are rather connected with every walk of life, the need to systematize the historical information contained in them arises. Classifying, editing, translating and analysing the texts are initial steps in this process. A next step may be the break down of the important basic information in the documents by making indexes and tables. These should facilitate the process of organizing the data and relating them to each other. The historical data thus simplified, the student may need to make counter checks with literary and other material historical sources in order to present a more rounded picture of his/her subject of interest.

Only through the repeated attempts of trial and error will the student of Islamic history be able to devise a methodology to approach this difficult but neglected body of historical source material.

HUDA LUTFI

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Table 1

List of Names, Titles and Functions or Professions in the Documents

| Ḥaram | Date | Name | Title | Function/Profession |
|-------|------|--|---|--|
| 205 | 781 | -Fāṭima ibnat 'Alam al-Dīn Sulaymān ibn () | al-Ḥurma | Not mentioned |
| | | –Mūsā ibn 'Abd-Allāh –Shams al-Dīn Muḥammad (brother) | Not mentioned al-Faqīr ilā Allāh ta ^c ālā | al-Wașī |
| 289 | 782 | –Fāṭima ibnat 'Abd-Allāh ibn Muḥam- mad | Not mentioned | Not mentioned |
| | | -Burhān al-Din Ibrāhīm ibn Zayn al- Din Rizq Allāh* | al-Shaykh al-Imām al- Awḥad al-Kāmil | A şūfī in al-Khanqāh al- Şalāḥiyya |
| 287 | 787 | -Fāṭima ibnat Fakhr al-Dīn ibn Zayn al-Dīn 'Umar* | al-Sitt al-Mașūna al- Muḥajjaba | Not mentioned |
| | | -Nāṣir al-Din ibn Muḥammad ibn 'Alā al-Din 'Alī ibn Nāṣir al-Din Muḥam- mad* | nad ibn 'Alā al-Sadr al-Ajall al-Kabī | al-Tājir |
| 184 | 789 | -Fāṭima bint Fakhr al-Dīn 'Uthmān ibn Zayn al-Dīn 'Umar* | al-Sitt al-Mașūna | Not mentioned |
| | | -Nāṣir al-Dīn ibn Muḥammad* -Shams al-Dīn Muḥammad ibn Jamāl al-Dīn 'Abd-Allāh | (al-Marḥūm) al-Shaykh al-Awḥad al- Raḍiyy al Rāḍī | Not mentioned al-Rāʿi Amīn al-Ḥukm al- ʿAzīz wa al-Jābī |
| 108 | 790 | -Shīrīn ibnat 'Abd-Allāh -Burhān al-Dīn Ibrāhīm al-Nāṣirī* -Kamāl Muḥammad ibn Kamāl Muḥam- mad | al-Mar'a al-kāmil (al-mutawaffī) al-Faqīr ilā Allāh Ta'ālā al-Shaykh | Not mentioned Not mentioned al-Jābī Amīn al-Ḥukm al-ʿAzīz |
| 315 R | 791 | -Yulqatlū bint Zayn al-Dīn Muḥammad ibn al-Shaykh Zakariyyā | al-Maṣūna | Not mentioned |
| | | -Muḥyī al-Dīn Yaḥyā ibn Badr al-Dīn Ḥussayn ibn al-Shaykh Zakariyyā | al-Faqīr ilā Allāh ta'ālā | (religious profession?) |
| V | 791 | -Khayr al-Dîn Abū () Khalîl | Sayyidnā wa Mawlānā al- 'Abd al-Faqīr ilā Allāh Ta Qāḍī al-Muslimīn Ṣadr a Mudarisīn Muftī al-Musl mīn Riḥlat al-Ṭālibīn Thi al-Ṣalaf al-Ṣāliḥīn | l- i- al-Ḥākim al-Ḥanafī bi'l- |
| 315 V | 791 | –ibn Jamāl al-Dīn Abī al-Barakāt ʿAbd-Allāh | al-Faqīr ilā Allāh Taʻālā al-Shaykh al-Imām al-ʿĀl al-ʿAllāma | |
| | | –ibn Sharaf al-Dīn Abī al-Rūḥ 'Îsā | al-Faqīr ilā Allāh al- Shaykh al-'Ālim al-'Allā | (religious scholar?) ma |
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^{*} The asterisk denotes namens of people who appear more than once in the documents.

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Table 2

Names of the Women and their Husbands

| Ḥaram | Date | Women | Husbands | Their Nisba Names | |
|---------|------|--|--|----------------------------|--|
| 205 781 | | Fāṭima ibnat 'Alam al-Dīn Sulaymān ibn () | Mūsā ibn 'Abd-Allāh | Not mentioned al-Qalānasī | |
| 289 | 782 | Fāṭima ibnat 'Abd-Allāh ibn Muḥammad | Burhān al-Dīn Ibrāhīm ibn Zayn al-Dīn Rizq-Allāh* | al-Khalīliyya al-Nāşirī | |
| 287 | 787 | Fāṭima ibnat Fakhr al-Dīn ibn Zayn al-Dīn 'Umar* | Nāṣir al-Dīn ibn Muḥam- mad ibn 'Alā' al-Dīn 'Alī ibn Nāṣir al-Dīn Muḥam- mad* | al-Ḥamawiyya al-Ḥamawī | |
| 184 | 789 | Fāţima bint Fakhr al-Dīn 'Uthmān ibn Zayn al-Dīn 'Umar (her father) is Abī al- Aţţār)* | Nāṣir al-Dīn ibn Mu- ḥammad* | al-Ḥamawiyya al-Ḥamawī | |
| 108 | 790 | Shīrīn ibnat 'Abd-Allāh | Burhān al-Dīn Ibrāhīm* | Not mentioned al-Nāṣirī | |
| 315 | 791 | Yulqatlū bint Zayn al-Dīn Maḥmūd ibn al-Shaykh Zakariyyā | Muḥyī al-Dīn Yaḥyā ibn Badr al-Dīn Ḥusayn ibn al- Shaykh Zakariyyā (his father known as Yīrūwā Shaykh zāwiyat Muhammad Bāk) | al-Turkiyya al-Turki | |

Table 3

Amounts of Money and Currencies Used in the Documents

| Ḥaram | Date | Amount | Currency | Representing |
|-------|----------|-----------|---|---|
| 205 | 781 A.H. | 360 | Silver dirhams then in current use | Bride price and clothing expenses of the woman |
| 289 | 782 ,, | Unspec. | Unspecified | Family allowance for 3 1/2 months for one child |
| 287 | 787 " | 40 200 | Gold Egyptian Harja mithqāls/dinars Silver dirhams in current use in al-Shām | Bride price Loan from the husband |
| 184 | 789 " | 375 | Silver dirhams in current use in al-Shām | Family allowance for 3 month for four children from waqf revenues |
| 108 | 790 " | 120 | Dirhams in current use | Family allowance for 2 months for 2 children from waqf revenues |
| 315 | 791 " | Unspec. | Unspecified | Wife's legacy to be inherited by the husband |

Table 4
List of the Names of Shuhūd in the Documents

| Ḥaram | Date | Name |
|-------|------|--|
| 205 | 781 | 1 - Aḥmad ibn Muḥammad () 2 - Ḥamdān ibn (?) Aḥmad ()* |
| 289 | 782 | 1 - Aḥmad al-Dhakī 2 - ʿAbd-Allāh ibn Sulaymān |
| 287 | 787 | 1 - Ḥamdān ibn (?) Aḥmad ()* 2 - Tlwī (?) 'Alī al-Ḥanafī |
| 184 | 789 | 1 - 'Alī ibn 'Ilwī (?) Muḥammad* 2 - Aḥmad ibn Muḥammad al-Muwa'ānī |
| 108 | 790 | 1 - Abū Bakr Aḥmad al-Ḥanafī 2 - Aḥmad () 3 - Muḥammad ibn Muḥammad Zakī al-ʿUmarī 4 - Nāṣir () |
| 315 R | 791 | 1 - 'Alī ibn 'Ilwī Muḥammad (?)* 2 - Sulṭān ibn Sulaymān ibn Ḥusayn 3 - Ṭāhir ibn Sulaymān ibn Aḥmad 4 - Muḥammad ibn 'Alī al-Nu'mānī* 5 - 'Alī ibn Aḥmad al-'Ajlūnī* |
| 315 V | 791 | I - Abū Bakr ibn 'Uthmān al-Ḥanafī (muwaqqi' al-ḥukm) 2 - Isā ibn al-Mu'allim Ghānim 3 - 'Alī ibn 'Ilwī Muḥammad ()* 4 - Muḥammad ibn 'Alī al-Nu'mānī* 5 - 'Alī ibn Aḥmad al-'Ajlūnī al-Shāfi'i* |