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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 Haram 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 Sha\(\dot{f}\)i‘i or Hanafi 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-Mamlukiyya: A History of Mamluk Jerusalem Based on the Haram Documents.\(^2\) In this article I shall study one such inventory in conjunction with other types of court and notarial records from the Haram 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 \textit{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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\(^2\)(Berlin, 1985).
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 Shafi‘i 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 siyaqah script, which I have gradually learned to read after much trial and, alas, continuing error. Though the siyaqah or siyaqat, as used by the Ottomans, is well known, its use by Mamluk notaries and chancery scribes has come to light only recently. Pending the publication of a fuller study of the Mamluk siyaqah, 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, 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. Wills were drawn up in the form of notarized documents and could be certified by a court. After the testator’s death the executor proceeded to distribute

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7Haram no. 55 is an example; *Catalogue*, 313.
the estate in accordance with the will. 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-Hashrīyah (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. The Haram 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). 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, 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.

Examples of Haram 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 Iqrārū 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, “Iqrārū from al-Quds: Emendations,” JESHO 28 [1985]: 326-27. See also Haram nos. 500, 625, and 709 (Catalogue, 265, 269, and 307-08).


Lutfi, al-Quds, 179-83.

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.

Examples of bequests: no. 607, published by Lutfi, “A Documentary Source for the Study of Material Life: A Specimen of the Haram 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.
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. 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. 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, as we shall see in the documents studied in this article. Curiously, the Haram documents make only infrequent reference to the apportionment of estates according to the shari‘ah formulae governing shares—the farā‘id. 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 Haram 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.

15 El-Nahal, Judicial Administration, 35, and our own document no. 591, below.

16 E.g., no. 709 (Catalogue, 269).

17 References to the fourth due to a widow and the third set aside for charity and Quran recitations occur in no. 355.
Against this sketchy background we shall now proceed to examine our specific case by transcribing, translating, and analyzing the documents.

I. Haram 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

Transcriptions generally follow the orthography of the documents with the addition of missing dots and occasional hamzahs.

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.

Or: ألفا درهم. Our scribe has written an abbreviation resembling either of these words: الألفا درهم
التاجر بالقدس الشريف واحضره إليها (؟) تاريخه والذي
وجد عليه ثياب بنده قميص أبيض كتان وعمامة قطن وقبع وملوطة
طرح وححنين طرح وميصر (؟) بحيد كسوة
ازرق على فرو روس وضمن خرقة قطن بيضاء عتيقة قميص أبيض كتان
ومامة صغيرة وشام قطن وحنته طرح
ملوطة طرح وميزة ثانية طرح وعرقية راس (؟) بيضاء وذك كله في
تسلم زوجته المذكورة ضبطه شهوده وتسلمته (؟) بحضرتهم
وله أيضاً عند شهاب الدين احمد بن سناج التاجر بالقدس الشريف من
الدرائهم الفضية الجيدة ثلاثة آلاف درهم ودعاها في مضانه
[الس] مقتضى مسطور شرعي بشهادة كاتبه وشهادة الشيخ شهاب الدين احمد
بن علم الدين سليمان المالكي وضبط ذلك حسب الأذن الكريم
سيدينا ومولانا عبد الفقير الى الله تعالى قاضي المسلمين الشرف
الانصاري الشافعي الحكم بالقدس الشريف وإعمالها
[الس] وسيخ الشيوخ وناظر الوقفات المبرورات امام الله تعالى تأييداً واجز
من فضله مزيداً وذلك في تاريخه اعلاه

[ها]
وقفت
16
[الب] على المذكور اعلاه
17
شهد عليه بوراثه وعلى زوجته بتسليم
18
العيان المذكوره فيه وعلى شهاب الدين
ابن سناج بما عينه كتبه
19
عبد الرحمن النقيب الجنفي
20
شهد عندي
[ه]
وقفت
16
على المذكور وشهدت
17
عليه وعلى زوجته
18
بما نسب اليهما فيه (؟)
In the right margin of lines 2-14 is written:

ليشهد بثبوت ما قامت به البيعة من أقرار شرعي فيه من العدلية 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, known as Ibn Jamāl, took place in a house known as ‘Abd al-Rahmān al-‘Attāl’s, in the Maghribī Quarter of Jerusalem the Noble. He mentioned that those legally entitled to his inheritance 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, Ahmād and Altī,
3. 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 dirhams]
4. one Venetian dirham in a piece of paper; the contents of a third, white cotton sack: gold,
5. Florentine, inside a piece of paper, numbering, Venetian [dirhams?] inside [7 coins] a piece of paper, and silver in current use; and silver in the possession of [7 dirhams]   [2000 (?) dirhams] his aforementioned wife for the purpose of maintenance: [91 dirhams].
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 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 ḥānīn, a ميستر جنبه ضبأț with a blue wool جنبه ضبأț 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 جنبه ضبأț a ṭarḥ جنبه ضبأț a ṭarḥ جنبه ضبأț 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.

9. Also, he has with Shihāb al-Dīn Ahmad ibn Sanājīq, the merchant in Jerusalem the Noble, of good silver ḏirhams, 3000, which he deposited in their usual places,

10. 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 Our Lord and Master, the Servant Needy of God the Exalted, Qādī of the Muslims, Sharaf al-Dīn al-Anṣārī al-Shāfi‘ī, Magistrate in Jerusalem the Noble and its districts,

11. 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 the aforementioned person and acted as witness to him regarding his heirs and to his wife regarding delivery of the enumerated items. The end.


20. He testified before me.

[b]

16. I viewed the person mentioned above and acted as witness to him regarding his heirs and to his wife regarding delivery of the items mentioned therein and to Shihāb al-Dīn ibn Sanājīq regarding his deposition. Written by ‘Abd al-Raḥmān al-Naqīb al-Ḥanafī.

21. He testified before me.
16. I viewed the aforementioned person and acted as witness to him and to his wife regarding what is attributed to them therein on the document’s date. Written by Ḥabīb ibn Muḥammad ibn Ḥāmid.

The end.

20. He testified before me.

16. I viewed the person mentioned above and acted as witness to him regarding his heirs and to his wife regarding delivery of the aforementioned items 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 Haram formats for this type of document, the one used most frequently in fact. Its distinguishing characteristic is the use, after the date, of the opening phrase, ḥasala al-wuqūf ‘alá rajul/imra’ah (viewing of the estate of so-and-so took place). 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 Haram 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.

witnesses. In the third (no. 715) the judge did not sign but certified the transaction anyway, on verso. 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. 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, 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 Haram 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. Only one of these has been published in full: Jawāhir al-'Uqūd wa-Mu’in al-Qudāh wa-al-Muwaqqī’in wa-al-Shuhūd (The Nature of Contracts and the Aid of Judges, Notaries, and Witnesses) by Shams al-Dīn Muhammad ibn Aḥmad al-Minhājī al-Asyūṭī. An Egyptian Shāfi’ī faqih 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. His references to estate inventories come at the end of his chapter on wills, "Kitāb al-Wāṣayā," 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 ‘alā al-ḥākim al-sharī‘ah al-muṭahharah mā ‘u’tabāru thubūtuhu fīhā bi-al-ṭariq al-sharī‘) and "there is need to sequester the estate" 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.
26 Two other Mamluk manuals, which will be cited below, do not mention estate inventories.
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 ‘Abd al-Wāḥihāb al-Nuwayri, Niḥāyat al-Arab fī Funūn al-Adāb, vol. 9 (Cairo, 1351/1933), 105; and Muhammad ibn ‘Alī al-Jarawānī, "al-Kawkab al-Mushriq fīma ‘alā ‘lā ilayhi al-Muwaththiq," Cairo, Dār al-Kutub, MS Fiqh Shāfi‘ī 892, p. 58.
or others, "pending its settlement, a list is to be drawn up of the effects left by the deceased and surveyed by witnesses."\textsuperscript{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 (*qumaṣḥ*), 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.\textsuperscript{31}

The second, unpublished, *shuruṭ* manual, "al-Kawkab al-Mushriq fīmā Yahāju ilayhi al-Muwaṭṭiq" (The Resplendent Star for the Needs of the Notary),\textsuperscript{32} was also compiled by a Shāfiʿī scholar, Muḥammad ibn ʿAlī al-Jarawānī, who, according to Carl Brockelmann, flourished around 788/1386.\textsuperscript{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 baḥt al-māl*), the trustee of orphans (*aṁīn al-ḥuḵm*), or the certified executor of the will (*waṣī tḥābit al-īṣāʿ*)."\textsuperscript{34} Obviously, then, in al-Jarawānī’s view an estate was subject to inventory if a public official—each of whom figures in the  Ḥārem 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  Ḥārem 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 (*dāḥt al-mawjūd al-nukhallaṯ ‘an al-mayyit*) will not omit coinage, cloth goods, or anything else, so that everything is enumerated in witnessed documents" (*awrāq mashḥūḍ fīhā*).\textsuperscript{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

\textsuperscript{30} Al-Asyūṭī, *Jawāhir*, 1:464.
\textsuperscript{31}Ibid., 465.
\textsuperscript{32}See note 29 above.
\textsuperscript{33}Geschichte der arabischen Litteratur (Leiden, 1936-42), S2:271.
\textsuperscript{34}Al-Jarawānī, "al-Kawkab," 151.
\textsuperscript{35}Ibid., 152.
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.” 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 Ḥāram 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 Ḥāram clerks comes in a clause he recommends for inclusion in the document: wa-ḥuḍūr man sayada’u khaṭṭahu bi-zāḥirihi min al-‘udūl al-mandābīn bi-dhālikā min majlis al-ḥuḳm al-‘azīz al-fuḷānī fī ta’rīkh kadḥā . . . (in the presence of those witnesses who will place their signatures on verso, delegated by such-and-such court on such-and-such date . . .). Except for the substitution, usually, of shuhūd for ‘udūl, and ʾākhirihi for zāḥirihi, the same, or a similar, clause appears on dozens of Ḥāram inventories, though not, unfortunately for our purposes, on no. 133. Thus I would argue that despite deviations from the exact purposes and formats described by the two Mamluk shurūṭīs, 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. The same practice was followed in Mamluk chancery documents for what Hans Ernst calls the “Eingangsprotokol.”

36Ibid.
37Al-Asyūṭī, Jawāhir, 1:464.
38See, e.g., no. 376: "wa-dhālika bi-ḥuḍūr . . . man yaḍa’u khaṭṭahu ʾākhirahu min al-ʿudūl al-mandābīn min majlis al-ḥuḳm al-ʿazīz al-Shāfiʿī bi-al-Quds al-Sharīf . . . fī taʿrīkhīh," Asali, Wathāʾiq, 1:266; see also ibid., 264, and 2:35, 39, 44.
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. It was obviously written by a different hand and pen from those used in the text of the document. This particular 'alāmah was used by al-Qādī Sharaf al-Dīn 'Īsā al-Shāfi‘ī, 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 da‘īf, literally "weak," and before the sale of goods from his estate, which took place on 23 Rabi‘ II 794/17 March 1392, a period of five months. hāṣala al-wuqūf ‘alā . . . ; wa-alladhīnā dhakara annahum yastaḥiqqūna ithāhu shar‘an (line 3); wa-alladhī wujida bi-al-bayt (line 5); wa-da‘īta dhālika ḥasaba al- idhn al-karīm (line 13); wa-dhālika fi ta‘rīkhīhi a‘lāhu (line 15) are all stock phrases and clauses used routinely in estate inventories.

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42 With what al-Asyūṭī calls "a thick pen" (al-qalam al-ghalīz) (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 Haram 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.
3. Ibn Jamāl not Ibn Kamāl. 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.

Hārat 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.

3-5. *alladhīna . . . yastahīqquūna . . .* 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-farāʾid*, 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. 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 Ahmad and Altī, one of the children by their mother and Muḥammad al-ʿAjamī. This shows how easy it was, and is, for error to creep into legal documents, even certified documents.

5. *al-ghāʾibīn . . .* would probably read *al-ghāʾib 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. 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.

*wa-alladhī wujīda . . .* 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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46Catalogue, 75.
(coins followed by fabrics), though a cash deposit is added in the end.\footnote{Goitein, \textit{A Mediterranean Society}, vol. 1, \textit{Economic Foundations}, 63.} al-\textit{bayt}. Previously, in line 3, the inventory was said to have been conducted in a \textit{dār}. In Haram usage a \textit{bayt} is normally one of the living units comprising a \textit{dār}.

\textit{fidḍhah mu\textquotesingle\textamalāh} is often accompanied in the Haram 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.

\textit{sab\textquotesingle \textit{mī\textquoteright}ah}. Although we shall defer discussion of the \textit{siyāqāh} numbers until the commentaries on nos. 355 and 591, here it may be noted that the \textit{siyāqāh} figures are usually placed under the objects numbered. But in line 7, the money held by Ālmalik for maintenance is incorporated, in \textit{siyāqāh}, into the text, while in line 12, three thousand \textit{dirhams} 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. \textit{dhahab iflū\textquotesingle r|} refers to florins, to be discussed in relation to Mamluk exchange rates in no. 355 recto, line 5, below.

\textit{bunduq\textquotesingle yah}. Although this term sometimes denotes the Venetian ducat,\footnote{See pp. 103-4, above.} here it clearly means the Venetian silver \textit{dirham}, known to have been in circulation in Mamluk territory.\footnote{William Popper, \textit{Egypt and Syria under the Circassian Sultans, 1382-1468 A.D.: Systematic Notes}, part 2 (Berkeley, 1957), 46.}


8. \textit{muḍā\textquoteright 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 Sanā'īq (line 13).\footnote{See Lutfi, \textit{\textquoteright{Iqrā\textquoteright s}}, 258-69; Lutfi and Little, \textit{Emendations}, 326-28.} Perhaps the

\nonumber
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 Ahmad 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. 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 *ḥanīn* “semble être le nom d’un vêtement”! 60 In the
Ḥaram documents *ḥanīn* is often associated with wool or linen.

9-10. Ḥanjda also written as in no. 591, line 29 below, sometimes in combi-
nation with *ḥīẕām* (waistband, girdle).

11. *fī tasḻim* . . . 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 *tasḻim* and *ḥīfẓ* of one Ḥājj Muḥṣâ, where *ḥīfẓ* 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 maḍânnihi* should probably be read *fī maẓânnihi*, meaning the places
where one would expect to find such things. This confusion of *d* and *z*
is a rare example of phonological confusion in the Ḥaram documents. 64

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

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57 *Catalogue*, 226, 230.
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.
Haram documents, as is maktūb. This particular maṣṭūr would have contained a wadīʾah, a document of deposit.

al-Shaykh Shihāb al-Dīn . . . al-Mālikī may be al-Mawlā al-Shaykh Shihāb al-Dīn al-Mālikī, apparently a court clerk who endorsed the tawqīʿ written on no. 279.

14. Qāḍī al-Muslimīn al-Sharafī . . . is the Shāfiʿī judge whose ʿalāmah appears on line 1. Of shady reputation, al-Qāḍī Sharaf al-Dīn Abū al-Rūh ʿIsā ibn Jamāl al-Dīn Abī al-Jūd Ghānim al-Anṣārī al-Khazrajī al-Shāfiʿī is the Shāfiʿī judge from whose court the Haram documents are derived. In addition to the offices specified in the document he was Shaykh of the Ṣalāḥīyah Khānqāh. For the title, al-ʿAbd al-Faqīr ilā Allāh taʿālá, 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, waqaftuʿ ʿalā al-madhkuʿ. 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 ʿalāmah at the top and his tawqīʿ in the margin, with a thick pen, shahīda ʿindī, rather than the usual shahīda ʿindī bi-dhālika, as in no. 355 below. According to al-Asyūṭī this judicial notation is called in Arabic al-raqm bi-al-shuhūd, 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, wathiqah, sakk. 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.
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 (ḥawāniṭ) according to Egyptian, the judge notes (yarqumu) for each of them who has testified before him (shahida ‘indi bi-dḥāli-ka). 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-dḥālika 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:**

\(li-yushhada bi-thubūt mā qāmat bi-hi al-bayyīnah . . . fi-hi . . .\) 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.

\(mā qāmat bi-hi al-bayyīnah.\) See commentary on no. 355, lines 32-33 below.

\(^69\) 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 Tahāwī’s Kitāb al-Shurūṭ al-Kabīr* (Albany, 1972), 48-49.

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. *nuskhātān.* Many Haram 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. In fact, al-Nuwayrī notes that it was the practice to make such a notation “next to (‘inda) the witnessing clause.”

II. Haram 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.

1. بسم الله الرحمن الرحيم
2. مخزومة
3. مباركة بما ابتع من الهواتي الخلفية من المرجوم شمس الدين محمد بن شمس الدين محمد بن جمال الدين البحلبي
4. بمدينة القدس الشريف المتوفرى إلى رحمة الله تعالى قبل تاريخه أربع
5. ذلك في وفا
6. ذين شرعى ثبت في ذمة شمس الدين محمد السمى أعلاه للجناج
7. العلاج الخدومي
8. الناصري بن الفقيه إلى الله تعالى الفاضي أمن الدين ابي الروح
9. عسيى عز الله أقضائه بطرق الجوازة الشرعية من خانائة الصونة الملك
10. بنت دير الدين حسن بن علي بن ابي النور البحلبي زوجة شمس الدين

السمى أعلاه بمقتضى مسطور شرعى يتضمن اقرار شمس الدين محمد

المذكور أعلاه

لزواجت الملك المذكورة أعلاه بمبلغ عشرة آلاف درهم تاريخ الاقرار الثالث

عشر شوال سنة ثمان وثمانين وسبع مية تاريخ الحوالات من الملك

---

72 I have only recently been able to decipher what I refer to as “squiggle” throughout my *Catalogue.*
المذكورة إلى بن اختها
الجانب الناصري من السايسري العشري
صفر سنة سبع وثمانين وسبع مية وثبت مضون الاقرار لدا سيدنا
العبد الفقير
إلى الله تعالى القضاي البدرى الرضى الحنيفي خليفة الحكم العزيز
الحنيفي
بدمشق الحروسة تاريخ الشيوت مستهل الحجة سنة ثمان وثمانين وسبع
مية وثبت
مضمون الحواله لدا سيدنا ومولانا العبد الفقير إلإ الله تعالى القضاي
الشمسي الاحيائي الحاكم بالعساكر المنصورة وخليفة الحكم العزيز
الشافعي بدمشق الحروسة تاريخ الشيوت ثامن عشري شهر ربيع الأول
سنة
إرب وتسعم وسبع مية واتصل الشيوت المذكورين إعلاه مجلس الحكم
العزيزي
الحنيفي بالقدوس الشريف لدا خليفته العبد الفقير إلإ الله تعالى
القضاي التقوي
الحنيفي أبده الله تعالى وابيع ذلك بحضور من وضع خص من الشهداء
الندوبين
من مجلس الحكم العزيزي القضاي التقوي الحنيفي المشار إلإه
بتاريخ
ثالث عشري شهر ربيع الآخر سنة إرب وتسعم وسبع مية
من الدرهم
ببيلون أبيض [282 دهمًا وربع دهم]
[39.82 درهماً وربع درهم]
[16 دهمًا ونصف درهم]
شان قطن
قميصين كتان
حنين طرح بغرو
29

74This word has been crossed out in the document.
Recto B. See figure 2, left, p. 182.

ملوطة طرح
هنين طرح
[۲۰ درهما] [۲۱ درهما]
ملوطة قضي
[۱۶ درهما]
عباءة اكمونى
[۱۵ درهما ونصف درهم]
بقجة ووجوبين
[۴ دراهم ونصف وربع درهم]
بساط عنيق
سجاداً عتيقة
[۸ درهماً ونصف درهم]
لباد وخلق
[۴ دراهم]
مصروف من ذلك
[۱۴ درهماً وربع درهم]
فيما يذكر
[۱۸ درهماً وربع درهم]
مفصلة
حمولة حوائج
دلالة بيع
[نصف درهم]
[۷ دراهم]
شهود بيع ثلاث نفر
[۱۰ دراهم]
ربع درهم
۱۶۱

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

والحمد لله وحده وصلى الله على سيدنا محمد وعلى اله وصحبه وسلم.
Verso D. See figure 3, left, p. 183.

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 Muhammad ibn Jamāl al-Dīn al-Baʿlabakkī
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 of a legal debt, certified as being the liability of Shams al-Dīn Muḥammad, named above, to the High Excellency and Master Naṣīr al-Dīn ibn of the Needy of God the exalted al-Qāḍī Amīn al-Dīn Abū al-Rūḥ
7. ʿĪsā, may God strengthen his judgements, by a legal transfer from his maternal aunt, the virtuous Ālmalik
8. bint Badr al-Dīn Ḥasan ibn ʿAlī ibn Abī al-Nūr al-Baʿlabakkī, 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
10. to his wife, the above mentioned Āmalik, for the amount of ten thousand dirhams. The date of the acknowledgment is

11. 13 Shawwāl 788 [7 November 1386], and the date of the transfer from the aforementioned Āmalik 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-Qādī 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-Qādī

17. Shams al-Dīn al-Ikhnaʿī, Magistrate for the Victorious Armies and Deputy Judge of the Esteemed Ṣafīʿī Court

18. in Damascus the Protected, the date of certification being 28 Rabīʿ 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-Qādī 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-Qādī Taqī al-Dīn al-Ḥanafī referred to above, on

23. 23 Rabīʿ II 794 [17 March 1392].

24. Details

24a. dirhams

25. a cotton turban wrapping a white بيلون

26. 28 1/2 dirhams 16 1/4 dirhams

27. two linen shirts a cotton turban wrapping

28. 14 dirhams 16 1/2 dirhams

29. a blue wool هندا a ūrḫ ḥanīn with a

30. with Russian fur Maṣṣīs fur

31. 98 dirhams 45 1/2 dirhams
Recto B

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>a <em>tarḥ hanīn</em></td>
<td><em>tarḥ</em> cloak</td>
</tr>
<tr>
<td>2.</td>
<td>16 <em>dirhams</em></td>
<td>20 <em>dirhams</em></td>
</tr>
<tr>
<td>3.</td>
<td>a <em>tarḥ cloak</em></td>
<td>mildewed (?) cloak</td>
</tr>
<tr>
<td>4.</td>
<td>9 1/4 <em>dirhams</em></td>
<td>16 (?) <em>dirhams</em></td>
</tr>
<tr>
<td>5.</td>
<td>a mildewed <em>hanīn</em></td>
<td>light brown wrapper</td>
</tr>
<tr>
<td>6.</td>
<td>38 <em>dirhams</em></td>
<td>15 1/2 <em>dirhams</em></td>
</tr>
<tr>
<td>7.</td>
<td>one and a half wrappers</td>
<td>bundle with red kerchiefs</td>
</tr>
<tr>
<td>8.</td>
<td>9 <em>dirhams</em></td>
<td>4 3/4 (?) <em>dirhams</em></td>
</tr>
<tr>
<td>9.</td>
<td>an old prayer rug</td>
<td>old carpet</td>
</tr>
<tr>
<td>10.</td>
<td>2 <em>dirhams</em></td>
<td>8 1/2 <em>dirhams</em></td>
</tr>
<tr>
<td>11.</td>
<td>a cap and three skull caps</td>
<td>an outer garment and a worn . . .</td>
</tr>
<tr>
<td>12.</td>
<td>4 <em>dirhams</em></td>
<td>14 1/2 <em>dirhams</em></td>
</tr>
<tr>
<td>13.</td>
<td>The expenses for that</td>
<td>18 1/4 <em>dirhams</em></td>
</tr>
<tr>
<td>14.</td>
<td>as mentioned</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Details</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>sale brokerage</td>
<td>portage of chattels</td>
</tr>
<tr>
<td>17.</td>
<td>6 <em>dirhams</em></td>
<td>1/2 <em>dirham</em></td>
</tr>
<tr>
<td>18.</td>
<td>price of paper</td>
<td>three witnesses to the sale</td>
</tr>
<tr>
<td>19.</td>
<td>1/4 <em>dirham</em></td>
<td>10 <em>dirhams</em></td>
</tr>
<tr>
<td>20.</td>
<td>money changer</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>1 1/2 <em>dirhams</em></td>
<td></td>
</tr>
</tbody>
</table>

22. The balance after that, all of which was received by the High Excellency Nāṣir al-Dīn referred to above, toward the value of the certified debt in accordance with what is specified in the document, is The amount of 364 *dirhams*

23. These chattels were those in the depository of the Esteemed Shāfiʿī Court. Written by Jamāl al-Dīn Khalīl.

24. God is my sufficiency. What an excellent Guardian is He!
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 Naṣir al-Dīn’s receipt of the amount remaining
3. after expenses. Written by Yūsuf ibn Salīm al-Ḥanafī.
4. The end.

[b]
1. I attended
2. the sale as set forth therein on recto and served as witness to the Excellency Naṣir al-Dīn’s receipt of the amount
3. remaining after expenses.
4. Written by Naṣir 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, Āmlāk, which she subsequently transferred to her nephew, al-Amīr Naṣir 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
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 Haram documents there are twenty-three labelled makhzūmahs. 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. In addition there are two documents (nos. 530 and 580), among nineteen Haram documents entitled waraqah mubārakah, which are written in the same format as the makhzūmahs and which also contain records of estate sales. Several of the other waraqahs, like the exceptional makhzūmah, deal with waqf or other types of institutional finances or with estate matters. Thus we can say that a Haram 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.

All the makhzūmāt have the same format. 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

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75 Catalogue, 335-47.
76 Ibid., 338.
77 Ibid., 347-56.
79 For photographs of other makhzūmahs 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.
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 makhzūmahs, 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 makhzūmahs, 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 mubāarakah 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

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81 Ibid., 466.
price; and (f) itemization of daily expenses subtracted from the total sales. Still another document was to be drawn up summarizing the makhzūmahs: a jāmi‘āh mubārakah. 

For al-Jarawanī, 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), makhzūmahs, and a jāmi‘āh mubārakah. In one passage al-Jarawanī, 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-Jarawanī 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.

Since al-Asyūṭī’s and al-Jarawanī’s conceptions of the purpose and content of the makhzūmahs are similar, how do we account for the discrepancies between formularies and the Haram 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 makhzūmahs 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-Jarawanī 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 makhzūmahs 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 makhzūmahs, it is surprising that the Haram 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-Jarawanī, "al-Kawkab," 151, 256.
makhzūmah mubārahak bi-mā ubī‘a min al-ḥawā‘ij al-mukhallafah ‘an al-marhūm, the heading of the document, corresponds fairly closely to that recommended by al-Asyūṭī: makhzūmah mubārahak bi-mā buyī‘a min tarikat fulūn.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 qādī. I have not been able to find any references to him or his father in Mamluk chronicles or biographical dictionaries.

al-makhdamī 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 (honorable 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 ilā Allāh ta‘ālā is a title associated with persons of piety or a pious office but who enjoy no great distinction.90 The absence of a loftier

85Al-Asyūṭī, Jawāḥir, 1:466.
87Al-Asyūṭī, Jawāḥir, 2:590.
88Ṣubh al-Aʾshā fi Ṣināʿat al-Inshā‘ (Cairo, 1913-19), 5:27.
89Al-Asyūṭī, Jawāḥir, 2:574-75.
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-Bayhân*, which probably refers to the south Arabian origins of the family, *Bayhân* being a wadi and territory in Yemen.  

7. *al-ḥawâlah al-sharʾiyah*. A ḥawâlah 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-Asyûṭî devotes a short chapter to the ḥawâlah, and al-Jarawânî and al-Nuwayrî discuss it briefly.  

9. *masṭûr sharʾi*. See the commentary on line 13 of no. 133, above.  

10. *iqrâr*. This term, meaning legal acknowledgment, is one we have already encountered in the margin of no. 133 above. Though an *iqrâr* normally constitutes an independent document with a distinct format of its own, it frequently forms a constituent part of other types of documents. In fact, al-Nuwayrî’s formulary for a ḥawâlah begins with *aqarra fulân . . . iqrâran sharʾiyan . . .* In the present case, however, the *iqrâr* seems to have been an independent document acknowledging Shams al-Dîn’s indebtedness to his wife, written on a larger document, referred to here as a *masṭûr* 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 *tawqî* written in the margin of no. 133 above, *li-yushhada bi-thubût mâ qâmat 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. *Sayyidunâ al-ʿAbd al-Faqīr ilá Allâh taʾâlá*, according to al-Asyûṭî, is a title used for deputy judges (*khalîfât al-ḥukm, nâʾib al-ḥukm*) in Syria as distinct from a longer title used for Egyptian deputies.  

14. *al-Qadāʾi al-Badarī . . .* refers to al-Qâdî Badr al-Dîn *ibn Sharaf al-Dîn ibn Radî al-Dîn al-Ḥanafî*, *Nâʾib al-Ḥukm wa-Shaykh al-Ḥanafîyah*, 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 Ḥanafî

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93 See Lutfi, "Iqrârs," 255-58, and *Catalogue*, 188-89.  
jurisprudence, Arabic language, Quranic recitation, and other subjects, and taught in at least three madrasahs in Damascus. 96

16. Sayyidunā wa-Mawliwarz. Oddly enough, this title, as opposed to Sayyidunā alone, was used, according to al-Asyūṭī, to differentiate a Chief Qādī 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 Qādī in this sense, since he identifies him as khalīfat al-ḥukm in line 17.

16-17. al-Qādī‘i al-Shamsī . . . refers to Muḥammad ibn Muḥammad ibn ʿUthmān ibn Muḥammad ibn ʿAbī Bakr ibn ʿĪsā ibn Badrān ibn Raḥmah al-Saʿdī al-Ikhnāʿī al-Shāfiʿī, known as al-Ikhnāʿī, born in 757/1356 and died in Damascus in 816/1413. He served in many judicial and administrative capacities in Gaza, Raḥbah, Zurʿah, Aleppo, Damascus, and Egypt; he also delivered fatwās and taught in a madrasah in Damascus. He is known to have been Deputy Qādī 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-Ṣafī, Ibn Ṭaḡrī Birdī refers to al-Ikhnāʿī as qādī al-quḍāʾ. 99

17. al-Ḥākim bi-al-ʿAsākir al-Manṣūrah is probably equivalent to qādī al-ʾāskar, the judge “responsible for handling judicial cases which arose while the army was on campaign.” 100 None of the literary sources mentions that al-Ikhnāʿī held this post.

19. wa-ittasʿala al-thubūṭayn . . . 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 kitaḥ 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-ṭaʿriq, 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

97 Al-Asyūṭī, Jawāhir, 2:594. Cf. no. 133, line 14 above.
98 Ibn Qādī Shuhbah, Tārīkh, 1:388, 544, 545; Ibn Ṭaḡrī Birdī, al-Nujūm al-Zāhirah fī Mulūk Miṣr wa al-Qāhirah (Cairo, 1971), 14:125.
99 Gaston Wiet, Les biographies du Manhal Saʿī (Cairo, 1932), 351.
100 Joseph H. Escovitz, The Office of Qâdî al-Qudât in Cairo under the Bahri Mamlûks (Berlin, 1984), 187.
to be followed by both the original and the recipient judges.\textsuperscript{101} The fourteenth-century Hanafi judge of Damascus, Najm al-Dīn al-Ṭarsūsī, also produces formularies for correspondence between qādis regarding legal transactions that transpired in their courts.\textsuperscript{102} In the present document there is no indication as to the method of transfer.

20-21. \textit{al-Qādī al-Taqawī} . . . refers to al-Qādī Taqī al-Dīn Abū al-Anṣāf wa-Abū Bakr ibn Fakhr al-Dīn Abī ‘Amr ‘Uthmān ibn Ṣalāḥ al-Dīn Abī al-Khayrāt Khalīl al-Ḥanafī. According to the historian Mujir al-Dīn al-‘Ulaymī, Taqī al-Dīn was known to have been serving as Deputy Ḥanafī Qādī in Jerusalem in the year 796/1394 and thereafter.\textsuperscript{103} This document establishes, of course, that he held that position as early as 795.

25. \textit{šašš qaṭn}. 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 \textit{taslim} (safekeeping?) of his wife. Although all of the items in the inventory, except two turbans, are listed among the goods sold, the \textit{makhzūmah} records several items sold that do not appear in the inventory: two rugs, for example, and several garments (two ḥānīns, two ʿabāʾahs, a šašsh, 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 \textit{makhzūmah} about the various amounts of cash mentioned in the inventory as belonging to Shams al-Dīn.

بيبלוن is perhaps Persian \textit{pilavan}, “a fine and costly silk.”\textsuperscript{104} In context this seems more likely than \textit{biliyūn}: bucket.\textsuperscript{105} But my reading is conjectural.

The \textit{makhzūmah} offers arithmetical difficulties associated with the use of the Mamluk \textit{siyāqah}. Every Haram \textit{makhzūmah} drawn up for the sale of an estate contains five sets of computations in a standardized format: (a)

\begin{thebibliography}{99}
\bibitem{101} Al-Asyūṭī, Jawāhir, 2:403-5.
\bibitem{102} Guellil, Akten, 217-18.
\bibitem{103} Al-Uns al-Jalīl bi-Ta’rikh al-Quds wa-al-Khalīl (Amman, 1973), 2:218.
\bibitem{104} F. Steingass, A Comprehensive Persian-English Dictionary (London, 1892), 269, transliterated as \textit{pelawan}.
\bibitem{105} Dozy, Supplément, 1:137.
\end{thebibliography}
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 dirhams, 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 dirhams. The trouble lies in reconciling the individual sales with the total (b). This figure looks very much like 382 1/4 dirhams, but if one calculates the sum of the individual prices, they add up to only 381 1/4 dirhams. 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: حُنيَدة. Moreover, in no. 721, line 6, the word is clearly written حندا.106

30. Maṣṣūs refers to the Anatolian town known in Arabic as al-Maṣṣūsah. "A speciality of the town was the valuable fur-cloaks, exported all over the world."107

Recto B

3. قاضي I read as qadī, which, when applied to a garment, means "old and worn out . . . from being long moist and folded."108 Fīḍī is also a possibility, meaning sky blue.109

106 Catalogue, 179.
5. akmu≠n I believe to be the Persianized form of kammu≠n, meaning cumin colored.¹⁰

7. jübin is probably Persian chubîn, "a red kind of kerchief tied over the head."¹¹

24-25. bi-mawda' al-ḥukm al-'azîz refers to the depository of the Shâfi‘î Court in Jerusalem, to which there are many references in the Haram documents.¹²

In this depository money and goods were kept under the jurisdiction of the Shâfi‘î 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-Dîn’s estate was made, his possessions were held temporarily in safekeeping by his wife. At some point, perhaps at his death, they were consigned to the Shâfi‘î Court and held in its depository until the sale was held, interestingly enough, under the jurisdiction of the Hanâfî Court.

26. wa-ḥasbun . . . Al-Asyûtî comments on the meritorious and traditional practice of ending documents with al-ṣalât ‘alá al-nabî, followed by the hasbala.¹³ 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) Nâṣîr al-Dîn’s receipt of the proceeds.

III. Haram document no. 355 recto and verso. 76 x 28 cms. Some holes.

Recto. An ishâhîd (of attestation), dated 24 Jumâdâ I 795/7 April 1393, calling for witnesses to and certification of Nâṣîr al-Dîn’s receipt of amounts held by the Shâfi‘î Court Depository in Jerusalem, due to him from the estates of Âlmalik and Shams al-Dîn. 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. 184.¹⁴

Arabic Transcription

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

¹⁰See Steingass, Dictionary, 90 for akîmûn.
¹¹Ibid., 402.
¹²See Catalogue, index iv, ‘deposit.’
¹³Al-Asyûtî, Jawâhir, 1:25.
¹⁴Unfortunately there is no photograph of the entire recto. Figure 4 is a montage of figures 5-11.
1. بسَّم [الله] الرحمن الرحيم الحمد لله على نعمة

2. شهد عليك [الجنايب الكرهمولى الأمى] [القبايبى] ناصر

3. [الددين ابن العبد الفقير] إلى الله تعالى القاضي أمين الدين عيسى ابن

4. المروح

5. البينات أحد الأمرا البعلبكية الحاضر يومدذ بالقدس الشريف أعز الله

6. نصرته وهو معروف عند شهوده أنه قبض وتسلم وصار إليه من مقبض

7. شرعي

8. ما كان مودعا بموعد الحكم العزيز الشرفي الشافعي بالقدس الشريف

9. وهو من الدراهم الفضية المتاعاب بها ييومدذ بالشام الحروس الف درهم

10. واحدة وسبعثمانية درهم واربع وسبعين درهم ومن

11. الذهب الألفوري عشرة شخوص مصارفها ماية درهم وخمسة وتسعمون

12. درهمًا

13. وذلك من تركة شمس الدين محمد ابن محمد بن الجمال النجاح البعلبكي

14. ومن تركة الملك بنت بدر الدين حسن بن أبي النور البعلبكية زوجة

15. شمس الدين المذكور

16. بحكم وفاة شمس الدين محمد المذكور إلى رحمته الله تعالى بالقدس

17. الشريف وانحصار إرثه شرعاً في زوجته الملك المذكورة وشقيقه عز

18. الدين حسن واحوته

19. لامه شهاب الدين أحمد والتي وستيته أولاد محمد بن ابراهيم العجمي

20. الغاليين عن القدس الشريف ثم توفيت الملك المذكورة وانحصار أرثها

21. شرعاً في اخوتها

22. العشرة ستاتى والتي وسن وست الوزارى وقاطمة إشقاها ومحمد الكبير

23. المعروف بالأول [و] محمد الأوسط المعروف بالثاني ومحمد الصغير

24. المعروف بالآخر واسماً وملف لبيها من غير شريك ولا حاجب بمقتضى

25. محضر شرعي تاريخه [١] [العشر] الأوسط من محرم سنة أربع وتسعين

26. وسبعثمانية ثابت مضمونه

27. لدى العبد الفقير إلى الله تعالى أقضية القضاة تقي الدين أبي العباس

28. أحمد ابن المنجا الحنفي الحاكم بدمشق الحروسة بمقتضى الإشهاد بظاهرة

29. المحرم تاريخه سادس عشر

30. الشهر المذكور مستهل شيوه بمجلس الحكم العزيز الحنفي بالقدس

31. الشريف لدى أقضية القضاة تقي الدين أبي الامتصاف أبي بكر خليفة

32. الحكم العزيز الحنفي بالقدس الشريف بمقتضى الإشهاد

33. المحرم بتاسع عشر ربيع الآخر سنة خمس وتسعمون وسبعثمانية
Lines 14-24. See figure 6, p. 186.

14. ابن العبد الفقير الى الله تعالى جمال الدين مفتي المسلمين ابي الجود

غام الانصاري الشافعي الحاكم بالقدس الشريف وعمالها وشيخ الشيوخ

ونظر الاوقاف المبرورة أبد الله تعالى

بمقتضى الاشهاد المورخ بالرابع والعشرين من جمادى الأولى سنة خمس

وتسعين وسبع عشرا ومقتضى حجة شرعية تاريخها ثالث عشر شوال

سنة ثمان وثمانين وسبع عشرا ومقتضى أقرار

16. شمس الدين محمد بن محمد بن الجمال المذكور اعلاه ان في ذمته بحق

صحيح شرعي لزوجته الملك المذكورة اعلاه عشرة آلاف درهم وبها فصل

حواره تاريخه

17. ثالث عشرري سنة تسع وثمانين وسبع عشرا ومقتضى الاشهاد على

الملك المذكورة انا احالت ابن اخيها الجناب الناصري القُلبي اعلاه على

زوجها المذكور اعلاه

بالبلغ المقر لها في علاه في الحجة المذكورة حوارا صحية شرعية

وبقبول الحواله قبولًا شرعيا وثبتت الحجة لذا العبد الفقير الى

الله تعالى

18. القضاة بدر الدين ابن الرضي عنفخي خليفه الحكم العزيز بدمشق

الحروسة بمقتضى الاشهاد المورخ بمسنذ الحجة سنة ثمان وثمانين

وسبعينية وثبت

20. فصل الحواره لذا العبد الفقير الى الله تعالى اقتضى القضاة شمس الدين

الانصاري الشافعي خليفه الحكم العزيز بدمشق الحروسة بمقتضى الاشهاد

المورخ بثمان عشري

21. شهر ربيع الأول سنة اربع وتسعين وسبعينية واتصل ثبوت الحجة

 والحواره باقتضى القضاة تقي الدين ابي الامان ابي بكر الحنفي خليفه

الحكم العزيز بالقدس

22. الشريف بشهاده من بعين ذلك في شهادته اخرا من حضر مجلس حكمه

من العدل حين الاشهاد عليه بالثبوت المذكور واحضر القابض المذكور

اشهدت شريعة

23. مورخا بحادي عشرري محرم سنة اربع وتسعين وسبعينية ومقتضى أقرار

محمد الثاني اقرارا صحيح شريعا في صحة منه وسلامة ووجاز امر

ان الجانب الناصري القابض اعلاه يستحق قبض ما جره الارث الشرعي الي 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.

من قمباش واثاث وذهب وزركش ولولو وصصور وديون شرعية ومال حاصل وغير ذلك مما هو بدمشق وبعلبك وبمودع الحكم بالقدس الشريف ومن titre والجهان وغيره المعروف بينهما العرف الشرعي وبذله وكالة شرعية تاريخها رابع محرم سنة اربع وتسعين وسبعمائة تتضمن وكالة وزرا وفاطمة وستييت ومحمد اولاد حسن للجانب الناصري القابض اعلاه في المطالبة بما يخص المكولات الثلاثة وما يخص اليتيم محمد الصغير المعروف بالاخر اخيهم لاعبيهم المستمر تحت وصية الموكل الرابع من تركته اخته الملك المذكورة وقبض ذلك وقبول الوكيل ذلك قبول شريعة وثبت مضمون الافرار ومضمون الوكالة لدا العبد الكبير الي الله تعالى ا قضى القضاة تقي الدين ابن مقلح الحنبلي الحاكم بدمشق الحروسة بمقتضى اشهاد شرعي تاريخه رابع شهر ربيع الآخر سنة اربع وتسعين وسبعمائة واتصل شبوته باقضي القضاة تقي الدين ابي الالصف ابي بكر الحنبلي خليفة الحكم العزيز بالقدس الشريف بتاريخ ثمان عشر شهر ربيع الآخر المذكور واتصل تبوت ذلك بمجلس الحكم العزيز الشرفي الشافعي الحاكم بالقدس الشريف المشارك اليه اعلاه ابيه الله تعالى بتاريخ الرابع والعشرين من جمادى الاولى سنة خمس وتسعين وسبعمائة وقمت عندن شرعيه ان الموكل عن اليتيم المذكور ووصي على اليتيم حين التوكيل مستمر الوصاية وقمت ببنية شرعية عندن ابيه محمد الكبير المعروف بالاول واختيه ابيه اسماء اولاد المرحوم بدر الدين حسن ابن ابي النور وشقيقاتهم التي اقرت في خصاصة منهم وسلامة ووجاز امر في العشر الاول من صفر سنة خمس وتسعين وسبعمائة

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

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.
44. تجهيز دين محمد والثلث الموصل به صدقة وختمات شريفة بالقدس [280 درهماً وربع درهم]...

الشريف البازر بعد ذلك من ذلك ما قبضه الجناب الناصري قبل تاريخه [260 درهماً ونصف وربع درهم] [45]...

بمقتضى اشهاد من ابن سناجق من ثورة...

45. شمس الدين وثمن الأعيان من ثورة شمس الدين أيضاً وما قبضه من...

[420 درهماً وربع درهم]...

تركة الملك ثمن حوايج مباعة قبل تاريخه وبقيت المبلغ ما قبضه من...

[170.8 درهماً وربع درهم]...

مودع الحكم العزيز الشافعي بالقدس الشريف المعين أعلاه...

46. وذلك من ثورة شمس الدين المذكور ومن ثورة الملك وأقر الجناب...

[1843 درهماً ونصف درهم] [44]...

الناصري المشاراليه اقراراً صحيحاً شرعيًا طوعاً واحتمالاً في صحة منه...

وسلامة وجوائز أمره اتصل...

47. إلى جميع ما عين أعلاه وانه لم يبق يستحق بعد ذلك بمودع الحكم العزيز...

المشاراليه ولا عند امين الحكم بالقدس الشريف شيئاً لولا جل بوجه من...

الوجه وسبباً من الاسباب...

48. وصدق على ما ووصت به الملك المذكورة وهو ثلاث مالها حسبما عين أعلاه...

وان ذلك صرف في مصارفه الموصى بها وانه لم يتاخر بعد ذلك له ولا...

لموكليه بمودع الحكم...

49. بالقدس الشريف ولا عند امينه شيء ولا جل واشهد عليه بمجموع ما...

نسب الله اعلاه ووكيل في شروطه وطلب الحكم به توكيل شريفاً فيه شهد...

في الرابع والعشرين...

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

50. من جمادى الاولى من شهر ستة خمس وتسعين وسيّعمان وسبع عماله...

على سيدنا محمد وله 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. Accordingly, I assume that the scribe made an error in recording this figure by writing the abbreviation for eight dinars instead of that for one dinar (cf. Appendix B), and I translate the latter numeral.
الوكيل

51. وأشهد عليهم الجنايب الناصري المشار اليه انها لا مطعن له ولا دافع فيهما
اوصرت به الملك المذكورة ولا في شيء منه وله تم الإشهاد في تاريخه المعين
أعلاه

[a]

57. أشهد على سيدنا الحاكم الشرفي المشار اليه اعلاه
53. اسحق الله ظلاله بما نسب اليه ااعلاته وعلى الجنايب
54. الناصري المذكور اعلاه بما نسب اليه فيه اعلاه
55. في تاريخه المعين اخرا ااعلاته كتبه
56. محمد بن سليمان الشافعي
57. شهد عندي بذلك اعزه الله تعالى

[b]

52. أشهد على سيدنا ومولانا الحاكم الشرفي
53. المشار اليه ااعلاته بيده الله تعالى وعلى القاضي
54. توفي الدين الحنفي الحاكمين بالقدس الشريف بما نسب
55. اليهما فيه ااعلاته كتبه عيسى بن أحمد العجلوني الشافعي

[c]

52. أشهد على الحاكم الشرفي
53. والقاضي التقوي بيدهما الله
54. والجنايب الناصري بما
55. نسب اليهما في ااعلاته
54. وعائنات القبض في تاريخه
55. كتبه احمد بن الجلال
56. شهد عندي بذلك

[d]

52. شهدت على سيدنا الحاكم الشرفي المشار
53. اليه ااعلاته
54. بيده الله تعالى بما نسب اليه ااعلاته وعلى الجنايب
55. الناصري المشار اليه ااعلاته بما نسب اليه ااعلاته
56. في تاريخه وعائنات ما قضيه من موعد الحكم العزيز
57. المشار اليه ااعلاته كما عين ااعلاته كتبه يوسف النجيب (٤) الحنفي

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

[a]
ashad ʿalā Sayyidna wa Mawlaana al-haʾim al-ṣāḥīfī
masʾar al-ʾīlaʾ ʾaʾlaʾihi ayyahu al-lah tawalluʾwa ʿalā al-qāṣī tāqī al-dīn
al-ḥanafī al-haʾim al-ṣāḥīfī bi-adh-dīn al-ṣāḥīfī bi-nisb al-ʾīhāma fiʾaʾala
waʿlī al-janāb al-naṣṣāri bi-naṣb al-ʾīlaʾ fiʾaʾala ʾfiʾ tāʾarīḫaʾ
takhtīb ʿabd al-ḥumād muḥammad bīn al-jalāl al-ʾanṣārī

[a] ʾashad ʿalā maʿṣūrāʾ min al-qāṣī al-mākbūr ʾaʾala bi-naṣb al-ʾīlaʾ fiʾaʾala
waʿlīʾ qāṣī ʾaʾala waʿlīʾaʾt al-qāṣī fiʾ tāʾarīḫ evmen evnaʾaʾalā
takhtīb ʿabd al-qarim al-nāqīb al-ḥanafī

[b] ʾashad ʿalā Sayyidna wa Mawlaana al-haʾim al-ṣāḥīfī
masʾar al-ʾīlaʾ ʾaʾlaʾihi ayyahu al-lah tawalluʾwa ʿalā al-qāṣī tāqī al-dīn
al-ḥanafī al-haʾim al-ṣāḥīfī bi-adh-dīn al-ṣāḥīfī bi-nisb al-ʾīhāma fiʾaʾala
waʿlī al-janāb al-naṣṣāri bi-naṣb al-ʾīlaʾ fiʾaʾala ʾfiʾ tāʾarīḫaʾ
takhtīb ʿabd al-ḥumād muḥammad bīn al-jalāl al-ʾanṣārī

[c] ʾashad ʿalā Sayyidna wa Mawlaana al-haʾim al-ṣāḥīfī
masʾar al-ʾīlaʾ ʾaʾlaʾihi ayyahu al-lah tawalluʾwa ʿalā al-qāṣī tāqī al-dīn al-ṣāḥīfī
al-ḥanafī al-haʾim al-ṣāḥīfī bi-adh-dīn al-ṣāḥīfī bi-nisb al-ʾīhāma
al-janāb al-naṣṣāri bi-naṣb al-ʾīlaʾ fiʾaʾala
waʿlīʾaʾt qāṣī ʾaʾala bi-naṣb al-ʾīlaʾ fiʾaʾala ʾal-ʿawzaʾiʾ ʾfiʾ tāʾarīḫ evnaʾaʾalā
takhtīb ʿabd al-qarim al-nāqīb al-ḥanafī

[a] ʾashad ʿalā Sayyidna wa Mawlaana al-haʾim al-ṣāḥīfī
masʾar al-ʾīlaʾ ʾaʾlaʾihi ayyahu al-lah tawalluʾwa ʿalā al-qāṣī tāqī al-dīn al-ṣāḥīfī
al-ḥanafī al-haʾim al-ṣāḥīfī bi-adh-dīn al-ṣāḥīfī bi-nisb al-ʾīhāma
al-janāb al-naṣṣāri bi-naṣb al-ʾīlaʾ fiʾaʾala ʾfiʾ tāʾarīḫaʾ
takhtīb ʿabd al-ḥumād muḥammad bīn al-jalāl al-ʾanṣārī

[b] ʾashad ʿalā Sayyidna wa Mawlaana al-haʾim al-ṣāḥīfī
masʾar al-ʾīlaʾ ʾaʾlaʾihi ayyahu al-lah tawalluʾwa ʿalā al-qāṣī tāqī al-dīn al-ṣāḥīfī
al-ḥanafī al-haʾim al-ṣāḥīfī bi-adh-dīn al-ṣāḥīfī bi-nisb al-ʾīhāma
al-janāb al-naṣṣāri bi-naṣb al-ʾīlaʾ fiʾaʾala ʾfiʾ tāʾarīḫaʾ
takhtīb ʿabd al-ḥumād muḥammad bīn al-jalāl al-ʾanṣārī

[c] ʾashad ʿalā Sayyidna wa Mawlaana al-haʾim al-ṣāḥīfī
masʾar al-ʾīlaʾ ʾaʾlaʾihi ayyahu al-lah tawalluʾwa ʿalā al-qāṣī tāqī al-dīn al-ṣāḥīfī
al-ḥanafī al-haʾim al-ṣāḥīfī bi-adh-dīn al-ṣāḥīfī bi-nisb al-ʾīhāma
al-janāb al-naṣṣāri bi-naṣb al-ʾīlaʾ fiʾaʾala ʾfiʾ tāʾarīḫaʾ
takhtīb ʿabd al-qarim al-nāqīb al-ḥanafī

[a] ʾashad ʿalā Sayyidna wa Mawlaana al-haʾim al-ṣāḥīfī
masʾar al-ʾīlaʾ ʾaʾlaʾihi ayyahu al-lah tawalluʾwa ʿalā al-qāṣī tāqī al-dīn al-ṣāḥīfī
al-ḥanafī al-haʾim al-ṣāḥīfī bi-adh-dīn al-ṣāḥīfī bi-nisb al-ʾīhāma
al-janāb al-naṣṣāri bi-naṣb al-ʾīlaʾ fiʾaʾala ʾfiʾ tāʾarīḫaʾ
takhtīb ʿabd al-qarim al-nāqīb al-ḥanafī

[b] ʾashad ʿalā Sayyidna wa Mawlaana al-haʾim al-ṣāḥīfī
masʾar al-ʾīlaʾ ʾaʾlaʾihi ayyahu al-lah tawalluʾwa ʿalā al-qāṣī tāqī al-dīn al-ṣāḥīfī
al-ḥanafī al-haʾim al-ṣāḥīfī bi-adh-dīn al-ṣāḥīfī bi-nisb al-ʾīhāma
al-janāb al-naṣṣāri bi-naṣb al-ʾīlaʾ fiʾaʾala ʾfiʾ tāʾarīḫaʾ
takhtīb ʿabd al-qarim al-nāqīb al-ḥanafī

[c] ʾashad ʿalā Sayyidna wa Mawlaana al-haʾim al-ṣāḥīfī
masʾar al-ʾīlaʾ ʾaʾlaʾihi ayyahu al-lah tawalluʾwa ʿalā al-qāṣī tāqī al-dīn al-ṣāḥīfī
al-ḥanafī al-haʾim al-ṣāḥīfī bi-adh-dīn al-ṣāḥīfī bi-nisb al-ʾīhāma
al-janāb al-naṣṣāri bi-naṣb al-ʾīlaʾ fiʾaʾala ʾfiʾ tāʾarīḫaʾ
takhtīb ʿabd al-qarim al-nāqīb al-ḥanafī

[117] ʾaʾlāhū has been inadvertently repeated.
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-Qādī Amīn al-Dīn ʻĪṣā, 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 dirhams in current use at that time in Damascus the Well-Guarded

5. one thousand seven hundred ninety-four and three-quarter dirhams, and of Florentine gold, ten pieces at the exchange value of one hundred ninety-five dirhams,

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 ʻIzz al-Dīn Ḥusayn, and his siblings

8. by his mother: Shihāb al-Dīn Ḥusayn, Altī, and Sutaytah, the children of Muḥammad ibn Ibrāhīm al-ʻAjamī, they being absent from Jerusalem the
Noble. Thereafter, the aforementioned Ālmalik died, and her inheritance was legally restricted to her

9. ten siblings: Sutaytah, Altī, Asin, Sitt al-Wuzara’, Fātimah: full siblings; and Muhammad the Elder, known as the First; Muhammad the Middle, known as the Second; Muhammad the Younger, 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

10. by the Servant Needy of God the Exalted, Aqdá al-Quḍāh Taqī al-Dīn Abū al-‘Abbās Ahmad ibn al-Munajja 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

11. of the aforementioned month [14 December 1391], this certification having been conveyed at the Esteemed Ḥanafi Court in Jerusalem the Noble to Aqdá al-Quḍāh Taqī al-Dīn Abū al-Anṣāf Abū Bakr, Ḥanafi Deputy Qāḍī in Jerusalem the Noble, in accordance with the attestation (of certification)

12. 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 Abu al-Rūḥ ‘Isá

13. son of the Servant Needy of God the Exalted, Jamāl al-Dīn, Muftī of the Muslims, Abū al-Jūd Ghānim al-Anṣārī al-Shāfī‘ī, Magistrate in Jerusalem the Noble and its districts, Chief Shaykh, and Supervisor of the Noble Endowments, may God support him,

14. 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

15. 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 dirhams. In this document there is a transfer clause dated

16. 23 Șafar 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,

17. 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, Aqdá
19. al-Qudāḥ 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-Hijjah 788 [24 December 1386].

20. The transfer clause was certified by Aqdā al-Qudāḥ the Servant Needy of God the Exalted, Shams al-Dīn al-Ikhnāʾī al-Shāfīʾī, Deputy Qāḍī in Damascus the Well-Guarded, in accordance with the attestation (of certification) dated 28

21. Rabīʿ I 794 [23 February 1392]. Certification of the document and the transfer was conveyed to Aqdā al-Qudāḥ Taqī al-Dīn Abū al-Anṣāf 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 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,

23. 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

24. 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

25. 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-]Wuzaraʾ, 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

26. 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

27. acknowledgment and the power of attorney were certified by the Servant Needy of God the Exalted, Aqdā al-Qudāḥ Taqī al-Dīn ibn Muḥliḥ al-Ḥanbalī, Magistrate in Damascus the Well-Guarded, in accordance with
30. a legal attestation (of certification) dated 4 Rabī‘ II 794 [29 February 1392]. Its certification was conveyed to Aqḍā 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-Shāfī‘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 Aît 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, Bālbek, Bekaa Bālbek, 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-Shāfī‘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 Shāfī‘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,
and exhaustively, in the presence of legal witnesses and under the surveill-
ance of them. The total of that, with the exchange for gold,
42. of silver *dirhams* in current use in Damascus the Well-Protected is one
thousand nine hundred eighty-nine and three-quarter *dirhams*, this being
from the two aforementioned estates
43. from the total of seven thousand seven hundred eighty-nine *dirhams*, divided
between the estate of Shams al-Dīn, the aforementioned husband, and
\[5707 \frac{3}{4} \text{ dirhams}\]
from the estate of the aforementioned Ālmalik. There was spent from
\[2081 \frac{1}{4} \text{ dirhams}\]
Ālmalik’s estate
44. for burial, the debt of Umm Muḥammad, and the third bequeathed as
\[50 \text{ dirhams} \quad 50 \text{ dirhams}\]
charity and for noble recitations of the Quran in Jerusalem the Noble,
\[633 \frac{3}{4} \text{ dirhams}\]
leaving a balance thereafter, less that which the Excellency Nāṣir al-Dīn
\[7055 \frac{1}{4} \text{ dirhams}\]
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
\[3000 \text{ dirhams} \quad 364 \frac{1}{4} \text{ dirhams}\]
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
\[1701 \frac{1}{4} \text{ dirhams}\]\(^{118}\)
of the Esteemed Shāfī‘ī Court in Jerusalem the Noble, specified above:
46. from the estate of the aforementioned Shams al-Dīn and from the estate of
\[1843 \frac{1}{2} \text{ dirhams}\]
Ālmalik. The aforementioned Excellency Nāṣir al-Dīn made a valid, legal
\[146 \frac{1}{4} \text{ dirhams}\]
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 Depos-
itory of the Esteemed Court or with the Trustee of Orphans in Jerusalem.

\(^{118}\) ألف وسبع مية درهم و ثمانية درهم و ربع درهم, but to make the arithmetic in this
document balance, this figure should read ألف وسبع 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 *dirhams* instead of that for one *dirham*, and I translate the latter numeral.

48. He verified what the aforementioned Āmalik 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 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 Jumādā 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!

50. The aforementioned Excellency Nāṣir al-Dīn attested that there is no challenge or rebuttal to that which the aforementioned Āmalik bequeathed or in anything thereto appertaining. Thus the attestation was completed on the date designated above.

52. I am witness to Our Lord the Magistrate Sharaf al-Dīn mentioned above, and to the aforementioned Excellency Nāṣir al-Dīn as to what is attributed to him above in this document, and to the aforementioned Excellency Nāṣir al-Dīn as to what is attributed to him above in this document on the date designated above at the end. Written by Muh₇ammad ibn Sulaymān al-Shāfī‘ī.

54. Taqī al-Dīn al-Ḥanafi, the two magistrates in Jerusalem the Noble, as to what is attributed to them above in this document. Written by ʿĪsā ibn Aḥmad al-ʾAjlūnī al-Shāfī‘ī.

56. He testified to that before me, may God the Exalted strengthen him.

52. I am witness to Our Lord and Master the Magistrate Sharaf al-Dīn mentioned above, may God the Exalted support him, and to al-Qāḍī Taqī al-Dīn, the two magistrates in Jerusalem the Noble, as to what is attributed to them above in this document. Written by ʿĪsā ibn Aḥmad al-ʾAjlūnī al-Shāfī‘ī.

54a. and I viewed the taking of possession on its date. Written by Aḥmad ibn al-Jalāl. He testified to that before me.

52. I was witness to Our Lord the Magistrate Sharaf al-Dīn
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 mentioned above, may God the Exalted support him, and to al-Qāḍī Taqī al-Dīn
59. al-Ḥanafī, Magistrate in Jerusalem the Noble, as to what is attributed to them above in this document,
60. and to the Excellency Nāṣir al-Dīn as to what is attributed to him above in this document on its date.

[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 above, may God the Exalted support him, as to what is attributed to him
58. above, and to the above-mentioned Excellency Nāṣir al-Dīn,
59. may God strengthen his aid, as to what is attributed to him above,
60. and I viewed the taking possession of what he received from the Depository of the Esteemed Court
61. on its date. Written by

[a]
61. I am witness to Our Lord and Master the Magistrate Sharaf al-Dīn mentioned 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-Shāfi‘ī.
63. I testify that the mentioned one-third was spent for those entitled to it legally, in the legal manner. Written by Āḥmad ibn Muḥammad al-Shāfī‘ī.
64. He testified to that before me.
65. Written by Āḥmad 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 isḥād forms the first part of a type of document described by al-Asyūṭī in a chapter on al-qāḍʿa, 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 (isḥād) to [the validity of] certification (thubūt), judgement (ḥukm), and implementation (tanfīḍh). (b) The judge writes his motto (ʿalāmah) 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
Although no. 355 recto does not mention implementation (tanfidh), it does contain all the formal components mentioned by al-Asyūṭī except (e), which is found, of course, on no. 355 verso.

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 ishhāds found among the Haram documents. I have also pointed to the similarity of one type of ishhād, attestation, to the iqraʿ, or acknowledgment, concluding that the difference between the two is a matter of form and language. In her study of the fourteenth-century Ḥanāfī formularies of al-Ṭarsūsī, Guellil describes three types of ishhāds, which, on the basis of format, she labels as ishhād-shahādah, corresponding, roughly, to my attestation; ishhād-isjāl (kitābat hukm), corresponding to my certification; and the ishhād form of witnessing clauses. Professor ʿAbd al-Latīf 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 iqraʿs; finally, during the Mamluk period in particular, it was applied to court documents which certify and register transactions. In the last case, al-iss̱hādaaṭ al-sharʿiyaḥ 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 isshādaaṭ is to increase the certitude, confirmation, and authority of the contract, ‘pour confirmer le contrat’.

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

119 Al-Asyūṭī, Jawāhir, 2:369-70.
120 For other examples from the Haram, see Asali, Wathāʾiq, 1:227-30 (no. 28a-b) and Lutfi, “Iqraʿs,” 278-87 (no. 315a-b).
121 Catalogue, 224.
122 Ibid., 225.
123 Guellil, Akten, 257.
124 Ibid., 260.
125 Ibid., 360.
before a judge and a step in al-Asyūṭī’s process of judicial certification. Verso is (ii) an *ishḥād/ isjaʿl*, the witnessing clauses of which are cast in an *ishḥād* 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 Jumāda 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 Shāfiʿī judge in Jerusalem, calling for witnesses to attest that he had taken legal possession of silver and gold worth 1989 3/4 Damascus *dirhams* which had been kept in the Shāfiʿī 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 Rabīʿ 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 *dirhams* owed her by Shams al-Dīn and legally acknowledged in an *iqrāʿ* 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 Shāfiʿī 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

127See no. 133, line 4, above.
Ämalik’s estate. Some of these we have already had occasion to notice in connection with the makhzūmah. In brief, this process took place in two phases, as follows:

(a) Shams al-Dīn Muhammad made an iqār acknowledging his debt of 10,000 dirhams to Ämalik on 13 Shawwāl 788/7 November 1386.

(b) The iqār was certified on 1 Dhu’ al-Ḥijjah 788/24 December 1386 by a Ḥanafī judge in Damascus.

(c) Ämalik added a transfer clause (fasl ḥawālah) to the iqār, transferring the proceeds from the debt to her nephew, Nāṣīr 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’i 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 qādī, a sale of chattels in Shams al-Dīn’s estate was held in order to satisfy his debt to his wife, transferred to Nāṣīr al-Dīn.

But these legal transactions were conducted only in conjunction with Nāṣīr al-Dīn’s claim to the transferred debt. As we have already seen, he also made a claim to Ämalik’s estate on the basis of authorizations assigned to him by some of her legal heirs. We do not know the date of Ämalik’s death; it must have occurred around 4 Muḥarram 794/2 December 1391, when some of those heirs assigned their power of attorney to Nāṣīr 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 Nāṣīr al-Dīn appeared in Jerusalem with several certified powers of attorney and other forms of authorization from Ämalik’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 iqār on an unspecified date authorizing Nāṣīr al-Dīn to claim his (Muḥammad’s) portion of Ämalik’s estate.

(b) In an appendix to this iqār, 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 Nāṣīr al-Dīn.

(c) In mid-Muḥarram 794/9-18 December 1391, a court record was issued defining Ämalik’s heirs.

128 See no. 591 recto A, lines 7, 9, 10, 15, 18, above.
(d) This court record was certified by a Ḥanbalī judge in Damascus on 16 Muḥarram 794/14 December 1391.

(e) Muḥammad II’s iqraʾ mentioned in (a) was certified on 21 Muḥarram 794/19 December 1391.

(f) The iqraʾ and the appendix mentioned in (b) were certified by the Ḥanbalī judge in Damascus on 4 Rabīʿ II 794/29 February 1392.

(g) The certified iqraʾ and appendix were conveyed to the Hanaﬁ judge Taqī al-Dīn on 18 Rabīʿ II 794/15 March 1392. (Shortly thereafter, on 23 Rabīʿ 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 iqraʾ 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 Rabīʿ 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 Shāfiʿī 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 Shāfiʿī 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.
1. al-ḥamd lillāh ‘alā niʿamīhi is the motto\textsuperscript{129} used by the Shāfiʿī Deputy Judge Jamāl al-Dīn Abū Muḥammad ʿAbd 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 ‘alāmahs 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 Haram no. 35, dated 6 Rabīʿ II 778/23 August 1376 as the motto of Deputy Qāḍī Abū ʿAlī al-Ḥasan ‘Alī . . . al-Ghazzī al-Shāfīʿī, a judge in Gaza;\textsuperscript{130} no. 708, dated 7 Dhū al-Ḥijjah 778/17 April 1377, for Deputy Qāḍī ‘Alī ibn Muḥammad al-Shāfīʿī of Jerusalem;\textsuperscript{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 Muharram 771/14 August 1369, for Deputy Qāḍī ʿAlāʾ al-Dīn Abū al-Ḥasan ‘Alī al-Umawī.\textsuperscript{132}

2. ashhadāʾ ‘alāyhi. The use of this phrase, or of ashhada ‘alā nafsihi, meaning he called for witnesses to himself,\textsuperscript{133} establishes the document as an isḥād no. (i): “an isḥād 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 isḥād, which they write in the witnessing clauses at the end of the document, normally takes the form ashudū ‘alā fulān.

3. ahād al-umārāʾ al-Baʿlabakkīyah. Previously (see above, pp. 121-122), we noted that Nāṣir al-Dīn was probably a member of the Ḥalqah in Baalbek. During the Bahri Mamluk period Baalbek had the status of a niyyābah (vicereyship) and was administered by an amir of ten, later an amir of forty, named by the Viceroy of Syria.\textsuperscript{134} Nāṣir al-Dīn was apparently an officer of the Ḥalqah attached to this administrative center. In any case Nāṣir al-Dīn, his aunt Ḥamīl, 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 maʿrūf ‘inda 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

\textsuperscript{129}For a survey of the use of the ‘alāmah in various types of Islamic documents, see S. M. Stern, \textit{Fatimid Decrees} (London, 1964), 123-65.

\textsuperscript{130}Catalogue, 255-56.

\textsuperscript{131}Ibid., 253.

\textsuperscript{132}Ibid., 289.

\textsuperscript{133}Not “called upon himself as witness” as in my “Court Records,” 21, and “The Jews,” 259.
that if someone acts as a witness to a person whose name and *nasabs* he
does not know, his testimony is not valid. . . .”

$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.  

4. *al-Sharaḍi*. This is the same Shāfiʿi' judge who authorized the estate inventory
for Shams al-Dīn. See commentary on no. 133, line 14 above.  

*al-mutaʿāmina bi-hā . . . bi-al-Shām*. According to al-Qalqashandī, Jeru-
salem’s standard currency was that of Damascus. This was only natural
since Mamluk Jerusalem was under the administrative jurisdiction of Da-

5. *al-dhahab al-iflūr* . . . *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
dīnār (Šubh, III:442.8: the dīnār at 20 dirhams, the ifrantī [florin] at 17).”

According to our document, dated 795/1393, the exchange rate in Jerusalem
was 19.5 *dirhams* 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.  

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.  

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also Bacharach, “The Dinar versus the Ducat,” *International Journal of Middle East Studies* 4
139 Using Venetian documents, Eliyahu Ashtor (*Les métaux précieux 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 *dirhams* on 2 August 1395.  
140 See commentary on line 45 below.
7. *wa-inhiṣār irthuḥu* is a stock phrase used to specify the heirs to an estate according to Islamic law.\(^\text{141}\)

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

8-9. *fi ikhwatih 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 Naṣīr al-Dīn, as a nephew, would have been excluded.\(^\text{142}\)

10. *mahḍar 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.

11. *Aqdā al-Quḍāh Taqī al-Dīn* . . . *al-Ḥanbalī*. Al-Qāḍī Taqī al-Dīn Ahmad ibn Muḥammad ibn Muḥammad ibn al-Munajjā ibn ‘Uṭmān ibn As‘ad ibn Muḥammad ibn al-Munajjā al-Ḥanbalī served as a Deputy Qāḍī (hence the title Aqdā al-Quḍāh)\(^\text{143}\) 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.\(^\text{144}\)

*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 Yarkand area, but was also the current general term for ‘judge’ without referring to specific rank? The question must remain open."\(^\text{145}\) Insofar as I have been able to determine, in the Haram documents al-ḥākim, in the sense of presiding judge or magistrate, was used for both full qāḍī or Qāḍī al-Quḍāh and Deputy Qāḍīs or Aqdā al-Quḍāh and Na‘īb al-Ḥūkm.\(^\text{146}\) In terms of

\(^{141}\) Al-Asyūṭī, *Jawāhir*, 1:43.

\(^{142}\) See Coulson, *Succession*, 65-78.


\(^{144}\) Ibn al-‘Imād, *Shadharaṭ al-Dhahab fi Akhībār Man Dhaḥab* (Cairo, 1351/1932-33), 7:42.


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

*bi-muqtadā 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.


15. ḥujjah sharʿiyah. This is the same document referred to in no. 591, recto A, line 9 above as a *maṣṭūr sharʿi*.

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 *maṣṭūr/hujjah*.

18. *qubūl al-muḥṭāl al-ḥawālah qubūlan sharʿiyān* 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-muḥṭāl) to accept the transfer.” Hence the necessity to include the clause in the document.

19. *Aqdā al-Quḍāh Badr al-Dīn* . . . See the commentary on no. 591, recto A, line 14 above.

20. *Aqdā 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-ṣaḥīq* 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*.

*Uḍūl* was sometimes used like

and lines 52-54b, “al-Ḥākim al-Sharafi. . . wa-ʿalā al-Qādī Taqī al-Dīn al-Ḥanafī al-Ḥākimayn . . .”!

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

*iṣḥādan sharʿiyān* 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 *iṣḥād* 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.

23-24. These lines establish ʿNaṣīr 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 ʿNaṣīr 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-ḥayawan wa-ṣāmit wa-nātiq wa-ghayr dhālikā*. In another model he adds *ḥulī zarḵash, and ḫu’lu’*. Notice, however, that this list in the document adds two specific items—*al-zābīb wa-al-ḥabbahān*—not covered by the generic list. Cf. the list on lines 36-37 below.

26. *al-maʿrūf baynahuma al-maʿrifah al-sharʿiyah*. It is not evident here what would constitute legal cognizance on the part of the two parties (the *muqīr*, Muḥammad II, and the *muqarr lahu*, ʿNaṣīr al-Dīn) but *maʿrifah sharʿiyah* is certainly a recurring phrase in legal documents. There are, of course, standard formats for assigning proxies or powers of attorney.

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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151 Al-Asyūṭī, Jawāhir, 1:42-43.
152 Ibid., 50.
153 Ibid., 192-208; Guellil, *Akten*, 175-76. For examples from the Haram see *Catalogue*, 306-10.
al-yatîm Muḥammad al-ṣaghîr, therefore, refers to the fact that he was not yet of age, as does the term al-ṣaghîr.

28. waṣīyah. The usual term for guardianship is wiṣāyah, whereas a waṣīyah is a testamentary deposition “appointing an executor and/or guardian” (waṣī).\(^\text{154}\) wa-qabaḍa dhâlika wa-ṣubûl al-wakīl dhâlika qubûlan shar’īyān . . . in order for a wakālah, or power of attorney, to be valid, the proxy must formally accept it from the person who assigns it.\(^\text{155}\)

29. Taqî al-Dîn ibn al-Mufliḥ . . . refers to al-Qâdî Burhân al-Dîn wa-Taqî al-Dîn Abû Ǧishâq Ǧbrahîm ibn Muḥammad ibn Muflih ibn Mufarraj al-Râmînî al-Dimashqî al-Ḥanbalî. Born in 749/1348-1349 into a family of prominent Ḥanbalî 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 Ḥanbalî school in Damascus. Before becoming Ḥanbalî Chief Judge, he served as a Deputy Judge to several Ḥanbalî judges. He died in 803/1401.\(^\text{156}\)

32-33. wa-qaṣmat bayyīnah sharʿīyāh ‘indahu. The use of this clause probably indicates that oral testimony was given to establish that Nâṣîr al-Dîn was (a) the guardian of Muḥammad III when the power of attorney was assigned and (b) the agent of Muḥammad I, Asmāʾ, and Asin, authorized to take possession of Almalik’s estate. “In legal terminology the word bayyīnah 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.”\(^\text{157}\) In any case the use of this clause signals that these aspects of Nâṣîr al-Dîn’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-îrth . . . This clause reinforces Nâṣîr al-Dîn’s claim to what was due to his aunt from her husband’s estate.

\(^{154}\)Schacht, Introduction, 173.

\(^{155}\)Catalogue, 306.

\(^{156}\)Ibn al-ʿImād, Shadharāt, 7:22-23.

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. *Biqāʾ Baʿlabakk* 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 *Biqāʾ al-Baʿlabakkī* was one of two *Biqāʾ wilāyahs* subject to the Viceroy of Baalbek.\(^{159}\)

37-38. *intaqala ilayhi bi-nāqil sharʿi*. 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-sharʿīyah*. . . 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-istihqāq*). The latter have five forms, the last of which is an oath with a witness (*al-yamīn maʿa al-shahīd*), which has seven applications; no. 6 involves a claim regarding an absent person (*al-daʿwāʾ al-ghāib*).\(^{162}\) The use of this type of oath is discussed fully by al-Asyūṭī in his chapter on *al-qāḍāʾ*, 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 Shāfiʿī *fiqh*.\(^{163}\) This clause, then, I interpret to

\(^{158}\) Coulson, *Succession*, 41.


\(^{163}\) Ibid., 361.
mean that in the absence of the declarants listed in lines 33-34, the Amir Nasir al-Din had to swear an oath that he had legal entitlement to receive their share of their sister’s estate.

wa-ḥalafa . . . bi-Allah al-‘Azīm. 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.”  Especially efficacious are those which refer to His power, glory, or might. Thus the reference to God as “al-‘Azīm.”

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

41. qabaḍa dhālika qabḍan . . . bi-ḥaḍrat shuhūdihī. As we shall see below in the witnessing clauses, four of the witnesses to the document testified that they saw Nasir al-Din 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 Nasir al-Din 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, Nasir al-Din had two claims: one, a debt of ten thousand dirhams owed by Shams al-Din to Almalik, which Almalik had transferred to Nasir al-Din, and two, the shares of nine of Almalik’s ten heirs, who had assigned to Nasir al-Din 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 Nasir al-Din. 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 Nasir al-Din 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

stands. If my reading of the siyāqah script is correct, this is what happened: Nāṣir al-Dīn received the equivalent of 1989.75 dirhams from the depository of the Shāfiʿī Court in Jerusalem, 1794.75 silver dirhams and ten gold florins worth 195 dirhams. 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 dirhams for Shams al-Dīn and 2081.25 for Ālmalik, for a total of 7789. But 733.75 dirhams had to be subtracted from Ālmalik’s estate: 50 dirhams for her burial expenses and 50 for a debt, and 633.75 dirhams as a bequest for Quranic recitations and other charitable purposes, for a total of 733.75 dirhams, leaving a balance of 7055.25 dirhams. And, the document goes on to state, Nāṣir al-Dīn had already received substantial portions of the amount due him: 3000 dirhams in cash and 364.25 and 1701.25 dirhams from goods sold from the estates of Shams al-Dīn and Ālmalik respectively, for a total of 5065.50 dirhams. Subtracting, then, 5065.50 dirhams from the total balance of 7055.25 leaves the residue of 1989.75 which Nāṣir al-Dīn received, 146.25 dirhams 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 Shāfiʿī 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)

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)

Their total estates had been worth:
Shams al-Dīn 5707.75 dh (line 43)
Ālmalik 2081.25 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)
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 dirhams (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


This means that Nāṣir al-Dīn’s total received in Jerusalem, however it may be calculated, fell considerably short of the ten thousand dirhams 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 dīnārs held by Ibn Sana’īq 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 dirhams (apart from Ibn Sana’īq’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 Haram documents.

44. tajhīz wa-dayn . . . wa-al-thulth al-mūsā 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
and debts, in the form of legacies.\textsuperscript{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. \textit{thaman al-a’yān min tarikat Shams al-Dīn} . . . This refers to the proceeds from the sale of chattels, recorded in \textit{makhzūmah} no. 591 above. 

\textit{min tarikat Ālmalik thaman ḥawā’ij mubā’ah qabla ta’rückhihi}. 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 \textit{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 \textit{dirhams}, which, if subtracted from the balance of 7055.25 entered on line 44, yield a final balance of 1982.75 \textit{dirhams} rather than the 1989.75 entered on line 42.

47. \textit{Amin al-Huḵm}. "In the Mamluk period the \textit{Amin al-Huḵm} was a judicial officer, under the jurisdiction of a \textit{qādī}, responsible for the welfare of minor orphans."\textsuperscript{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. \textit{mā awsāt 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.\textsuperscript{167} 

\textit{thulth mālihā}. Note that a third of her estate (2081.25 \textit{dh} – 100 \textit{dh} = 1981.25 \textit{dh}) is 660.42 \textit{dirhams}, not 633.75 (line 44).

\textit{wa-lā li-muwakkilihi} presumably refers to those heirs listed in lines 26-27 above who had assigned their power of attorney to Nāṣir al-Dīn.

49. \textit{wa-wakkala fī thubūtihi} . . . \textit{tawkīlān shar’īyan}. This clause means that Nāṣir al-Dīn appointed an agent to act in his behalf in obtaining court certification of his\textit{ isḥād} and a judgement as to his claims, a well documented practice during the Mamluk period.\textsuperscript{168} I suspect that either the Shāfi‘ī \textit{qādī}


\textsuperscript{166} Lutfī and Little, "Emendations," 330.

\textsuperscript{167} See \textit{Catalogue}, 311-12.

\textsuperscript{168} For discussion of the service of \textit{wakīls} in court, representing clients in the absence of attorneys.
Sharaf al-Dīn or the court clerk/notary who drafted the ishād served in this formal capacity.

50. wa-ṣallā Allāh . . . wa-niʿama al-wakīl. Al-Asyūṭī mentions the merit of closing legal documents with such pious phrases. 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 iqraṣr photographed in Lutfī’s ‘Iqrārs.’ These phrases were also used in chancery documents, in what Ernst calls the Schlussprotokoll.

51. Curiously, although the tasliyah and hasbalah 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 dāfī’ . . . 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 dāfī’, and the judge issues his verdict. 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. 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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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.
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 ‘indi 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—is distinguished by the addition of the epithet, "A‘azzahu Allāh ta‘ālā." According to al-Asyūṭī this epithet was used for witnesses who enjoyed repute as jurists, teachers, or chancery clerks. 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 ‘adālah.

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 Shāfi‘ī qaḍā 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 Shāfi‘ī judge and the Ḥanafī judge Taqqī 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 Shāfi‘ī 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 Shāfi‘ī judge and Nāṣir al-Dīn; one ([b]52) to both judges; one ([c]52) to both judges and Nāṣir al-Dīn’s

174 Although al-Ṭarsūṣī 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 Haram documents that the right-hand position directly beneath the text was reserved for this purpose. See Guellil, *Akten*, 364-65.


176 See the commentary on no. 133, lines 16-21, above.
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). In response to Nāṣir al-Dīn’s request for witnesses in line 2, *ashhada ‘alayhi al-Janāb* . . . , all ten witnesses reply, *ashhadu ‘alayhi* (I am witness to him), or in the case of [d]52 and [c]57, in the past tense, *shahidu ‘alá* (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-ma‘ nusiba ilayhi ilayhim a‘layhu f|hi* (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, 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, in this instance to the disbursement of the one-third bequest.

Margin:

*li-yushhada bi-thubbūtīhi wa-al-ḥukm bi-mūjab dhālika* . . . As noted in the commentary on no. 133 above, this clause, written like the judge’s ‘alāmah and the endorsement of some of the witnessing clauses with a thick pen, is called a *tawqī‘*. It contains the judge’s verdict (*ḥukm*) in response to Nāṣir al-Dīn’s claim (*da‘wā‘*) 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-qadā‘*: “When the witnesses have completed their depositions,” and the judge has endorsed them and inscribed his motto,

he turns his attention [to writing] the *tawqī‘* on the document (*al-maktūb*). Its position is beneath the *bā‘* of the basmalah,
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-thubūtīhī wa-al-ḥukm bi-mūjabīhī*, or *li-yusajjala bi-thubūtīhī wa-tānfiḍhīhī*, or *li-yusajjala bi-thubūt mā qāmat bi-hi al-bayyinah fihi 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-thubūtīhī wa-al-ḥukm bi-mūjabīhī*, and mentions in his handwriting everything for which testimony has been given to him, root and branch. If there is any disagreement (*khilaṭ*) about the question, he states *maʿa al-ʿilm bi-al-khilaṭ wa-bi-lāh al-Mustaʿān*.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.

*ṣūḥat al-ḥawaṭlah . . . wa-ṣarf al-mablaqh al-muṣṣā 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 *ḥawaṭlah* 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.

*maʿa al-ʿilm bi-al-khilāf* is one of several phrases cited by al-Asyūṭī to register a *qādī*’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-Ṭarsūṣ’s formulary the phrase takes the form, *maʿa ʿilmihī . . . bi-al-khilāf bayna al-ʿulamāʾ* (despite his knowledge of disagreement among legal scholars).¹⁸²

¹⁸¹See 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 *qādī* might declare a contract invalid.
¹⁸²Guellil, *Akten*, 305.
IV. Verso, no. 355. An *ishād/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*

1. "[الحمد) لله

2. [أشهد] الله تعالى الشيخ الإمام العالم جمال الدين

3. أبو محمد

4. عبد الله

5. مفيد الطالبيين بقية السلف الصالحين أبو محمد

6. عبد الله

7. الفقيه إلى الله تعالى زين الدين حاج الشافعي خليفة الحكم العزيز

8. بالقديس الشريف ابده الله تعالى وهو في مجلس حكمه ومحل ولايته

9. انت تثبت عنده بعد تقدم الدعوى المسموعة وما

10. يتزلي عليها شرعاً مامتاً المثاب المسبط باتناً على ما نص

11. وشرح وبين وأوضح ومسمون ما قامت به البينة باتنا في جميع

12. ما مبطن بابنا حسب ما نص وشرح وبين وأوضاع وفصل

13. بابنا على الوجه المشروط بابنا شبوتاً صحباء أشعيب

14. مستجمعاً شرائطه الشرعية وانه ابده الله تعالى حكم بموجب

15. ذلك كله وصحة الحوالة المعينة بابنا ولزومها ودعم رجوع

16. المحتال على الحي للو ماله وصرف المبلغ الموصى به وهو

17. الثالث المعين بابنا إلى مستحقبه شرعاً مع العلم بالخلاف

18. في ما فيه الخلاف حكما صحيحاً شرعاً بتلا وامضاء وقضى بموجب

19. والزمن بمقتضى مما وسن عليه مستجمعاً شرائطه الشرعية

20. وواجباته المقرية فشهدت عليه بذلك في سابع شهر رجب

21. الفرد سنة خمس وسعين وسبعية وسبعين وكتبه

22. محمد الصفي

23. كذلك اشهدني إيده الله تعالى فشهدت عليه بذلك كتبه عيسى بن أحمد

This *kunyah* has been inadvertently repeated.
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, ‘Abd Allāh ibn of the Servant, Needy of God the Exalted, the Shaykh, Leader, and Learned Scholar,
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 ‘Abd Allāh Muhammad ibn of the late
6. Needy of God the Exalted, Zayn al-Dīn Ḥāmid al-Shāfi‘ī, Deputy Judge in
7. Jerusalem the Noble, may God the Exalted support him, while present in
8. his council of judgement and the place of his jurisdiction,
9. called upon me to witness that there was certified before him, after presenta-
10. tion of a permissible claim and that which
11. ensues from it by law, the content of the attestation recorded on recto, in
12. accordance with that which is stated,
13. set forth, explained, and elucidated and the content of that which has been
14. established by testimony on recto as to all
15. that which is recorded on recto, in accordance with that which is stated, set
16. forth, explained, elucidated, and detailed on recto
17. in the manner set forth on recto, such certification being legal, valid,
18. recognized, executable, and in force, worthy of trust, reliance, and confi-

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. Muhammad al-Šafaḍī.
23. Likewise he, may God the Exalted support him, called on me as witness, and I was witness to him in that. Written by ‘Īsā ibn Ahmād al-‘Ajlūnī al-Shāfī‘ī.
24. Likewise he, may God support him, called on me as witness, and I was witness to him in that. Written by Khalīl ibn Mūsā.
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 Fathālāh (?)..
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-Shāfī‘ī.
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 ‘Alī.

Commentary
2. Ashhadanī . . . This document takes the form characterized by Guellil as ishḥād/isjičl,184 whereby a judge calls for witnesses to certify the validity of

184Guellil, Akten, 260.
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.\(^\text{185}\) In his chapter on shahādat (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.\(^\text{186}\) 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 (fi 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\(^\text{187}\) as to all that which is attributed to them (bi-jami’ 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).


\(^{187}\)This phrase is used as an example of what the contents of recto might be.
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 (thubūṭan ṣāḥīhan sharʿīyan). 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.\textsuperscript{188}

Similar formularies for this type of isḥād are found in al-Ṭarsūsī’s Kitāb al-I’lām.\textsuperscript{189} As we shall see, our document conforms fully with these patterns, beginning with the first word, asḥadānī, which is the distinguishing opening of the Syrian model, as opposed to hādhā mā asḥada bi-hi . . . , which opens the Egyptian āṣjāl.\textsuperscript{190}

2-3. al-Faqīr ilā Allāh ta’ālā al-Shaykh al-Imām al-‘Ālim . . . are titles used in al-Asyūṭī’s formularies for deputy qādī.\textsuperscript{191} baqīyat al-salaf al-ṣāliḥīn, according to al-Qalqashandi, is used for scholars and virtuous persons.\textsuperscript{192}

2-5. Jamāl al-Dīn Abū Muḥammad ʿAbd Allāh ibn Shams al-Dīn Abī ʿAbd Allāh Muḥammad ibn Zayn al-Dīn Ḥāmid al-Anṣārī al-Shāfiʿī. This qādī is mentioned only briefly by Mujir al-Dīn, with the extra nisbah al-‘Irāqī and with the comment that he was judge of Jerusalem, in office in 812/1409-1410.\textsuperscript{193} But from the Haram documents we know that he was Shāfiʿī 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 include both his father and his grandfather. The former, Shams al-Dīn Abū ʿAbd Allāh Muḥammad ibn al-Shaykh Zayn al-Dīn Abī Muḥammad Ḥāmid ibn al-Shaykh Shihāb al-Dīn Abī al-ʿAbbās Aḥmad al-Maqdīṣī al-Anṣārī al-Shāfiʿī, was also a qādī in Jerusalem according to Mujir al-Dīn.\textsuperscript{194} From

\textsuperscript{188}Al-Asyūṭī, Jawāhir, 2:452-53.
\textsuperscript{189}Guellil, Akten, 212-14.
\textsuperscript{190}Al-Asyūṭī, Jawāhir, 2:450, 452.
\textsuperscript{191}Ibid., 450.
\textsuperscript{192}Al-Qalqashandi, Subh, 6:40.
\textsuperscript{193}Mujir al-Dīn, Al-UNS, 2:129.
\textsuperscript{194}Ibid., 126.
the honorifics assigned to him in the document—Mufti al-Muslimin, Șadr al-Mudarrisin—we can infer that he too was probably a deputy qāḍī.\(^{195}\)

7. ayyadahu Allâh ta`âlá. Note that according to al-Asyūṭi’s formulary above, this invocation is used for deputy qāḍīs.

wa-huwa fî majlis huukmîhi wa-maḥall walāyatîhi. Only the first half of this phrase is found in al-Asyūṭi’s formulary above. But the entire phrase occurs in at least one of al-Ţarsūsî’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-masmû’ah. This is a stock phrase in the Haram documents.\(^{197}\) According to al-Asyūṭi 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 taṣḥîḥ al-da’wá, which can be a formal proceeding, in which case the judge writes an ‘alâmat 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 ‘alâmat al-da’wá), inclusion of the phrase, al-da’wá al-masmû’ah, indicates that the claim was heard and found to be permissible.

8-9. wa-mâ yatarattabu ‘alayhâ shar’an is a stock phrase in the Haram documents, indicating that a permissible claim and its legal implication and consequences have been duly submitted to the court.\(^{199}\)

9-11. ‘alá mâ nuṣṣa wa-shuriḥa is a stock clause used by al-Asyūṭi and al-Jarawāni in their formularies to refer to the contents of a certified document.\(^{200}\) It is found as well in surviving specimens of Mamluk ishhād/issâls.\(^{201}\) Buyyina and ādîha can also be found.\(^{202}\) Nuṣṣa wa-shuriḥa is also used in witnessing clauses at the end of documents.\(^{203}\)

\(^{195}\) Al-Asyūṭi, 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).


\(^{199}\) Asali, Wathā’iq, 1:229 (no. 28b), 2:57 (no. 647); cf. al-Asyūṭi, Jawāhir, 2:445, 446, 461.


\(^{201}\) Asali, Wathā’iq, 1:229 (no. 28); Muhammad Muhammed Amin, ed., Fihrist Wathā’iq al-Qāhirah ḫattá Nihāyat ‘Asr Salāṭiṭ 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.


12-13. *thubūtan šaḥiḥan sharʿiyyan muʿtabaran mardīyyan . . . mawthūqan bi-hi markūnān 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 *maʾmūlan bi-hi muʿawwalan ‘alayhi*, but they undoubtedly exist.

14. *mustajmiʿan sharʿiḥahu al-sharʿiyyah . . .* is apparently a variant of the much more common *mustawfīyan sharʿiḥahu al-sharʿiyyah*.205 In lines 19 and 20 below the phrase on line 14 is combined with *wa-wājibaṭih al-marʿiyyah*. Commenting on this combination as it occurs in a Mamluk *isjal*, Muḥammad Muḥammad Amin 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 qaḍī’s endorsement of the testimony.206

14, 18. *ḥakama bi-mūjab dhālika kullihī . . . wa qadāʾ bi-mūjabihi*. We have already confronted the first clause above in the margin of no. 355 recto. According to Amin 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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of form (ṣihḥat al-ṣīghah). The judge delivers his judgement in accordance with these.²⁰⁷

15. wa-ṣihḥat 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-muḥṭāl ‘alā 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-muḥṭāl) has any recourse against the property of the transferor (al-muḥīl) if he, the former, does not receive his right from the cessionary (al-muḥṭāl ‘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-khilaḥ on line 17 and in the tawqī’ on recto.

16. wa-sarf al-mablagh al-muṣā á 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-amḍāḥu wa-qad’ā bi-mūjābīhi wa-alzama bi-muqtaḍāḥu mas’ūlān fīhī . . . are all stock phrases to be found in the formularies for ishhād/isjās and other judicial documents. Compare, for example, al-Ṭarsūsī’s wa-qad’ā bi-mūjābīhi wa-alzama bi-muqtaḍāḥu wa-ajāza dhālika wa-anfadhahu wa-amḍāḥu mas’ūlān fīhī . . .²¹⁰

20-30. fa-shahidtu ‘alayhi bi-dḥālika . . . 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-dḥālika asshadānī . . . fa-shahidtu ‘alayhi bi-dḥālika.²¹² It is noteworthy that two of the witnesses to the ishhād served

²⁰⁷Ibid.
²⁰⁸Al-Asyūṭī, Jawāhir, 1:180.
²⁰⁹See his formulary, p. 166, above.
²¹¹Al-Asyūṭī, Jawāhir, 2:452-53; Guellil, Akten, 260. For examples, see Asali, Wathāʾiq, 2:57 (no. 647); Lutfi, “Iqrāʾs,” 283-84 (no. 315 verso).
²¹²Guellil, Akten, 364. For examples, see Asali, Wathāʾiq, 2:57 (no. 647); Risciani, Documenti, 200, 204, 208.
also as witnesses to the document on recto, namely ‘Īsá213 ibn Aḥmad al-ʿAjlūnī al-Shāfiʿī and Aḥmad ibn Muḥammad ibn ‘Alī.

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 Maghribi 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* and twenty-three gold coins, plus ninety-one *dirham* 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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with piety and pleasure during their sojourn in Jerusalem. After all, the city was a pilgrimage center for Muslims, for which Âlmalik 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-Dîn 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 Âlmalik and four witnesses authorized by the Shâfi‘i judge Sharaf al-Dîn al-Anšârî 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-Dîn and Âlmalik, 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-Dîn 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-Dîn’s estate and to bring that document to Jerusalem. Himself the son of a judge, Nâşir al-Dîn was an officer in the non-Mamluk corps stationed in Baalbek—the Hâlqah. As a mere nephew to Âlmalik, he was excluded by other heirs to Shams al-Dîn’s estate. Indeed, Shams al-Dîn’s heirs are identified in the inventory and a later document as Âlmalik and two brothers and sisters; two or three of these were only half siblings, being the children of Shams al-Dîn’s mother by another husband, apparently of non-Arab origin if his nisbah, al-‘Ajami, 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-Dîn’s long-standing debt of ten thousand dirhams to Âlmalik, 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, Nâşir al-Dîn, 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 Hanafî Court, he was able to obtain all the proceeds of the sale of Shams al-Dîn’s personal effects, netting 364 dirhams. More than a third (143.5 dirhams) of this amount was fetched from the sale of two garments (hanîms) trimmed with fur; the rest came from other clothes and two old rugs. Nâşir al-Dîn also managed to obtain three thousand dirhams held on deposit by one of the Jerusalem merchants mentioned above. But it seems that this was as far as Nâşir al-Dîn 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, Nâşir al-Dîn had taken steps to make a claim on her estate on behalf of her legal heirs. Âlmalik came from a much larger

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 dirhams. 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 isḥād 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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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 Haram 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 Shāfiʿi judge of Jerusalem, Sharaf al-Dīn al-Anṣārī, to accept the validity of the proxies assigned to Naṣīr 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 Shāfiʿī 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. 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. 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 (three Shāfiʿī, 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 Amīlāmīk (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, it is noteworthy that both the estate inventory and Naṣīr al-Dīn’s isḥād of attestation were witnessed by affiliates of both the Shāfiʿī 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 Mujir al-Dīn (al-Uns, 2:119), the Shāfiʿī judges in Jerusalem were appointed by the qāḍī of Damascus until 800/1397-98, when the Mamluk sultan in Egypt asserted this prerogative.

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.
APPENDIX A
Chronological list of documents and legal transactions involved in the disposition and settlement of the estates of Shams al-Dīn al-Ba‘labakī and his wife.

1. 13 Shawwāl 788/7 November 1386. A ḥujjah/maṣṭūr (document) containing an iqār (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-Hijjah 788/24 December 1386. An ishḥād (attestation of certification) by Aqḍā al-Quḍāh Badr al-Dīn al-Ḥanafī in Damascus certifying the iqār (no. 1 above).^219

3. 23 Șafar 789/15 March 1387. A faṣl ḥawālah (transfer clause) added to the iqār (no. 1) containing Ālmalik’s isḥād (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 maṣṭūr (document) containing Ibn Sanājīq’s isḥād (attestation) that Shams al-Dīn had deposited 3000 dirhams 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 hukm (judgement) by al-Qādī 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 iqār no. 10 below, authorizing Nāṣir al-Dīn to act on behalf of Sitt al-Wuzarā‘, Fātimah, Sutaytah, and Muhammad 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 isḥād (of certification) by Aqḍā 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.
^225 No. 355 recto, line 10.
^226 No. 355 recto, lines 10-12.
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


12. 4 Rabi‘ II 794/1 March 1392. An *ishhād* (of certification) by Aqdā al-Qudāh Taqī al-Dīn ibn Muflīḥ al-Ḥanbalī in Damascus, certifying Muḥammad II’s *iqrār* (no. 10) and the *wakālah* of four of the heirs (no. 7).229

13. 18 Rabi‘ II 794/15 March 1392. Certification (no. 12) of the *iqrār* (no. 10) and the *wakālah* (no. 7) was conveyed to and received by Aqdā al-Qudāh Taqī al-Dīn al-Ḥanafī in Jerusalem.230

14. On or before 23 Rabi‘ 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 Rabi‘ 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 Saffar 795/17-26 December 1392. An *iqrār* by Muḥammad I, Asmā‘, Asin, and Alī authorizing Nāṣir al-Dīn to receive whatever was due to them from Ālmalik’s estate.233

17. 19 Rabi‘ II 795/4 March 1393. An *ishhād* (of certification) certifying that certification (no. 9) of the *mahḍar* (no. 8) was conveyed to and received by Taqī al-Dīn al-Ḥanafī in Jerusalem.234

18. 24 Jumādā I 795/7 April 1393. An *ishhād* (of certification) certifying that certifications (nos. 9 and 17) of the *mahḍar* (no. 8) were conveyed to and received by al-Qādī Sharaf al-Dīn al-Shā‘fī‘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-Shā‘fī‘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.
236 No. 355 recto, lines 31-32.

20. Same date. *Bayyinah* (legal evidence from witnesses) was established before Sharaf al-Dīn al-Shāfī‘ī regarding the guardianship of Muḥammad III and the *iqrār* of four of his siblings (no. 16)\(^\text{237}\).

21. Same date. A *yamīn* (oath) in which Nāṣir al-Dīn swears to the validity of *iqrār* no. 16.\(^\text{238}\)

22. Same date. An *ishhād* (of certification) by Sharaf al-Dīn al-Shāfī‘ī certifying the *yamīn* (no. 21) and the *iqrār* (no. 16).\(^\text{239}\)

23. Same date. An *iqrār* by Nāṣir al-Dīn that he had received what was due to him from the Shāfī‘ī Court Depository in Jerusalem and that Ālmalik’s bequest had been spent as directed.\(^\text{240}\)

24. Same date. Nāṣir al-Dīn makes a *tawkīl* (warrant of attorney) authorizing an agent to certify the document.\(^\text{241}\)

25. Same date. A *tawqī‘* (judicial notation) containing deputy qādī Jamal al-Dīn al-Shāfī‘ī’s *hukm* (verdict) of the certifiability of the document and its transactions.\(^\text{242}\)

26. 7 Rajab 795/19 May 1393. An *ishhād/īṣjāl* attesting to the validity of the *ishhād* on recto (no. 355).\(^\text{243}\)

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\(^{237}\) 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.
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 dirhams (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 dirhams (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):

Only when the detailed breakdown of the sums involved in the estates is given does the clerk begin to enter siyāqah figures interlinearly (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 isḥād. 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 

\(^{244}\) Cf. the notations described by Jaritz, “Auszüge,” 169.

\[
\begin{array}{c}
\frac{1}{4} \checkmark \\
\frac{1}{2} \checkmark \checkmark \quad \text{(alone)} \\
\frac{1}{2} \checkmark \checkmark \quad \text{(in combination)} \\
3/4 \checkmark \\
\end{array}
\]
Figure 2
Figure 3
Figure 5

Figure 8
Figure 10
Figure 12
Figure 13