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Documents Related to the Estates of a Merchant and His Wife in Late Fourteenth Century Jerusalem

Introduction

The majority of the Ḥaram documents[1] are related in some way to the settlement of the estates of persons who died in Jerusalem during the last decade of the fourteenth century. There are over four hundred estate inventories alone, by which we mean lists of the assets and liabilities of dead or dying persons compiled under the supervision of the Shāfi'ī or Ḥanafī courts, often with the participation of officials of the Public Treasury and the Bureau of Escheat Estates as well as representatives of the Viceroy of Jerusalem. These inventories have been studied in detail, by no means exhaustive, for the purposes of social history by Huda Lutfi in her *Al-Quds al-Mamlūkiyya: A History of Mamlūk Jerusalem Based on the Ḥaram Documents*.[2] In this article I shall study one such inventory in conjunction with other types of court and notarial records from the Ḥaram collection which bear on settlement of the estate in question. While my main purpose will be to elucidate the general process of settling estates in Mamluk Jerusalem through the study of documents, several subsidiary goals will be served. Since so few court and notarial records have survived from the Muslim Middle Ages, those that have are of capital importance *qua* documents from several points of view: language and palaeography, for example, and notarial style. They are also significant, of course, as records of legal transactions and court procedures under Mamluk rule. All these points will be addressed in my commentary and analysis.

The four documents here in question—an estate inventory, a record of sale of objects from the estate, an attestation regarding the disposition of the estates, and a certification of the attestation—are all related to the estates of a merchant and

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[1]The Ḥaram documents consist of approximately nine hundred documents discovered in 1974-1976 in Jerusalem at the Islamic Museum located at al-Ḥaram al-Sharīf. See Linda S. Northrup and Amal A. Abul-Hajj, ″A Collection of Medieval Arabic Documents in the Islamic Museum at the *Ḥaram al-Sharīf*,″ *Arabica* 25 (1979): 282-91; Donald P. Little, ″The Significance of the *Ḥaram* Documents for the Study of Medieval Islamic History,″ *Der Islam* 57 (1980): 189-217, reprinted in idem, *History and Historiography of the Mamlūks* (London, 1986); and idem, *A Catalogue of the Islamic Documents from al-Ḥaram aš-Šarīf in Jerusalem* (Beirut, 1984).

[2](Berlin, 1985).

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his wife, both from Baalbek, who had possessions there as well as in Bekaa, Damascus, and Jerusalem. It is only because this merchant happened to die in Jerusalem that we have any knowledge of his or his wife´s affairs, for the local Shāfi'ī Court, some of whose records have fortuitously survived for five hundred years, became involved in the settlement of their estates. I have chosen this particular case for study mainly because it is an extremely complicated one for which, exceptionally, several documents have survived and thus illustrates the intricacies and efficiency of the legal system in the Mamluk empire, even though, as will be seen, the surviving records are incomplete. But there is another reason for my choice. Three of the documents contain notations of numbers written in the Mamluk version of the *siyāqah* script, which I have gradually learned to read after much trial and, alas, continuing error. Though the *siyāqah* or *siyāqat*, as used by the Ottomans, is well known,[3] its use by Mamluk notaries and chancery scribes has come to light only recently.[4] Pending the publication of a fuller study of the Mamluk *siyāqah*, I would like to share with other scholars what I have learned so far.

Before we plunge into the details of this specific case, it should be helpful to review what is already known about the process of settling estates in Mamluk Jerusalem, drawing on Lutfi´s work and my own. Basically, individuals had three options for arranging the disposition of their estates: wills, estate inventories, or a combination of the two. At an appropriate time a person, whether Muslim or *dhimmī*,[5] could voluntarily draw up a will, in which he or she appointed an executor of the estate and designated bequests, not to exceed a third of the estate (in the case of Muslims), to persons, or charities, other than their legal heirs. Moreover, the testator could include in the will an enumeration of assets and liabilities, a declaration of legal heirs, and special instructions, regarding the funeral, for example, or for the performance of memorial prayers or proxy-pilgrimage.[6] Wills were drawn up in the form of notarized documents and could be certified by a court.[7] After the testator´s death the executor proceeded to distribute

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[3]See Lajos Fekete, *Die Siyāqat-Schrift in der türkischen Finanzverwaltung*, vol. 1: *Einleitung, Textproben* (Budapest, 1955), 13-33.

[4]See Felicitas Jaritz, ″Auszüge aus der Stiftungsurkunde des Sultan Barqūq,″ in *Madrasa, Ḫānqāh und Mausoleum des Barqūq in Kairo*, ed. Saleh Mostafa, Abhandlungen des Deutschen Archäologischen Instituts Kairo, Islamische Reihe, vol. 4 (Glückstadt, 1982), 118, 168-69.

[5]See Donald P. Little, ″*Ḥaram* Documents Related to the Jews of Late Fourteenth Century Jerusalem,″ *Journal of Semitic Studies* 30 (1985): 255-56.

[6]For information on Ḥaram wills see Little, *Catalogue*, 311-17, and Lutfi, *al-Quds*, 30-31. For samples, see Lutfi, *al-Quds,* 61-63 (no. 849), and K. J. Asali, *Wathā'iq Maqdisīyah Ta'rīkhīyah ma'a Muqaddimah ḥawla Ba'ḍ al-Maṣādir al-Awwalīyah* (Amman, 1983), 1:272-73 (no. 501).

[7]Ḥaram no. 55 is an example; *Catalogue*, 313.

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the estate in accordance with the will.[8] If a person did not choose to make a will, and sometimes even when he or she did, the odds were strong that the state would intervene in the disposition of the estate, either before or after the person's death. As is well known, medieval Muslim states in Egypt and Syria maintained a special institution known as Dīwān al-Mawārīth al-Ḥashrīyah (Bureau of Escheat Estates), whose purpose was to insure that the government would receive the residue of estates not exhausted by the claims of legal heirs.[9] The Ḥaram documents afford ample evidence that this Bureau was operative in Mamluk Jerusalem and that its efforts were coordinated with the Bayt al-Māl (Public Treasury).[10] Although we cannot yet be sure whether all residents of Jerusalem of a certain class were subject to an estate inventory conducted under the auspices of these institutions and the courts,[11] the survival of 423 inventories conducted in Jerusalem during the last decade of the fourteenth century indicates that many (including Christians and Jews), if not most, were. These inventories always included an enumeration of assets and liabilities and identification of the heirs, including the Bayt al-Māl if it was entitled to a share. In addition, if the person was still alive when the inventory was made, he or she could designate bequests or, more rarely, appoint an executor.[12] Instances of both dispositions are infrequent but suffice to demonstrate the similarity of estate inventories to wills. Nevertheless, the fact that many of the inventories

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[8]Examples of Ḥaram documents that contain information on the actions of executors include no. 659, a will, with an attestation dated four months later, that the executor had received the proceeds from the estate (*Catalogue*, 315); nos. 102, 184, and 205, acknowledgments that women had received maintenance payments for themselves or their children from executors (*Catalogue*, 195, 199, 203; Huda Lutfi, "A Study of Six Fourteenth Century *Iqrār*s from al-Quds relating to Women," *Journal of the Economic and Social History of the Orient* 26 [1983]: 262-66, 269-73; and Huda Lutfi and Donald P. Little, "*Iqrār*s from al-Quds: Emendations," *JESHO* 28 [1985]: 326-27). See also Ḥaram nos. 500, 625, and 709 (*Catalogue*, 265, 269, and 307-08).

[9]See Hassanein Rabie, *The Financial System of Egypt A.H. 564-741/A.D. 1169-1341* (Oxford, 1972), 127-32; Michael W. Dols, *The Black Death in the Middle East* (Princeton, 1977), 175-81; and Little, "The Jews," 254.

[10]Lutfi, *al-Quds*, 179-83.

[11]Ibid., 18-22; Donald P. Little, "Relations between Jerusalem and Egypt during the Mamluk Period According to Literary and Documentary Sources," in *Egypt and Palestine: A Millennium of Association (868-1949)*, ed. Amnon Cohen and Gabriel Baer (Jerusalem and New York, 1984), 89-93, reprinted in Little, *History and Historiography*.

[12]Examples of bequests: no. 607, published by Lutfi, "A Documentary Source for the Study of Material Life: A Specimen of the *Ḥaram* Inventories from al-Quds in 1393 A.D.," *Zeitschrift der Deutschen Morgenländischen Gesellschaft* 135 (1985): 213-26; also nos. 121, 189, 242, 290, 338, 408, 541, 638, 711, and 715 (*Catalogue*, 71, 201, 89, 97, 99, 175, 215, 150, 239, 221). Executors: nos. 161, 709 (*Catalogue,* 81, 269). In addition, no. 725 (*Catalogue*, 156) cites a will that was prepared three to four months before the inventory was made.

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were made for persons already dead, the frequent presence of military and civilian officials, and evidence from Ayyubid, Mamluk, and Ottoman literary and documentary sources, indicate that estate inventories, unlike wills, were not voluntary or, at least, not always so.[13] In most cases we do not know how the estate was distributed after the inventory was made. Sometimes, when there was a possibility of dispute or settlement had to be delayed for some other reason—the absence of heirs from the locality, for example—the estates were kept under seal or in a court depository. Public sales of chattels were held when necessary to satisfy the claims of beneficiaries, be they Quranic heirs or the Public Treasury.[14] From a few documents we learn that after burial expenses and debts had been settled, the residue of an estate was distributed by an executor if there was one, or by a court,[15] as we shall see in the documents studied in this article. Curiously, the Ḥaram documents make only infrequent reference to the apportionment of estates according to the *sharī'ah* formulae governing shares—the *farā'iḍ*.[16] Nevertheless, the identification of heirs both in wills and in estate inventories and the presence of witnesses appointed by the courts certainly suggest that at some stage the precise share due to each heir would have to be reviewed. Be that as it may, the Ḥaram records do show that the courts continued to oversee the disposition of estates when disputes arose among beneficiaries.

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[13]See Lutfi, *al-Quds*, 13-21. Personally, I find the Ottoman seventeenth century procedures suggestive of what may well have happened under the Mamluks:

"According to Ottoman *qānūn*, when anyone died the treasury had to be notified immediately. A representative of the treasury was sent to the home of the deceased to determine whether the state had any rights over the inheritance (as happened when the deceased left no heirs or if the shares of the heirs did not exhaust the property). The main function of the treasury representative at first was to check the legitimacy of heirs. . . .

"The treasury referred cases in which the state had rights to the *qassām* [apportioner of estates for division]. . . . A committee was then formed, under the supervision of the *qassām*, to survey the estate. The committee was made up of the legal heirs, the representative of the treasury when appropriate, *'udūl* from the court, and *ahl al-khibrah*, whose services were needed for the evaluation or sale of properties. . . .

"The committee began by making a survey of the decedent's estate: personal belongings, commodities and equipment, urban properties, loans outstanding, animals, and slaves. . . ." (Galal H. El-Nahal, *The Judicial Administration of Ottoman Egypt in the Seventeenth Century* [Minneapolis and Chicago, 1979], 47-48). While there were obvious differences between Ottoman and what we believe to be Mamluk procedures, the similarities are striking.

[14]El-Nahal, *Judicial Administration*, 35, and our own document no. 591, below.

[15]E.g., no. 709 (*Catalogue*, 269).

[16]References to the fourth due to a widow and the third set aside for charity and Quran recitations occur in no. 355.

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Against this sketchy background we shall now proceed to examine our specific case by transcribing, translating, and analyzing the documents.

I. Ḥaram document no. 133. 27 x 18 cms. Paper.
Recto. An estate inventory, dated 10 Dhū al-Qa'dah 793/9 October 1391, signed by a judge and containing his judgement, written in the right-hand margin, that the document and its contents are to be certified. See figure 1, p. 181.

Arabic Transcription[17]

١. بسم الله الرحمن الرحيم وبه توفيقي الحمدُ للَّه وَاساله التوفيقَ
٢. بتاريخ عاشر القعدة الحرام سنة ثلاثة وتسعين وسبعمئة حصل الوقوف على رجل ضعيف يسمى شمس الدين محمد بن شمس الدين محمد البعلبكي
٣. الشهير بابن جمال بدار يعرف بعبد الرحمن العتال بحارة المغاربة بالقدس الشريف والذين ذكر انهم يستحقون ارثه شرعا
٤. زوجه الملك بنت حسن بن علي البعلبكيةالحاضرة معه وشقيقاه حسين وستيتة واخوه لامه احمد واخته لامه التي
٥. ولدا محمد العجمي الغا[يب]ون بمدينة بعلبك والذي وجد بالبيت المذكور ضمن كيس اخضر فضة معاملة وضمن كيس ثان حرير
[٧٧٨ درهماً][18]
٦. ذهب افلوري ضمن ورقة عدة وفضة معاملة وبندقية درهم واحد ضمن
[١٦] [٣٤٧ درهماً وربع درهم]
ورقة وضمن كيس ثالث ابيض قطن ذهب
٧. افلورى ضمن ورقة عدة وبندقية ضمن ورقة وفضة معاملة وفضة بيد
[٧] [٧ دراهم] [الف][19]
زوجته المذكورة فيه برسم النفقة [٩١ درهماً]
٨. وذلك بجملته (؟) ذكرت زوجته انه كان مودعا عند شمس الدين الزرعي

[17]Transcriptions generally follow the orthography of the documents with the addition of missing dots and occasional *hamzah*s.

[18]See for a full explanation of the interlinear numbers the list of numerical notations in appendix B, at the end of the article. In the Arabic transcription of the documents the interlinear numerical abbreviations (*siyāqah*) have been transcribed as numbers and are put between square brackets. This has been done for reasons of typography only.

[19]Or: الفا درهم. Our scribe has written an abbreviation resembling either of these words: or .

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التاجر بالقدس الشريف واحضره اليها (؟) تاريخه والذي
٩. وجد عليه ثياب بدنه قميص ابيض كتان وعمامة قطن وقبع وملوطة طرح وحنين طرح وميسر (؟) بحيده صوف
١٠. ازرق على فرو روس وضمن خرقة قطن بيضا عتيقة قميص ابيض كتان وعمامة صغيرة وشاش قطن وحنده طرح
١١. وملوطة طرح وملوطة ثانية طرح وعرقية راس (؟) بيضا وذلك كله في تسليم زوجته المذكورة ضبطه شهوده وتسلمته (؟) بحضرتهم
١٢. وله ايضا عند شهاب الدين احمد بن سناجق التاجر بالقدس الشريف من الدراهم الفضة الجيدة ثلاثة الاف درهم ودعها في مضانه
١٣. بمقتضى مسطور شرعي بشهادة كاتبه وشهاده الشيخ شهاب الدين احمد بن علم الدين سليمان المالكي وضبط ذلك حسب الاذن الكريم
١٤. سيدنا ومولانا العبد الفقير الى اللّه تعالى قاضي المسلمين الشرفي الانصاري الشافعي الحاكم بالقدس الشريف واعمالها
١٥. وسيخ الشيوخ وناظر الاوقاف المبرورات ادام اللّه تعالى تاييده واجزل من فضله مزيده وذلك في تاريخه اعلاه

[a]

١٦. وقفت
١٧. [على] المذكور وشهدت عليه بوراثه
١٨. وعلى زوجته بتسليم الاعيان تم
١٩. كتبه عبد الرحمن الشافعي
٢٠. شهد عندي

[b]

١٦. وقفت على المذكور اعلاه
١٧. شهدت عليه بوراثه وعلى زوجته بتسليم
١٨. الاعيان المذكوره فيه وعلى شهاب الدين
١٩. ابن سناجق بما عينه كتبه
٢٠. عبد الرحمن النقيب الحنفي
٢١. شهد عندي

[c]

١٦. وقفت
١٧. على المذكور وشهدت
١٨. عليه وعلى زوجته
١٨أ. بما نسب اليهما فيه (؟)

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١٩. في تاريخه كتبه عبد الله بن محمد بن حامد تم
٢٠. شهد عندي
[d]
١٦. وقفت على المذكور وشهدت عليه
١٧. بوراثه وعلى زوجته
١٨. بتسليم الاعيان المذكورة
١٨أ. في تاريخه كتبه احمد بن النقيب الحنفي

In the right margin of lines 2-14 is written:
ليشهد بثبوت ما قامت به البينة من اقرار شرعي فيه من العدلة وبالله المستعان
نسختان

Translation

1. In the name of God, the Compassionate, the Merciful, in Whom is my success. Praise be to God, I ask Him for success.
2. On the tenth of the sacred [Dhū] al-Qa'dah 793 [9 October 1391], viewing [the estate of] a weak man named Shams al-Dīn Muḥammad al-Ba'labakkī,
3. known as Ibn Jamāl, took place in a house known as 'Abd al-Raḥmān al-'Attāl's, in the Maghribī Quarter of Jerusalem the Noble. He mentioned that those legally entitled to his inheritance
4. are his wife, Ālmalik bint Ḥasan ibn 'Alī al-Ba'labakkīyah, present with him; his two full siblings, Ḥusayn and Sutaytah; and his brother and sister by his mother, Aḥmad and Altī,
5. the two children of Muḥammad al-'Ajamī, absent in Baalbek. That which was found in the aforementioned apartment is [as follows]: the contents of a green sack: silver in current use; the contents of a second, silk sack:
[778 *dirham*s]
6. Florentine gold in a piece of paper, numbering, silver in current use, and
[16 coins] [347 1/4 *dirham*s]
one Venetian *dirham* in a piece of paper; the contents of a third, white cotton sack: gold,
7. Florentine, inside a piece of paper, numbering, Venetian [*dirham*s?] inside
[7 coins]
a piece of paper, and silver in current use; and silver in the possession of
[7 *dirham*s] [2000 (?) *dirham*s]
his aforementioned wife for the purpose of maintenance: [91 *dirham*s].

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8. All of that, she mentioned, had been deposited with Shams al-Dīn al-Zura‘ī, the merchant in Jerusalem the Noble, and he brought it to her (?) on the date of the inventory. That which
9. was found on him (Shams al-Dīn al-Ba‘labakkī) were the clothes of his body: a white linen shirt, a cotton turban, a skull cap, a *ṭarḥ* cloak, a *ṭarḥ ḥanīn*, a ميسر with a blue wool حيده
10. on a Russian fur; inside an old piece of white cotton there was a white linen shirt, a small turban; a cotton turban wrapping, a *ṭarḥ* حنده
11. a *ṭarḥ* cloak, another *ṭarḥ* cloak, and a white head(?)-cap. All of that was placed in the safekeeping (?) of his aforementioned wife. It was enumerated by the witnesses, and she received (?) it in their presence.
12. Also, he has with Shihāb al-Dīn Aḥmad ibn Sanājiq, the merchant in Jerusalem the Noble, of good silver *dirham*s, 3000, which he deposited in their usual places,
13. in accordance with a legal document witnessed by its clerk and al-Shaykh Shihāb al-Dīn Aḥmad ibn ‘Alam al-Dīn Sulaymān al-Mālikī. That inventory was made with the generous permission of
14. Our Lord and Master, the Servant Needy of God the Exalted, Qāḍī of the Muslims, Sharaf al-Dīn al-Anṣārī al-Shāfi‘ī, Magistrate in Jerusalem the Noble and its districts,
15. Chief Shaykh, and Supervisor of the Blessed Pious Endowments, may God the Exalted perpetuate his support and reward his increase generously from His bounty. That was done on the date mentioned above.

[a]

16. I viewed
17. the aforementioned person and acted as witness to him regarding his heirs
18. and to his wife regarding delivery of the enumerated items. The end.
19. Written by ‘Abd al-Raḥmān al-Shāfi‘ī.
20. He testified before me.

[b]

16. I viewed the person mentioned above
17. and acted as witness to him regarding his heirs and to his wife regarding delivery
18. of the items mentioned therein and to Shihāb al-Dīn
19. ibn Sanājiq regarding his deposition. Written by
20. ‘Abd al-Raḥmān al-Naqīb al-Ḥanafī.
21. He testified before me.

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[c]

16. I viewed
17. the aforementioned person and acted as witness
18. to him and to his wife

18a. regarding what is attributed to them therein

19. on the document's date. Written by ʿAbd Allāh ibn Muḥammad ibn Ḥāmid. The end.
20. He testified before me.

[d]

16. I viewed the person mentioned above and acted as witness to him
17. regarding his heirs and to his wife regarding
18. delivery of the aforementioned items

18a. on the document's date. Written by Aḥmad ibn al-Naqīb al-Ḥanafī.

Right hand margin:

Let there be witnesses to the certification of the evidence established regarding a legal acknowledgment in it by a veracious person. God is the One Whose help is to be sought.
Two copies

Commentary

This estate inventory conforms to one of the five Ḥaram formats for this type of document, the one used most frequently in fact.[20] Its distinguishing characteristic is the use, after the date, of the opening phrase, *ḥaṣala al-wuqūf ʿalá rajul/imraʾah* (viewing of the estate of so-and-so took place).[21] Like the other types of inventories, this one includes the name and physical condition of the person in question; the place where the inventory was made; identification of the legal heirs, their relationship to the person, and their whereabouts; a list of assets and liabilities, including deposits; the name of the official who authorized the inventory; and the witnessing clauses of the witnesses. Although our document does conform to a standard Ḥaram format, it is unusual, being one of the three that were viewed and approved for certification by a judge. In two instances (no. 133, no. 707), the judge signed the document with his motto and added his judgement for its certification by

[20]Of 423 inventories, 322 are written in this format. *Catalogue*, 63.

[21]Specimens of this type of document have been published by Lutfi, *al-Quds*, 37-38 (no. 82); Asali, *Wathāʾiq*, 2:262-69 (nos. 163, 372, 395); Muḥammad ʿĪsá Ṣāliḥīyah, ″Min Wathāʾiq al-Ḥaram al-Qudsī al-Sharīf al-Mamlūkīyah,″ *Ḥawlīyāt Kullīyat al-Ādāb*, *Jāmiʿat al-Kuwayt*, no. 6 (1405/1985), 84-91 (no. 163); and Little, ″The Jews,″ 232-40 (no. 554).

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witnesses.[22] In the third (no. 715) the judge did not sign but certified the transaction anyway, on verso.[23] Curiously, our document no. 133 is apparently incomplete. Normally, as we shall see when we examine no. 355, once a judge had endorsed a document with his motto and called for its certification, a consequential document of certification was written on verso, as is indeed the case with the second such inventory, no. 707.[24] Unless, then, the verso of no. 133 has not been photographed (and I do not believe this to be the case), the process of certification was not completed for some unknown reason. Also unknown is why only three of 423 estate inventories should have been singled out for judicial certification.

Contrary to what I have written elsewhere,[25] references to estate inventories can be found in some of the manuals of the Mamluk period, i.e., handbooks of judicial formularies drawn up for the benefit of notaries and judges. Since one of the aims of studying the Ḥaram documents is to determine the degree of conformity of judicial theory with practice, it will be useful to review what two Mamluk *shurūṭ* manuals record about inventories.[26] Only one of these has been published in full: *Jawāhir al-ʻUqūd wa-Muʻīn al-Quḍāh wa-al-Muwaqqiʻīn wa-al-Shuhūd* (The Nature of Contracts and the Aid of Judges, Notaries, and Witnesses) by Shams al-Dīn Muḥammad ibn Aḥmad al-Minhājī al-Asyūṭī.[27] An Egyptian Shāfiʻī *faqīh* who served a Mamluk amir as notary, al-Asyūṭī completed his manual of legal principles and models to be used in drafting documents in 865/1461.[28] His references to estate inventories come at the end of his chapter on wills, ″Kitāb al-Waṣāyā,″ where he discusses the procedures that should be followed after the death of the testator and the executor has assumed responsibility for the estate. Once a judge has, if necessary, probated the will (*wa-thabata ʻalá al-ḥākim al-sharīʻah al-muṭahharah mā yuʻtabaru thubūtuhu fīhā bi-al-ṭarīq al-sharʻī*) and ″there is need to sequester the estate″[29] in the presence of the witnesses to the will,

[22]Two other inventories were drawn up in a court, before a judge, but were not certified: nos. 500 and 698 (*Catalogue*, 265, 269).

[23]Ibid., 221.

[24]Ibid., 238.

[25]Little, ″Significance,″ 202; *Catalogue*, 59. Cf. Lutfi, *al-Quds*, 67.

[26]Two other Mamluk manuals, which will be cited below, do not mention estate inventories.

[27]Ed. Muḥammad Ḥāmid al-Fiqī, 2 vols. (Cairo, 1375/1955).

[28]Ibid., vol. 1, plate 2 and p. *nūn.*

[29]According to *shurūṭ* formularies for wills, the executor was enjoined to sequester an estate upon the death of the testator so that the proceeds could be used to pay funeral expenses, outstanding debts, legacies, and claims of legal heirs. Ibid., 1:464; Shihāb al-Dīn Aḥmad ibn ʻAbd al-Wahhāb al-Nuwayrī, *Nihāyat al-Arab fī Funūn al-Adab*, vol. 9 (Cairo, 1351/1933), 105; and Muḥammad ibn ʻAlī al-Jarawānī, ″al-Kawkab al-Mushriq fīmā Yaḥtāju ilayhi al-Muwaththiq,″ Cairo, Dār al-Kutub, MS Fiqh Shāfiʻī 892, p. 58.

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or others, ″pending its settlement, a list is to be drawn up of the effects left by the deceased and surveyed by witnesses.″[30] Here the implication seems to be that estate inventories, for al-Asyūṭī, were necessary only when a will existed. Not surprisingly, given the inherent rigidity of formularies, the list should follow a prescribed order, beginning with coinage, identified by type, weight, and number; cloth goods (*qumāsh*), by type and attributes; books, by title and number of parts; weapons; real estate; and instruments of debt. According to al-Asyūṭī, the list, signed by witnesses to the inventory and containing the names and relationships of the heirs, should be kept under lock or seal until such time as the goods were sold or distributed.[31]

The second, unpublished, *shurūṭ* manual, ″al-Kawkab al-Mushriq fīmā Yaḥtāju ilayhi al-Muwaththiq″ (The Resplendent Star for the Needs of the Notary),[32] was also compiled by a Shāfi'ī scholar, Muḥammad ibn 'Alī al-Jarawānī, who, according to Carl Brockelmann, flourished around 788/1386.[33] Al-Jarawānī's references to estate inventories are also subsidiary to a discussion of other matters; they form one of six sections in a chapter on miscellaneous ″Matters from Which a Notary Might Benefit.″ However, unlike al-Asyūṭī, al-Jarawānī did not confine the use of inventories to estates for which there was a will and an executor. On the contrary, he placed his discussion in the context of sales of estates which might be initiated by one of several persons, including ″a judge, the director of the public treasury (*wakīl bayt al-māl*), the trustee of orphans (*amīn al-ḥukm*), or the certified executor of the will (*waṣī thābit al-īṣā*').″[34] Obviously, then, in al-Jarawānī's view an estate was subject to inventory if a public official—each of whom figures in the Ḥaram inventories—or a legally certified executor decided that the estate, or parts of it, should be sold. Such a view, as opposed to al-Asyūṭī's, is somewhat closer to our own characterization of the nature and purpose of the Ḥaram estate inventories insofar as the claims of the Public Treasury are concerned. Nevertheless, the format outlined by al-Jarawānī is very similar to al-Asyūṭī's: ″The inventory of the possessions left behind by the deceased (*ḍabṭ al-mawjūd al-mukhallaf 'an al-mayyit*) will not omit coinage, cloth goods, or anything else, so that everything is enumerated in witnessed documents″ (*awrāq mashhūd fīhā*).[35] In addition to the list of possessions, the document contains identification of the heirs, the names of the witnesses (the executor or other persons), and the place and date of the

[30]Al-Asyūṭī, *Jawāhir*, 1:464.

[31]Ibid., 465.

[32]See note 29 above.

[33]*Geschichte der arabischen Litteratur* (Leiden, 1936-42), S2:271.

[34]Al-Jarawānī, ″al-Kawkab,″ 151.

[35]Ibid., 152.

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inventory. That the inventory was not regarded as an independent document but was drafted as a preliminary record prior to a public sale al-Jarawānī makes clear when he stipulates that each item is to be listed in a specified order ″so that there will be no confusion at the time of viewing [the goods] at the sale.″[36] Furthermore, as will be seen in our discussion of document no. 591 below, both al-Asyūṭī and al-Jarawānī considered estate inventories to be closely related to another type of document, i.e., records of public sales.

A glance at the text of no. 133 and of other published Ḥaram estate inventories shows that they contain all the elements described by the two *shurūṭ* authors, though there are often deviations from the prescribed order of lists. In my view the most persuasive indication that the inventories described by al-Asyūṭī are equivalent in form to those drawn up by the Ḥaram clerks comes in a clause he recommends for inclusion in the document: *wa-ḥuḍūr man sayaḍa'u khaṭṭahu bi-ẓāhirihi min al-'udūl al-mandūbīn bi-dhālika min majlis al-ḥukm al-'azīz al-fulānī fī ta'rīkh kadhā* . . . (in the presence of those witnesses who will place their signatures on verso, delegated by such-and-such court on such-and-such date . . .).[37] Except for the substitution, usually, of *shuhūd* for '*udūl*, and *ākhirihi* for *ẓāhirihi*, the same, or a similar, clause appears on dozens of Ḥaram inventories, though not, unfortunately for our purposes, on no. 133.[38] Thus I would argue that despite deviations from the exact purposes and formats described by the two Mamluk *shurūṭī*s, the Mamluk notaries and clerks of late fourteenth century Jerusalem were clearly not working in a vacuum but were conforming to and adapting practices recommended by jurists. Conversely, one might argue with equal cogency that some of the *shurūṭ* scholars were describing and prescribing practices already in effect to varying degrees in such provincial sections of the Mamluk empire as Jerusalem.

1. *bismillāh* . . . The practice of opening legal documents with pious phrases is commended in Mamluk *shurūṭ* manuals.[39] The same practice was followed in Mamluk chancery documents for what Hans Ernst calls the ″Eingangsprotokol.″[40]

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[36]Ibid.

[37]Al-Asyūṭī, *Jawāhir*, 1:464.

[38]See, e.g., no. 376: *″wa-dhālika bi-ḥuḍūr . . . man yaḍa'u khaṭṭahu ākhirahu min al-'udūl al-mandūbīn min majlis al-ḥukm al-'azīz al-Shāfi'ī bi-al-Quds al-Sharīf . . . fī ta'rīkhih,″* Asali, *Wathā'iq*, 1:266; see also ibid., 264, and 2:35, 39, 44.

[39]Al-Asyūṭī, *Jawāhir*, 1:25; al-Nuwayrī, *Nihāyah*, 9:7.

[40]*Die mamlukischen Sultansurkunden des Sinai-Klosters* (Wiesbaden, 1960), xxv-xxvi; but cf. S. M. Stern, ″Petitions from the *Mamlūk* Period,″ *Bulletin of the School of Oriental and African*

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al-ḥamd lillāh wa-as'aluhu al-tawfīq. This is the *'alāmah* (motto) used in lieu of a signature by the officiating judge who reviewed the transactions described in the document as well as the document itself.[41] It was obviously written by a different hand and pen from those used in the text of the document.[42] This particular *'alāmah* was used by al-Qāḍī Sharaf al-Dīn 'Īsá al-Shāfi'ī,[43] about whom more below. As we have already noted, this estate inventory is exceptional for the very reason that a judge has signed it, signifying here that the document should be certified, as per his judgement (*tawqī'*) written in the right-hand margin (also with a thick pen) and his endorsement of the witnessing clauses at the end of the document. Because, however, the process of certification was apparently aborted for this document, we shall defer discussion of certification until we analyze no. 355 recto and verso below, wherein the process ran full course.

2. *bi-ta'rīkh* . . . This, of course, is the date of the inventory. Unfortunately, we do not know precisely when the person died. Obviously this occurred on or after the date of the inventory, when he was deemed to be *ḍa'īf*, literally ″weak,″ and before the sale of goods from his estate, which took place on 23 Rabī' II 794/17 March 1392, a period of five months.[44]
ḥaṣala al-wuqūf 'alá . . . ; *wa-alladhīna dhakara annahum yastaḥiqqūna irthahu shar'an* (line 3); *wa-alladhī wujida bi-al-bayt* (line 5); *wa-ḍubiṭa dhālika ḥasaba al-idhn al-karīm* (line 13); *wa-dhālika fī ta'rīkhihi a'lāhu* (line 15) are all stock phrases and clauses used routinely in estate inventories.[45]

Studies 29 (1966): 246, and Geoffrey A. Khan, ″A Copy of a Decree from the Archives of the *Fāṭimid* Chancery in Egypt,″ *BSOAS* 49 (1986): 448.

[41]For the use of *'alāmah*s by judges of late Mamluk and early Ottoman Egypt, see Rudolf Vesely, ″Die richterlichen Beglaubigungsmittel: Ein Beitrag zur Diplomatik arabischer Gerichtsurkunden,″ *Orientalia Pragensia* 8 (1971): 12-18.

[42]With what al-Asyūṭī calls ″a thick pen″ *(al-qalam al-ghalīẓ)* (*Jawāhir*, 2:370).

[43]The same *'alāmah* appears on no. 649, published in my ″Two Fourteenth Century Court Records from Jerusalem Concerning the Disposition of Slaves by Minors,″ *Arabica* 29 (1982): 17-28, reprinted in Little, *History and Historiography*. The same document has been published by Asali, *Wathā'iq*, 2:25-27. See also the marriage contract reproduced in *Catalogue*, plate 11. Since the Ḥaram documents originated in the court of this judge, his *'alāmah* appears on several other—as yet unpublished—documents.

[44]Document no. 591, presented below, is a record of that sale.

[45]Cf. Little, ″The Jews,″ 236.

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3. *Ibn Jamāl* not *Ibn Kamāl*.[46] The correct reading is derived from no. 355, line 6, and no. 591, line 3, below. He is further identified as a merchant in the former document.
Ḥārat al-Maghāribah is the famous quarter of Jerusalem adjacent to the Wailing Wall of the Ḥaram, settled since the late twelfth century by immigrants from the Maghrib.[47]

3-5. *alladhīna . . . yastaḥiqqūna . . .* is a clause used to specify the heirs to an estate in accordance with Islamic law. Without going into detail, suffice it to say that Ālmalik was a primary Quranic heir, one of the *ahl al-farā'iḍ*, as wife to Shams al-Dīn. Since he had no descendants, she was entitled to one-quarter of his estate. The uterine brother and sister, as secondary Quranic heirs, would share equally one-third of the estate. The full brother as a secondary male agnate, would inherit as a residuary.[48] In this respect it is interesting that this list of legal heirs differs somewhat from that in no. 355 recto, line 8, where Sutaytah is identified not as a full sibling but only as a half sister to Shams al-Dīn and, like Aḥmad and Altī, one of the children by their mother and Muḥammad al-'Ajamī. This shows how easy it was, and is, for error to creep into legal documents, even certified documents.

5. *al-ghā'ibūn . . .* would probably read *al-ghā'ibīn* if we could restore the missing letters, since this is the form it takes in other Ḥaram documents. Be that as it may, the presence or absence of heirs is usually specified in estate inventories, presumably because this factor would affect the ease with which the estate could be settled and the possibility of intervention by the Bureau of Escheat Estates.[49] In reference to the Ayyubid period S. D. Goitein makes the following point:

> . . . a person whose family was not with him at the time of his demise had to face the dire prospect that his property would be confiscated—a case particularly frequent in Jerusalem where old people used to spend the end of their days in devotion, far away from their families.[50]

wa-alladhī wujida . . . It is noteworthy that the list of Shams al-Dīn's possessions follows the order recommended by al-Asyūṭī and al-Jarawānī

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[46]*Catalogue*, 75.

[47]See Little, "The Jews," 250-51, and Lutfi, *al-Quds*, 246-47.

[48]See N. J. Coulson, *Succession in the Muslim Family* (Cambridge, 1971), 41, 67.

[49]See Little, "Relations," 90; Lutfi, *al-Quds*, 26; S. D. Goitein, *A Mediterranean Society*, vol. 3, *The Family* (Berkeley, 1978), 277-78.

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(coins followed by fabrics), though a cash deposit is added in the end.[51]

al-bayt. Previously, in line 3, the inventory was said to have been conducted in a *dār*. In Ḥaram usage a *bayt* is normally one of the living units comprising a *dār*.

fiḍḍah mu'āmalah is often accompanied in the Ḥaram documents by the name of the mint. Here the term obviously means coinage which was negotiable in Jerusalem at the time and may have included coins from several mints.

sab' mi'ah. Although we shall defer discussion of the *siyāqah* numbers until the commentaries on nos. 355 and 591, here it may be noted that the *siyāqah* figures are usually placed under the objects numbered. But in line 7, the money held by Ālmalik for maintenance is incorporated, in *siyāqah*, into the text, while in line 12, three thousand *dirham*s is spelled out in normal script in the text. In other words, the scribe had considerable latitude in treating numbers in the text of a document.

6. *dhahab iflūrī* refers to florins, to be discussed in relation to Mamluk exchange rates in no. 355 recto, line 5, below.

   bunduqīyah. Although this term sometimes denotes the Venetian ducat,[52] here it clearly means the Venetian silver *dirham*, known to have been in circulation in Mamluk territory.[53]

7. *nafaqah.* Presumably the amount legally due to the wife from the husband as support for food and shelter for a set period of time. The *shurūṭ* manuals often contain a chapter on documents which spell out such arrangements.[54] Many Ḥaram documents relate to *nafaqah*, particularly that due to minors after their father's death.[55]

8. *mūda'an . . .* The depositing of goods or cash for safekeeping with another person was a practice sanctioned by Islamic law. Often a document was drawn up to record this transaction, as, indeed, was the case with another deposit made by Shams al-Dīn to one Ibn Sanājiq (line 13).[56] Perhaps the

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[50]Goitein, *A Mediterranean Society*, vol. 1, *Economic Foundations*, 63.

[51]See pp. 103-4, above.

[52]William Popper, *Egypt and Syria under the Circassian Sultans, 1382-1468 A.D.: Systematic Notes*, part 2 (Berkeley, 1957), 46.

[53]Jere L. Bacharach, "A Study of the Correlation between Textual Sources and Numismatic Evidence for Mamluk Egypt and Syria, A.H. 748-872/A.D. 1382-1468" (Ph.D. diss., University of Michigan, 1967), 229, 375.

[54]E.g., al-Asyūṭī, *Jawāhir*, 2:210-48; al-Jarawānī, "al-Kawkab," 87-89; al-Nuwayrī, *Nihāyah*, 9:125-26. Cf. John L. Esposito, *Women in Muslim Family Law* (Syracuse, 1982), 26-27.

[55]See Lutfi, "*Iqrār*s," 258-69; Lutfi and Little, "Emendations," 326-28.

[56]Al-Asyūṭī, *Jawāhir*, 1:473-74; al-Jarawānī, "al-Kawkab," 60-61. For a specimen of a Ḥaram

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absence of such a document explains why al-Zura‘ī brought the deposits to the house before the death of Shams al-Dīn al-Ba‘labakkī.

Shams al-Dīn al-Zura‘ī al-Tājir is probably the same merchant referred to as Shams al-Dīn Muḥammad ibn Shihāb al-Dīn Aḥmad al-Zura‘ī al-Tājir bi-al-Quds al-Sharīf in two other Ḥaram documents, nos. 17 and 70, both dated 4 Shawwāl 795/13 August 1393.[57] In these he also figures as the holder of a deposit of a person who died in Jerusalem. These two documents are also interesting in that they both record the same transaction, each being drafted and written by a different witness.

9. *malūṭah* is defined by L. A. Mayer as an ″ordinary cloak″ or an ″upper coat with a collar.″[58]

ṭarḥ is a type of cloth, frequently associated with cotton or linen.[59]

ḥanīn. Dozy says that a *ḥanīnī* ″semble être le nom d′un vêtement″![60] In the Ḥaram documents *ḥanīn* is often associated with wool or linen.

9-10. حيده also written as in no. 591, line 29 below, حندا, sometimes in combination with *ḥizām* (waistband, girdle).

11. *fī taslīm* . . . Occasionally the contents of an estate were turned over to an individual or individuals before the estate was settled but after the inventory had been conducted. In no. 524, for example, the goods of a weak woman were in the *taslīm* and *ḥifẓ* of one Ḥājj Mūsá, where *ḥifẓ* would seem to imply safekeeping.[61] But in no. 154 the goods of a dead woman were turned over to two of the heirs.[62] Whether these goods were being held in safekeeping before the final settlement of the estate is not clear. See also documents nos. 173 and 635.[63]

12. *fī maḍānnihi* should probably be read *fī maẓānnihi*, meaning the places where one would expect to find such things. This confusion of *ḍ* and *ẓ* is a rare example of phonological confusion in the Ḥaram documents.[64]

13. *masṭūr* is one of several general terms used for a legal document. *Ḥujjah*, as we shall see in no. 355, is another term frequently encountered in

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wadī‘ah, no. 487, see *Catalogue*, 322.

[57]*Catalogue*, 226, 230.

[58]*Mamluk Costume: A Survey* (Geneva, 1952), 24; cf. R. Dozy, *Dictionnaire détaillé des noms des vêtements chez les arabes* (Amsterdam, 1845), 412-13.

[59]See Little, ″The Jews,″ 236.

[60]*Supplément aux dictionnaires arabes* (Leiden, 1881), 2:230.

[61]*Catalogue*, 136.

[62]Ibid., 179.

[63]Ibid., 85, 149.

[64]See Little, ″Court Records,″ 44.

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Ḥaram documents, as is *maktūb*.[65] This particular *masṭūr* would have contained a *wadī'ah*, a document of deposit.

al-Shaykh Shihāb al-Dīn . . . al-Mālikī may be al-Mawlá al-Shaykh Shihāb al-Dīn al-Mālikī, apparently a court clerk who endorsed the *tawqī'* written on no. 279.[66]

14. *Qāḍī al-Muslimīn al-Sharafī . . .* is the Shāfi'ī judge whose *'alāmah* appears on line 1. Of shady reputation, al-Qāḍī Sharaf al-Dīn Abū al-Rūḥ 'Īsá ibn Jamāl al-Dīn Abī al-Jūd Ghānim al-Anṣārī al-Khazrajī al-Shāfi'ī is the Shāfi'ī judge from whose court the Ḥaram documents are derived. In addition to the offices specified in the document he was Shaykh of the Ṣalāḥīyah Khānqāh.[67] For the title, al-'Abd al-Faqīr ilá Allāh ta'ālá, see commentary on no. 355 verso, lines 2-3 below, and no. 591, lines 6, 13-14 below.

16-21. These lines contain the witnessing clauses of the four witnesses to the documents, each of which is introduced by the clause, *waqaftu 'alá al-madhkūr*. Three of these clauses, [a], [b], and [d], specify that they bore witness to the identification of Shams al-Dīn's heirs and to his wife's receipt of the inventoried goods; [c], however, mentions neither the heirs nor the receipt of goods—only to what was attributed (*bi-mā nusiba ilayhimā*) to the husband and the wife in the document. I cannot account for the discrepancy. In any case these clauses make clear that three aspects of the process were deemed to be legally important by the witnesses: the inventory itself, identification of the heirs, and the *taslīm* of the goods.

It is also noteworthy that three of the clauses, [a], [b], and [c], were endorsed by the judge with the formula, written like his *'alāmah* at the top and his *tawqī'* in the margin, with a thick pen, *shahida 'indī*, rather than the usual *shahida 'indī bi-dhālika*, as in no. 355 below. According to al-Asyūṭī this judicial notation is called in Arabic *al-raqm bi-al-shuhūd*,[68] and signifies that the judge has heard the testimony of witnesses whose legal integrity is known to him:

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[65]Other terms used by notaries are *kitāb, wathīqah, ṣakk*. See Émile Tyan, *Le notariat et le régime de la preuve par écrit dans la pratique du droit musulman*, 2nd ed. (Beirut, 1959), 44.

[66]*Catalogue*, 45.

[67]For other biographical details, see *Catalogue*, 9-10; Little, "Court Records," 24-25; idem, "The Jews," 238-39.

[68]Al-Asyūṭī, *Jawāhir*, 2:370. But not *tarqīm* as in Lutfi, "*Iqrār*s," 281. Cf. the work of still another Mamluk notary in Gabriela Guellil, *Damaszener Akten des 8./14. Jahrhunderts nach aṭ-Ṭarsūsīs Kitāb al-I'lām: Eine Studie zum arabischen Justizwesen* (Bamberg, 1985), 300-302, 366-67.

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> *Raqm* varies in consideration of the testimony of the witnesses. If they are persons whose legal integrity has been confirmed (*al-mu'addalīn*) and who sit in central offices (*marākiz*) according to Syrian practice or in shops (*ḥawānīṭ*) according to Egyptian, the judge notes (*yarqumu*) for each of them who has testified before him (*shahida 'indī bi-dhālika*). If they are not professionals (*al-jālisīn*), but the judge is recognizant of their legal integrity (*'adālah*), he makes the same notation for them. But if he is not cognizant of their legal integrity, he requests attestation to this from an authorized person. If witnesses are accredited in his presence, he notes under the name of each, *shahida bi-dhālika wa-zukkiya.*[69]

In our document it would seem that the judge was cognizant of the integrity of three of the four witnesses. His failure to have the integrity of the fourth attested to (*zukkiya*) may mean simply that he realized that the testimony of three accredited witnesses was more than was required to certify the document.[70]

Margin:

li-yushhada bi-thubūt mā qāmat bi-hi al-bayyinah . . . fī-hi . . . This notation, written with a thick pen, constitutes the third element, along with the *'alāmah* and the *raqm* of a document deemed by a judge to be certifiable. Called a *tawqī'* by al-Asyūṭī, it contains the judge's verdict that witnesses should be called to attest to his opinion that the transactions recorded in the document and, by implication, the document itself are legally valid.[71] As we have already noted, such a document is usually accompanied by a consequential document written on verso, containing the certification, as is the case with no. 355 below. Since no. 133 lacks this element, we shall defer full discussion of the *tawqī'* to the commentary on no. 355.

mā qāmat bi-hi al-bayyinah. See commentary on no. 355, lines 32-33 below.

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[69]Al-Asyūṭī, *Jawāhir*, 2:370.

[70]It is well known that although only two male witnesses were needed to attest to Islamic documents, supplementary witnesses were often produced. See Jeanette A. Wakin, *The Function of Documents in Islamic Law: The Chapter on Sales from Ṭaḥāwī's* Kitāb al-Shurūṭ al-Kabīr (Albany, 1972), 48-49.

[71]Al-Asyūṭī, *Jawāhir*, 2:370-71. Cf. Lutfi, *"Iqrār*s," 282.

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min iqrār shar'ī . . . This reading, along with *min al-'adalah*, is conjectural. If accurate, it refers to what is tacitly the wife's legal acknowledgment (*iqrār*) regarding her husband's estate.
nuskhatān. Many Ḥaram documents bear a notation in the lower right hand margin, close to the right-hand witnessing clause (which I believe to be that of the witness who actually drafted the document), which indicates how many copies were prepared.[72] In fact, al-Nuwayrī notes that it was the practice to make such a notation "next to (*'inda*) the witnessing clause."[73]

II. Ḥaram document no. 591 recto and verso. 27 x 18 cm. Paper.
A record of a public sale, dated 23 Rabī' II 794/17 March 1392, of chattels from the estate of Shams al-Dīn Muḥammad al-Ba'labakkī, authorized by a Ḥanafī judge in Jerusalem.

Arabic Transcription

Recto A. See figure 2, right, p. 182.

١. بسم الله الرحمن الرحيم
٢. مخزومة
٣. مباركة بما ابيع من الحوايج المخلفة عن المرحوم شمس الدين محمد بن شمس الدين محمد بن جمال الدين البعلبكي
٤. بمدينة القدس الشريف المتوفى الى رحمة الله تعالى قبل تاريخه ابيع ذلك في وفا
٥. دين شرعي ثبت في ذمة شمس الدين محمد المسمى اعلاه للجناب العالي المخدومي
٦. الناصري بن الفقير الى الله تعالى القاضى امين الدين ابي الروح
٧. عيسى اعز الله اقضائه بطريق الحوالة الشرعية من خالته المصونة الملك
٨. بنت بدر الدين حسن بن علي بن ابي النور البعلبكي زوجة شمس الدين محمد
٩. المسمى اعلاه بمقتضى مسطور شرعى يتضمن اقرار شمس الدين محمد المذكور اعلاه
١٠. لزوجته الملك المذكورة اعلاه بمبلغ عشرة الاف درهم تاريخ الاقرار ثالث
١١. عشر شوال سنة ثمان وثمانين وسبع مية تاريخ الحوالة من الملك

[72]I have only recently been able to decipher what I refer to as "squiggle" throughout my *Catalogue*.
[73]Al-Nuwayrī, *Nihāyah*, 9:9.

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المذكورة الى بن اختها

١٢. الجناب الناصري من[74] المشار اليه اعلاه على زوجها المذكور اعلاه ثالث عشرى

١٣. صفر سنة تسع وثمانين وسبع مية وثبت مضمون الاقرار لدا سيدنا العبد الفقير

١٤. الى الله تعالى القضائي البدري الرضي الحنفي خليفة الحكم العزيز الحنفي

١٥. بدمشق المحروسة تاريخ الثبوت مستهل الحجة سنة ثمان وثمانين وسبع مية وثبت

١٦. مضمون الحوالة لدا سيدنا ومولانا العبد الفقير الى الله تعالى القضائي

١٧. الشمسي الاخنائي الحاكم بالعساكر المنصورة وخليفة الحكم العزيز

١٨. الشافعي بدمشق المحروسة تاريخ الثبوت ثامن عشري شهر ربيع الاول سنة

١٩. اربع وتسعين وسبع مية واتصل الثبوتين المذكورين اعلاه مجلس الحكم العزيز

٢٠. الحنفي بالقدس الشريف لدا خليفته العبد الفقير الى الله تعالى القضائي التقوى

٢١. الحنفي ايده الله تعالى وابيع ذلك بحضور من وضع خطه من الشهود المندوبين

٢٢. من مجلس الحكم العزيز القضائي التقوي الحنفي المشار اليه اعلاه بتاريخ

٢٣. ثالث عشري شهر ربيع الاخر سنة اربع وتسعين وسبع مية

٢٤. مفصلة من الدراهم

٢٥. شاش قطن بيلون ابيض [٣٨٢ درهماً وربع درهم]

٢٦. [٢٨ درهماً ونصف درهم] [١٦ درهماً وربع درهم]

٢٧. قميصين كتان شاش قطن

٢٨. [١٤ درهماً] [١٦ درهماً ونصف درهم]

٢٩. حندا صوف ازرق حنين طرح بفرو

[74]This word has been crossed out in the document.

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٣٠. بفرو روس مصيص
٣١. [٩٨ درهماً] [٤٥ درهماً ونصف درهم]

Recto B. See figure 2, left, p. 182.

١. حنين طرح ملوطة طرح
٢. [١٦ درهماً] [٢٠ درهماً]
٣. ملوطة طرح ملوطة قضي
٤. [٩ دراهم وربع درهم] [١٦ درهماً]
٥. حندا فضي عباه اكموني
٦. [٣٨ درهماً] [١٥ درهماً ونصف درهم]
٧. عباة ونص عباة بقجة وجوبين
٨. [٩ دراهم] [٤ دراهم ونصف وربع درهم]
٩. سجادة عتيقة بساط عتيق
١٠. [درهمان] [٨ درهماً ونصف درهم]
١١. قبع وثلاث عرقيات لباد وخلق ـــــ؟ـــــ
١٢. [٤ دراهم] [١٤ درهماً ونصف درهم]
١٣. المصروف من ذلك
١٤. فيما يذكر [١٨ درهماً وربع درهم]
١٥. مفصلة
١٦. دلالة بيع حمولة حوايج
١٧. [٦ دراهم] [نصف درهم]
١٨. ثمن ورق شهود بيع ثلاث نفر
١٩. [ربع درهم] [١٠ دراهم]
٢٠. صيرفي
٢١. [درهم ونصف درهم]
٢٢. البارز بعد ذلك بما قبض ذلك جميعه الجناب الناصري المشار
٢٣. اليه اعلاه ثمنه من الدين الثابت حسب ما عين فيه مبلغ
٢٤. وهذه الاعيان هي التي كانت بمودع [٣٦٤ درهماً]
٢٥. الحكم العزيز الشافعي كتبه جمال الدين خليل
٢٦. وحسبني الله ونعم الوكيل

Verso C. See figure 3, right, p. 183.

١. والحمد لله وحده وصلى الله على سيدنا محمد وعلى اله وصحبه وسلم

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Verso D. See figure 3, left, p. 183.

[a]

١. حضرت
٢. بيع القماش المعين باطنا وشهدت على الجناب
٣. الناصري بقبض المبلغ الباقي بعد
٤. المصروف كتبه يوسف بن سليم الحنفي تم

[b]

١. حضرت
٢. البيع على ما شرح فيه باطنا وشهدت على الجناب الناصري بقبض المبلغ
٣. الباقي بعد المصروف
٤. كتبه ناصر بن سالم ــ؟ــ

[c]

١. حضرت
٢. مبيع القماش المذكور باطنا على ما شرح فيه
٣. وشهدت على الجناب المشار اليه بقبض المبلغ
٤. المتاخر بعد المصروف باطنه في تاريخ المبيع
٥. كتبه ابراهيم بن محمد بن حامد

Translation

Recto A

1. In the name of God, the Compassionate, the Merciful.
2. A blessed *makhzūmah*
3. for the sale of chattels left in the estate of the late Shams al-Dīn Muḥammad ibn Shams al-Dīn Muḥammad ibn Jamāl al-Dīn al-Ba‘labakkī
4. in the city of Jerusalem the Noble, who was taken into the mercy of God the Exalted before the date of this document. These were sold in fulfillment
5. of a legal debt, certified as being the liability of Shams al-Dīn Muḥammad, named above, to the High Excellency and Master
6. Nāṣir al-Dīn *ibn* of the Needy of God the exalted al-Qāḍī Amīn al-Dīn Abū al-Rūḥ
7. ‘Īsá, may God strengthen his judgements, by a legal transfer from his maternal aunt, the virtuous Ālmalik
8. bint Badr al-Dīn Ḥasan ibn ‘Alī ibn Abī al-Nūr al-Ba‘labakkī, wife of Shams al-Dīn Muḥammad
9. named above, in accordance with a legal document containing the acknowledgment of the above mentioned Shams al-Dīn Muḥammad

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10. to his wife, the above mentioned Ālmalik, for the amount of ten thousand *dirham*s. The date of the acknowledgment is
11. 13 Shawwāl 788 [7 November 1386], and the date of the transfer from the aforementioned Ālmalik to the son of her sister
12. the Excellency Nāṣir al-Dīn referred to above, from her husband mentioned above, is 23
13. Ṣafar 789 [15 March 1387]. The contents of the acknowledgment were certified by Our Master the Servant Needy of
14. God the Exalted al-Qāḍī Badr al-Dīn al-Raḍī al-Ḥanafī, Deputy Judge of the Esteemed Ḥanafī Court
15. in Damascus the Protected, the date of certification being 1 Dhū al-Ḥijjah 788 [24 December 1386].
16. The contents of the transfer were certified by Our Master and Lord the Needy of God the Exalted al-Qāḍī
17. Shams al-Dīn al-Ikhnā'ī, Magistrate for the Victorious Armies and Deputy Judge of the Esteemed Shāfi'ī Court
18. in Damascus the Protected, the date of certification being 28 Rabī' I
19. 794 [23 February 1392]. The two certifications mentioned above were conveyed to the Esteemed Ḥanafī Court
20. in Jerusalem the Noble, to its deputy the Servant Needy of God the Exalted al-Qāḍī Taqī al-Dīn
21. al-Ḥanafī, may God the Exalted support him. The sale was conducted in the presence of those witnesses who affix their signatures, delegated
22. by the Esteemed Court of al-Qāḍī Taqī al-Dīn al-Ḥanafī referred to above, on
23. 23 Rabī' II 794 [17 March 1392].

24.	Details	*dirham*s
24a.		[382 1/4]
25.	a cotton turban wrapping	a white بيلون
26.	28 1/2 *dirham*s	16 1/4 *dirham*s
27.	two linen shirts	a cotton turban wrapping
28.	14 *dirham*s	16 1/2 *dirham*s
29.	a blue wool اجند	a *ṭarḥ ḥanīn* with a
30.	with Russian fur	*Maṣīṣ* fur
31.	98 *dirham*s	45 1/2 *dirham*s

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Recto B

1. a *ṭarḥ ḥanīn*	a *ṭarḥ* cloak
2. 16 *dirham*s	20 *dirham*s
3. a *ṭarḥ* cloak	a mildewed (?) cloak
4. 9 1/4 *dirham*s	16 (?) *dirham*s
5. a mildewed حندا	a light brown wrapper
6. 38 *dirham*s	15 1/2 *dirham*s
7. one and a half wrappers	a bundle with red kerchiefs
8. 9 *dirham*s	4 3/4 (?) *dirham*s
9. an old prayer rug	an old carpet
10. 2 *dirham*s	8 1/2 *dirham*s
11. a cap and three skull caps	an outer garment and a worn . . .
12. 4 *dirham*s	14 1/2 *dirham*s
13. The expenses for that	
14. as mentioned	18 1/4 *dirham*s
15. Details	
16. sale brokerage	portage of chattels
17. 6 *dirham*s	1/2 *dirham*
18. price of paper	three witnesses to the sale
19. 1/4 *dirham*	10 *dirham*s
20. money changer	
21. 1 1/2 *dirham*s	

22. The balance after that, all of which was received by the High Excellency Nāṣir al-Dīn referred to
23. above, toward the value of the certified debt in accordance with what is specified in the document, is — The amount of
24. These chattels were those in the depository of — 364 *dirham*s
25. the Esteemed Shāfi'ī Court. Written by Jamāl al-Dīn Khalīl.
26. God is my sufficiency. What an excellent Guardian is He!

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Verso C

1. Praise be to God alone. God bless and grant peace to Our Master Muḥammad, his family, and his followers.

Verso D

[a]

1. I attended
2. the sale of the cloth specified on recto and served as witness to the Excellency
3. Nāṣir al-Dīn′s receipt of the amount remaining
4. after expenses. Written by Yūsuf ibn Salīm al-Ḥanafī.
   The end.

[b]

1. I attended
2. the sale as set forth therein on recto and served as witness to the Excellency Nāṣir al-Dīn′s receipt of the amount
3. remaining after expenses.
4. Written by Nāṣir ibn Sālim—?—

[c]

1. I attended
2. the sale of the cloth mentioned on recto as set forth therein
3. and served as witness to the aforementioned Excellency′s receipt of the amount
4. remaining due after expenses on recto on the date of the sale.
5. Written by Ibrāhīm ibn Muḥammad ibn Ḥāmid.

Commentary

As we have seen in the commentary on document no. 133, according to two compilers of Mamluk *shurūṭ* manuals, estate inventories were to be drawn up only in special cases, one of these being when an authorized person decided that goods left in an estate should be sold for some reason or other. Although we have reason to believe that the Ḥaram estate inventories were not so restricted, we need to refer again to the *shurūṭ* manuals on the sale of estates in order to set the present document, a record of the sale of chattels from the estate of Shams al-Dīn Muḥammad al-Ba‘labakkī, in the perspective of Mamluk notaries.

Interestingly enough, the sale, conducted under the auspices of a Ḥanafī court in Jerusalem, was held not to satisfy the claims of the legal heirs but to pay a debt which Shams al-Dīn had owed his wife, Ālmalik, which she subsequently transferred to her nephew, al-Amīr Nāṣir al-Dīn. The sale was not held until five months after the inventory had been made. This delay may be accounted for by one or both of

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two factors. Shams al-Dīn may have died considerably later than the inventory since he was only ″weak″ when it was conducted. But also important is the fact that Nāṣir al-Dīn, in support of his entitlement, had to produce in Jerusalem two documents that had been certified by courts in Damascus. One of these certifications was granted only three and a half weeks earlier. Accordingly we may surmise that some time must have been lost in communications between the two cities.

Recto A

2-3. *makhzūmah mubārakah.* Among the Ḥaram documents there are twenty-three labelled *makhzūmah*s.[75] All of these except one contain itemized records of court-authorized sales of estates of persons who died in Jerusalem. The exception, no. 539, contains an itemized record of crop revenues included in the income of a *waqf*.[76] In addition there are two documents (nos. 530 and 580), among nineteen Ḥaram documents entitled *waraqah mubārakah*, which are written in the same format as the *makhzūmah*s and which also contain records of estate sales.[77] Several of the other *waraqah*s, like the exceptional *makhzūmah*, deal with *waqf* or other types of institutional finances or with estate matters. Thus we can say that a Ḥaram *makhzūmah* is one of two types of documents drafted to record the sale of chattels from an estate, though a *makhzūmah* might be used for other purposes.[78]

All the *makhzūmāt* have the same format.[79] Written on a sheet of paper folded twice vertically in the middle so as to form four narrow pages, each page is divided into two parts divided by a fold. Page recto A begins with a preamble that contains a heading, the name of the owner of the chattels, the names of those who authorized the sale and the beneficiaries of the sale, and other relevant details. On the right-hand half of this page, under

[75]*Catalogue*, 335-47.

[76]Ibid., 338.

[77]Ibid., 347-56.

[78]For reference to a *makhzūmah* produced in a criminal case in Damascus in 682/1283-84, in al-Jazarī′s *Ḥawādith al-Zamān*, see Ulrich Haarmann, *Quellenstudien zur frühen Mamlukenzeit* (Freiburg, 1969), 14. Elsewhere Haarmann points to the similarity between *makhzūmah*s and a Ḥaram *mufradah* containing a list of books and other items sold from a Jerusalem estate: ″Die Leiden des *Qāḍī* ibn aṣ-Ṣā'igh,″ in *Studien zur Geschichte und Kultur des Vorderen Orients*, ed. Hans R. Roemer and Albrecht Noth (Leiden, 1981), 17, and ″The Library of a Fourteenth Century Jerusalem Scholar,″ in *The Third International Conference on Bilad al-Sham: Palestine*, vol. 1, *Jerusalem* (Amman, 1983), 105-10, reprinted in *Der Islam* 61 (1984): 327-33.

[79]For photographs of other *makhzūmah*s see *Catalogue*, plates 13 and 14, and Asali, *Wathā'iq*, 2:162-63 (no. 586), with transcription, 157-61. Lutfi (*al-Quds*, 63-66 [no. 767j]) also transcribes and translates a *makhzūmah.*

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the preamble, there is an itemized list of the objects sold, the price written in *siyāqah* script for each item sold, and, sometimes, the name of the purchaser. This list continues on subsequent pages if necessary and ends with itemized expenses incurred for the sale, with a notation of the net balance. The gross value of the sale is noted on recto A, in the left-hand half of the page, under the preamble. On a separate page, verso D in the present document, the witnessing clauses are written parallel to the center fold. Since verso C was not needed for the list, a pious sentiment was written on it.

Curiously, given the standardization of the Ḥaram *makhzūmah*s, the *shurūṭ* manuals lack formularies precisely corresponding to the practice of the Jerusalem notaries, as, indeed, was the case for the estate inventories. Nevertheless, both al-Asyūṭī and al-Jarawānī discuss similar documents in the context of estate settlement. If, says the former, goods from an estate were sold after probate of the will and drafting of the inventory, documents of sale (*awrāq al-mabī'*) were drawn up. These contained (a) a heading with the name of the deceased; (b) a detailed presentation of the contents of the inventory, including the names of the heirs; (c) the name of the person charged with conducting the sale (e.g., the executor of the will, an heir or his agent) plus the names of the witnesses, broker, and money changer; (d) an itemized list of the goods sold with the price opposite, along with the name of the purchaser and the broker; (e) the expenses incurred in the market, broken down into brokerage, rent, witness fees, etc., along with the balance; and (f) a statement of receipt of the proceeds.[80] In many, if not most, respects, al-Asyūṭī's *waraqat al-mabī'* sounds similar to the Ḥaram *makhzūmah*s, the main difference being that the latter do not contain the names of the purchasers, the brokers, or the money changers. Moreover, the *makhzūmah* for al-Asyūṭī seems to be a distinct document, for he goes on to say, "If the sale was conducted in a single market, a *makhzūmah* should be written for each day of the sale," and given to the executor, "in order to calm his heart."[81] The format of the *makhzūmah* is similar to that of the *awrāq al-mabī'* and should contain (a) the heading (*makhzūmah mubārakah bi-mā buyi'a min tarikat* . . .); (b) the name of the deceased; (c) the name of the executor who undertakes the sale along with the name of the wife of the deceased and her agent; (d) the name of the market where the sale was conducted; (e) a list of the items sold and their

[80]Al-Asyūṭī, *Jawāhir*, 1:465-66.

[81]Ibid., 466.

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price; and (f) itemization of daily expenses subtracted from the total sales.[82] Still another document was to be drawn up summarizing the *makhzūmah*s: a *jāmi'ah mubārakah*.[83]

For al-Jarawānī, too, a *makhzūmah* is one of several documents used in settling estates which required a public sale of chattels left by the deceased. These documents include an estate inventory (*ḍabṭ al-mawjūd al-mukhallaf 'an al-mayyit*), *makhzūmah*s, and a *jāmi'ah mubārakah*. In one passage al-Jarawānī, like al-Asyūṭī, characterizes the *makhzūmah* as a daily record of sale, containing much the same material as al-Asyūṭī's model. However, in a later passage al-Jarawānī briefly describes a *makhzūmat al-mabī'*, which seems to be an independent document, also similar to al-Asyūṭī's model but with the addition of a clause, declaring that the net balance from the sale was divided among the heirs according to their legal shares.[84]

Since al-Asyūṭī's and al-Jarawānī's conceptions of the purpose and content of the *makhzūmah*s are similar, how do we account for the discrepancies between formularies and the Ḥaram *makhzūmāt*? Here we can only speculate, but it is important to recognize that the *shurūṭ* scholars of the Mamluk period did not regard estate inventories or *makhzūmah*s as primary Islamic documents of the same rank as acknowledgments, bills of sale, endowment deeds, marriage contracts, court records, etc. In fact, two authors, al-Nuwayrī and al-Ṭarsūsī, did not mention these two documents at all, and al-Asyūṭī and al-Jarawānī relegated them to chapters on other subjects—wills, for the former, and miscellaneous matters, for the latter. Accordingly we can surmise that an ability to draft estate inventories and *makhzūmah*s was not regarded as essential equipment for a notary, perhaps because they were not rooted in, or justified by, Islamic law. In addition, we should not assume that any of these particular *shurūṭ* works were available to or used by Jerusalem notaries, who may well have been following a local tradition or traditions which may, or may not, have been codified in a manual or manuals. Instead we refer to these four manuals as representative of those compiled under the Mamluks, without knowledge of how widely they circulated. That being the case, and taking into account the short shrift given to estate inventories and *makhzūmah*s, it is surprising that the Ḥaram specimens contain most, if not all, the elements described by al-Asyūṭī and al-Jarawanī.

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[82]Ibid.

[83]Ibid.

[84]Al-Jarawānī, "al-Kawkab," 151, 256.

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makhzūmah mubārakah bi-mā ubī'a min al-ḥawā'ij al-mukhallafah 'an al-marḥūm, the heading of the document, corresponds fairly closely to that recommended by al-Asyūṭī: *makhzūmah mubārakah bi-mā buyi'a min tarikat fulān.*[85]

4-5. *fī wafā' dayn* . . . provides the reason for the sale, i.e., to settle a debt originally owed by the deceased to his wife. Islamic law countenances three types of claims against estates: burial, obligations incurred by the deceased, and succession to his property, in that order of precedence. This means that Shams al-Dīn's debts would have to be paid before his heirs designated in his estate inventory could make a claim on the estate.[86] It is noteworthy, to say the least, that the estate inventory makes no reference to the original debt or to its transfer.

5. *al-Janāb al-'Ālī*, according to al-Asyūṭī, is not a title denoting high rank. It was applied to notables in the non-slave regiment of the Mamluk army, i.e., the Ḥalqah, as well as leading non-commissioned officers and functionaries in the service of Mamluk amirs.[87] Since Nāṣir al-Dīn is further identified in document no. 355 recto, below, as a Ba'labakkī amir, it would seem safe to conclude that he was indeed a member of the Ḥalqah, especially since he was the son of a *qāḍī*. I have not been able to find any references to him or his father in Mamluk chronicles or biographical dictionaries.

   al-makhdūmī is not mentioned by al-Asyūṭī. Al-Qalqashandī states merely that it denotes someone who bears high enough a rank to be served by someone else.[88]

6. *al-Nāṣirī* is the polite, *nisbah*, way of referring to a man who bears the *laqab* (honorific title) Nāṣir al-Dīn. Unfortunately his *ism* (given name) is not mentioned in either document, but his *laqab* is often associated with military officers named Muḥammad and, less frequently, 'Umar.[89]

   al-Faqīr ilá Allāh ta'ālá is a title associated with persons of piety or a pious office but who enjoy no great distinction.[90] The absence of a loftier

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[85]Al-Asyūṭī, *Jawāhir*, 1:466.

[86]Muhammad Abu Zahra, "Family Law," in *Law in the Middle East*, ed. Majid Khadduri and Herbert J. Liebesny (Washington, D.C., 1955), 161-62.

[87]Al-Asyūṭī, *Jawāhir*, 2:590.

[88]*Ṣubḥ al-A'shá fī Ṣinā'at al-Inshā'* (Cairo, 1913-19), 5:27.

[89]Al-Asyūṭī, *Jawāhir*, 2:574-75.

[90]See my "Six Fourteenth Century Purchase Deeds for Slaves from *al-Ḥaram aš-Šarīf*," *Zeitschrift der Deutschen Morgenländischen Gesellschaft* 131 (1981), reprinted in Little, *History and Historiography*, 302.

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title and of mention in literary sources indicates that he was a low-ranking judge. In no. 355 he is further identified as *ibn al-Bayḥānī*, which probably refers to the south Arabian origins of the family, *Bayḥān* being a wadi and territory in Yemen.[91]

7. *al-ḥawālah al-shar'īyah.* A *ḥawālah* is a type of legal document by which one person transfers a debt owed to him or her to the benefit of a third party. Al-Asyūṭī devotes a short chapter to the *ḥawālah*, and al-Jarawānī and al-Nuwayrī discuss it briefly.[92]

9. *masṭūr shar'ī.* See the commentary on line 13 of no. 133, above.

10. *iqrār.* This term, meaning legal acknowledgment, is one we have already encountered in the margin of no. 133 above. Though an *iqrār* normally constitutes an independent document with a distinct format of its own,[93] it frequently forms a constituent part of other types of documents. In fact, al-Nuwayrī's formulary for a *ḥawālah* begins with *aqarra fulān . . . iqrāran shar'īyan. . . .*[94] In the present case, however, the *iqrār* seems to have been an independent document acknowledging Shams al-Dīn's indebtedness to his wife, written on a larger document, referred to here as a *masṭūr* and in no. 355, line 15, as a *ḥujjah.*

13. *thabata* in notarial parlance refers to the process whereby a judge certifies the validity of a document and its content. Thus, in the *tawqī'* written in the margin of no. 133 above, *li-yushhada bi-thubūt mā qāmat bi-hi al-bayyinah . . .* , the judge is calling for witnesses to certify the legal evidence established in the document. We shall discuss this process more fully in connection with no. 355 below.

13-14. *Sayyidunā al-'Abd al-Faqīr ilá Allāh ta'ālá*, according to al-Asyūṭī, is a title used for deputy judges (*khalīfat al-ḥukm*, *nā'ib al-ḥukm*) in Syria as distinct from a longer title used for Egyptian deputies.[95]

14. *al-Qaḍā'ī al-Badarī . . .* refers to al-Qāḍī Badr al-Dīn ibn Sharaf al-Dīn ibn Raḍī al-Dīn al-Ḥanafī, *Nā'ib al-Ḥukm wa-Shaykh al-Ḥanafīyah*, who served as deputy to various judges in Damascus from as early as 784/1382 until his death in 800/1398. He was an acknowledged expert on Ḥanafī

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[91]O. Löfgren, "Bayḥān," *Encyclopaedia of Islam*, 2nd. ed., 1:1132.

[92]Al-Asyūṭī, *Jawāhir*, 1:179-80; al-Jarawānī, "al-Kawkab," 27-28; al-Nuwayrī, *Nihāyah*, 9:17. Cf. A. Dietrich, "Ḥawāla," *EI*^{2}, 3:283.

[93]See Lutfi, "*Iqrār*s," 255-58, and *Catalogue*, 188-89.

[94]Al-Nuwayrī, *Nihāyah*, 9:17.

[95]Al-Asyūṭī, *Jawāhir*, 2:594.

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jurisprudence, Arabic language, Quranic recitation, and other subjects, and taught in at least three *madrasah*s in Damascus.[96]

16. *Sayyidunā wa-Mawlānā*. Oddly enough, this title, as opposed to *Sayyidunā* alone, was used, according to al-Asyūṭī, to differentiate a Chief Qāḍī from a deputy, both in Egypt and Syria.[97] But the former could also be used for ″leaders in knowledge, legal opinion, and instruction″ (*mashā'ikh*), so that the drafter of this document may have bestowed it on this Deputy Qāḍī in this sense, since he identifies him as *khalīfat al-ḥukm* in line 17.

16-17. *al-Qaḍā'ī al-Shamsī* . . . refers to Muḥammad ibn Muḥammad ibn ʻUthmān ibn Muḥammad ibn Abī Bakr ibn ʻĪsá ibn Badrān ibn Raḥmah al-Saʻdī al-Ikhnā'ī al-Shāfiʻī, known as al-Ikhnā'ī, born in 757/1356 and died in Damascus in 816/1413. He served in many judicial and administrative capacities in Gaza, Raḥbah, Zurʻah, Aleppo, Damascus, and Egypt; he also delivered *fatwá*s and taught in a *madrasah* in Damascus. He is known to have been Deputy Qāḍī in Damascus in 793/1391 and 797/1394-1395 in addition to 794/1392 mentioned in the document.[98] In his obituary in *al-Manhal al-Ṣāfī*, Ibn Taghrī Birdī refers to al-Ikhnā'ī as *qāḍī al-quḍāh*.[99]

17. *al-Ḥākim bi-al-ʻAsākir al-Manṣūrah* is probably equivalent to *qāḍī al-ʻaskar*, the judge ″responsible for handling judicial cases which arose while the army was on campaign.″[100] None of the literary sources mentions that al-Ikhnā'ī held this post.

19. *wa-ittaṣala al-thubūtayn* . . . is a stock phrase signifying that a document certified by one court has been conveyed to and received by another court. According to al-Asyūṭī this conveyance could be effected in two ways: (a) by a *kitāb ḥukmī*, a court letter, issued by a judge and addressed to any Muslim judges that might be concerned, containing a summary of a legally certified transaction with the names of witnesses; and (b) by *shuhūd al-ṭarīq*, mobile witnesses, who accompany a claimant from one court to another in order to testify to the certification of the contents of a document issued by the former. Al-Asyūṭī asserts that judicial letters are little used at present, their effectiveness having atrophied, but produces, nevertheless, formularies

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[96]Ibn Qāḍī Shuhbah, *Tārīḫ Ibn Qāḍī Šuhba*, ed. Adnan Darwich (Damascus, 1977), 1:686-87.

[97]Al-Asyūṭī, *Jawāhir*, 2:594. Cf. no. 133, line 14 above.

[98]Ibn Qāḍī Shuhbah, *Tārīḫ*, 1:388, 544, 545; Ibn Taghrībirdī, *al-Nujūm al-Zāhirah fī Mulūk Miṣr wa-al-Qāhirah* (Cairo, 1971), 14:125.

[99]Gaston Wiet, *Les biographies du Manhal Safi* (Cairo, 1932), 351.

[100]Joseph H. Escovitz, *The Office of Qâḍî al-Quḍât in Cairo under the Baḥrî Mamlûks* (Berlin, 1984), 187.

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to be followed by both the original and the recipient judges.[101] The fourteenth-century Ḥanafī judge of Damascus, Najm al-Dīn al-Ṭarsūsī, also produces formularies for correspondence between *qāḍī*s regarding legal transactions that transpired in their courts.[102] In the present document there is no indication as to the method of transfer.

20-21. *al-Qāḍī al-Taqawī* . . . refers to al-Qāḍī Taqī al-Dīn Abū al-Anṣāf wa-Abū Bakr ibn Fakhr al-Dīn Abī ʻAmr ʻUthmān ibn Ṣalāḥ al-Dīn Abī al-Khayrāt Khalīl al-Ḥanafī. According to the historian Mujīr al-Dīn al-ʻUlaymī, Taqī al-Dīn was known to have been serving as Deputy Ḥanafī Qāḍī in Jerusalem in the year 796/1394 and thereafter.[103] This document establishes, of course, that he held that position as early as 795.

25. *shāsh quṭn.* It is interesting to compare the items contained on this list with those included in the inventory (no. 133) of Shams al-Dīn′s estate compiled five months earlier, recalling that the latter goods had been placed in the *taslīm* (safekeeping?) of his wife. Although all of the items in the inventory, except two turbans, are listed among the goods sold, the *makhzūmah* records several items sold that do not appear in the inventory: two rugs, for example, and several garments (two *ḥanīn*s, two *ʻabā'ah*s, a *shāsh*, etc.). Why? The simplest explanation is that the inventory was not accurate; for some reason or another, the witnesses failed to record all the possessions that showed up later at the sale. But it should also be recalled that we do not know when Shams al-Dīn died so that some of these possessions may have been acquired during the interval between the inventory and his death. Noteworthy, too, is the fact that we learn nothing from the *makhzūmah* about the various amounts of cash mentioned in the inventory as belonging to Shams al-Dīn.

بيلون is perhaps Persian *pīlavan*, ″a fine and costly silk.″[104] In context this seems more likely than *biliyūn*: bucket.[105] But my reading is conjectural.

لير The *makhzūmah* offers arithmetical difficulties associated with the use of the Mamluk *siyāqah.* Every Ḥaram *makhzūmah* drawn up for the sale of an estate contains five sets of computations in a standardized format: (a)

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[101] Al-Asyūṭī, *Jawāhir*, 2:403-5.

[102] Guellil, *Akten*, 217-18.

[103] *Al-Uns al-Jalīl bi-Ta'rīkh al-Quds wa-al-Khalīl* (Amman, 1973), 2:218.

[104] F. Steingass, *A Comprehensive Persian-English Dictionary* (London, 1892), 269, transliterated as *pelawan*.

[105] Dozy, *Supplément*, 1:137.

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the price paid for each item, written under the item; (b) the total paid for all the items, written at the bottom left of the text of the *makhzūmah* preamble; in the present document this total appears on recto A, line 24; (c) the total expenses incurred in the sale, written immediately after the itemized sales: recto B, lines 13-14; (d) an itemization of the expenses, written under the total, i.e., following (c); (e) the balance remaining from the sale after the subtraction of the expenses, written to the left of the concluding text of the *makhzūmah*: recto B.

The presence of these computations provides a useful, but frustrating, check on our decipherment of the *siyāqah* numbers. Frustrating, because it is often the case that all the numbers cannot be reconciled with the totals because of errors made by the clerks in writing them or by us in trying to read them. In the present document there is no difficulty in reading (e), the balance of 364 *dirham*s, or (c), the total expenses of 18 1/4, which when added give 382 1/4. Nor is there any problem in reconciling the itemized expenses, which clearly add up to 18 1/4 *dirham*s. The trouble lies in reconciling the individual sales with the total (b). This figure looks very much like 382 1/4 *dirham*s, but if one calculates the sum of the individual prices, they add up to only 381 1/4 *dirham*s. Therefore, either the scribe, or we, have apparently made an error. Additional details on the *siyāqah* are provided in the commentary on no. 355, lines 42-46 below, and in Appendix B.

29. حندا Note that here this word is written with a dot over the second ligature, unlike recto B, line 5, and no. 133, lines 9, 10: حـيـدة. Moreover, in no. 721, line 6, the word is clearly written جندا.[106]
30. *Maṣṣīṣ* refers to the Anatolian town known in Arabic as al-Maṣṣīṣah. ″A speciality of the town was the valuable fur-cloaks, exported all over the world.″[107]

Recto B

3. قـضـي I read as *qaḍī*, which, when applied to a garment, means ″old and worn out . . . from being long moist and folded.″[108] *Fiḍḍī* is also a possibility, meaning sky blue.[109]

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[106]*Catalogue*, 179.

[107]E. Honigman, ″al-Maṣṣīṣa,″ *EI*^{2}, 6:778.

[108]Edward W. Lane, *An Arabic-English Lexicon* (1885; reprint, Beirut, 1985), 7:2537.

[109]Dozy, *Supplément*, 2:273.

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5. *akmūnī* I believe to be the Persianized form of *kammūnī*, meaning cumin colored.[110]
7. *jūbīn* is probably Persian *chubīn*, ″a red kind of kerchief tied over the head.″[111]

24-25. *bi-mawda‘ al-ḥukm al-‘azīz* refers to the depository of the Shāfi‘ī Court in Jerusalem, to which there are many references in the Ḥaram documents.[112] In this depository money and goods were kept under the jurisdiction of the Shāfi‘ī judge until they could be turned over to whoever was legally entitled to them. Thus it would seem that after the inventory of Shams al-Dīn′s estate was made, his possessions were held temporarily in safe-keeping by his wife. At some point, perhaps at his death, they were consigned to the Shāfi‘ī Court and held in its depository until the sale was held, interestingly enough, under the jurisdiction of the Ḥanafī Court.

26. *wa-ḥasbunī* . . . Al-Asyūṭī comments on the meritorious and traditional practice of ending documents with *al-ṣalāt ‘alá al-nabī*, followed by the *ḥasbala*.[113] In our document the former phrase is written on the otherwise blank verso C.

Verso D

All three witnessing clauses are phrased in such a way as to record the witnesses′ testimony to the legality of two transactions set down in the document: (a) the sale itself and (b) Nāṣir al-Dīn′s receipt of the proceeds.

III. Ḥaram document no. 355 recto and verso. 76 x 28 cms. Some holes.
Recto. An *ishhād* (of attestation), dated 24 Jumādá I 795/7 April 1393, calling for witnesses to and certification of Nāṣir al-Dīn′s receipt of amounts held by the Shāfi‘ī Court Depository in Jerusalem, due to him from the estates of Ālmalik and Shams al-Dīn. Like no. 133 recto, the document has been signed by a judge and contains his judgement, written in the right margin, that the document and its contents are to be certified. See figure 4, p. 184.[114]

Arabic Transcription

Lines 1-13. See figure 5, p. 185.

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[110]See Steingass, *Dictionary*, 90 for *akmūn*.

[111]Ibid., 402.

[112]See *Catalogue*, index iv, ″deposit.″

[113]Al-Asyūṭī, *Jawāhir*, 1:25.

[114]Unfortunately there is no photograph of the entire recto. Figure 4 is a montage of figures 5-11.

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١. بسـ[ـم] اللّه الرَحمن الرَحيم الحمدُ للّه علّى نعمه
٢. اشهد عليه الجناب الكر[يم المو]لوى الا[مير]ى [الكبير]ى الناصري ناصر الـ[ـدين ابن العبد الفقير] الى الله تعالى القاضي امين الدين عيسى ابن المرحوم
٣. البيحانى احد الامرا البعلبكية الحاضر يومئذ بالقدس الشريف اعز الله نصرته وهو معروف عند شهوده انه قبض وتسلم وصار اليه من مقبض شرعي
٤. ما كان مودعا بمودع الحكم العزيز الشرفي الشافعي بالقدس الشريف وهو من الدراهم الفضة المتعامل بها يومئذ بالشام المحروس الف درهم
٥. واحدة وسبعماية درهم واربع وتسعين درهما ونصف وربع درهم ومن الذهب الافلوري عشرة شخوص مصارفها ماية درهم وخمسة وتسعون درهما
٦. وذلك من تركة شمس الدين محمد ابن محمد بن الجمال التاجر البعلبكي ومن تركة الملك بنت بدر الدين حسن بن ابي النور البعلبكية زوجة شمس الدين المذكور
٧. بحكم وفاة شمس الدين محمد المذكور الى رحمة الله تعالى بالقدس الشريف وانحصار ارثه شرعا في زوجته الملك المذكورة وشقيقه عز الدين حسين واخوته
٨. لامه شهاب الدين احمد والتي وستيته اولاد محمد بن ابراهيم العجمي الغايبين عن القدس الشريف ثم توفيت الملك المذكورة وانحصر ارثها شرعا في اخوتها
٩. العشرة ستيتة والتي واسن وست الوزرا وفاطمة اشقاها ومحمد الكبير المعروف بالاول [و]محمد الاوسط المعروف بالثاني ومحمد الصغير
١٠. المعروف بالاخر واسما ومغل لابيها من غير شريك ولا حاجب بمقتضى محضر شرعي تاريخه ا[لعشر] الاوسط من محرم سنة اربع وتسعين وسبعماية ثابت مضمونه
١١. لدى العبد الفقير الى الله تعالى اقضى القضاة تقي الدين ابي العباس احمد ابن المنجا الحنبلي الحاكم بدمشق المحروسة بمقتضى الاشهاد بظاهر المحضر تاريخه سادس عشر
١٢. الشهر المذكور متصل ثبوته بمجلس الحكم العزيز الحنفي بالقدس الشريف لدى اقضى القضاة تقي الدين ابي الانصاف ابي بكر خليفه الحكم العزيز الحنفي بالقدس الشريف بمقتضى الاشهاد
١٣. المورخ بتاسع عشر شهر ربيع الاخر سنة خمس وتسعين وسبعماية

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واتصل ثبوته بسيدنا ومولانا العبد الفقير الى الله تعالى قاضي المسلمين شرف الدين ابي الروح عيسى

Lines 14-24. See figure 6, p. 186.

١٤. ابن العبد الفقير الى الله تعالى جمال الدين مفتي المسلمين ابي الجود غانم الانصاري الشافعي الحاكم بالقدس الشريف واعمالها وشيخ الشيوخ وناظر الاوقاف المبرورة ايده الله تعالى

١٥. بمقتضى الاشهاد المورخ بالرابع والعشرين من جمادى الاولى سنة خمس وتسعين وسبعماية وبمقتضى حجة شرعية تاريخها ثالث عشر شوال سنة ثمان وثمانين وسبعماية يتضمن اقرار

١٦. شمس الدين محمد بن محمد بن الجمال المذكور اعلاه ان في ذمته بحق صحيح شرعي لزوجته الملك المذكورة اعلاه عشرة الاف درهم وبها فصل حوالة تاريخه

١٧. ثالث عشري صفر سنة تسع وثمانين وسبعماية يتضمن الاشهاد على الملك المذكورة انها احالت ابن اختها الجناب الناصري القابض اعلاه على زوجها المذكور اعلاه

١٨. بالمبلغ المقر لها في اعلاه في الحجة المذكورة حوالة صحيحة شرعية وقبول المحتال الحواله قبولا شرعيا وثبتت الحجة لدا العبد الفقير الى الله تعالى اقضى

١٩. القضاة بدر الدين ابن الرضي الحنفي خليفه الحكم العزيز بدمشق المحروسة بمقتضى الاشهاد المورخ بمستهل الحجة سنة ثمان وثمانين وسبعماية وثبت

٢٠. فصل الحواله لدا العبد الفقير الى الله تعالى اقضى القضاة شمس الدين الاخنائي الشافعي خليفه الحكم العزيز بدمشق المحروسة بمقتضى الاشهاد المورخ بثامن عشري

٢١. شهر ربيع الاول سنة اربع وتسعين وسبعماية واتصل ثبوت الحجه والحوالة باقضى القضاة تقي الدين ابي الانصاف ابي بكر الحنفي خليفة الحكم العزيز بالقدس

٢٢. الشريف بشهادة من يعين ذلك في شهادته اخرا ممن حضر مجلس حكمه من العدول حين الاشهاد عليه بالثبوت المذكور واحضر القابض المذكور اشهادا شرعيا

٢٣. مورخا بحادي عشري محرم سنة اربع وتسعين وسبعماية يتضمن اقرار محمد الثاني اقرارا صحيحا شرعيا في صحة منه وسلامة وجواز امر

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ان الجناب الناصري

٢٤. القابض اعلاه يستحق قبض ما جره الارث الشرعي الى المقر من اخته الملك وما جره الارث الشرعي اليها من زوجها شمس الدين محمد بن الجمال المذكور اعلاه

Lines 25-34. See figure 7, p. 187.

٢٥. من قماش واثاث وذهب وزركش ولولو ومصاغ وديون شرعية ومال حاصل وغير ذلك مما هو بدمشق وبعلبك وبمودع الحكم بالقدس الشريف

٢٦. ومن الزبيب والحبهان وغيره المعروف بينهما المعرفة الشرعيه وبذيله وكالة شرعية تاريخها رابع محرم سنة اربع وتسعين وسبعماية تتضمن وكالة وزرا

٢٧. وفاطمة وستيته ومحمد اولاد حسن للجناب الناصري القابض اعلاه في المطالبة بما يخص الموكلات الثلاثة وما يخص اليتيم محمد الصغير المعروف

٢٨. بالاخر اخيهم لابيهم المستمر تحت وصية الموكل الرابع من تركة اخته الملك المذكورة وقبض ذلك وقبول الوكيل ذلك قبولا شرعيا ثابت

٢٩. مضمون الاقرار ومضمون الوكالة لدا العبد الفقير الى الله تعالى اقضى القضاة تقي الدين ابن مفلح الحنبلي الحاكم بدمشق المحروسة بمقتضى

٣٠. اشهاد شرعي تاريخه رابع شهر ربيع الاخر سنة اربع وتسعين وسبعماية واتصل ثبوته باقضى القضاة تقي الدين ابي الانصاف ابي بكر الحنفي خليفة

٣١. الحكم العزيز بالقدس الشريف بتاريخ ثامن عشر شهر ربيع الاخر المذكور واتصل ثبوت ذلك بمجلس الحكم العزيز الشرفي الشافعي الحاكم بالقدس الشريف المشار

٣٢. اليه اعلاه ايده الله تعالى بتاريخ الرابع والعشرين من جمادى الاولى سنة خمس وتسعين وسبعماية وقامت عنده بينة شرعية ان الموكل عن اليتيم المذكور

٣٣. وصي على اليتيم حين التوكيل مستمر الوصاية وقامت بينة شرعية عنده ان محمد الكبير المعروف بالاول واختيه لابيه اسما واسن اولاد المرحوم

٣٤. بدر الدين حسن ابن ابي النور وشقيقتهم التي اقروا في صحة منهم وسلامة وجواز امر في العشر الاول من صفر سنة خمس وتسعين وسبعماية

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Lines 35-43. See figure 8, p. 188.

٣٥. ان الجناب الناصري المشار اليه اعلاه يستحق قبض ما جره الارث الشرعي اليهم من تركة اختهم لابيهم الملك المذكورة اعلاه مما خلفته ومما انتقل اليها

٣٦. بالارث الشرعي من تركة زوجها المذكور اعلاه بحق الربع من قماش واثاث وذهب وفضة ولولو وزركش و مصاغ ونحاس وديون ومال حاصل

٣٧. واملاك مما هو مخلف بدمشق وبعلبك وبقاع بعلبك والقدس الشريف وهو معلوم لكل منهم استحقاقا صحيحا شرعيا من وجه صحيح شرعي انتقل

٣٨. اليه بناقل شرعي يسوغه الشرع الشريف وحلف المقر له الجناب الناصري بالله العظيم اليمين الشرعية المعينة في الحكم على الغايب على ذلك وثبت

٣٩. الاقرار والحلف لدى سيدنا القضائي الشرفي الشافعي الحاكم بالقدس الشريف المشار اليه ايده الله تعالى بمقتضى الاشهاد عليه المورخ بالرابع والعشرين من

٤٠. جمادى الاولى سنة خمس وتسعين وسبعماية فلما ثبت ذلك جميعه واتصل ثبوته بمجلس الحكم العزيز الشرفي الشافعي الحاكم بالقدس الشريف المشار اليه ايده الله تعالى

٤١. وساغ للجناب الناصري المذكور فيه قبض المبلغ المذكور اعلاه قبض ذلك قبضا كاملا تاما وافيا بحضرة شهوده ومعاينتهم ذلك وجملة ذلك بما فيه من مصارفه ذهب

٤٢. من الدراهم الفضة المتعامل بها يومئذ بالشام المحروس الف درهم واحدة وتسعماية درهم وتسعة وثمانون درهما ونصف وربع درهم وذلك من التركتين

Lines 43-49. See figure 9, p. 189.

٤٣. المذكورتين من جملة سبعة الاف درهم وسبعماية درهم وتسعة وثمانين درهما تفصيله من تركة شمس الدين الزوج المذكور ومن تركة الملك

[٥٧٠٧ دراهم ونصف وربع درهم][115]

[115]Although the notation interpreted here as 700 looks more like *tis'ūn* than *sab'a*, I have forced the latter reading in order to reconcile the arithmetical computation. In any case the notations for *sab'a* and *tis'a* are often difficult to distinguish from each other.

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المذكورة انصرف من تركة الملك
[٢٠٨١ درهماً وربع درهم]

٤٤. تجهيز ودين ام محمد والثلث الموصى به صدقة وختمات شريفة بالقدس [٥٠ درهماً] [٥٠ درهماً]

الشريف البارز بعد ذلك من ذلك ما قبضه الجناب الناصري قبل تاريخه [٦٣٣ درهماً ونصف وربع درهم] [٧٠٥٥ درهما وربع درهم]

بمقتضى اشهاد من ابن سناجق من تركة

٤٥. شمس الدين وثمن الاعيان من تركة شمس الدين ايضا وما قبضه من [٣٠٠٠ درهم] [٣٦٤ درهما وربع درهم]

تركة الملك ثمن حوايج مباعة قبل تاريخه وبقية المبلغ ما قبضه من [١٧٠٨ درهم وربع درهم][116]

مودع الحكم العزيز الشافعي بالقدس الشريف المعين اعلاه

٤٦. وذلك من تركة شمس الدين المذكور ومن تركة الملك واقر الجناب [١٨٤٣ درهما ونصف درهم] [١٤٦ درهما وربع درهم]

الناصري المشاراليه اقرارا صحيحا شرعيا طوعا واختيارا في صحة منه وسلامة و جواز امر انه اتصل

٤٧. الى جميع ما عين اعلاه وانه لم يبق يستحق بعد ذلك بمودع الحكم العزيز المشاراليه ولا عند امين الحكم بالقدس الشريف شيا قل ولا جل بوجه من الوجوه وسببا من الاسباب

٤٨. وصدق على ما اوصت به الملك المذكورة وهو ثلث مالها حسبما عين اعلاه وان ذلك صرف في مصارفه الموصى بها وانه لم يتاخر بعد ذلك له ولا لموكليه بمودع الحكم

٤٩. بالقدس الشريف ولا عند امينه شي قل ولا جل واشهد عليه بجميع ما نسب اليه اعلاه ووكل في ثبوته وطلب الحكم به توكيلا شرعيا فيه شهد في الرابع والعشرين

Lines 50-56. See figure 10, p. 190.

٥٠. من جمادى الاولى من شهور سنة خمس وتسعين وسبعماية وصلى الله على سيدنا محمد واله وصحبه وسلم حسبنا الله تعالى ونعم

[116]This is what the document reads, but, to make the arithmetic in the document balance, this figure should read الف وسبعماية درهم واحد وربع درهم. Accordingly, I assume that the scribe made an error in recording this figure by writing the abbreviation for eight dirhams instead of that for one dirham (cf. Appendix B), and I translate the latter numeral.

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الوكيل

٥١. واشهد عليه الجناب الناصري المشار اليه انه لا مطعن له ولا دافع فيما اوصت به الملك المذكورة ولا في شي منه وبه تم الاشهاد في تاريخه المعين اعلاه

[a]

٥٢. اشهد على سيدنا الحاكم الشرفي المشار اليه اعلاه
٥٣. اسبغ الله ظلاله بما نسب اليه اعلاه وعلى الجناب
٥٤. الناصري المذكور اعلاه بما نسب اليه فيه اعلاه
٥٥. في تاريخه المعين اخرا اعلاه كتبه
٥٦. محمد بن سليمان الشافعي
٥٧. شهد عندي بذلك اعزه الله تعالى

[b]

٥٢. اشهد على سيدنا ومولانا الحاكم الشرفي
٥٣. المشار اليه اعلاه ايده الله تعالى وعلى القاضي
٥٤. تقي الدين الحنفي الحاكمين بالقدس الشريف بما نسب
٥٥. اليهما فيه اعلاه كتبه عيسى بن احمد العجلوني الشافعي

[c]

٥٢. اشهد على الحاكم الشرفي
٥٣. والقاضي التقوي ايدهما الله
٥٣أ. والجناب الناصري بما
٥٤. نسب اليهم فيه اعلاه
٥٤أ. وعاينت القبض في تاريخه
٥٥. كتبه احمد بن الجلال
٥٦. شهد عندي بذلك

[d]

٥٢. شهدت على سيدنا الحاكم الشرفي المشار
٥٣. اليه اعلاه
٥٣أ. ايده الله تعالى بما نسب اليه اعلاه وعلى الجناب
٥٤أ. الناصري المشار اليه اعلاه بما نسب اليه اعلاه
٥٥. في تاريخه وعاينت ما قبضه من مودع الحكم العزيز
٥٦. المشار اليه اعلاه كما عين اعلاه كتبه يوسف النقيب (؟) الحنفي

Lines 57-66. See figure 11, p. 191.

[a]

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٥٨. اشهد على سيدنا ومولانا الحاكم الشرفي
٥٩. المشار اليه اعلاه ايده الله تعالى وعلى القاضي تقي الدين
٦٠. الحنفي الحاكم بالقدس الشريف بما نسب اليهما فيه اعلاه
٦١. وعلي الجناب الناصري بما نسب اليه فيه اعلاه في تاريخه
٦٢. كتبه عبد الحميد محمد بن الجلال الانصاري

[b]

٥٨. اشهد على ما صدر من القابض المذكور اعلاه بما نسب اليه فيه اعلاه
٥٩. وبقبض ما عين اعلاه وعاينت القبض في تاريخه المعين اعلاه
٦٠. اعلاه[117] كتبه احمد بن يوسف عفى الله عنهما وغفر لهما

[c]

٥٧. شهدت على سيدنا الحاكم الشرفي المشار
٥٨. اليه اعلاه ايده الله تعالى بما نسب اليه
٥٩. اعلاه وعلى الجناب الناصري المشار اليه
٦٠. اعلاه اعز الله نصرته بما نسب اليه اعلاه
٦١. وعاينت قبض ما قبضه من مودع الحكم
٦٢. العزيز في تاريخه اعلاه كتبه
٦٣. عبد الرحمن النقيب الحنفي

[a]

٦١. اشهد على سيدنا ومولانا الحاكم الشرفي المشار اليه فيه
٦٢. اعلاه ايده الله تعالى وعلى القاضي تقي الدين الحنفي الحاكم بالقدس الشريف بما نسب اليهما
٦٢أ. فيه اعلاه وعلى الجناب الناصري بما نسب اليه فيه اعلاه في تاريخه كتبه محمد بن احمد الشافعي

[a]

٦٣. اشهد ان الثلث المذكور صرف لمستحقيه
٦٤. شرعا على الوجه الشرعي كتبه احمد بن محمد الشافعي
٦٥. شهد عندي بذلك

[b]

٦٣. اشهد على القاضي الشرفي والقاضي التقوي خليفة الحكم الحنفي ايده الله تعالى
٦٤. والجناب الناصري بما نسب اليهم فيه في تاريخه وبصرف الثلث لمستحقيه شرعا

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[117] *a'lāhu* has been inadvertently repeated.

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٦٥. كتبه احمد بن محمد بن على عفا الله عنهم اجمعين
٦٦. شهد عندي بذلك

Upper line of the *tawqī‘* in the margin:
ليشهد بثبوته والحكم بموجب ذلك وصحة الحوالة ولزومها وعدم رجوع المحتال على المحيل وفي ما له مع العلم بالخلاف فيما فيه الخلاف وبالله المستعان

Bottom of the *tawqī‘* in the margin. See figure 12, p. 192.
وصرف المبلغ الموصى به وهو الثلث الى مستحقيه شرعا وبالله المستعان

Translation

1. In the name of God, the Compassionate, the Merciful. Praise be to God for His blessings.
2. The Honorable, Masterful Excellency, the Great Victorious Commander, Nāṣir [al-Dīn], *ibn* of the [Servant Needy of] God the Exalted, al-Qāḍī Amīn al-Dīn ‘Īsá, son of the deceased
3. al-Bayḥānī, one of the Baalbek amirs, present on that day in Jerusalem the Noble, may God bolster His aid, and known to the witnesses of this document, called for witnesses that he took, received, and acquired from a legal repository
4. that which was deposited in the depository of the Esteemed Shāfi‘ī Court of Sharaf al-Dīn in Jerusalem the Noble, namely, of silver *dirham*s in current use at that time in Damascus the Well-Guarded
5. one thousand seven hundred ninety-four and three-quarter *dirham*s, and of Florentine gold, ten pieces at the exchange value of one hundred ninety-five *dirham*s,
6. this amount being from the estate of Shams al-Dīn Muḥammad ibn Muḥammad ibn al-Jamāl al-Tājir al-Ba‘labakkī and from the estate of Ālmalik bint Badr al-Dīn Ḥasan ibn Abī al-Nūr al-Ba‘labakkīyah, wife of the aforementioned Shams al-Dīn,
7. by dint of the demise of the aforementioned Shams al-Dīn Muḥammad in Jerusalem the Noble. His inheritance was legally restricted to his wife, the aforementioned Ālmalik, his full brother ‘Izz al-Dīn Ḥusayn, and his siblings
8. by his mother: Shihāb al-Dīn Aḥmad, Altī, and Sutaytah, the children of Muḥammad ibn Ibrāhīm al-‘Ajamī, they being absent from Jerusalem the

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Noble. Thereafter, the aforementioned Ālmalik died, and her inheritance was legally restricted to her

9. ten siblings: Sutaytah, Altī, Asin, Sitt al-Wuzarā', Fāṭimah: full siblings; and Muḥammad the Elder, known as the First; Muḥammad the Middle, known as the Second; Muḥammad the Younger,
10. known as the Last; Asmā'; and Mughul, [all being related] through her father [alone], with no other partner or precluder. This is in accordance with a legal court record dated the middle [ten days] of Muḥarram 794 [9-18 December 1391], the contents of which were certified
11. by the Servant Needy of God the Exalted, Aqḍá al-Quḍāh Taqī al-Dīn Abū al-'Abbās Aḥmad ibn al-Munajjā al-Ḥanbalī, Magistrate in Damascus the Well-Guarded, in accordance with the attestation (of certification) on the verso of the court record, dated the sixteenth
12. of the aforementioned month [14 December 1391], this certification having been conveyed at the Esteemed Ḥanafī Court in Jerusalem the Noble to Aqḍá al-Quḍāh Taqī al-Dīn Abū al-Anṣāf Abū Bakr, Ḥanafī Deputy Qāḍī in Jerusalem the Noble, in accordance with the attestation (of certification)
13. dated 19 Rabī' II 795 [4 March 1393], the certification of which was conveyed to our Lord and Master the Servant Needy of God the Exalted, Qāḍī of the Muslims, Sharaf al-Dīn Abū al-Rūḥ 'Īsá
14. son of the Servant Needy of God the Exalted, Jamāl al-Dīn, Muftī of the Muslims, Abū al-Jūd Ghānim al-Anṣārī al-Shāfi'ī, Magistrate in Jerusalem the Noble and its districts, Chief Shaykh, and Supervisor of the Noble Endowments, may God support him,
15. in accordance with the attestation (of certification) dated 24 Jumādá I 795 [7 April 1393]. [The disposition of the estate was also] in accordance with a legal document dated 13 Shawwāl 788 [7 November 1386] containing the acknowledgment
16. of Shams al-Dīn Muḥammad ibn Muḥammad ibn al-Jamāl mentioned above that he was indebted by a valid, legal claim to his wife Ālmalik mentioned above for ten thousand *dirham*s. In this document there is a transfer clause dated
17. 23 Ṣafar 789 [15 March 1387] containing the aforementioned Ālmalik's attestation that she transferred to her nephew (her sister's son) the Excellency Nāṣir al-Dīn, the receiver mentioned above, against her husband mentioned above,
18. the amount acknowledged to her above in the aforementioned document, this transfer being valid and legal and the acceptance of it by the transferee being legal acceptance. The document was certified by the Servant Needy of God the Exalted, Aqḍá

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19. al-Quḍāh Badr al-Dīn ibn al-Raḍī al-Ḥanafī, Deputy Qāḍī of the Esteemed Court in Damascus the Well-Guarded, according to the attestation (of certification) dated 1 [Dhū] al-Ḥijjah 788 [24 December 1386].
20. The transfer clause was certified by Aqḍá al-Quḍāh the Servant Needy of God the Exalted, Shams al-Dīn al-Ikhnā'ī al-Shāfi'ī, Deputy Qāḍī in Damascus the Well-Guarded, in accordance with the attestation (of certification) dated 28
21. Rabī' I 794 [23 February 1392]. Certification of the document and the transfer was conveyed to Aqḍá al-Quḍāh Taqī al-Dīn Abū al-Anṣaf Abū Bakr al-Ḥanafī, Deputy Qāḍī in Jerusalem
22. the Noble, by the testimony at the end of the document of one of the legal witnesses in attendance at the court at the time of the attestation to the aforementioned certification. The aforementioned recipient brought a legal attestation
23. dated 21 Muḥarram 794 [19 December 1391] containing the acknowledgment made in health and sound mind and with free disposition of his affairs, that His Excellency Nāṣir al-Dīn,
24. the above-mentioned recipient, is entitled to receive whatever is conferred on the acknowledger by legal inheritance from his sister Ālmalik and to whatever was conferred on her by legal inheritance from her above-mentioned husband Shams al-Dīn Muḥammad ibn al-Jamāl
25. of fabric, furniture, gold, brocade, pearls, jewelry, legal debts, productive property, etc., in Damascus, Baalbek, and the Court Depository in Jerusalem the Noble as well as
26. raisins and cardamom, and other things known to the two of them in legal cognizance. An appendix [to the acknowledgment] contains a legal power of attorney dated 4 Muḥarram 794 [2 December 1391] for [Sitt al-]Wuzarā',
27. Fāṭimah, Sutaytah, and Muḥammad [II], children of Ḥasan, assigned to His Excellency Nāṣir al-Dīn, the aforementioned recipient, to claim whatever pertains to the three female mandators and to the orphan Muḥammad the Younger, known as
28. the Last, their brother by their father, who remains under the guardianship of the fourth [male] mandator, of the estate of their aforementioned sister Ālmalik. The proxy received that [power of attorney], his acceptance being legal, and the contents of the
29. acknowledgment and the power of attorney were certified by the Servant Needy of God the Exalted, Aqḍá al-Quḍāh Taqī al-Dīn ibn Mufliḥ al-Ḥanbalī, Magistrate in Damascus the Well-Guarded, in accordance with

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30. a legal attestation (of certification) dated 4 Rabī‘ II 794 [29 February 1392]. Its certification was conveyed to Aqḍá al-Quḍāh Taqī al-Dīn Abū al-Anṣāf Abū Bakr al-Ḥanafī, Deputy
31. Qāḍī in Jerusalem the Noble, on 18 of the aforementioned Rabī‘ II [12 March 1392], and the certification of that was conveyed to the Esteemed Court of the above-mentioned Sharaf al-Dīn al-Shāfi‘ī, Magistrate in Jerusalem the Noble,
32. may God support him, on 24 Jumādá I 795 [7 April 1393]. Legal evidence was established before him that the mandator for the aforementioned orphan
33. was his legal guardian, with continuing guardianship, at the time of assignment of the power of attorney. Legal evidence was [also] established before him that Muḥammad the Elder, known as the First, and his two sisters by his father, Asmā’ and Asin, children of the late
34. Badr al-Dīn Ḥasan ibn Abī al-Nūr, and their full sister Altī acknowledged in health, sound mind, and free disposition during the first ten days of Ṣafar 795 [17-26 December 1392]
35. that the above-mentioned Excellency Nāṣir al-Dīn is entitled to take possession of whatever is conferred on them by legal inheritance from the estate of their sister by their father, the above-mentioned Ālmalik, from what she left behind and from what was transmitted
36. by legal inheritance from the estate of her above-mentioned husband, by the right of one-fourth, of fabric, furniture, gold, silver, pearls, brocade, jewelry, copper, debts, productive property,
37. and real estate from that left behind in Damascus, Baalbek, Bekaa Baalbek, and Jerusalem the Noble, he being known to each of them, and this being a valid, legal entitlement in a valid, legal mode.
38. This [entitlement] was transmitted to him by a transmittance sanctioned by the Noble Law. The acknowledgee, the Excellency Nāṣir al-Dīn, swore to that by God the Glorious, the legal oath designated for a judgement against an absent person.
39. The acknowledgment and the oath were certified by Our Lord the aforementioned Qāḍī Sharaf al-Dīn al-Shāfi‘ī, Magistrate in Jerusalem the Noble, May God the Exalted support him, in accordance with the attestation (of certification) dated 24
40. Jumādá I 795 [7 April 1393]. When all of that had been certified and its certification conveyed to the Esteemed Shāfi‘ī Court of Sharaf al-Dīn, the aforementioned Magistrate in Jerusalem the Noble, may God the Exalted support him,
41. and the aforementioned Excellency Nāṣir al-Dīn was permitted to take possession of the amount mentioned above, he did so completely, entirely,

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and exhaustively, in the presence of legal witnesses and under the surveillance of them. The total of that, with the exchange for gold,

42. of silver *dirham*s in current use in Damascus the Well-Protected is one thousand nine hundred eighty-nine and three-quarter *dirham*s, this being from the two aforementioned estates

43. from the total of seven thousand seven hundred eighty-nine *dirham*s, divided between the estate of Shams al-Dīn, the aforementioned husband, and
[5707 3/4 *dirham*s]
from the estate of the aforementioned Ālmalik. There was spent from
[2081 1/4 *dirham*s]
Ālmalik´s estate

44. for burial, the debt of Umm Muḥammad, and the third bequeathed as
[50 *dirham*s] [50 *dirham*s]
charity and for noble recitations of the Quran in Jerusalem the Noble,
[633 3/4 *dirham*s]
leaving a balance thereafter, less that which the Excellency Nāṣir al-Dīn
[7055 1/4 *dirham*s]
received previously, according to an attestation from Ibn Sanājiq, from the estate of

45. Shams al-Dīn, plus the value of the chattels, also from the estate of Shams
[3000 *dirham*s] [364 1/4 *dirham*s]
al-Dīn, and what he received from the estate of Ālmalik from the value of goods sold previously. The balance is what he received from the Depository
[1701 1/4 *dirham*s][118]
of the Esteemed Shāfi'ī Court in Jerusalem the Noble, specified above:

46. from the estate of the aforementioned Shams al-Dīn and from the estate of
[1843 1/2 *dirham*s]
Ālmalik. The aforementioned Excellency Nāṣir al-Dīn made a valid, legal
[146 1/4 *dirham*s]
acknowledgment voluntarily, by choice, in health, sound mind, and free disposal of his affairs, that he had received

47. all which is specified above and that he was no longer entitled thereafter to anything whatsoever, in any manner or form, in the aforementioned Depository of the Esteemed Court or with the Trustee of Orphans in Jerusalem.

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[118] الف و سبع مية درهم و ثمانية دراهم و ربع درهم, but to make the arithmetic in this document balance, this figure should read الف و سبع مية درهم و درهم واحد و ربع درهم. Accordingly, I assume that the scribe made an error in recording this figure by the logogram for eight *dirham*s instead of that for one *dirham*, and I translate the latter numeral.

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48. He verified what the aforementioned Ālmalik bequeathed, i.e., one-third of her property in accordance with what is specified above, that this was spent on the expenses of the legacy, and that thereafter nothing remained to him nor to his mandators, either in the Court Depository
49. in Jerusalem the Noble or with its Trustee, nothing whatsoever. He called for witnesses to everything attributed to him above and made a legal warrant of attorney authorizing that this be certified and requesting that a judgement be made to that effect. He testified on 24
50. Jumādá I 795 [7 April 1393]. Blessings and peace upon Our Lord Muḥammad, his family, and companions. God the Exalted is our sufficiency! What an excellent Guardian is He!
51. The aforementioned Excellency Nāṣir al-Dīn attested that there is no challenge or rebuttal to that which the aforementioned Ālmalik bequeathed or in anything thereto appertaining. Thus the attestation was completed on the date designated above.

[a]

52. I am witness to Our Lord the Magistrate Sharaf al-Dīn mentioned above,
53. may God lengthen his shadow, as to what is attributed to him above in this document, and to the aforementioned Excellency
54. Nāṣir al-Dīn as to what is attributed to him above in this document
55. on the date designated above at the end. Written by
56. Muḥammad ibn Sulaymān al-Shāfi'ī.
57. He testified to that before me, may God the Exalted strengthen him.

[b]

52. I am witness to Our Lord and Master the Magistrate Sharaf al-Dīn
53. mentioned above, may God the Exalted support him, and to al-Qāḍī
54. Taqī al-Dīn al-Ḥanafī, the two magistrates in Jerusalem the Noble, as to what is attributed
55. to them above in this document. Written by 'Īsá ibn Aḥmad al-'Ajlūnī al-Shāfi'ī.

[c]

52. I am witness to the Magistrate Sharaf al-Dīn
53. and to al-Qāḍī Taqī al-Dīn, may God support them,
53a. and to the Excellency Nāṣir al-Dīn as to what
54. is attributed to them above in this document,
54a. and I viewed the taking of possession on its date.
55. Written by Aḥmad ibn al-Jalāl
56. He testified to that before me.

[d]

52. I was witness to Our Lord the Magistrate Sharaf al-Dīn

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53. mentioned above,
53a. may God the Exalted support him, as to what is attributed to him above, and to the above-mentioned Excellency
54a. Nāṣir al-Dīn as to what is attributed to him above
55. on its date, and I viewed that which he took possession of from the Depository of the Esteemed Court
56. mentioned above as designated therein. Written by Yūsuf al-Naqīb (?) al-Ḥanafī.

[a]

58. I am witness to Our Lord and Master the Magistrate Sharaf al-Dīn
59. mentioned above, may God the Exalted support him, and to al-Qāḍī Taqī al-Dīn
60. al-Ḥanafī, Magistrate in Jerusalem the Noble, as to what is attributed to them above in this document,
61. and to the Excellency Nāṣir al-Dīn as to what is attributed to him above in this document on its date.
62. Written by ʿAbd al-Ḥamīd Muḥammad ibn al-Jalāl al-Anṣārī.

[b]

58. I am witness to that which issued from the above-mentioned recipient as to what is attributed to him above in this document
59. and to his taking possession of that which is designated above. I viewed the taking possession on its date specified above.
60. Written by Aḥmad ibn Yūsuf. May God forgive and pardon both of them.

[c]

57. I was witness to Our Lord the Magistrate Sharaf al-Dīn mentioned
58. above, may God the Exalted support him, as to what is attributed to him
59. above, and to the above-mentioned Excellency Nāṣir al-Dīn,
60. may God strengthen his aid, as to what is attributed to him above,
61. and I viewed the taking possession of what he received from the Depository of the Esteemed Court
62. on its date. Written by
63. ʿAbd al-Raḥmān al-Naqīb al-Ḥanafī.

[a]

61. I am witness to Our Lord and Master the Magistrate Sharaf al-Dīn mentioned
62. above, may God the Exalted support him, and to al-Qāḍī Taqī al-Dīn al-Ḥanafī, Magistrate in Jerusalem the Noble, as to what is attributed to them
62a. above in this document, and to the Excellency Nāṣir al-Dīn as to what is attributed to him above in it on its date. Written by Muḥammad ibn Aḥmad al-Shāfiʿī.

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[a]

63. I testify that the mentioned one-third was spent for those entitled to it
64. legally, in the legal manner. Written by Aḥmad ibn Muḥammad al-Shāfi'ī.
65. He testified to that before me.

[b]

63. I am witness to al-Qāḍī Sharaf al-Dīn and to al-Qāḍī Taqī al-Dīn, Ḥanafī Deputy Qāḍī, may God the Exalted support him,
64. and the Excellency Nāṣir al-Dīn, as to what is attributed to them in this document on its date and to the disbursement of the one-third to those legally entitled to it.
65. Written by Aḥmad ibn Muḥammad ibn 'Alī, may God forgive all of them.
66. He testified to that before me.

Right-hand margin:

1. Let there be witnesses to its certification and to the judgement to the obligatoriness of that, to the validity and bindingness of the transfer, and to the absence of a claim for restitution on the part of the transferee against the transferor and his property, in spite of cognizance of disagreement about that which disagreement exists, God being the One Whose help is to be sought. And [witnesses] to disbursement of the bequeathed amount, i.e., the third, to its claimants legally, God being the One Whose help is to be sought.

Commentary

This *ishhād* forms the first part of a type of document described by al-Asyūṭī in a chapter on *al-qaḍā'*, meaning judging, or judicial procedure. Therein al-Asyūṭī discusses the different practices followed by Egyptian and Syrian judges and notaries in drafting documents certifying (*thubūt*) legal transactions. His comments on the Syrians' practice are relevant to this document and to no. 133 recto, above, though, as will be recalled, the latter lacks the requisite consequential document:

> They write (a) the judge's request for witnesses (*ishhād*) to [the validity of] certification (*thubūt*), judgement (*ḥukm*), and implementation (*tanfīdh*). (b) The judge writes his motto (*'alāmah*) on the recto of the document, to the left of the *basmalah*. Next, (c), in the margin he writes in his own handwriting a request for witnesses to the judge regarding certification, judgement, and implementation. Then (d) he endorses [the witnessing clauses of] the witnesses. (e) The clerk (*al-kātib*) writes the request for witnesses to the judge

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> (*al-ishhād*) on the verso of the document, without a motto or anything else.[119]

Although no. 355 recto does not mention implementation (*tanfīdh*), it does contain all the formal components mentioned by al-Asyūṭī except (e), which is found, of course, on no. 355 verso.[120]

The recto of this document takes the form of an *ishhād* judged to be valid by a judge. In notarial parlance *ishhād* is an ambiguous term, and I myself have mentioned elsewhere the different types of *ishhād*s found among the Ḥaram documents.[121] I have also pointed to the similarity of one type of *ishhād*, attestation, to the *iqrār*, or acknowledgment, concluding that the difference between the two is a matter of form and language.[122] In her study of the fourteenth-century Ḥanafī formularies of al-Ṭarsūsī, Guellil describes three types of *ishhād*s, which, on the basis of format, she labels as *ishhād-shahādah*, corresponding, roughly, to my attestation;[123] *ishhād-isjāl* (*kitābat ḥukm*), corresponding to my certification;[124] and the *ishhād* form of witnessing clauses.[125] Professor ʻAbd al-Laṭīf Ibrāhīm has also called attention to the various types of documents subsumed by the term *ishhād* and gives a concise statement of its applications. *Ishhād*, he explains, originally meant a request that witnesses testify to the occurrence of a matter; later, it denoted legal instruments such as *iqrār*s; finally, during the Mamluk period in particular, it was applied to court documents which certify and register transactions. In the last case, *al-ishhādāt al-sharʻīyah* applies to ″a *waqf* document, [for example,] which had become an official, notarized record with executive force and a legal deed accepted in every circumstance and condition. Accordingly, the purpose of *ishhādāt* is to increase the certitude, confirmation, and authority of the contract, ′pour confirmer le contrat′.″[126]

Our document no. 355 recto-verso contains, or refers to, all types of *ishhād* adumbrated above. Recto is (i) an *ishhād* of attestation calling for witnesses to the document and the legal transactions it records; as such it is both a simple attestation

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[119]Al-Asyūṭī, *Jawāhir*, 2:369-70.

[120]For other examples from the Ḥaram, see Asali, *Wathāʼiq*, 1:227-30 (no. 28a-b) and Lutfi, *″Iqrār*s,*″* 278-87 (no. 315a-b).

[121]*Catalogue*, 224.

[122]Ibid., 225.

[123]Guellil, *Akten*, 257.

[124]Ibid., 260.

[125]Ibid., 360.

[126]*″*Al-Tawthīqāt al-Sharʻīyah wa-al-Ishhādāt fī Ẓahr Wathīqat al-Ghawrī,*″ Majallat Kullīyat al-Ādāb, Jāmiʻat al-Qāhirah* 14 (1957): 301.

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before a judge and a step in al-Asyūṭī′s process of judicial certification. Verso is (ii) an *ishhād/isjāl*, the witnessing clauses of which are cast in an *ishhād* form (iii). In my translations I have distinguished between (i) and (ii) with the term ″attested,″ ″called for witnesses,″ and ″attestations″ for (i) and ″attestation (of certification)″ for (ii).

On 24 Jumādá I 795/7 April 1393, a year and a month after the public sale of Shams al-Dīn′s Jerusalem estate and a year and six months after the original inventory was made, Nāṣir al-Dīn appeared before a Shāfi'ī judge in Jerusalem, calling for witnesses to attest that he had taken legal possession of silver and gold worth 1989 3/4 Damascus *dirham*s which had been kept in the Shāfi'ī Court Depository in Jerusalem until the estates of his uncle, who had died in Jerusalem, and his aunt had been settled there. Nāṣir al-Dīn′s claims on the estates were complex and had nothing to do, apparently, with his blood relationship to his aunt Ālmalik. When Shams al-Dīn died, sometime before 23 Rabī' II 794/20 March 1392 (the date of the public sale), his legal heirs, according to this document, were his wife, a full brother, and three brothers and sisters, though as we have seen, Sutaytah was identified in the inventory as a full sister.[127] Since he had no surviving descendents, his wife, Ālmalik, was entitled to a fourth of his estate. But this amount was augmented by the long-standing debt of 10,000 *dirham*s owed her by Shams al-Dīn and legally acknowledged in an *iqrār* dated 13 Shawwāl 788/7 November 1386. In the following year Ālmalik transferred her claim on the debt to her nephew, Nāṣir al-Dīn, in a *ḥawālah*. As we have seen Shams al-Dīn neglected to declare this debt in his Jerusalem estate inventory, perhaps, we may speculate, because he considered it to be a liability against his Damascus, as distinct from Jerusalem, holdings. In any case the *ḥawālah* constituted one basis for Nāṣir al-Dīn′s claim to Shams al-Dīn′s estate. In the meantime, however, Ālmalik died, leaving heirs of her own, namely her ten brothers and sisters, five of whom were full siblings, the other five related to her through their father alone. When Ālmalik died, all of these brothers and sisters, apparently with one exception, formally authorized Nāṣir al-Dīn to represent them in their claims against their sister′s estate, and these authorizations formed the second basis of Nāṣir al-Dīn′s claim when he appeared before a Shāfi'ī judge in Jerusalem.

Remarkably, all or most of these transactions were recorded in legal documents that were certified and registered in courts, originally in courts located in Damascus, presumably because Shams al-Dīn and Ālmalik had been living there or under its jurisdiction. Later, however, when Shams al-Dīn died in Jerusalem and some of his estate had to be settled by Jerusalem courts, it became necessary to have the Damascus documents transferred and certified there, including those related to

[127]See no. 133, line 4, above.

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Ālmalik´s estate. Some of these we have already had occasion to notice in connection with the *makhzūmah*.[128] In brief, this process took place in two phases, as follows:

(a) Shams al-Dīn Muḥammad made an *iqrār* acknowledging his debt of 10,000 *dirham*s to Ālmalik on 13 Shawwāl 788/7 November 1386.
(b) The *iqrār* was certified on 1 Dhū al-Ḥijjah 788/24 December 1386 by a Ḥanafī judge in Damascus.
(c) Ālmalik added a transfer clause (*faṣl ḥawālah*) to the *iqrār*, transferring the proceeds from the debt to her nephew, Nāṣir al-Dīn, on 23 Ṣafar 789/15 March 1387.
(d) The transfer clause was certified on 28 Rabī‘ I 794/23 February 1392 by a Shāfi‘ī judge in Damascus.
(e) Both these certified documents were conveyed to a Ḥanafī judge, Taqī al-Dīn, in Jerusalem sometime before 23 Rabī‘ II 794/20 March 1392,
(f) when, under the authorization of this *qāḍī*, a sale of chattels in Shams al-Dīn´s estate was held in order to satisfy his debt to his wife, transferred to Nāṣir al-Dīn.

But these legal transactions were conducted only in conjunction with Nāṣir al-Dīn´s claim to the transferred debt. As we have already seen, he also made a claim to Ālmalik´s estate on the basis of authorizations assigned to him by some of her legal heirs. We do not know the date of Ālmalik´s death; it must have occurred around 4 Muḥarram 794/2 December 1391, when some of those heirs assigned their power of attorney to Nāṣir al-Dīn, enabling him to act on their behalf in settling the estate. Nor do we know with certainty where she died since the place is not specified in any of the available documents. In all probability she died in Jerusalem since part, at least, of her estate was held and settled there, but there is no evidence to place her there at the time of her death. In any event Nāṣir al-Dīn appeared in Jerusalem with several certified powers of attorney and other forms of authorization from Ālmalik´s heirs, which he used to take possession of money in Jerusalem due to these heirs and himself. The process by which the relevant documents were issued and certified can be outlined as follows:

(a) Muḥammad II made an *iqrār* on an unspecified date authorizing Nāṣir al-Dīn to claim his (Muḥammad´s) portion of Ālmalik´s estate.
(b) In an appendix to this *iqrār*, dated 4 Muḥarram 794/2 December 1391, three sisters and Muḥammad II in his capacity as guardian over Muḥammad III assigned their power of attorney to Nāṣir al-Dīn.
(c) In mid-Muḥarram 794/9-18 December 1391, a court record was issued defining Ālmalik´s heirs.

[128] See no. 591 recto A, lines 7, 9, 10, 15, 18, above.

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(d) This court record was certified by a Ḥanbalī judge in Damascus on 16 Muḥarram 794/14 December 1391.
(e) Muḥammad II′s *iqrār* mentioned in (a) was certified on 21 Muḥarram 794/19 December 1391.
(f) The *iqrār* and the appendix mentioned in (b) were certified by the Ḥanbalī judge in Damascus on 4 Rabī‘ II 794/29 February 1392.
(g) The certified *iqrār* and appendix were conveyed to the Ḥanafī judge Taqī al-Dīn on 18 Rabī‘ II 794/15 March 1392. (Shortly thereafter, on 23 Rabī‘ II 794/20 March 1392, the sale of chattels from Shams al-Dīn′s estate in favor of Nāṣir al-Dīn was held in Jerusalem.)
(h) Muḥammad I and three sisters made an *iqrār* during the first ten days of Ṣafar 795/17-26 December 1392 that Nāṣir al-Dīn was entitled to their share of Ālmalik′s estate. Nāṣir al-Dīn swore an oath to this effect.
(i) The certified court record mentioned in (d) was conveyed to the Ḥanafī judge Taqī al-Dīn in Jerusalem on 19 Rabī‘ II 795/14 March 1393.
(j) On 24 Jumādá I 795/7 April 1393 all the relevant documents already conveyed to the Ḥanafī judge Taqī al-Dīn, plus others held by Nāṣir al-Dīn, were conveyed or presented to the Shāfi‘ī judge in Jerusalem, Sharaf al-Dīn. On the same date this judge heard evidence on other dispositions connected with Nāṣir al-Dīn′s claims, to which Nāṣir al-Dīn swore an oath. All that being done, and certified by Sharaf al-Dīn, Nāṣir al-Dīn took possession of what was owed to him and acknowledged that nothing more was due to him and that Ālmalik′s provisions for legal bequests had been fulfilled.
(k) On the same date Nāṣir al-Dīn requested that all these transactions, along with the document recording them, be certified by a court.
(l) Thereupon, on the same date, witnesses signed the document, and their signatures were endorsed by a Shāfi‘ī deputy judge. He himself signed the document, issued the judgement that the transactions therein recorded were legally valid, and called for witnesses to certify the judgement, the transactions, and the document.

In Appendix A, below, we shall synthesize all the transactions involved in Nāṣir al-Dīn′s claims. In the meantime we should note that neither of the two documents already discussed in this article, i.e., the estate inventory and the *makhzūmah,* is mentioned in no. 355. This document we shall now proceed to annotate.

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1. *al-ḥamd lillāh ʻalá niʻamihi* is the motto[129] used by the Shāfiʻī Deputy Judge Jamāl al-Dīn Abū Muḥammad ʻAbd Allāh al-Anṣārī, cited on verso, lines 2-5, where biographical details are given in the commentary. For obvious reasons judges were supposed to choose distinctive *ʻalāmah*s that no other judge of the same district and time used. Nevertheless, this was apparently a popular motto in fourteenth-century Palestine. It appears on Ḥaram no. 35, dated 6 Rabīʻ II 778/23 August 1376 as the motto of Deputy Qāḍī Abū al-Ḥasan ʻAlī . . . al-Ghazzī al-Shāfiʻī, a judge in Gaza;[130] no. 708, dated 7 Dhū al-Ḥijjah 778/17 April 1377, for Deputy Qāḍī ʻAlī ibn Muḥammad al-Shāfiʻī of Jerusalem;[131] no. 76, dated 26 Dhū al-Ḥijjah 790/26 December 1390, no. 353, dated 15 Ṣafar 777/16 July 1375, no. 354, dated 14 Muḥarram 781/2 May 1379, and no. 369, dated 10 Muḥarram 771/14 August 1369, for Deputy Qāḍī ʻAlāʼ al-Dīn Abū al-Ḥasan ʻAlī al-Umawī.[132]
2. *ashhada ʻalayhi*. The use of this phrase, or of *ashhada ʻalá nafsihi*, meaning he called for witnesses to himself,[133] establishes the document as an *ishhād* no. (i): ″an *ishhād* of attestation calling for witnesses to the document and the legal transactions it records″ (see above, p. 143). As we shall see, the response of the witnesses to an *ishhād*, which they write in the witnessing clauses at the end of the document, normally takes the form *ashhadu ʻalá fulān.*
3. *aḥad al-umarāʼ al-Baʻlabakkīyah.* Previously (see above, pp. 121-122), we noted that Nāṣir al-Dīn was probably a member of the Ḥalqah in Baalbek. During the Baḥrī Mamluk period Baalbek had the status of a *niyābah* (viceroyship) and was administered by an amir of ten, later an amir of forty, named by the Viceroy of Syria.[134] Nāṣir al-Dīn was apparently an officer of the Ḥalqah attached to this administrative center. In any case Nāṣir al-Dīn, his aunt Ālmalik, and her husband Shams al-Dīn have all been identified now as being associated with Baalbek. As a merchant Shams al-Dīn seems to have been active in both Damascus and Jerusalem. *wa-huwa maʻrūf ʻinda shuhūdihi* is an identification formula used in legal depositions to establish that the identity of the attestor is known to the witnesses. According to al-Asyūṭī, ″the Muslim community′s consensus is

[129]For a survey of the use of the *ʻalāmah* in various types of Islamic documents, see S. M. Stern, *Fāṭimid Decrees* (London, 1964), 123-65.

[130]*Catalogue*, 255-56.

[131]Ibid., 253.

[132]Ibid., 289.

[133]Not ″called upon himself as witness″ as in my ″Court Records,″ 21, and ″The Jews,″ 259.

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that if someone acts as a witness to a person whose name and *nasab*s he does not know, his testimony is not valid. . . .″[135]
qabaḍa wa-tasallama wa-ṣāra ilayhi are all stock terms to establish not only that the receiver has taken possession of the property but that it has moved into his hands in a legal manner.[136]

4. *al-Sharafī*. This is the same Shāfi'ī judge who authorized the estate inventory for Shams al-Dīn. See commentary on no. 133, line 14 above.
al-muta'āmila bi-hā . . . bi-al-Shām. According to al-Qalqashandī, Jerusalem's standard currency was that of Damascus. This was only natural since Mamluk Jerusalem was under the administrative jurisdiction of Damascus.[137]
5. *al-dhahab al-iflūrī . . . maṣārifuhā . . .* refers to the florin, a coin of about 3.5 grams, in use in the Mamluk empire. Its exchange rate in relationship to the *dirham* fluctuated according to the gold and silver content of coins, not to mention governmental monetary policy. According to al-Qalqashandī the ″exchange value around 790 A.H., 1388 A.D., was . . . 85 per cent of a dînâr (*Ṣubḥ*, III:442.8: the dînâr at 20 dirhams, the ifrantî [florin] at 17).″[138] According to our document, dated 795/1393, the exchange rate in Jerusalem was 19.5 *dirham*s per florin. This citation is important because it provides independent documentary evidence for the relative value of the florin in the Mamluk empire at a time, moreover, when literary references are lacking.[139]
6. *min tarikat Shams al-Dīn . . . wa-min tarikat Ālmalik . . .* It is not clear here whether Ālmalik left an estate of her own in Jerusalem apart from what was owed to her from the estate of her husband. Later in the document, however, there are indications that she left possessions of her own in the city.[140]

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[134]Al-Qalqashandī, *Ṣubḥ*, 12:115.

[135]Al-Asyūṭī, *Jawāhir*, 1:80.

[136]Wakin, *Function*, 54, note 4.

[137]Al-Qalqashandī, *Ṣubḥ*, 4:199.

[138]Popper, *Systematic Notes*, 2:47. For a fuller discussion see Bacharach, ″A Study,″ 160-69. Cf. also Bacharach, ″The Dinar versus the Ducat,″ *International Journal of Middle East Studies* 4 (1973): 77-96, and Boaz Shoshan, ″Exchange-Rate Policies in Fifteenth-Century Egypt,″ *JESHO* 29 (1986): 28-51.

[139]Using Venetian documents, Eliyahu Ashtor (*Les métaux precieux et la balance des payements du Proche-Orient à la basse époque* [Paris, 1971], 43) records that a ducat was worth 20 3/4 Egyptian *dirham*s on 2 August 1395.

[140]See commentary on line 45 below.

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7. *wa-inḥiṣār irthuhu* is a stock phrase used to specify the heirs to an estate according to Islamic law.[141]

7-8. *ikhwatuhu li-ummihi . . . Sutaytah.* It will be recalled that Sutaytah was designated a full sister in the estate inventory.

8-9. *fī ikhwatihi al-'asharah.* Without going into the complex issue of how much of the estate would be due to the uterine collaterals as opposed to agnatic brothers and sisters, suffice it to say that Nāṣir al-Dīn, as a nephew, would have been excluded.[142]

10. *maḥḍar shar'ī.* Perhaps this court record took the form of an estate inventory certified by a court, similar to no. 133 above. Estate inventories, it will be recalled, invariably list assets and liabilities as well as legal heirs.
thābata maḍmūnuhu ladá . . . signifies that the document was certified by a court according to the same process by which the present *ishhād* no. 355 was certified.

11. *Aqḍá al-Quḍāh Taqī al-Dīn . . . al-Ḥanbalī.* Al-Qāḍī Taqī al-Dīn Aḥmad ibn Muḥammad ibn Muḥammad ibn al-Munajjā ibn 'Uthmān ibn As'ad ibn Muḥammad ibn al-Munajjā al-Ḥanbalī served as a Deputy Qāḍī (hence the title Aqḍá al-Quḍāh)[143] to his brother 'Alā' al-Dīn and later became Ḥanbalī Chief Qāḍī of Damascus in 803/1401 for a few months. He died in 804/1402.[144]
al-Ḥākim . . . In a study of medieval Islamic documents from Chinese Turkestan, Monika Gronke discusses the distinction in rank between *qāḍī* and *ḥākim.* After examining the evidence in her documents, she observes that *qāḍī* seemed to have a higher value than *ḥākim* and asks, ″May we conclude that *qāḍī* did not just designate a superior judge in the Yārkand area, but was also the current general term for ´judge´ without referring to specific rank? The question must remain open.″[145] Insofar as I have been able to determine, in the Ḥaram documents *al-ḥākim*, in the sense of presiding judge or magistrate, was used for both full *qāḍī*s or Qāḍī al-Quḍāh and Deputy Qāḍīs or Aqḍá al-Quḍāh and Nā'ib al-Ḥukm.[146] In terms of

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[141] Al-Asyūṭī, *Jawāhir*, 1:43.

[142] See Coulson, *Succession*, 65-78.

[143] Al-Asyūṭī, *Jawāhir*, 2:594.

[144] Ibn al-'Imād, *Shadharāt al-Dhahab fī Akhbār Man Dhahab* (Cairo, 1351/1932-33), 7:42.

[145] ″The Arabic Yārkand Documents,″ *BSOAS* 49 (1986): 483. Cf. Gronke, *Arabische und persische Privatsurkunden des 12. und 13. Jahrhunderts aus Ardabil (Aserbeidschan)* (Berlin, 1982), 77.

[146] E.g., in the present document, line 11, ″Aqḍá al-Quḍāh Taqī al-Dīn Abū al-'Abbās . . . al-Ḥanbalī, al-Ḥākim″; lines 13-14, ″Qāḍī al-Muslimīn Sharaf al-Dīn . . . al-Ḥākim″; line 12, ″Aqḍá al-Quḍāh Taqī al-Dīn . . . Khalīfat al-Ḥukm″; but lines 59-60a, ″al-Qāḍī Taqī al-Dīn al-Ḥanafī al-Ḥākim″;

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rank, then, I am inclined to believe that *qāḍī* and *ḥākim* were equal in Mamluk Jerusalem.

bi-muqtaḍā al-ishhād bi-ẓāhir al-maḥḍar refers to an *ishhād* of certification like that on the verso of the present document and as defined above, no. (ii), p. 143.

12. *Aqḍá al-Quḍāh Taqī al-Dīn* . . . The same judge who authorized the public sale of Shams al-Dīn's estate in Jerusalem. See commentary on no. 591, recto A, lines 20-21 above.
15. *ḥujjah shar'īyah.* This is the same document referred to in no. 591, recto A, line 9 above as a *masṭūr shar'ī.*
16. *faṣl ḥawālah.* The use of *faṣl* makes it clear that the *ḥawālah* was added as a clause to the *iqrār* and that the *iqrār* and *ḥawālah* constituted the *masṭūr/ḥujjah*.
18. *qubūl al-muḥtāl al-ḥawālah qubūlan shar'īyan* is a stock phrase used to indicate that the person to whom the debt is transferred accepts the transfer in lieu of an obligation owed him by the person who initiates the transfer. Although members of the various legal schools do not agree on all details of this transaction, they do concur that "it is not obligatory for the transferee (*al-muḥtāl*) to accept the transfer."[147] Hence the necessity to include the clause in the document.
19. *Aqḍá al-Quḍāh Badr al-Dīn* . . . See the commentary on no. 591, recto A, line 14 above.
20. *Aqḍá al-Quḍāh Shams al-Dīn* . . . See the commentary on no. 591, recto A, lines 16-17.
22. *bi-shahādat man* . . . This is the most explicit and detailed reference we encounter in this document and no. 591 of the process by which a document from one court was conveyed to (*ittaṣala*) another. Although the Arabic is ambiguous, it could mean that the witness was actually present in the court of Taqī al-Dīn and was thus one of the *shuhūd al-ṭarīq* referred to above in the commentary on no. 591, recto A, line 19. In any event it would seem that it was only the *iqrār* and the *ḥawālah* that were conveyed by this means rather than by a *kitāb ḥukmī*. *'Udūl* was sometimes used like

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and lines 52-54b, "al-Ḥākim al-Sharafī . . . wa-'alá al-Qāḍī Taqī al-Dīn al-Ḥanafī al-Ḥākimayn . . ."!

[147] Al-Asyūṭī, *Jawāhir*, 1:179. Cf. Joseph Schacht, *An Introduction to Islamic Law* (Oxford, 1964), 148-49.

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shuhūd to denote notaries or witnesses.[148] But *ʻudūl* could also mean professional witnesses whose integrity had been examined, confirmed, and certified by a court.[149]

ishhādan sharʻīyan refers here to the simplest form of this type of document—an attestation in which the attestor calls for witnesses to the transaction recorded in the document, namely the *iqrār* cited in line 23. In all probability this type of *ishhād* corresponds to no. (i), p. 143, above.

23. *fī siḥḥah minhu wa-salāmah wa-jawāz amr*. These are standard phrases of *iqrār*s, establishing the competence of the acknowledger to make a valid acknowledgment.[150]

23-24. These lines establish Nāṣir al-Dīn´s entitlement to receive Muḥammad II´s share of his sister´s estate, including the assets due to her from her late husband´s estate, whether in Baalbek, Damascus, or Jerusalem. We do not know, of course, whether estate inventories and public sales were conducted in the two former places as well as in Jerusalem. In effect, Muḥammad II´s acknowledgment must have constituted an assignment of his power of attorney to Nāṣir al-Dīn.

25. *qumāsh wa-athāth* . . . Whether or not this is a list of specific assets and liabilities or simply a formula is not clear. In model documents al-Asyūṭī uses such phrases as *darāhim wa-dhahab wa-thaman qumāsh wa-naḥās wa-athāth wa-ḥayawān wa-ṣāmit wa-nātiq wa-ghayr dhālika.*[151] In another model he adds *ḥulī zarkash*, and *luʼluʼ*.[152] Notice, however, that this list in the document adds two specific items—*al-zabīb wa-al-ḥabbahān*—not covered by the generic list. Cf. the list on lines 36-37 below.

26. *al-maʻrūf baynahumā al-maʻrifah al-sharʻīyah.* It is not evident here what would constitute legal cognizance on the part of the two parties (the *muqirr*, Muḥammad II, and the *muqarr lahu*, Nāṣir al-Dīn) but *maʻrifah sharʻīyah* is certainly a recurring phrase in legal documents. There are, of course, standard formats for assigning proxies or powers of attorney.[153]

27. *wa-Muḥammad.* Inadvertently, I believe, the notary has failed to specify which of the three Muḥammads is meant. But since Muḥammad III was an orphan, and Muḥammad I assigns his own power of attorney in lines 33-35, Muḥammad II is left by process of elimination.

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[148]Tyan, *Le notariat*, 17-18.

[149]See the commentary on no. 133, lines 16-21, above. Cf. El-Nahal, *Judicial Administration*, 18.

[150]See Lutfi, *"Iqrār*s,*"* 260; Guellil, *Akten*, 244.

[151]Al-Asyūṭī, *Jawāhir*, 1:42-43.

[152]Ibid., 50.

[153]Ibid., 192-208; Guellil, *Akten*, 175-76. For examples from the Ḥaram see *Catalogue*, 306-10.

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al-yatīm Muḥammad al-ṣaghīr, therefore, refers to the fact that he was not yet of age, as does the term *al-ṣaghīr*.

28. *waṣīyah*. The usual term for guardianship is *wiṣāyah*, whereas a *waṣīyah* is a testamentary deposition ″appointing an executor and/or guardian″ (*waṣī*).[154] *wa-qabaḍa dhālika wa-qubūl al-wakīl dhālika qubūlan shar'īyan* . . . in order for a *wakālah*, or power of attorney, to be valid, the proxy must formally accept it from the person who assigns it.[155]
29. *Taqī al-Dīn ibn al-Mufliḥ* . . . refers to al-Qāḍī Burhān al-Dīn wa-Taqī al-Dīn Abū Isḥāq Ibrāhīm ibn Muḥammad ibn Mufliḥ ibn Mufarraj al-Rāmīnī al-Dimashqī al-Ḥanbalī. Born in 749/1348-1349 into a family of prominent Ḥanbalī scholars and judges, he became a teacher in Damascus, where his discourses were attended by jurisprudents of all four legal schools. Author of several books, he was regarded as leader of the Ḥanbalī school in Damascus. Before becoming Ḥanbalī Chief Judge, he served as a Deputy Judge to several Ḥanbalī judges. He died in 803/1401.[156]

32-33. *wa-qāmat bayyinah shar'īyah 'indahu*. The use of this clause probably indicates that oral testimony was given to establish that Nāṣir al-Dīn was (a) the guardian of Muḥammad III when the power of attorney was assigned and (b) the agent of Muḥammad I, Asmā', and Asin, authorized to take possession of Ālmalik´s estate. ″In legal terminology the word *bayyinah* denotes the proof *per excellentiam*—that established by oral testimony—, although from the classical era the term came to be applied not only to the fact of giving testimony at law but also to witnesses themselves.″[157] In any case the use of this clause signals that these aspects of Nāṣir al-Dīn´s claims to his aunt´s estate were established by a means different from those used for other aspects, for which he produced legal documents, as opposed to testimony, certified by courts in Damascus and conveyed to courts in Jerusalem. For some reason or another it would seem that he did not have certified documents for (a) and (b) above and that he therefore had to produce oral testimony in support of them. The clause also appears in the *tawqī'* of no. 133 above.

35. *mimmā khallafathu wa-mimmā intaqala ilayhā bi-al-irth* . . . This clause reinforces Nāṣir al-Dīn´s claim to what was due to his aunt from her husband´s estate.

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[154]Schacht, *Introduction*, 173.

[155]*Catalogue*, 306.

[156]Ibn al-'Imād, *Shadharāt*, 7:22-23.

[157]R. Brunschvig, ″Bayyina,″ *EI*^{2}, 1:1150-51. Cf. Little, ″Court Records,″ 27.

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36. *ḥaqq al-rub‘* refers to the fourth due to a widow from her husband′s estate in the absence of a descendant.[158]
37. *Biqā‘ Ba‘labakk* refers to the plain, Bekaa, lying between the mountains of Lebanon and anti-Lebanon, the most important center of which is Baalbek itself. In the Mamluk period the *Biqā‘ al-Ba‘labakkī* was one of two *Biqā‘ wilāyah*s subject to the Viceroy of Baalbek.[159]

37-38. *intaqala ilayhi bi-nāqil shar‘ī.* I do not know the precise meaning of this clause. Although al-Ṭarsūsī gives two formularies for a *munāqalah*, both the transactions therein described involve the exchange of goods without resort to cash.[160] In our document the use of this clause reaffirms the inference that Nāṣir al-Dīn did not have certified legal documents for this aspect of his claims against the estate.

38. *al-muqarr lahu* is the beneficiary of an *iqrār*, one of the three essential components of this type of document. The others are *al-muqirr*, the declarant, and *al-muqarr bi-hi*, an object of recognition.[161]
ḥalafa al-yamīn al-shar‘īyah . . . Again, presumably because there were no certified legal documents for this *iqrār* and no contrary witnesses to it available in Jerusalem, Nāṣir al-Dīn was required by the judge to swear an oath to its content. Al-Asyūṭī divides oaths into two categories: those which are given in legal disputes and those which are administered in other contexts. The former are further divided into oaths of response and oaths of entitlement (*yamīn al-istiḥqāq*). The latter have five forms, the last of which is an oath with a witness (*al-yamīn ma‘a al-shahīd*), which has seven applications; no. 6 involves a claim regarding an absent person (*al-da‘wá ‘alá al-ghā’ib*).[162] The use of this type of oath is discussed fully by al-Asyūṭī in his chapter on *al-qaḍā’*, under a sub-section entitled ″Judging against an Absent Person.″ There he explains that if a defendant is legitimately absent from the court and the judge decides, notwithstanding, that the claim can be legally heard and qualified witnesses testify to its truth, the judge cannot rule in the plaintiff′s favor ″until the plaintiff takes an oath that he is entitled to that which is owed him by the absent person and that until the present time he has not received any portion of it. . . . This oath is legally obligatory,″ i.e., in Shāfi‘ī *fiqh*.[163] This clause, then, I interpret to

[158]Coulson, *Succession*, 41.
[159]J. Sourdel-Thomine, ″al-Biḳā‘,″ *EI*^{2}, 1:1214.
[160]Guellil, *Akten*, 65, 125-29.
[161]Y. Linant de Bellefonds, ″Iḳrār,″ *EI*^{2}, 3:1078.
[162]Al-Asyūṭī, *Jawāhir*, 2:317.
[163]Ibid., 361.

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mean that in the absence of the declarants listed in lines 33-34, the Amir Nāṣir al-Dīn had to swear an oath that he had legal entitlement to receive their share of their sister′s estate.

wa-ḥalafa . . . bi-Allāh al-ʻAẓīm. According to some jurists an oath (*yamīn*) ″is constituted by the use of the name of Almighty God, or by any of those appellations by which the Deity is generally known or understood.″[164] Especially efficacious are those which refer to His power, glory, or might. Thus the reference to God as ″al-ʻAẓīm.″

38-40. *wa-thabata al-iqrār wa-al-ḥalf . . . fa-lammā thabata dhālika jamīʻuhu wa-ittaṣala thubūtuhu* . . . The procedure alluded to in these three lines is not altogether clear. If *jamīʻuhu* refers to certification of the acknowledgment and the oath by Judge Sharaf al-Dīn, why should it be necessary to convey it to his court, where said certification had actually taken place? Probably, therefore, *jamīʻuhu* refers to the certification and conveyance of all the documents involved in the case. Once this had been accomplished, Sharaf al-Dīn could authorize Nāṣir al-Dīn to take possession of the sum owed to him.

41. *qabaḍa dhālika qabḍan . . . bi-ḥaḍrat shuhūdihi.* As we shall see below in the witnessing clauses, four of the witnesses to the document testified that they saw Nāṣir al-Dīn take possession of the amount due to him.

42-46. The most complicated aspect of this document lies in the arithmetic: How was the amount finally received by Nāṣir al-Dīn calculated? The complexity is increased, moreover, by the use of the *siyāqah* script for some, not all, of the figures. Those written on line 42 and the first half of line 43, as well as lines 4-5 and 16, are written in full, in regular script, whereas ″the details″ mentioned in the second half of line 43 are written in the *siyāqah.* In what follows I shall attempt to reconstruct the computations.

As we have seen, Nāṣir al-Dīn had two claims: one, a debt of ten thousand *dirham*s owed by Shams al-Dīn to Ālmalik, which Ālmalik had transferred to Nāṣir al-Dīn, and two, the shares of nine of Ālmalik′s ten heirs, who had assigned to Nāṣir al-Dīn their power of attorney, or its equivalent, in this matter. Why the tenth, Mughul, had not done so we do not know. Perhaps she had died, since the entire residue of the estate in Jerusalem was paid to Nāṣir al-Dīn. From the commentator′s point of view it is fortunate that the document does not take up the question of how much of the total residue was due to Nāṣir al-Dīn in his capacity of transferee and how much was due to him as a proxy and guardian of the heirs. The settlement outlined in the document is complex enough as it

[164] Thomas Patrick Hughes, *Dictionary of Islam* (reprint, New Delhi, 1977), 437.

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stands. If my reading of the *siyāqah* script is correct, this is what happened: Nāṣir al-Dīn received the equivalent of 1989.75 *dirham*s from the depository of the Shāfi'ī Court in Jerusalem, 1794.75 silver *dirham*s and ten gold florins worth 195 *dirham*s. The total figure of 1989.75 was ultimately derived from the residue from the estates of Shams al-Dīn and Ālmalik, these being calculated as 5707.75 *dirham*s for Shams al-Dīn and 2081.25 for Ālmalik, for a total of 7789. But 733.75 *dirham*s had to be subtracted from Ālmalik's estate: 50 *dirham*s for her burial expenses and 50 for a debt, and 633.75 *dirham*s as a bequest for Quranic recitations and other charitable purposes, for a total of 733.75 *dirham*s, leaving a balance of 7055.25 *dirham*s. And, the document goes on to state, Nāṣir al-Dīn had already received substantial portions of the amount due him: 3000 *dirham*s in cash and 364.25 and 1701.25 *dirham*s from goods sold from the estates of Shams al-Dīn and Ālmalik respectively, for a total of 5065.50 *dirham*s. Subtracting, then, 5065.50 *dirham*s from the total balance of 7055.25 leaves the residue of 1989.75 which Nāṣir al-Dīn received, 146.25 *dirham*s from Ālmalik's estate and 1843.50 from Shams al-Dīn's. These calculations can perhaps be more readily grasped in the following form:

On deposit in the Shāfi'ī Court and received from the estates of		
Shams al-Dīn and Ālmalik	1794.75 *dh*	(line 5)
10 gold florins worth	195.00 *dh*	(line 5)
	1989.75 *dh*	(line 42)
This balance represents a split between the proceeds from two estates:		
Shams al-Dīn	1843.50 *dh*	(line 46)
Ālmalik	146.25 *dh*	(line 46)
	1989.75 *dh*	(line 42)
Their total estates had been worth:		
Shams al-Dīn	5707.75 *dh*	(line 43)
Ālmalik	2081.25 *dh*	(line 43)
Total	7789.00 *dh*	(line 43)

But this total had been reduced by expenses, a debt, and a legacy from Ālmalik's estate:

Debt	50.00 *dh*	(line 44)

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Burial	50.00 *dh*	(line 44)
Legacy	633.75 *dh*	(line 44)
Total subtraction	733.75 *dh*	

Net result: 7789.00 *dh* – 733.75 *dh* = 7055.25 *dirham*s (line 44). In addition, Nāṣir al-Dīn had already received from the two estates:

Cash from Shams al-Dīn′s	3000.00 *dh*	(line 45)
Sale from Shams al-Dīn′s	364.25 *dh*	(line 45)
Sale from Ālmalik′s	1701.25 *dh*	(line 45)
Total already received	5065.50 *dh*	

Balance (line 42): 7055.25 *dh* – 5065.50 *dh* = 1989.75 *dh*.

This means that Nāṣir al-Dīn′s total received in Jerusalem, however it may be calculated, fell considerably short of the ten thousand *dirham*s owed him from the transferred debt, not to mention the amounts due to the other heirs whose proxies he held. But it should be recalled that Shams al-Dīn and Ālmalik had other assets in Damascus, Baalbek, and Bekaa, which presumably were also distributed to the legal claimants. Were these distributions coordinated with the Jerusalem courts? We do not know.

Before leaving this subject we should note that although some of these figures may be reconciled with those contained in the death inventory and the *makhzūmah,* others cannot. The figures cited for the sale from Shams al-Dīn′s estate come close: 364 from the *makhzūmah,* 364.25 from the *ishhād*. The 3000 *dīnār*s held by Ibn Sanājiq are identical in both these documents. But of the total of twenty-three florins mentioned in the inventory, only ten are mentioned in the *ishhād*; it is also difficult to account exactly for the total of 3133.25 *dirham*s (apart from Ibn Sanājiq′s 3000) enumerated in the estate inventory. Again, however, it should be recalled that we do not know how much time elapsed between the date of the inventory and the death of Shams al-Dīn, or what happened to his assets during the interval.

In Appendix B below I have noted the *siyāqah* numbers deciphered so far from the Ḥaram documents.

44. *tajhīz wa-dayn . . . wa-al-thulth al-mūṣá bi-hi . . .* As already noted above (see p. 94) there are three types of claims against estates: burial expenses, debts, and legal heirs. But the testator also has the right to dispose of a maximum of one-third of the estate, after the payment of burial expenses

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and debts, in the form of legacies.[165] Obviously Ālmalik left instructions in her will, or estate inventory, that the disposable third of her estate be devoted to charity and Quranic recitations, presumably coupled with prayers for her soul.

45. *thaman al-a'yān min tarikat Shams al-Dīn* . . . This refers to the proceeds from the sale of chattels, recorded in *makhzūmah* no. 591 above.
min tarikat Ālmalik thaman ḥawā'ij mubā'ah qabla ta'rīkhihi. Although there was obviously a public sale of goods from Ālmalik's estate, there is no indication of when or where the sale was held except that it was concluded before the date of the document. Since there is no specific reference to any sums received by Nāṣir al-Dīn outside Jerusalem, I would infer that the goods were sold in Jerusalem. Unfortunately, if this was indeed the case, no *makhzūmah* has showed up so far.

    As already mentioned in footnote 118, this must be an error for . Otherwise the figures on line 45 itemizing the sums that Nāṣir al-Dīn had already received from the two estates add up to 5072.50 *dirham*s, which, if subtracted from the balance of 7055.25 entered on line 44, yield a final balance of 1982.75 *dirham*s rather than the 1989.75 entered on line 42.

47. *Amīn al-Ḥukm.* "In the Mamluk period the *Amīn al-Ḥukm* was a judicial officer, under the jurisdiction of a *qāḍī*, responsible for the welfare of minor orphans."[166] Given the fact that Ālmalik had left at least one orphaned heir, for whom Nāṣir al-Dīn was legal guardian, it is not surprising that he should be required to acknowledge that nothing was due to him from this source.

48. *mā awṣat bi-hi Ālmalik.* The use of this clause, which is standard in wills, indicates that Ālmalik had indeed drawn up a will before her death.[167]
thulth mālihā. Note that a third of her estate (2081.25 *dh* – 100 *dh* = 1981.25 *dh*) is 660.42 *dirham*s, not 633.75 (line 44).
wa-lā li-muwakkilīhi presumably refers to those heirs listed in lines 26-27 above who had assigned their power of attorney to Nāṣir al-Dīn.

49. *wa-wakkala fī thubūtihi . . . tawkīlan shar'īyan.* This clause means that Nāṣir al-Dīn appointed an agent to act in his behalf in obtaining court certification of his *ishhād* and a judgement as to his claims, a well documented practice during the Mamluk period.[168] I suspect that either the Shāfi'ī *qāḍī*

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[165]Al-Asyūṭī, *Jawāhir*, 1:455. Cf. Muhammad Abu Zahra, "Family Law," 161-62; also Coulson, *Succession*, 213-58.

[166]Lutfi and Little, "Emendations," 330.

[167]See *Catalogue*, 311-12.

[168]For discussion of the service of *wakīl*s in court, representing clients in the absence of attorneys

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Sharaf al-Dīn or the court clerk/notary who drafted the *ishhād* served in this formal capacity.

50. *wa-ṣallá Allāh . . . wa-ni'ama al-wakīl.* Al-Asyūṭī mentions the merit of closing legal documents with such pious phrases.[169] In practice they were often used as fillers, to complete a final line of a document which might otherwise have been partially blank. This is graphically demonstrated in the photographs of the *iqrār*s photographed in Lutfi's *"Iqrār*s."[170] These phrases were also used in chancery documents, in what Ernst calls the *Schlussprotokoll.*[171]

51. Curiously, although the *taṣliyah* and *ḥasbalah* normally indicate the end of the text of a document, a sentence has been appended here, almost as an afterthought, to indicate that Nāṣir al-Dīn attested to the validity of Ālmalik's bequest.

    lā maṭ'an lahu wa-lā dāfi'. . . This is a stock phrase that sometimes appears in al-Asyūṭī's formularies after a judge has heard a claim or request from a plaintiff/claimant for a judgement. Before delivering the judgement, the judge will ask the defendant in the case whether he has any challenge or rebuttal. If he has none, he replies that he has no *maṭ'an* or *dāfi',* and the judge issues his verdict.[172] In the context of this document the phrase means that Nāṣir al-Dīn has no challenge to Ālmalik's bequest, and that it should be honored accordingly.

52-65. These lines contain witnessing clauses of no less than ten witnesses to the document or, more accurately, to various depositions and processes contained or described therein. Although two male witnesses would have sufficed, the presence of more is by no means unusual.[173] Nevertheless, ten is a large number and may indicate that the case was perceived to be so complex and problematic that the agreement of this extraordinary number

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in Muslim law, see Émile Tyan, "Judicial Organization," in *Law in the Middle East*, ed. Khadduri and Liebesny, 257-59. See also Guellil, *Akten*, 297, 363, and especially al-Ṭarsūsī's formulary for a *wakālah*: *"Fulān* appointed *fulān* A his agent in legal claims and in response as to what is claimed against him, in referring his affairs to judges, in establishing proofs, and verifying rights . . ." (175-76). Also Lutfi, *"Iqrār*s," 276, 280, and al-Asyūṭī, *Jawāhir*, 2:373. For a similar example from the Mamluk documents of St. Catherine's Monastery, see 'Abd al-Laṭīf Ibrāhīm, "Min Wathā'iq Sānt Katrīn: Thalāth Wathā'iq Fiqhīyah," *Majallat Kullīyat al-Ādāb, Jāmi'at al-Qāhirah* 25 (1963): 99.

[169] Al-Asyūṭī, *Jawāhir*, 1:25.

[170] Plates I, III, IV, V, VI, VII. Also, *Catalogue*, Plate 6.

[171] Ernst, *Sultansurkunden*, xxxv-xxxvii.

[172] Al-Asyūṭī, *Jawāhir*, 2:461, 506, 507, 519, 520, 526.

[173] See note 70 above.

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of witnesses would serve to reinforce the legality of the proceedings. As in no. 133 above, the certifying judge saw fit to endorse the testimony of a limited number of the witnesses with the *raqm*, written in a thick pen, *shahida ʻindī bi-dhālika.* Note, however, that of these four ([a]52, [c]52, [a]63, [b]63), one ([a]52)—Muḥammad ibn Sulaymān, who probably indited the document[174]—is distinguished by the addition of the epithet, *″Aʻazzahu Allāh taʻālá.″* According to al-Asyūṭī this epithet was used for witnesses who enjoyed repute as jurists, teachers, or chancery clerks.[175] Lacking further information about the witnesses, we can only opine that the judge singled out Muḥammad ibn Sulaymān for a special mark of respect for reasons unknown. Similarly, we can only speculate as to whether the judge´s endorsement of only four witnesses´ testimony betokens his recognition of the *ʻadālah.*[176]

The witnessing clauses can be further divided according to content. Three witnesses ([a]52, [d]52, [c]57) testify to what the document ascribes to the Shāfiʻī *qāḍī* Sharaf al-Dīn and Nāṣir al-Dīn; of these, the latter two add that they witnessed Nāṣir al-Dīn take possession of the amount kept in the court depository. One witness ([b]58) served as witness to Nāṣir al-Dīn alone, including his receipt of what was owed to him. Two witnesses ([b]52, [c]52) testify to what the document ascribes to the Shāfiʻī judge *and* the Ḥanafī judge Taqī al-Dīn; three more ([a]58, [a]61, [b]63) testify to what is ascribed to all three parties, i.e., both judges plus Nāṣir al-Dīn. Of these, one ([b]63) testifies in addition that Ālmalik´s bequest of one-third of her estate was disbursed legally; and one ([a]63) testifies to this fact alone. Clearly, then, this document required testimony to four specific issues: (a) the validity of the actions and depositions of one or both of the two contemporary judges involved in the proceedings; (b) the validity of the depositions and actions of the claimant, Nāṣir al-Dīn; (c) his receipt of the residual estates held by the Shāfiʻī Depository in Jerusalem; (d) the legal disbursement of Ālmalik´s bequest.

It should be noted, moreover, that of the four witnessing clauses endorsed by the judge, one ([a]52) refers to the Shāfiʻī judge and Nāṣir al-Dīn; one ([b]52) to both judges; one ([c]52) to both judges and Nāṣir al-Dīn´s

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[174]Although al-Ṭarsūsī suggests that modesty requires the drafter of the document to write his witnessing clause in ″the neutral middle,″ I am convinced from my survey of the Ḥaram documents that the right-hand position directly beneath the text was reserved for this purpose. See Guellil, *Akten*, 364-65.

[175]Al-Asyūṭī, *Jawāhir*, 2:372.

[176]See the commentary on no. 133, lines 16-21, above.

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transactions and receipt; and one ([b]63) to the three principals plus Ālmalik′s bequest. Thus, all four issues are witnessed by endorsed witnesses. Although none of the witnesses, whether endorsed or not, testified to all issues, all but one ([a]63) testified to two or more issues.

The witnessing clauses can also be characterized on the basis of format, using the categories derived by Guellil from her study of al-Ṭarsūsī′s formularies. All but one of the clauses ([a]63) fall into the category of *Instrumentszeugnis* or testimony to the document itself, and all follow the standard form (*gewöhnliches Instrumentszeugnis*).[177] In response to Nāṣir al-Dīn′s request for witnesses in line 2, *ashhada ʻalayhi al-Janāb* . . . , all ten witnesses reply, *ashhadu ʻalayhi* (I am witness to him), or in the case of [d]52 and [c]57, in the past tense, *shahidtu ʻalá* (I was witness to . . .). This opening clause is followed in each instance by the name/s of the principal/s involved and the phrase, *bi-mā nusiba ilayhi*/*ilayhim aʻlayhu*/*fīhi . . . fī taʾrīkhihi* (to that which is attributed to him/them above/in this document . . . on its date). These witnessing clauses end with the name of the witness, preceded by *katabahu* (he wrote it). But some of these clauses ([c]52, [d]52, [c]57, [b]63) take an expanded form of the standard format, called by Guellil the *erweitertes Instrumentszeugnis*,[178] since they add a clause witnessing either Nāṣir al-Dīn′s receipt of the goods or the correct disposition of the estate. Finally, the one exceptional witnessing clause ([a]63) is couched in the form of a *Sachzeugnisse*, testimony to the case itself,[179] in this instance to the disbursement of the one-third bequest.

Margin:

li-yushhada bi-thubūtihi wa-al-ḥukm bi-mūjab dhālika . . . As noted in the commentary on no. 133 above, this clause, written like the judge′s *ʻalāmah* and the endorsement of some of the witnessing clauses with a thick pen, is called a *tawqīʻ*. It contains the judge′s verdict (*ḥukm*) in response to Nāṣir al-Dīn′s claim (*daʻwá*) that the transactions set out in the document should be certified by a court. Al-Asyūṭī describes the process in some detail in his chapter on *al-qaḍāʾ*: ″When the witnesses have completed their depositions,″ and the judge has endorsed them and inscribed his motto,

> he turns his attention [to writing] the *tawqīʻ* on the document (*al-maktūb*). Its position is beneath the *bāʾ* of the *basmalah*,

[177]Guellil, *Akten*, 360.

[178]Ibid., 263.

[179]Ibid., 361.

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> at the side of the text, at the beginning of the first line. If the *tawqī'* follows the Egyptian model, the judge writes *li-yusajjala khāṣṣatan* and the court clerk handles the phrasing of the certification. . . . If the judge desires, he writes *li-yusajjala bi-thubūtihi wa-al-ḥukm bi-mūjabihi*, or *li-yusajjala bi-thubūtihi wa-tanfīdhihi*, or *li-yusajjala bi-thubūt mā qāmat bi-hi al-bayyinah fīhi wa-al-ḥukm bi-hi*. If the *tawqī'* is according to the Syrian model, the judge writes it in the margin, from the beginning of the first line of the text, in the following form: *li-yushhada bi-thubūtihi wa-al-ḥukm bi-mūjabihi*, and mentions in his handwriting everything for which testimony has been given to him, root and branch. If there is any disagreement (*khilāf*) about the question, he states *ma'a al-'ilm bi-al-khilāf wa-billāh al-Musta'ān.*[180]

Thus it can be readily seen that this *tawqī'* was composed in conformity with the pattern followed by Syrian notaries. Conversely, the document provides evidence that al-Asyūṭī was not writing in a vacuum, from the perspective of a theorist, but was describing actual notarial practice. The fact that he was writing a century or so later than our document merely underlines the conservatism of the Arabic notarial tradition.

ṣiḥḥat al-ḥawālah . . . wa-ṣarf al-mablagh al-mūṣá bi-hi . . . It is noteworthy that in addition to the verdict that Nāṣir al-Dīn´s request for certification was valid the judge also singled out the validity of two specific transactions connected with the case, namely the *ḥawālah* and the disposition of the bequest. Obviously the judge must have regarded these transactions as the two critical legal issues, whose validity was open to challenge.

ma'a al-'ilm bi-al-khilāf is one of several phrases cited by al-Asyūṭī to register a *qāḍī*'s awareness of the possibility of a divergent judgement from another judge on the basis of the same evidence.[181] It is interesting that in al-Ṭarsūsī´s formulary the phrase takes the form, *ma'a 'ilmihi . . . bi-al-khilāf bayna al-'ulamā'* (despite his knowledge of disagreement among legal scholars).[182]

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[180]Al-Asyūṭī, *Jawāhir*, 2:370-71.

[181]See Little, "Court Records," 43-44. Cf. Wakin, *Function of Documents*, 32-37, for a discussion of the means used by notaries to avoid the possibility that a dissenting *qāḍī* might declare a contract invalid.

[182]Guellil, *Akten*, 305.

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IV. Verso, no. 355. An *ishhād/isjāl*, dated 7 Rajab 795/19 May 1393, made in response to the *ḥukm* contained in the *tawqī'* on recto (dated five weeks earlier), calling for witnesses to attest to the validity of the document and the transactions recorded therein. See figure 13, p. 193.

Arabic Transcription

١. ا[لحمـ]د لله
٢. [اشهـ]دنى الفقير [الـ]ى [اللـ]ه تعالى الشيخ الامام العالم جمال الدين ابو محمد
٣. مفيد الطالبين بقية السلف الصالحين ابو محمد[183] عبد الله
٤. ابن العبد الفقير الى الله تَعالى الشيخ الامام العَالم العَلامة
٥. شمس الدين مفتي المسلمين صدر المدرسين ابي عبد الله محمد ابن المرحوم
٦. الفقير الى الله تَعالى زين الدين حامد الشَافعي خليفة الحكم العزيز
٧. بالقدس الشريف ايده الله تَعالى وهو في مجلس حكمه ومحل ولايته
٨. انه ثبتَ عنده بعد تقدم الدعوى المسموعة وما
٩. يترتب عليها شرعاً مضمون الاشهاد المسطر باطناً على ما نُصَ
١٠. وشرح وبين واوضح ومضمون ما قامت به البينة باطنا في جميع
١١. ما سطر باطناً حسب ما نص وشرح وبين واوضح وفصل
١٢. باطناً على الوجه المشروح باطناً ثبوتاً صحيحا شرعيا
١٣. معتبرا مرضياً معمولا به معولا عليه موثوقاً مركوناً اليه
١٤. مستجمعاً شرايطه الشرعية وانه ايده الله تعالى حكم بموجب
١٥. ذلك كله وصحة الحوالة المعينة باطناً ولزومها وعدم رجوع
١٦. المحتال على المحيل وفي ماله وَصرف المبلغ الموصى به وهو
١٧. الثلث المعين باطناً الى مستحقيه شرعاً مع العلم بالخلاف
١٨. في ما فيه الخلاف حكما صحيحاً شرعياً بتة وامضاه وقضى بموجبه
١٩. والزم بمقتضَاه مسؤولا فيه مستجمعاً شرايطه الشرعية
٢٠. وواجباته المرعيَّة فشهدت عليه بذلك في سابع شهر رجب
٢١. الفرد سنة خمس وتسعين وسبعماية وكتبه
٢٢. محمد الصفدي
٢٣. كذلك اشهدني ايده الله تعالى فشهدت عليه بذلك كتبه عيسى بن احمد

[183] This *kunyah* has been inadvertently repeated.

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العجلوني الشافعي
٢٤. كذلك اشهدني ايده الله فشهدت عليه بذلك كتبه خليل بن موسى
٢٥. وكذلك اشهدني ايده الله تعالى فشهدت عليه بذلك كتبه احمد بن محمد بن الجلال
٢٦. وكذلك اشهدني سيدنا ومولانا الحاكم المشار اليه اعلاه ايده الله تعالى فشهدت عليه بذلك
٢٧. كتبه احمد بن رشيد (؟) فتح اللّه (؟)
٢٨. كذلك اشهدني سيدنا الحاكم المشار اليه اعلاه ايده الله تعالى فشهدت عليه بذلك في تاريخه كتبه احمد بن النقيب الشافعي
٢٩. كذلك اشهدني سيدنا الحاكم المشار اليه اعلاه ايده الله تعالى فشهدت عليه
٣٠. بذلك كتبه احمد بن محمد بن علي

Translation

1. Praise be to God
2. The Needy of God the Exalted, the Shaykh, Leader, and Scholar, Jamāl al-Dīn Abū Muḥammad,
3. Benefactor of Seekers, Survivor of the Virtuous Forefathers, ʻAbd Allāh
4. *ibn* of the Servant, Needy of God the Exalted, the Shaykh, Leader, and Learned Scholar,
5. Shams al-Dīn, Muftī of Muslims, Chief of Teachers, Abū ʻAbd Allāh Muḥammad, *ibn* of the late
6. Needy of God the Exalted, Zayn al-Dīn Ḥāmid al-Shāfiʻī, Deputy Judge in
7. Jerusalem the Noble, may God the Exalted support him, while present in his council of judgement and the place of his jurisdiction,
8. called upon me to witness that there was certified before him, after presentation of a permissible claim and that which
9. ensues from it by law, the content of the attestation recorded on recto, in accordance with that which is stated,
10. set forth, explained, and elucidated and the content of that which has been established by testimony on recto as to all
11. that which is recorded on recto, in accordance with that which is stated, set forth, explained, elucidated, and detailed on recto
12. in the manner set forth on recto, such certification being legal, valid,
13. recognized, executable, and in force, worthy of trust, reliance, and confidence,

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14. comprising all its legal conditions. [He further called on me to witness] that he, may God the Exalted support him, issued his judgement to the obligatoriness
15. of all that, to the validity and irrevocability of the transfer of debt designated on recto, to the lack of recourse of
16. the creditor against the transferor and his property, and to [the legality of] the disbursement of the amount of the bequest
17. to its claimants, this being the third designated on recto, in spite of cognizance of a divergence of opinion
18. as to that which is contended. This ruling being absolutely valid and legal, he implemented it, judged in accordance with it, and
19. enjoined in conformity with it, having been requested to do so, fulfilling its legal conditions
20. and its permissible obligations. I was witness to him in that on 7 Rajab
21. the Unique 795 [19 May 1393]. Written by
22. Muḥammad al-Ṣafadī.
23. Likewise he, may God the Exalted support him, called on me as witness, and I was witness to him in that. Written by ʻĪsá ibn Aḥmad al-ʻAjlūnī al-Shāfiʻī.
24. Likewise he, may God support him, called on me as witness, and I was witness to him in that. Written by Khalīl ibn Mūsá.
25. Likewise he, may God the Exalted support him, called on me as witness, and I was witness to him in that. Written by Aḥmad ibn Muḥammad ibn al-Jalāl.
26. Likewise Our Lord and Master the Magistrate mentioned above, may God the Exalted support him, called on me as witness, and I was witness to him in that.
27. Written by Aḥmad ibn Rashīd (?) ibn Fatḥ Allāh (?).
28. Likewise Our Lord the above-mentioned Magistrate, may God the Exalted support him, called on me as witness, and I was witness to him in that on its date. Written by Aḥmad ibn al-Naqīb al-Shāfiʻī.
29. Likewise Our Lord the above-mentioned Magistrate, may God the Exalted support him, called on me as witness, and I was witness to him
30. in that. Written by Aḥmad ibn Muḥammad ibn ʻAlī.

Commentary

2. *Ashhadanī* . . . This document takes the form characterized by Guellil as *ishhād*/*isjāl*,[184] whereby a judge calls for witnesses to certify the validity of

[184]Guellil, *Akten*, 260.

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the document on recto and all the transactions therein recorded. The intent was obviously to insure that these transactions would not be invalidated by another jurist. In fact, further steps were often taken whereby an *ishhād* was prepared by still another judge certifying the original *ishhād*/*isjāl*. This second *ishhād* would have been written in the space left blank to the right of the *ishhād*/*isjāl* on the present document.[185] In his chapter on *shahādāt* (testimony), al-Asyūṭī distinguishes between two formats for court certifications: the *isjāl* format followed by Egyptian notaries and the *ishhād* followed by Syrians. Since our document follows the latter format, we shall confine the present discussion to it.[186] Here is al-Asyūṭī's formulary:

> Format of a judge's *ishhād*, in lieu of an *isjāl*, in the mode of the Syrians, in which the judge signs with his *'alāmah* on the recto of the document and inscribes on the margin his request for witnesses to him regarding certification, judgement, implementation, etc., in the aforementioned form: Our Lord and Master—if he is a Chief Judge, the appropriate honorifics are mentioned along with the invocation, "may God perpetuate his days, strengthen his judgements, lengthen his shadow, and seal his deeds with good ones"; if he is a Deputy Judge, his honorifics are mentioned along with the invocation, "may God the Exalted support him" (*ayyadahu Allāh ta'ālá*)—with complete citation of the magistrate, his name and those of his father and grandfather, so as to avoid any confusion, followed by "al-Shāfi'ī" or "al-Ḥanafī," for example, in such-and-such a kingdom, called upon me as a witness to his generous soul, may God the Exalted guard him, in his noble council of judgement (*fī majlis ḥukmihi al-'azīz*) in such-and-such a place, that there was certified before him the *ishhād* (of attestation) on recto of the aforementioned buyer and seller[187] as to all that which is attributed to them (*bi-jamī' mā nusiba ilayhim*) on recto, and the validity

[185]For examples see *Catalogue*, 258-59 (no. 639), 307-8 (no. 625), 309-10 (no. 717).

[186]See Lutfi, *"Iqrār*s," 282-86; Ibrāhīm, "al-Tawthīqāt," 293-94; and, for a broader discussion of judicial records and registrations, Rudolf Vesely, "Die Hauptsprobleme der Diplomatik arabischer Privaturkunden aus dem spätmittelalterlichen Ägypten," *Archiv Orientální* 40 (1972): 312-43. For further specimens of certified/registered Mamluk documents see [Noberto Risciani], *Documenti e Firmani* (Jerusalem, 1936), 98-109, 190-209, 264-67.

[187]This phrase is used as an example of what the contents of recto might be.

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> of the contract of sale between them in the sale designated on recto, in the manner set forth (*'alá al-wajh al-mashrūḥ*) therein, with valid and legal certification (*thubūtan ṣaḥīḥan shar'īyan*). I was witness to him in that (*fa-shahidtu 'alayhi bi-dhālika*) on such-and-such a date. If evidence is established before the judge to more than we have mentioned, this is added, the principle to be followed being the language and expressions the judge employed in signing the document, neither more nor less.[188]

Similar formularies for this type of *ishhād* are found in al-Ṭarsūsī's *Kitāb al-I'lām*.[189] As we shall see, our document conforms fully with these patterns, beginning with the first word, *ashhadanī*, which is the distinguishing opening of the Syrian model, as opposed to *hādhā mā ashhada bi-hi* . . . , which opens the Egyptian *isjāl*.[190]

2-3. *al-Faqīr ilá Allāh ta'ālá al-Shaykh al-Imām al-'Ālim* . . . are titles used in al-Asyūṭī's formularies for deputy *qāḍī*s.[191]
baqīyat al-salaf al-ṣāliḥīn, according to al-Qalqashandī, is used for scholars and virtuous persons.[192]

2-5. *Jamāl al-Dīn Abū Muḥammad 'Abd Allāh ibn Shams al-Dīn Abī 'Abd Allāh Muḥammad ibn Zayn al-Dīn Ḥāmid al-Anṣārī al-Shāfi'ī.* This *qāḍī* is mentioned only briefly by Mujīr al-Dīn, with the extra *nisbah* al-'Irāqī and with the comment that he was judge of Jerusalem, in office in 812/1409-1410.[193] But from the Ḥaram documents we know that he was Shāfi'ī Deputy Judge in Jerusalem as early as 795/1393, the date of this document. Note that in accordance with al-Asyūṭī's formulary his *nasab*s include both his father and his grandfather. The former, Shams al-Dīn Abū 'Abd Allāh Muḥammad ibn al-Shaykh Zayn al-Dīn Abī Muḥammad Ḥāmid ibn al-Shaykh Shihāb al-Dīn Abī al-'Abbās Aḥmad al-Maqdisī al-Anṣārī al-Shāfi'ī, was also a *qāḍī* in Jerusalem according to Mujīr al-Dīn.[194] From

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[188] Al-Asyūṭī, *Jawāhir*, 2:452-53.
[189] Guellil, *Akten*, 212-14.
[190] Al-Asyūṭī, *Jawāhir*, 2:450, 452.
[191] Ibid., 450.
[192] Al-Qalqashandī, *Ṣubḥ*, 6:40.
[193] Mujīr al-Dīn, *Al-Uns*, 2:129.
[194] Ibid., 126.

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the honorifics assigned to him in the document—Muftī al-Muslimīn, Ṣadr al-Mudarrisīn—we can infer that he too was probably a deputy *qāḍī*.[195]

7. *ayyadahu Allāh ta'ālá*. Note that according to al-Asyūṭī's formulary above, this invocation is used for deputy *qāḍī*s.
   wa-huwa fī majlis ḥukmihi wa-maḥall walāyatihi. Only the first half of this phrase is found in al-Asyūṭī's formulary above. But the entire phrase occurs in at least one of al-Ṭarsūsī's formularies.[196] Apparently it indicates that the judge was in his legally constituted court when the proceedings were conducted.
8. *annahu thabata 'indahu ba'da taqaddum al-da'wá al-masmū'ah.* This is a stock phrase in the Ḥaram documents.[197] According to al-Asyūṭī the first step for a judge to take in adjudicating a matter is to determine whether a claim (*da'wá*) is legally permissible and can be heard in court. This process is known as *taṣḥīḥ al-da'wá*, which can be a formal proceeding, in which case the judge writes an *'alāmat al-da'wá—uddu'iyat bi-hi*—on verso, indicating that the claim has been heard and is valid.[198] Although in our document this formal procedure was apparently not followed (since there is no *'alāmat al-da'wá*), inclusion of the phrase, *al-da'wá al-masmū'ah*, indicates that the claim was heard and found to be permissible.

8-9. *wa-mā yatarattabu 'alayhā shar'an* is a stock phrase in the Ḥaram documents, indicating that a permissible claim and its legal implication and consequences have been duly submitted to the court.[199]

9-11. *'alá mā nuṣṣa wa-shuriḥa* is a stock clause used by al-Asyūṭī and al-Jarawānī in their formularies to refer to the contents of a certified document.[200] It is found as well in surviving specimens of Mamluk *ishhād/isjāl*s.[201] *Buyyina* and *ūḍiḥa* can also be found.[202] *Nuṣṣa wa-shuriḥa* is also used in witnessing clauses at the end of documents.[203]

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[195] Al-Asyūṭī, *Jawāhir*, 2:594.

[196] Guellil, *Akten*, 213; see also Asali, *Wathā'iq*, 2:57 (no. 647).

[197] E.g., Asali, *Wathā'iq*, 1:229 (no. 28b), 2:57 (no. 647).

[198] Al-Asyūṭī, *Jawāhir,* 2:373; cf. Lutfi, *"Iqrār*s," 281.

[199] Asali, *Wathā'iq*, 1:229 (no. 28b), 2:57 (no. 647); cf. al-Asyūṭī, *Jawāhir*, 2:445, 446, 461.

[200] Al-Asyūṭī, *Jawāhir*, 2:450; al-Jarawānī, "al-Kawkab," 110.

[201] Asali, *Wathā'iq*, 1:229 (no. 28); Muḥammad Muḥammad Amīn, ed., *Fihrist Wathā'iq al-Qāhirah ḥattá Nihāyat 'Aṣr Salāṭīn al-Mamālīk (239-922 H./853-1516 M.)*, Textes arabes et études islamiques, 16 (Cairo, 1981), 350; Risciani, *Documenti*, 190.

[202] Risciani, *Documenti*, 264.

[203] Ibid., 184.

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10. *mā qāmat bi-hi al-bayyinah.* See commentary on no. 355 recto, lines 32 and 33.

12. *'alá al-wajh al-mashrūḥ.* See al-Asyūṭī′s formulary above, pp.165-166.

12-13. *thubūtan ṣaḥīḥan shar'īyan mu'tabaran marḍīyan . . . mawthūqan bi-hi markūnan ilayhi . . .* are all stock phrases which can be found in formularies and documents to denote the absolute validity and effectiveness of the certification.[204] I have not come across examples of *ma'mūlan bi-hi mu'awwalan 'alayhi*, but they undoubtedly exist.

14. *mustajmi'an sharā'iṭahu al-shar'īyah . . .* is apparently a variant of the much more common *mustawfīyan sharā'iṭahu al-shar'īyah*.[205] In lines 19 and 20 below the phrase on line 14 is combined with *wa-wājibātihi al-mar'īyah.* Commenting on this combination as it occurs in a Mamluk *isjāl*, Muḥammad Muḥammad Amīn makes the following pertinent remarks:

> It is essential that the conditions of legal validity be fulfilled in the document and that it be written in a legal form which will leave no room for controversy. The most important of the legal conditions which the document fulfills is mention of the legal actor, identification of that which is disposed, without any ambiguity or conjecture, and mention of everything that enhances the validity of the disposition and its freedom from that which diminishes it, in addition to the testimony and signatures of the witnesses and the *qāḍī′s* endorsement of the testimony.[206]

14, 18. *ḥakama bi-mūjab dhālika kullihi . . . wa qaḍā' bi-mūjabihi.* We have already confronted the first clause above in the margin of no. 355 recto. According to Amīn these stock phrases

> mean that the judgement was issued validly and in accordance with other legal requirements, signifying that it is binding for whatever results from the matter in the way in which the judge considered it by law. The judgement requires (a) capacity to dispose (*ahlīyat al-taṣarruf*) and (b) correctness

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[204]Al-Asyūṭī, *Jawāhir*, 2:450, 506; Guellil, *Akten*, 212; Little, ″Purchase Deeds,″ 306-7 (no. 574); Asali, *Wathā'iq*, 1:229; Ibrāhīm, ″al-Tawthīqāt,″ 343; Amīn, *Fihrist*, 350.

[205]See al-Asyūṭī, *Jawāhir*, 2:451; Guellil, *Akten*, 213, 214, 216; Little, ″Court Records,″ 28 (no. 649); Asali, *Wathā'iq*, 2:57 (no. 647); Risciani, *Documenti*, 264.

[206]Amīn, *Fihrist*, 350, citing Ibrāhīm.

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of form (*ṣiḥḥat al-ṣīghah*). The judge delivers his judgement in accordance with these.[207]

15. *wa-ṣiḥḥat al-ḥawālah.* This is the second element cited in the judge´s *tawqī'* written in the margin on recto. Note also that the clause contained therein, *wa-'adam rujū' al-muḥtāl 'alá al-muḥīl*, is repeated in the *ishhād/isjāl.* According to al-Asyūṭī, jurists disagree on this aspect of the *ḥawālah*, i.e., as to whether the creditor (*al-muḥtāl*) has any recourse against the property of the transferor (*al-muḥīl*) if he, the former, does not receive his right from the cessionary (*al-muḥtāl 'alayhi*).[208] The possibility of a challenge on this issue is, of course, one reason for including the phrase, *ma'a al-'ilm bi-al-khilāf* on line 17 and in the *tawqī'* on recto.
16. *wa-ṣarf al-mablagh al-mūṣá bi-hi*. This is the third element which the judge, in the *tawqī'*, cited for certification. By mentioning these three elements explicitly—the *ḥukm*, the *ḥawālah*, and the bequest—the *ishhād/isjāl* conforms to al-Asyūṭī´s view that such a document should follow ″the language and expressions the judge employed in signing the document, neither more nor less.″[209]

18-19. *wa-amḍāhu wa-qaḍá bi-mūjabihi wa-alzama bi-muqtaḍāhu mas'ūlan fīhi* . . . are all stock phrases to be found in the formularies for *ishhād/isjāl*s and other judicial documents. Compare, for example, al-Ṭarsūsī´s *wa-qaḍā' bi-mūjabihi wa-alzama bi-muqtaḍāhu wa-ajāza dhālika wa-anfadhahu wa-amḍāhu mas'ūlan fīhi . . .*″[210]

20-30. *fa-shahidtu 'alayhi bi-dhālika . . . ashhadanī* . . . The witnessing clauses follow the format characteristic of the Syrian *ishhād*, in which the drafter of the document responds to the judge´s request for witnesses—*ashhadanī*—in the opening line of the text with *fa-shahidtu*. . . .[211] The co-witnesses use the formula *ka-dhālika ashhadanī . . . fa-shahidtu 'alayhi bi-dhālika.*[212] It is noteworthy that two of the witnesses to the *ishhād* served

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[207]Ibid.

[208]Al-Asyūṭī, *Jawāhir*, 1:180.

[209]See his formulary, p. 166, above.

[210]Guellil, *Akten*, 213, 214, 216; cf. al-Asyūṭī, *Jawāhir*, 2:510.

[211]Al-Asyūṭī, *Jawāhir*, 2:452-53; Guellil, *Akten*, 260. For examples, see Asali, *Wathā'iq*, 2:57 (no. 647); Lutfi, *″Iqrār*s,″ 283-84 (no. 315 verso).

[212]Guellil, *Akten*, 364. For examples, see Asali, *Wathā'iq*, 2:57 (no. 647); Risciani, *Documenti*, 200, 204, 208.

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also as witnesses to the document on recto, namely ʻĪsá[213] ibn Aḥmad al-ʻAjlūnī al-Shāfiʻī and Aḥmad ibn Muḥammad ibn ʻAlī.

I hope that the above commentary has demonstrated that this document is a standardized one which complies with the formularies recommended by al-Asyūṭī (and al-Ṭarsūsī), so much so, in fact, that it resembles a printed form which the notary has copied, filling in only the relevant particulars of name, dates, and transactions. Otherwise, almost all the language of the document consists of notarial clichés in common use in Mamluk Syria and Palestine. In this respect it is noteworthy that al-Asyūṭī, writing around a century after the date of the document, accurately recorded the different practices for certifying documents followed by Syrian, as opposed to Egyptian, notaries and court clerks. Thus we have one more reason for confirming the value of al-Asyūṭī´s notarial manual as a historical source.[214]

Concluding Remarks

What is to be learned from this extended paper chase apart from a mass of detail related to the drafting of legal documents? Not as much, perhaps, as we would like but more than enough to justify the pursuit, given the paucity of data from literary sources on how society functioned below the level of the Mamluk elite and their clients. Here our documents afford us rare glimpses of a thriving but otherwise unknown family from a remote area of the Mamluk empire. The core of the family consisted of a childless merchant and his wife, both from Baalbek, who owned assets there as well as in Damascus and Jerusalem. At the time the first document, an estate inventory, was drafted in October 1391, the two were living in an apartment in the Maghribī Quarter of Jerusalem, presumably on a temporary basis since Shams al-Dīn did not own the building and his possessions listed in the inventory consisted solely of cash, clothing, and two carpets. Shams al-Dīn must have been in Jerusalem on business; otherwise it is difficult to explain the large amount of cash at his disposal in the city: 6133.25 *dirham*s and twenty-three gold coins, plus ninety-one *dirham*s declared by Ālmalik as maintenance. According to the inventory all the money had been deposited by Shams al-Dīn with two other merchants in Jerusalem. Although we do not know whether he took this action for reasons of security, profit, or both, it is interesting that he had such financial arrangements with two colleagues in the city. But the state of the couple´s finances should not blind us to the possibility that they were combining business

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[213]"ʻĪsá" I now prefer to "ʻAlī" in my "The Jews," 247.

[214]See Little, "Purchase Deeds," 333-35, and idem, "The Nature of *Khānqāh*s, *Ribāṭ*s, and *Zāwiya*s under the Mamlūks," in *Islamic Studies Presented to Charles J. Adams*, ed. Wael B. Hallaq and Donald P. Little (Leiden, 1991), 91-105. Cf. Monika Gronke, "La rédaction des actes privés dans

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with piety and pleasure during their sojourn in Jerusalem. After all, the city was a pilgrimage center for Muslims, for which Ālmalik must have felt some affection since she arranged to pay for recitation of the Quran there after her death. In any event, by the ninth of October Shams al-Dīn had fallen sick and had become so weak that arrangements were initiated to prepare for his death. These took the form of the estate inventory conducted in his residence, with Ālmalik and four witnesses authorized by the Shāfi'ī judge Sharaf al-Dīn al-Anṣārī in attendance. Exceptionally, this same judge endorsed the inventory and ruled that it should be certified by witnesses to his judgement, though this step was apparently not taken. Perhaps he, or Shams al-Dīn and Ālmalik, thought that settlement of the estate would be complicated by their ownership of assets, and the presence of their heirs, in Syria and that certification might facilitate the process. Why the certification was not completed is not known.

Nor can we ascertain how soon thereafter Shams al-Dīn died, before the public sale of his possessions in March 1392. However, enough time had elapsed for his wife's nephew in Baalbek to obtain, in February, court certification of a document in Damascus supporting his claims on Shams al-Dīn's estate and to bring that document to Jerusalem. Himself the son of a judge, Nāṣir al-Dīn was an officer in the non-Mamluk corps stationed in Baalbek—the Ḥalqah. As a mere nephew to Ālmalik, he was excluded by other heirs to Shams al-Dīn's estate. Indeed, Shams al-Dīn's heirs are identified in the inventory and a later document as Ālmalik and two brothers and sisters; two or three of these were only half siblings, being the children of Shams al-Dīn's mother by another husband, apparently of non-Arab origin if his *nisbah*, al-'Ajamī, is a reliable indicator. Why these heirs made no claim on their brother's Jerusalem estate is a matter for conjecture: perhaps they were aware that Shams al-Dīn's long-standing debt of ten thousand *dirham*s to Ālmalik, legally transferred to her nephew, took precedence and would exhaust the Jerusalem holdings. Be that as it may, it was the nephew in the army, Nāṣir al-Dīn, who took the initiative and journeyed to Jerusalem, stopping in Damascus to put the necessary papers in order, so as to press his claim to the transferred debt. For the time being, under the auspices of the Ḥanafī Court, he was able to obtain all the proceeds of the sale of Shams al-Dīn's personal effects, netting 364 *dirham*s. More than a third (143.5 *dirham*s) of this amount was fetched from the sale of two garments (*ḥanīn*s) trimmed with fur; the rest came from other clothes and two old rugs. Nāṣir al-Dīn also managed to obtain three thousand *dirham*s held on deposit by one of the Jerusalem merchants mentioned above. But it seems that this was as far as Nāṣir al-Dīn got at this time. Was his aunt still alive at the time of the sale, i.e., 17 March 1392? Undoubtedly not, since four months earlier, in December 1391, Nāṣir al-Dīn had taken steps to make a claim on her estate on behalf of her legal heirs. Ālmalik came from a much larger

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family than Shams al-Dīn; one of eleven children by the same father, she had five full sisters and two half-sisters and three half-brothers (all named Muḥammad!) by a second wife to her father. Apparently none of these heirs made a claim on their sister's estate. Instead all of them, except Mughul, whose actions are unspecified, formally ceded their rights as heirs to Nāṣir al-Dīn, who was himself excluded as an heir. This was accomplished in two stages. In December 1391 he obtained certified documents authorizing him to act on behalf of five of the heirs in their claims against the estate; a year later, in December 1392, four of the remaining heirs granted him similar authorization. Moreover, at some unspecified time a public sale of Ālmalik's effects was conducted in Jerusalem, from which Nāṣir al-Dīn realized the sizeable sum of 1701.25 *dirham*s. Whether this was released to him to retire the transferred debt or to satisfy the claims of the heirs is not known since no *makhzūmah* or any other document other than the *ishhād* recording the final settlement, drawn up in April 1393, has survived.

Whatever the case may be in this particular instance, our documents as a group acquaint us with the workings of a small nuclear family extended by numerous brothers and sisters, born of various husbands and wives—siblings represented by a nephew—split from the nuclear core by the considerable distance between Jerusalem and Baalbek by way of Damascus. But what is noteworthy in all this is the fact that despite the elaborate provisions made by the Islamic law of inheritance to insure the prescribed distribution of property and wealth among the closest blood and marital relations, in this case a remote relative, a nephew of one of the decedents, was able by assiduously availing himself of legal opportunities to interpose himself in the system to his own advantage. To be sure we cannot determine from our incomplete set of documents whether Nāṣir al-Dīn should be regarded as defender or exploiter of the rights of the legal heirs to his aunt's estate. But the fact remains that a complex legal system gave him occasion to intervene. In this respect we might heed the advice of another scholar, who speaks in a similar vein on a related matter:

> Thus, if we are to understand how property passed from one generation to the next, we should pay less attention to the fixed rules of inheritance and greater attention to the flexible and dynamic rules that govern the transmission of endowment property.[215]

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le monde musulman médiéval: Théorie et pratique," *Studia Islamica* 59 (1984): 159-74.

[215]David S. Powers, "A Court Case from Fourteenth-Century North Africa," *Journal of the American Oriental Society* 110 (1990): 243.

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If for the last clause we substitute ″rules that govern the judicial system,″ we come close to recognizing one of the advantages to be gained from studying the Ḥaram documents.

The complexity and efficiency of the Islamic judicial system under the Mamluks is a second lesson to be learned from our documents. Here some observations can be made about the operations of the courts in Palestine and Syria at the end of the fourteenth century. First, it is clear that the activities of judges were not isolated according to *madhhab* but that the actions of a judge of one school were recognized as valid by judges of the others. Thus the decisions made on 7 April 1393 by the Shāfi'ī judge of Jerusalem, Sharaf al-Dīn al-Anṣarī, to accept the validity of the proxies assigned to Nāṣir al-Dīn as well as his entitlement to the transfer of the debt owed by his uncle to his aunt involved recognition of the validity of actions taken by Ḥanafī and Ḥanbalī judges as well as other Shāfi'ī judges. Furthermore it is obvious that the activities of the judges were not restricted in venue but were recognized as valid in different towns of the Mamluk empire. It is not surprising, of course, that a court in Jerusalem would accept documents certified by courts in Damascus since the former were under the jurisdiction of the latter for a considerable stretch of the Mamluk period.[216] Nevertheless, we have seen that the *shurūṭ* manuals describe the procedures by which court rulings could be conveyed from one court to another, no matter what the location may have been. In this respect it is possible that the Mamluks′ policy of equalizing the four schools of jurisprudence facilitated recourse to judges of diverse affiliations.[217] The uniformity of judicial and notarial documents throughout the empire, taking into account variations in the Egyptian and Syrian traditions, also served to give the system coherence. In any event no less than seven judges of three *madhhab*s (three Shāfi'ī, two Ḥanafī, and two Ḥanbalī) in two cities are known to have participated in the settlement of the estate in question; there may well have been more cited in documents missing for Ālmalik (estate inventory or will and *makhzūmah*). In addition the four extant documents bear the names of twenty-one witnesses, three of whom witnessed two documents. In line with what has been observed regarding the interaction of the *madhhab*s, it is noteworthy that both the estate inventory and Nāṣir al-Dīn′s *ishhād* of attestation were witnessed by affiliates of both the Shāfi'ī and Ḥanafī schools. Nevertheless, it is somewhat curious that the Ḥanafī judge in Jerusalem loomed so large in the settlement process: he authorized the sale of Shams al-Dīn′s

[216]According to Mujīr al-Dīn (*al-Uns*, 2:119), the Shāfi'ī judges in Jerusalem were appointed by the *qāḍī* of Damascus until 800/1397-98, when the Mamluk sultan in Egypt asserted this prerogative.

[217]See Joseph H. Escovitz, ″The Establishment of Four Chief Judgeships in the Mamluk Empire,″ *JAOS* 102 (1982): 529-31; Little, ″Religion under the Mamluks,″ *The Muslim World* 73 (1983): 174-75, reprinted in Little, *History and Historiography*.

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chattels; consequently, all the documents from Damascus were conveyed to him before they reached the Shāfi'ī Court where the residue of the estate was deposited.

Finally, the obvious point should be stressed that despite what is often claimed to be an Islamic bias in favor of oral as opposed to written testimony, documents played a conspicuous and essential role in legal transactions. In this particular case, Nāṣir al-Dīn's certified attestation that he received the money due to him from the Shāfi'ī Depository in Jerusalem, more than twenty documents listed in Appendix A can be identified. Documents issued in Damascus as early as 1386 were adduced in Jerusalem in 1393 in support of legal claims in accordance with a recognized system of conveying legal instruments from one court to another. This is not to deny the importance of witnesses who were physically present to give testimony in judicial proceedings; references in our documents to *bayyinah* and the signatures of witnesses beyond the requisite two demonstrate the prominence of their role. Still, in the tradition of the states that antedated Islam, the medieval Muslim courts were clearly awash with documents and personnel to draft and register them. There can be no doubt that Muslim courts accepted documents as proof as long as they met long-standing criteria drawn up and continuously monitored by jurists.

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Appendix A

Chronological list of documents and legal transactions involved in the disposition and settlement of the estates of Shams al-Dīn al-Ba'labakkī and his wife.

1. 13 Shawwāl 788/7 November 1386. A *ḥujjah*/*masṭūr* (document) containing an *iqrār* (acknowledgment) of Shams al-Dīn′s ten thousand *dirham* debt to his wife Ālmalik and a *faṣl ḥawālah* (no. 3 below).[218]
2. 1 Dhū al-Ḥijjah 788/24 December 1386. An *ishhād* (attestation of certification) by Aqḍá al-Quḍāh Badr al-Dīn al-Ḥanafī in Damascus certifying the *iqrār* (no. 1 above).[219]
3. 23 Ṣafar 789/15 March 1387. A *faṣl ḥawālah* (transfer clause) added to the *iqrār* (no. 1) containing Ālmalik′s *ishhād* (attestation) that she had transferred the debt to her sister′s son, Nāṣir al-Dīn.[220]
4. Unspecified date prior to the estate inventory (no. 5 below). A *masṭūr* (document) containing Ibn Sanājiq′s *ishhād* (attestation) that Shams al-Dīn had deposited 3000 *dirham*s with him.[221]
5. 10 Dhū al-Qa'dah 793/9 October 1391. An inventory of Shams al-Dīn′s estate in Jerusalem, containing a *ḥukm* (judgement) by al-Qāḍī Sharaf al-Dīn al-Shāfi'ī that the document is certifiable.[222]
6. Unspecified date. Ālmalik′s will or estate inventory.[223]
7. 4 Muḥarram 794/2 December 1391. A *wakālah* (power of attorney), added as a *dhayl* (codicil) to *iqrār* no. 10 below, authorizing Nāṣir al-Dīn to act on behalf of Sitt al-Wuzarā', Fāṭimah, Sutaytah, and Muḥammad III (through his guardian Muḥammad II) in regard to Ālmalik′s estate.[224]
8. Mid-ten days of Muḥarram 794/9-18 December 1391. A *maḥḍar* (court record) from Damascus containing a list of Ālmalik′s heirs.[225]
9. 16 Muḥarram 794/14 December 1391. An *ishhād* (of certification) by Aqḍá al-Quḍāh Taqī al-Dīn ibn al-Munajjā al-Ḥanbalī in Damascus certifying the *maḥḍar* (no. 8).[226]

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[218]References to this document are found in docs. no. 591, lines 9-11; no. 355 recto, lines 15-16.

[219]No. 591 recto, lines 13-15; no. 355 recto, lines 18-19.

[220]No. 591 recto, lines 11-13; no. 355 recto, lines 16-18.

[221]No. 133, lines 12-13; no. 355 recto, line 44.

[222]No. 133.

[223]No. 355 recto, line 48.

[224]No. 355 recto, lines 26-28.

[225]No. 355 recto, line 10.

[226]No. 355 recto, lines 10-12.

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10. 21 Muḥarram 794/19 December 1391. An *ishhād* (attestation) containing an *iqrār* of Muḥammad II, acknowledging Nāṣir al-Dīn′s entitlement to his (Muḥammad′s) inheritance from Ālmalik.[227]
11. 28 Rabī‘ I 794/23 February 1392. An *ishhād* (of certification) by Aqḍá al-Quḍāh Shams al-Dīn al-Ikhnā’ī al-Shāfi‘ī in Damascus, certifying the *ḥawālah* (no. 3).[228]
12. 4 Rabī‘ II 794/1 March 1392. An *ishhād* (of certification) by Aqḍá al-Quḍāh Taqī al-Dīn ibn Mufliḥ al-Ḥanbalī in Damascus, certifying Muḥammad II′s *iqrār* (no. 10) and the *wakālah* of four of the heirs (no. 7).[229]
13. 18 Rabī‘ II 794/15 March 1392. Certification (no. 12) of the *iqrār* (no. 10) and the *wakālah* (no. 7) was conveyed to and received by Aqḍá al-Quḍāh Taqī al-Dīn al-Ḥanafī in Jerusalem.[230]
14. On or before 23 Rabī‘ II 794/20 March 1392. Certifications (nos. 2 and 11) of the *iqrār* of debt (no. 1) and the *ḥawālah* (no. 3) were conveyed to and received by Taqī al-Dīn ibn al-Munajjā al-Ḥanbalī in Jerusalem.[231]
15. 23 Rabī‘ II 794/20 March 1392. A *makhzūmah* recording the sale of Shams al-Dīn′s chattels in Jerusalem to settle the debt to Ālmalik transferred to Nāṣir al-Dīn.[232]
16. First ten days of Ṣafar 795/17-26 December 1392. An *iqrār* by Muḥammad I, Asmā’, Asin, and Altī authorizing Nāṣir al-Dīn to receive whatever was due to them from Ālmalik′s estate.[233]
17. 19 Rabī‘ II 795/4 March 1393. An *ishhād* (of certification) certifying that certification (no. 9) of the *maḥḍar* (no. 8) was conveyed to and received by Taqī al-Dīn al-Ḥanafī in Jerusalem.[234]
18. 24 Jumādá I 795/7 April 1393. An *ishhād* (of certification) certifying that certifications (nos. 9 and 17) of the *maḥḍar* (no. 8) were conveyed to and received by al-Qāḍī Sharaf al-Dīn al-Shāfi‘ī.[235]
19. Same date. Certifications (nos. 12 and 13) of the power of attorney (no. 7) were conveyed to and received by Sharaf al-Dīn al-Shāfi‘ī.[236]

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[227]No. 355 recto, lines 22-26.

[228]No. 591, lines 16-19; no. 355 recto, lines 20-21.

[229]No. 355 recto, lines 29-30.

[230]No. 355 recto, lines 30-31.

[231]No. 591 recto, lines 19-20; no. 355 recto, lines 21-22.

[232]No. 591.

[233]No. 355 recto, lines 33-37.

[234]No. 355 recto, lines 12-13.

[235]No. 355 recto, lines 13-15.

[236]No. 355 recto, lines 31-32.

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20. Same date. *Bayyinah* (legal evidence from witnesses) was established before Sharaf al-Dīn al-Shāfi'ī regarding the guardianship of Muḥammad III and the *iqrār* of four of his siblings (no. 16).[237]
21. Same date. A *yamīn* (oath) in which Nāṣir al-Dīn swears to the validity of *iqrār* no. 16.[238]
22. Same date. An *ishhād* (of certification) by Sharaf al-Dīn al-Shāfi'ī certifying the *yamīn* (no. 21) and the *iqrār* (no. 16).[239]
23. Same date. An *iqrār* by Nāṣir al-Dīn that he had received what was due to him from the Shāfi'ī Court Depository in Jerusalem and that Ālmalik′s bequest had been spent as directed.[240]
24. Same date. Nāṣir al-Dīn makes a *tawkīl* (warrant of attorney) authorizing an agent to certify the document.[241]
25. Same date. A *tawqī'* (judicial notation) containing deputy *qāḍī* Jamāl al-Dīn al-Shāfi'ī′s *ḥukm* (verdict) of the certifiability of the document and its transactions.[242]
26. 7 Rajab 795/19 May 1393. An *ishhād*/*isjāl* attesting to the validity of the *ishhād* on recto (no. 355).[243]

[237]No. 355 recto, lines 32-33.
[238]No. 355 recto, line 38.
[239]No. 355 recto, lines 39-40.
[240]No. 355 recto, lines 46-50.
[241]No. 355 recto, line 49.
[242]No. 355 recto, right-hand margin.
[243]No. 355 verso.

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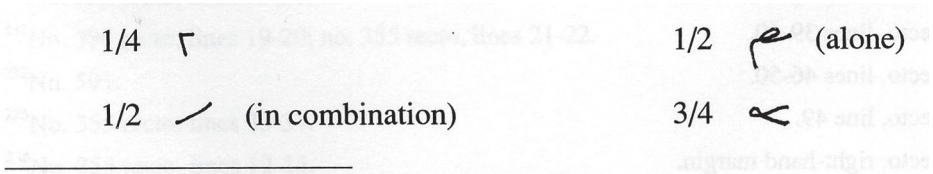
APPENDIX B: NOTES ON THE MAMLUK *SIYĀQAH*

As we have observed in three documents, there is no consistency in the use of the *siyāqah* script for numbers; much obviously depended on the preferences of the clerks and notaries. In the estate inventory (no. 133), all numbers except the date (line 2), one *dirham* (line 6), and 3000 *dirham*s (line 12), are written in *siyāqah.* Almost all the *siyāqah* numbers are placed between the lines of the text, below the nouns they qualify. The one exception is Ālmalik´s *nafaqah* (line 7), which is written on the line of the text. In the *makhzūmah* (no. 591), all the dates except one are written in a normal notarial *naskh* (although the *mi'ah* of *sab'mi'ah* almost disappears in a ligature written beneath the *'ayn* on lines 11, 13, 15, 19, recto A); the exception is the 700 on line 23, recto A: .

In addition, the sum of 10,000 *dirham*s (line 10, recto A) is written out in full in the preamble. All the other numbers are written in *siyāqah*, in conformity with *makhzūmah* conventions. In Nāṣir al-Dīn´s long attestation (no. 355 recto) many numbers are written in *naskh* on the lines of the text (lines 4-5, 16, 42, 43) plus all the dates except one (line 10): 790.

Only when the detailed breakdown of the sums involved in the estates is given does the clerk begin to enter *siyāqah* figures interlineally (lines 43, 44, 45, 46). If, then, we were to try to infer a rule or pattern followed by the clerks in these three documents, it would be that numbers, including dates, are normally written out full in *naskh*, in the text, except when the clerks are required to present itemized lists, as in the estate inventory and the *makhzūmah*, or to summarize calculations, as in Nāṣir al-Dīn´s *ishhād*. Nevertheless, there are unpredictable exceptions to the rule, as noted. As far as dates are concerned, they are usually written out in full, but the clerks sometimes lapsed into *siyāqah* or another form of abbreviation.

Having confessed in the article to our inability at times to reconcile our readings of individual numbers with some of the totals recorded in the documents, we can still present the following list of *siyāqah* notations used by clerks and notaries in Mamluk Jerusalem of the late fourteenth century.[244] Note that the notations for 10, 20, 28, 45, 64, 81, 91, 98, 300, 600, and 3000 have a terminal *mīm*, which stands for *dirham*/*darāhim*. Fractions are written below the whole numbers in the *siyāqah* texts.



[244]Cf. the notations described by Jaritz, "Auszüge," 169.

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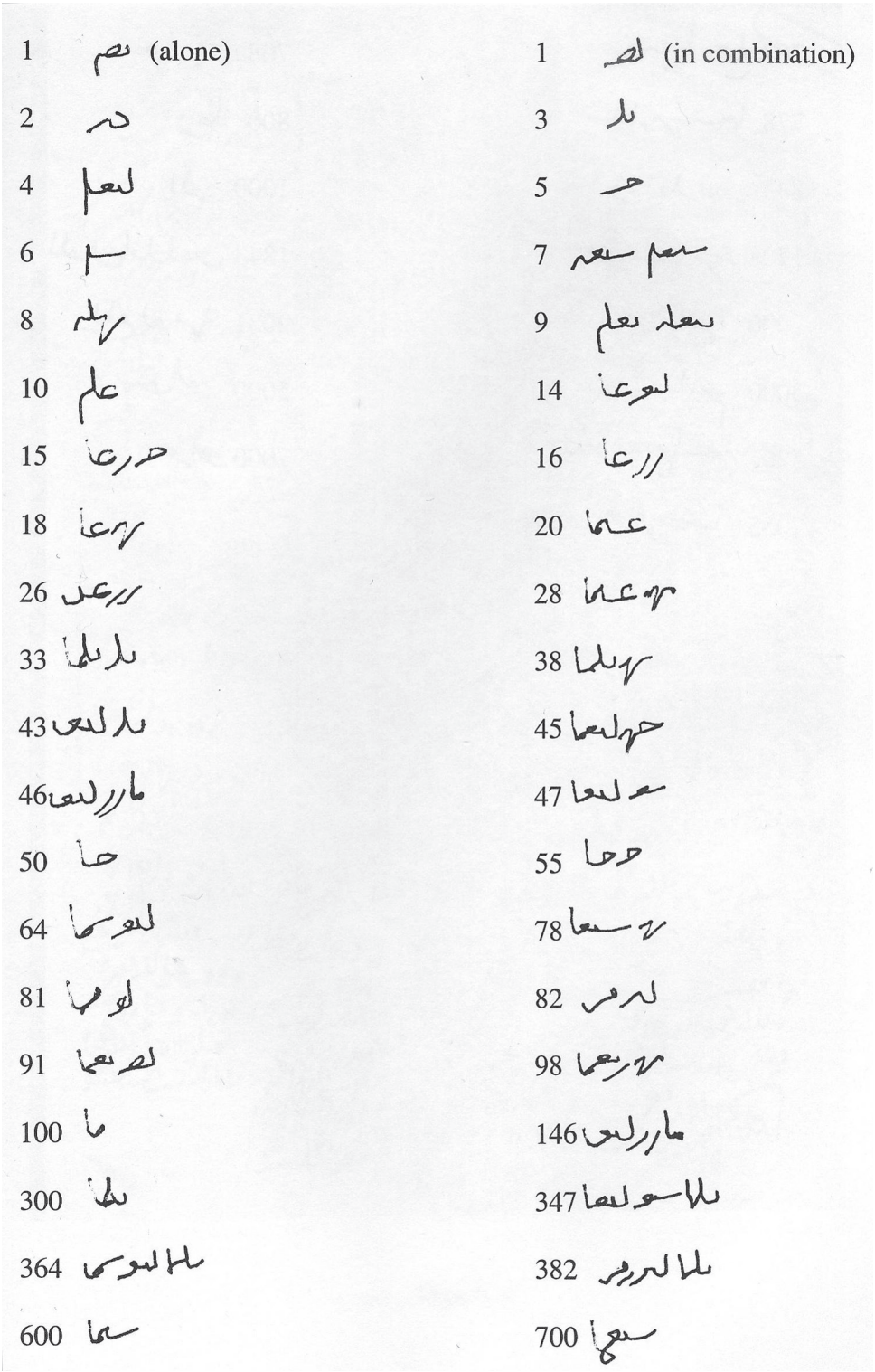

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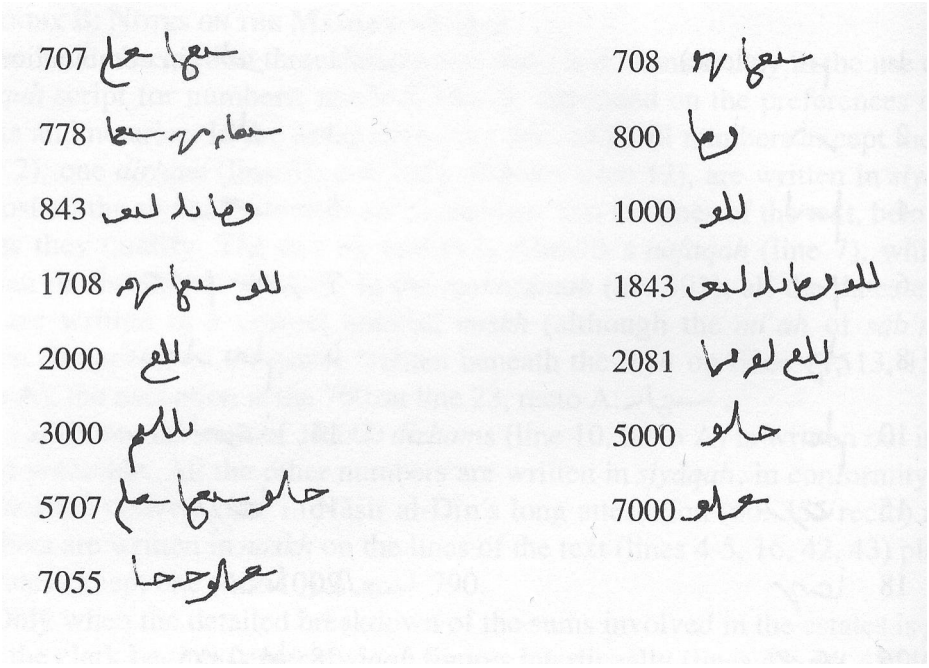

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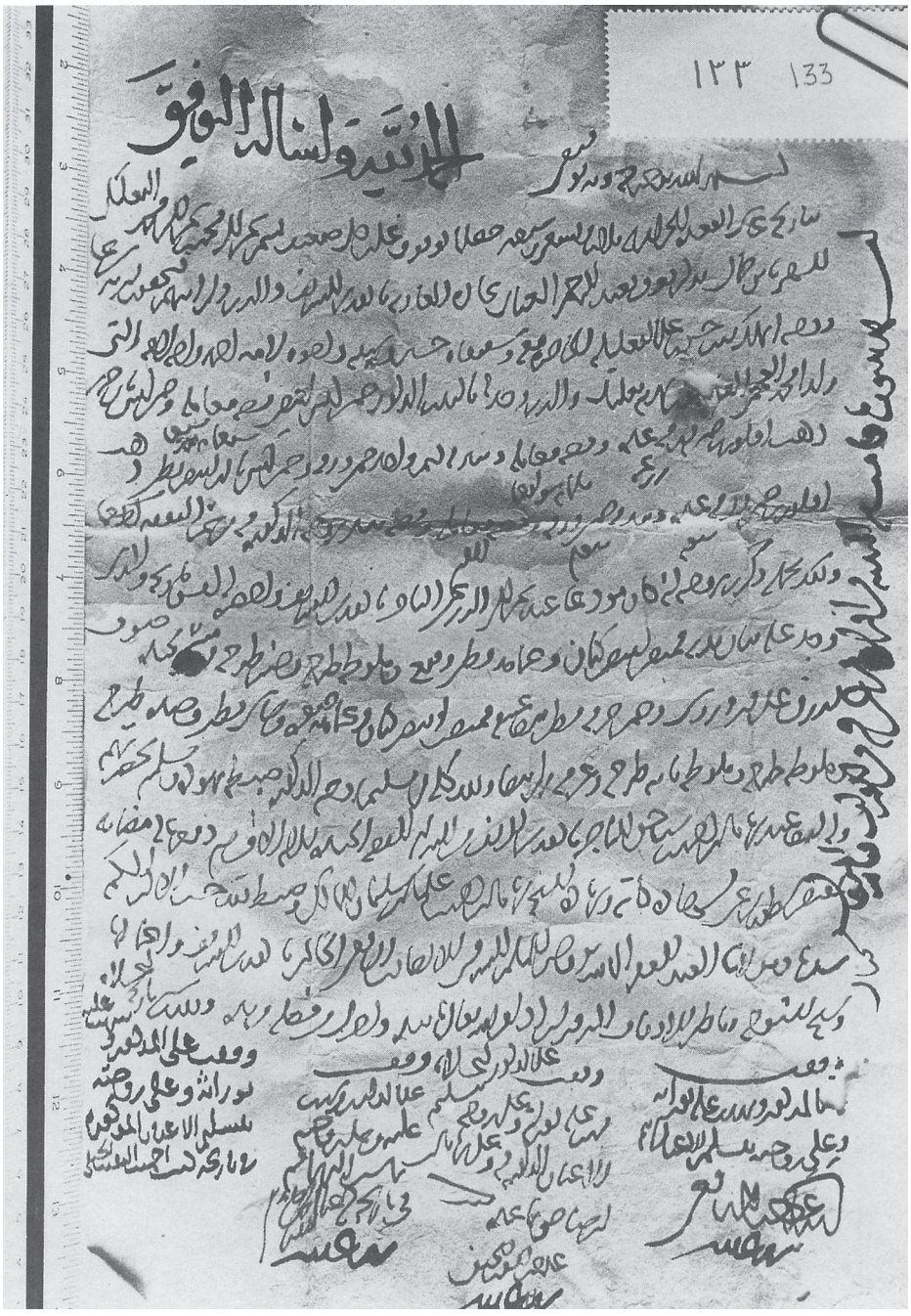

Figure 1

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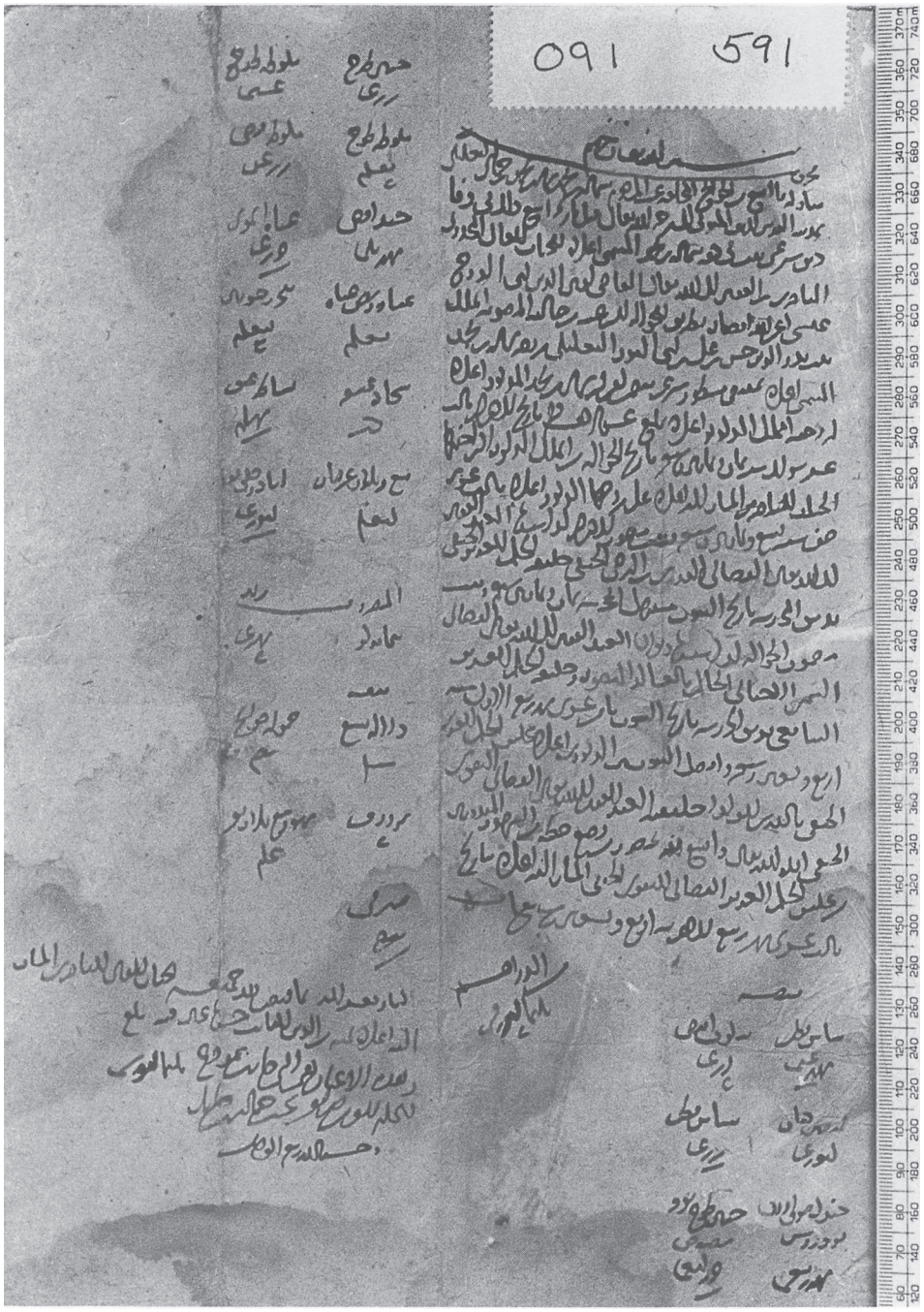

Figure 2

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Figure 3

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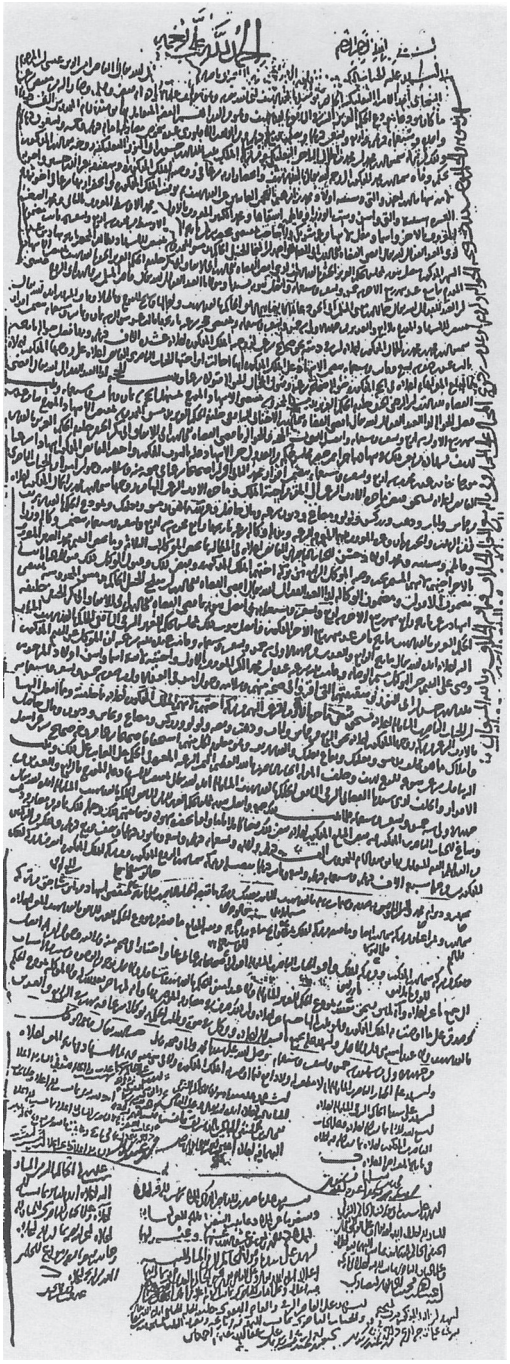

Figure 4

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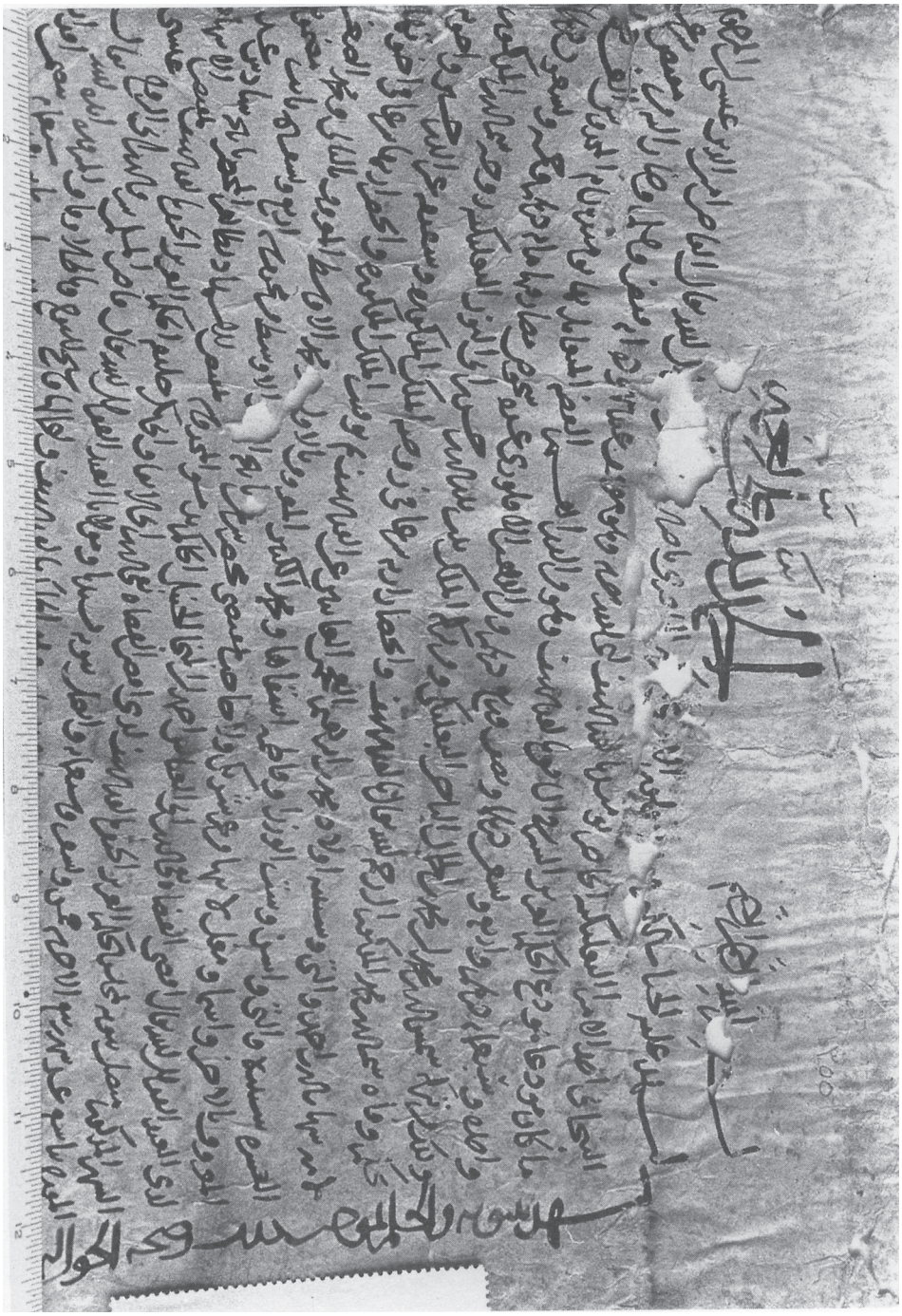

Figure 5

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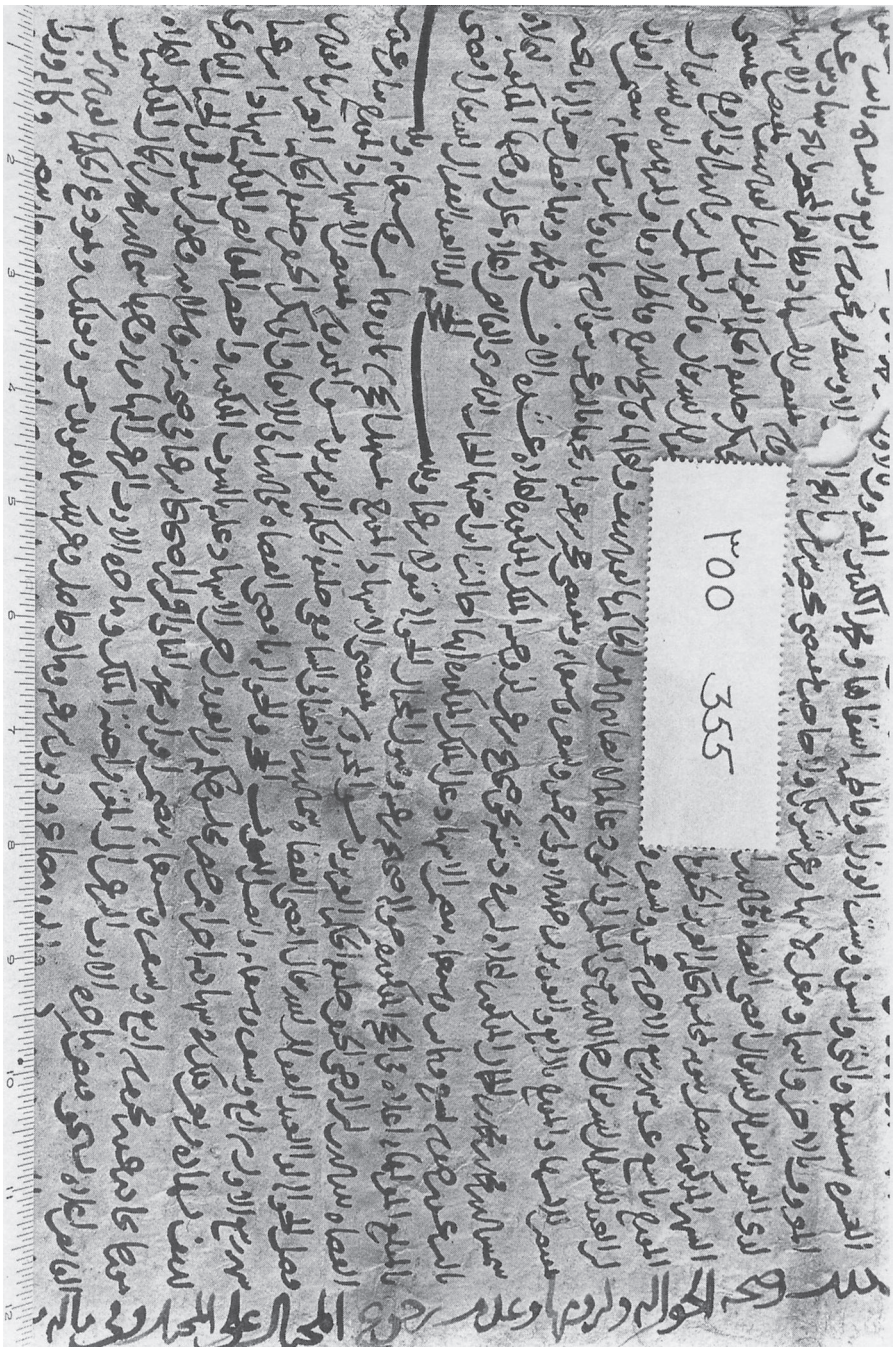

Figure 6

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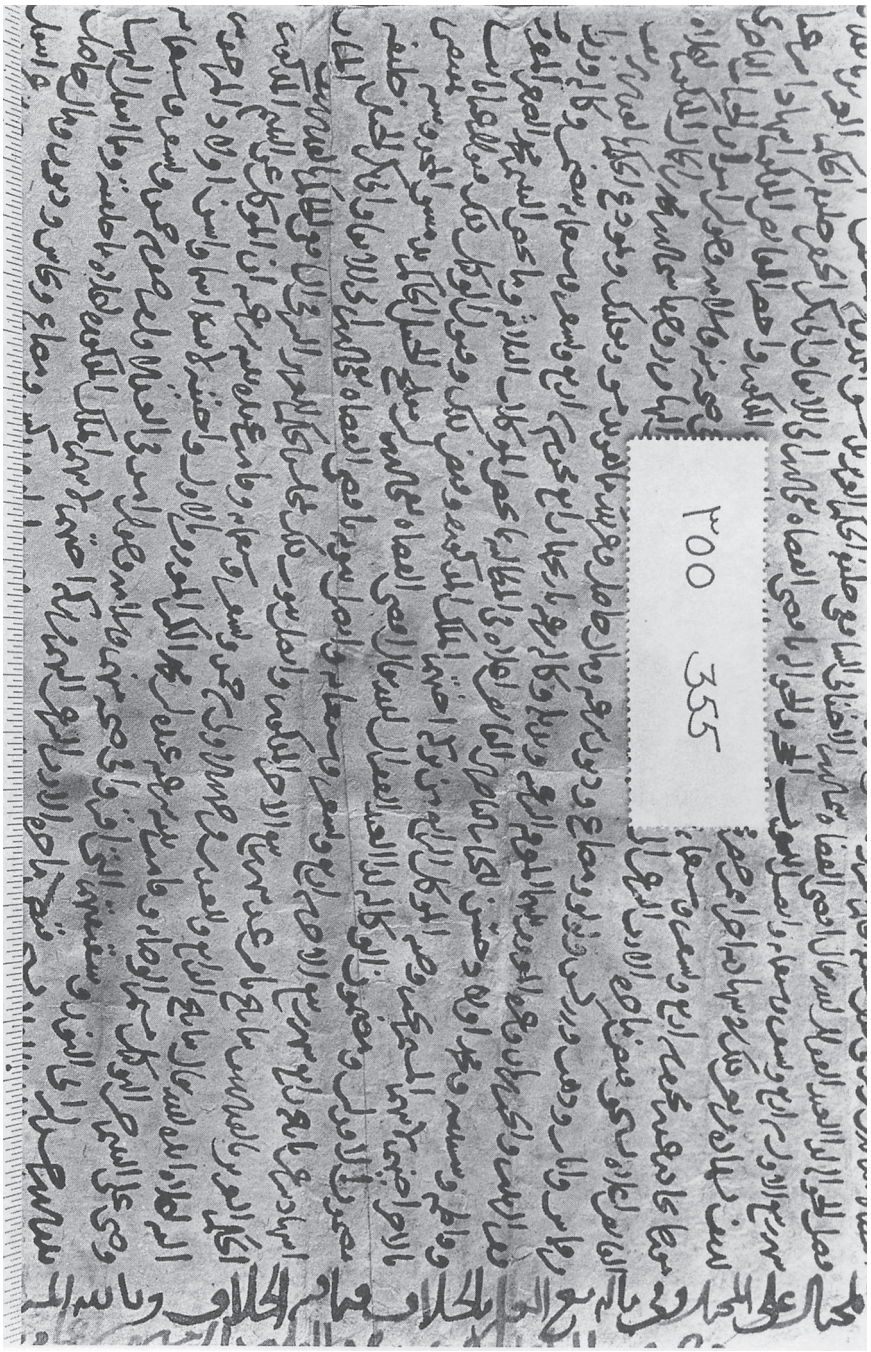

Figure 7

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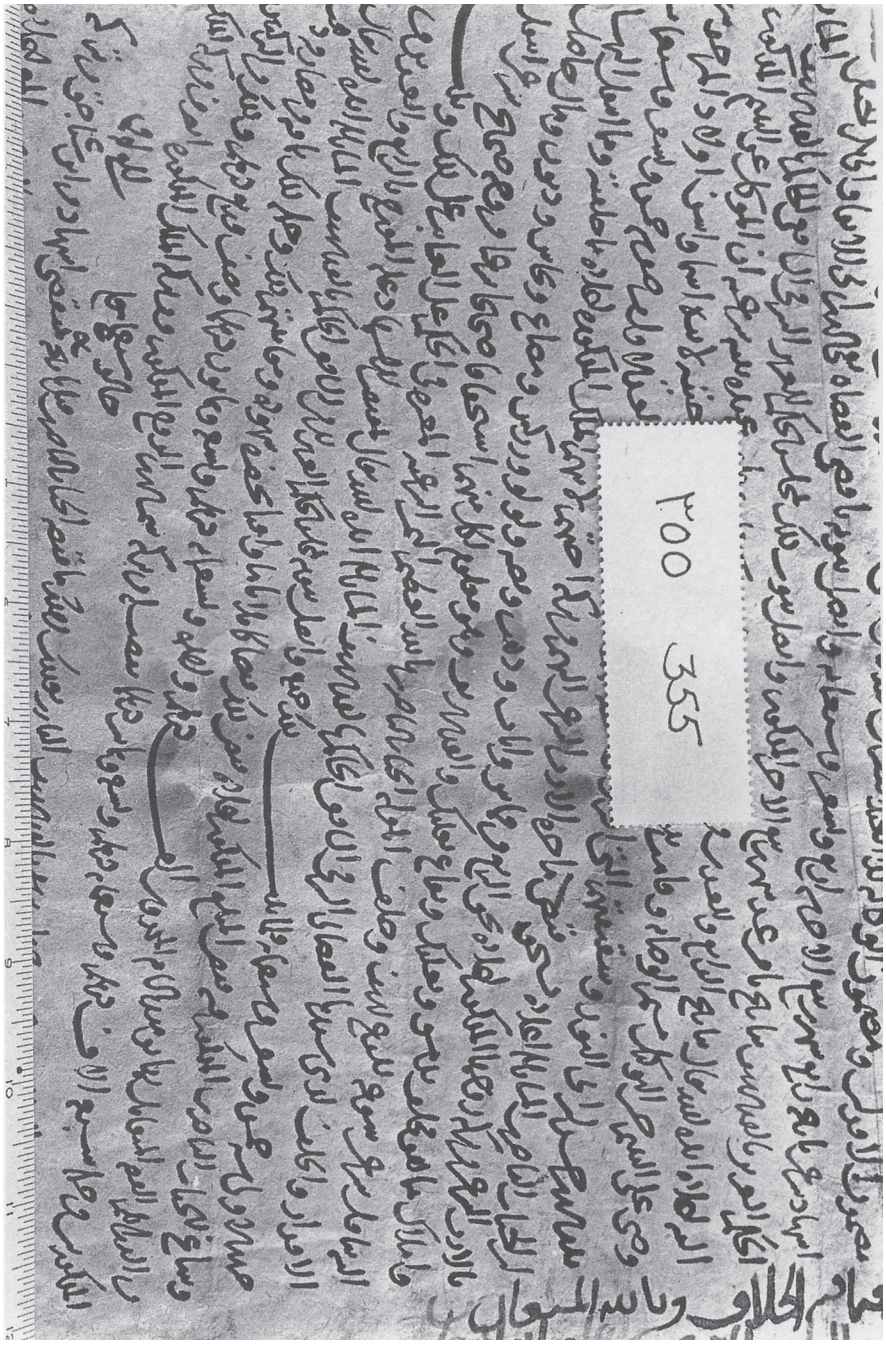

Figure 8

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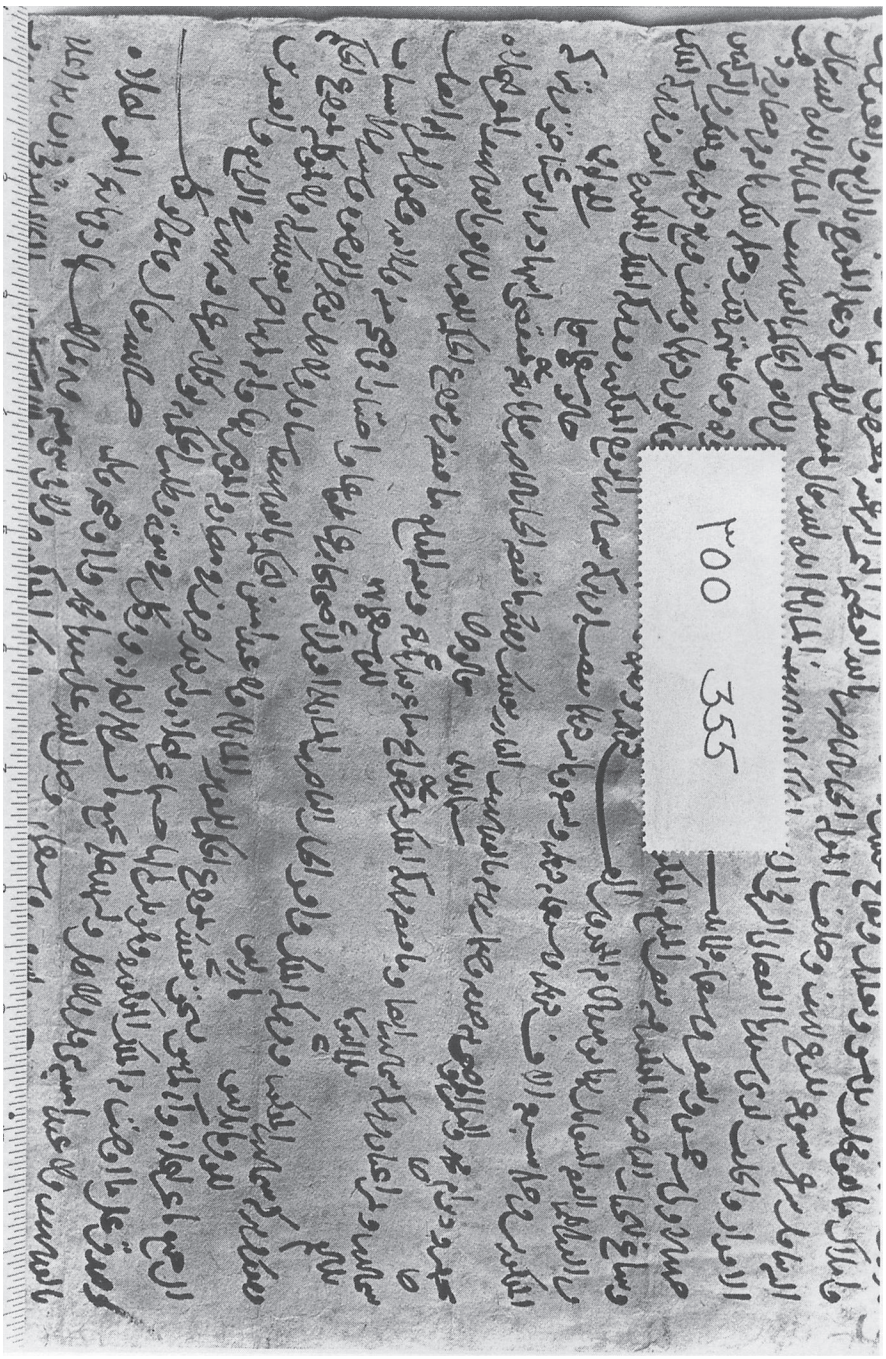

Figure 9

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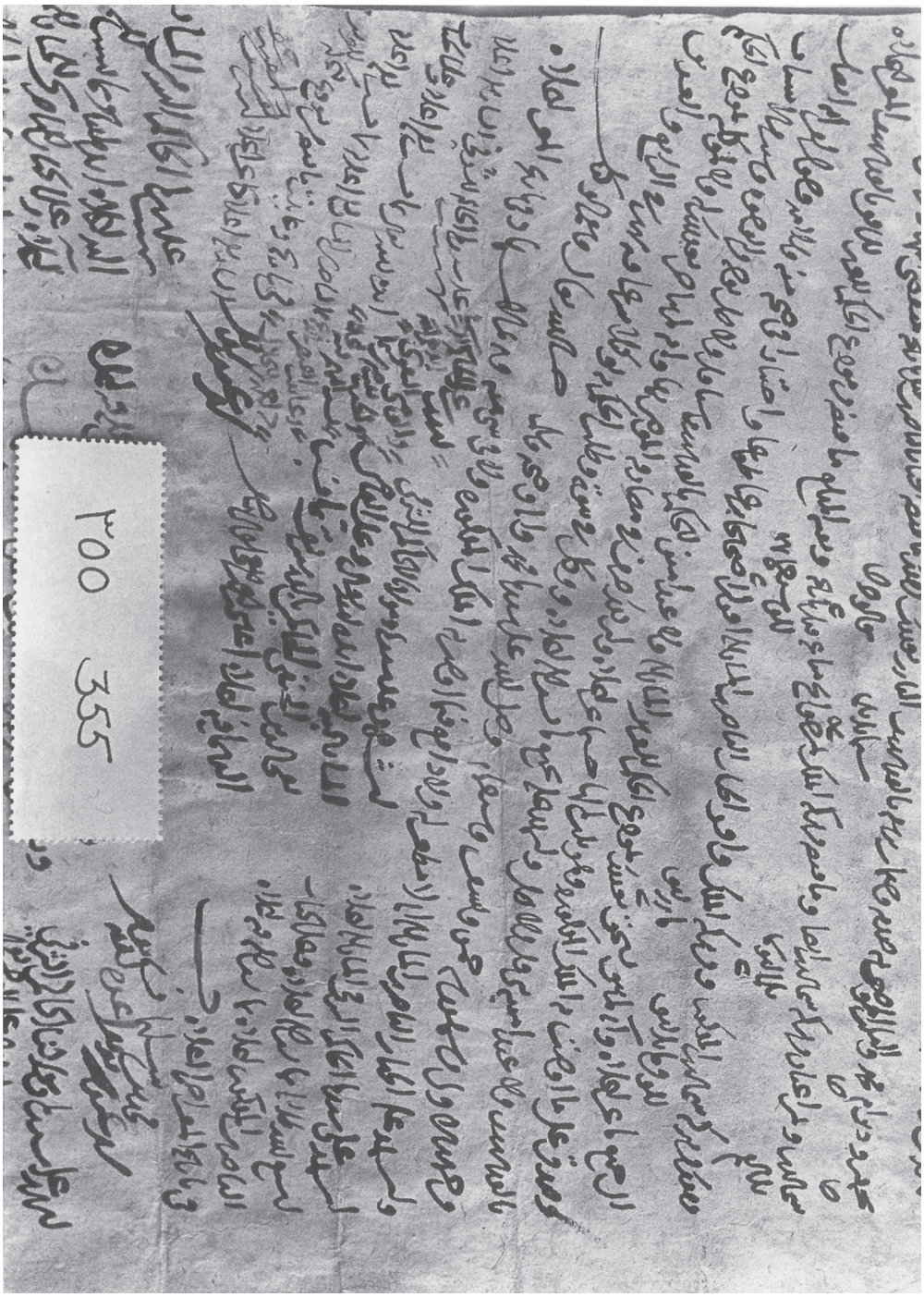

Figure 10

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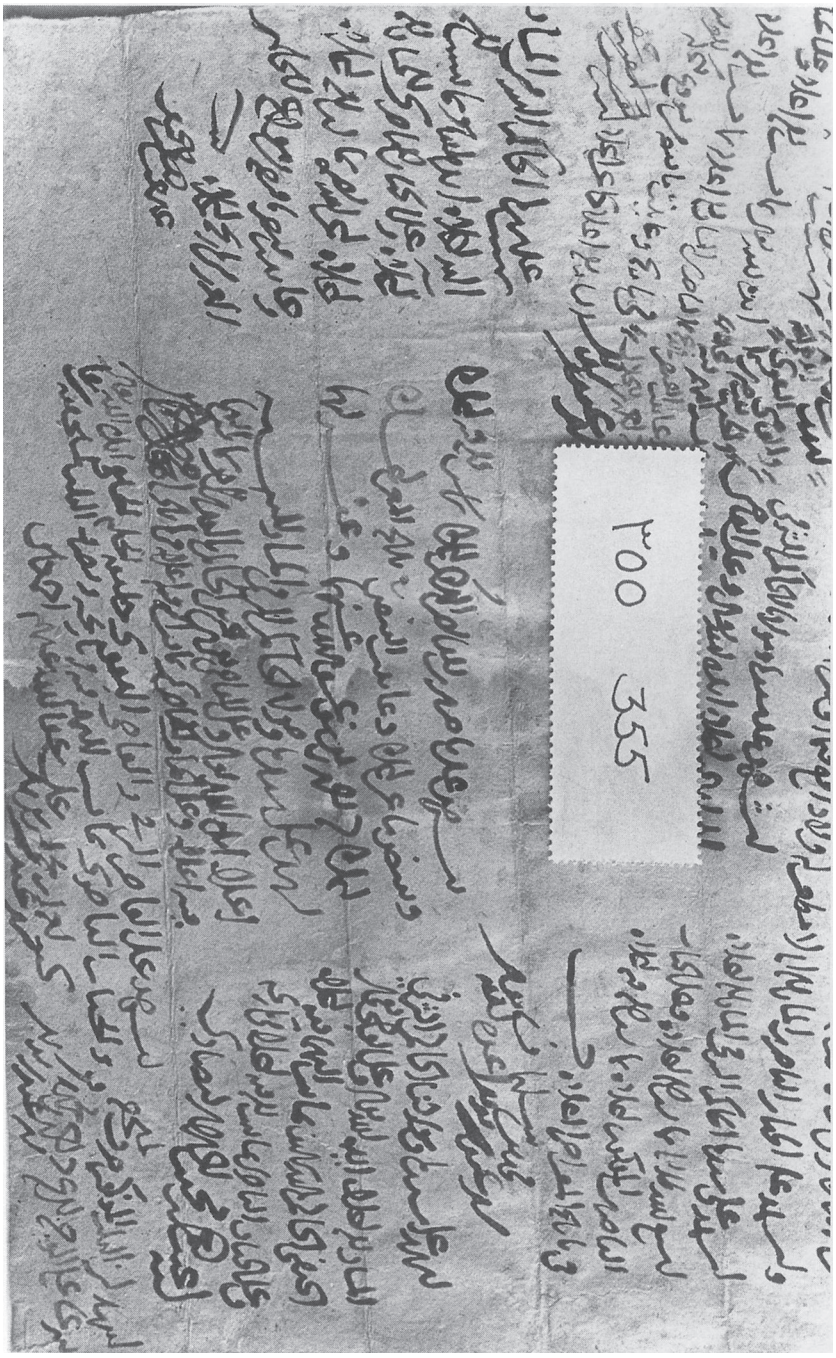

Figure 11

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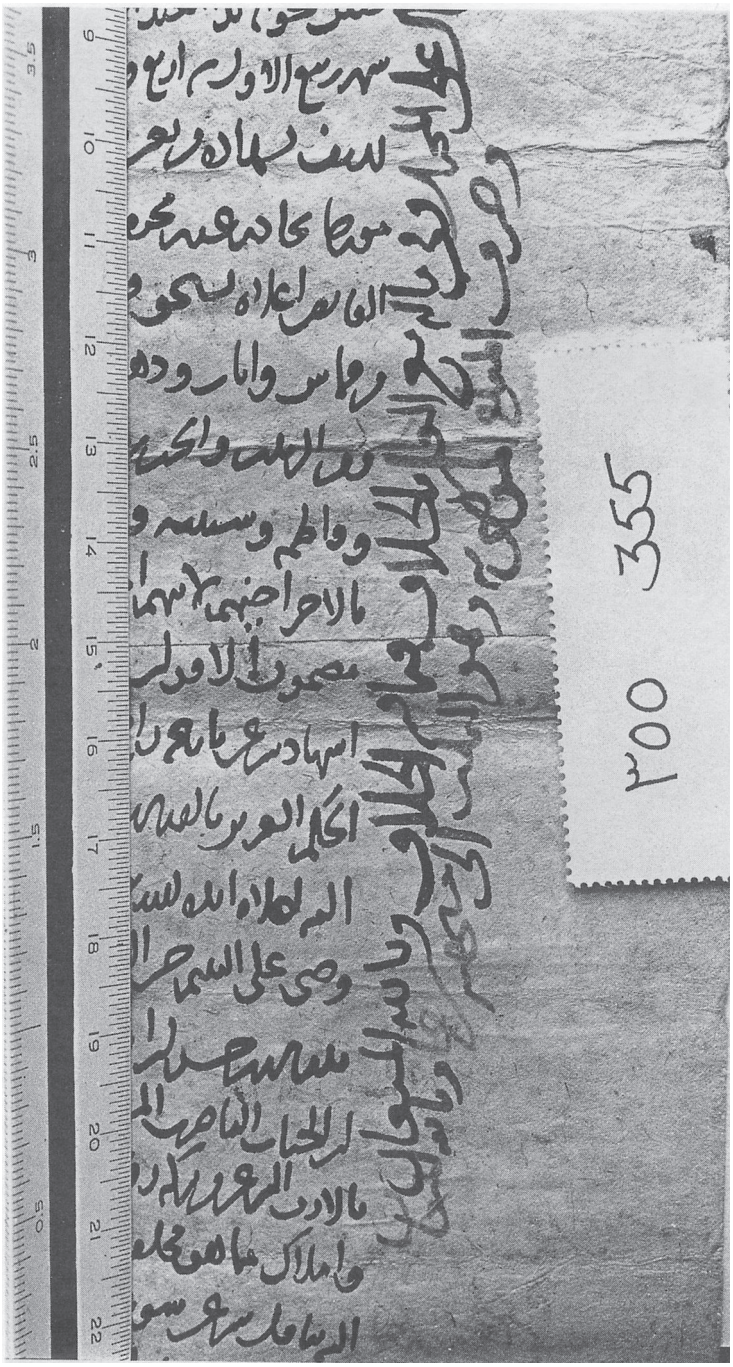

Figure 12

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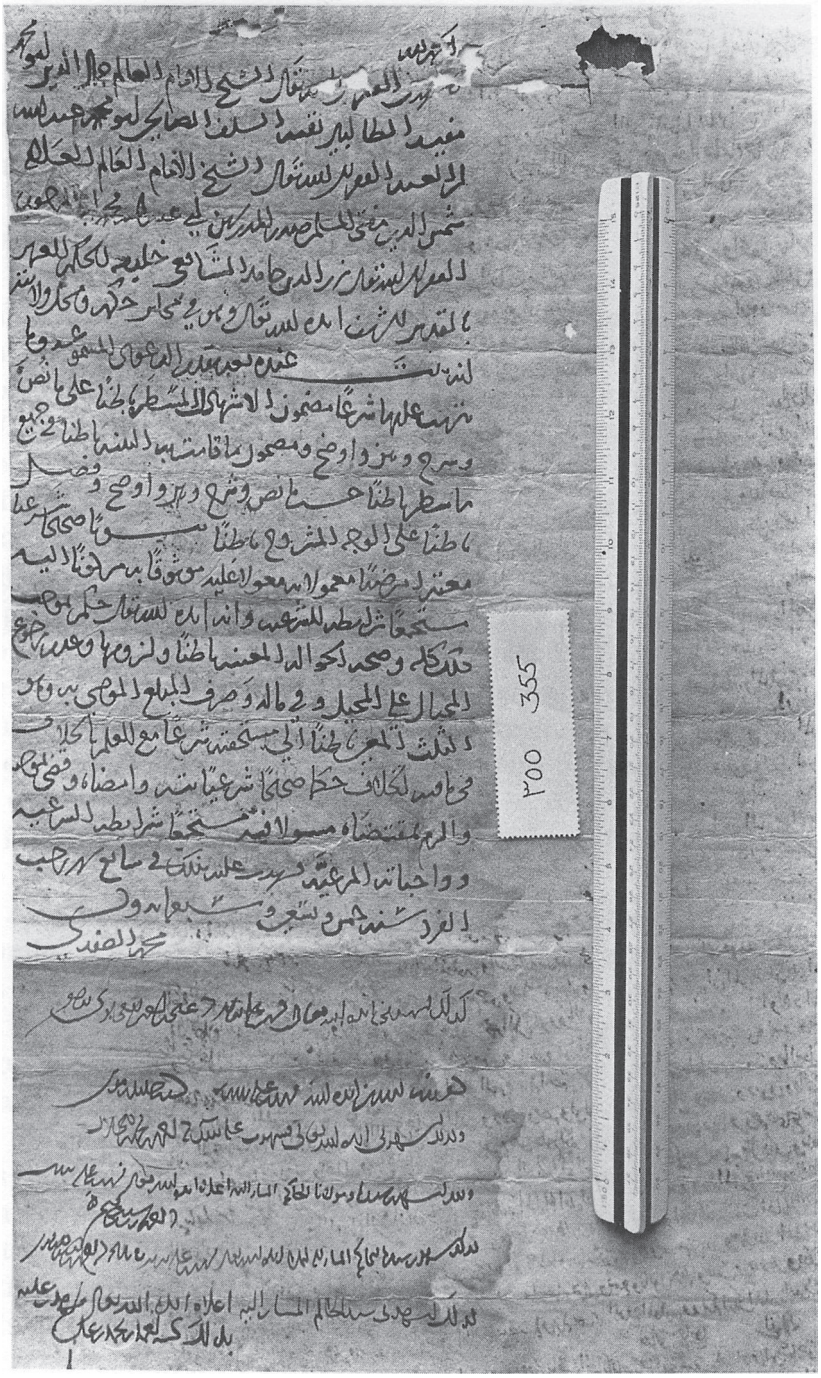

Figure 13

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