Rescripts

Document 1: A Rescript by the *yasāvulbāshī* about a Dispute over Inheritance¹

Introduction

A certain Muḥammad Jān passed away. His wife Āyimsūn Bika and Qūchqār, underaged son of Muḥammad Jān and stepson of Āyimsūn Bika, inherited from him some money and a horse. Bīk Jān, Āyimsūn Bika's brother, kept all this wealth in custody (*amānat*). He did so most probably by acting in the capacity of guardian for the underage. At some point in time Āyimsūn Bika asked Bīk Jān to entrust to her the inheritance left to her and her son, but Bīk Jān refused to do so. Āyimsūn Bika thus took legal action against her brother. She went to Khiva and filed there a claim with the royal court. The *yasāvulbāshī* issued a warrant ordering an attendant (*yasāvul*) to go to the place and deal with the conflict. Negotiations evidently proved insufficient to achieve an extra-judicial reconciliation, and the case was then transferred to a judge (*qāẓī-īshān*), who summoned the parties. At the hearing Bīk Jān counterclaimed that his sister had already relinquished the claim. According to a legal procedure often adopted in *sharīʿa* courts, the judge put Āyimsūn Bika under oath (*ānt*).² She swore an oath and the judge consequently ruled for the restitution of the inheritance and compensation for the horse that had in the meantime been sold.

Translation

A certain Āyimsūn Bika³ together with Qūchqār, who is Jumʿa Niyāz's minor (*ṣaghūr*) stepson (*ūgāy ūghlī*), gave 50 *ṭillā* in cash, 50 *ṭillā* in promissory note (*khat*), and one horse in deposit (*amānat*). Since [the afore-mentioned goods] were not returned [to their proprietors], they filed a claim (*daʿvā*) against a certain Bīk Jān. Let [the parties] together with Muḥammad Raḥīm Bāy Yasāvul, who is the liegeman (*nawkar*) of Muḥammad Yūsuf Yasāvulbāshī, come to the royal court (*dargāh-i ʿālī*) of our lord, may his rule last forever, and solve [the dispute] (*ṣāf būsūnlār*). The attendant's fee (*yasāvul haqqī*) is 4 *tanga* per parasang. This warrant (*khat*) was registered on 28 Zī al-ḥijja 1328 [30.12.1910].

¹ TsGARUZ, I-125, op. 2, d. 633, ll. 7–70b.

² Sartori, *Visions of Justice: Sharīʿa and Cultural Change in Russian Central Asia*, chap. 5.

³ This is a spelling variation of Āyimsūn Bika, see below *verso* side of the document.

Seal: Muḥammad Yūsuf Yasāvulbāshī b. Avaż Niyāz Maḥram

[Verso:] Khudāy Qulī from Manāq⁴ and Āyimsūn Bika bint Shīr Niyāz, from the Būrlāq community (*qavm*), acting on behalf of themselves and as a guardian (*aṣālātan ūz ʿarafidīn viṣāyatan*) of her minor son (*ṣaghīr ūghlī*) Qūchqār b. Muḥammad Jān, had lodged a claim (*daʿvā qīldī*) against Bik Jān valad-i Shīr Niyāz, from Māyli Jengel.⁵ [The claim] regarded a horse valued at 50 *ṭillā* and 50 *ṭillā* in cash. Since [the respondent] answered that he had [already] returned the goods and discharged [himself from any obligation], the onus of the oath (*ant*)⁶ fell on Āyimsūn Bika and her husband Jumʿa Niyāz b. Raḥmān Birdī. According to the subsequent ruling (*ḥukm*), 50 *ṭillā* in bonds and 100 *ṭillā* in cash were given [to the claimants] in the presence of the *qāẓī-īshān*. [This occurred] on 8 Muḥarram 1328 [19.02.1910].⁷

4 Manaq, otherwise known as Ambar or Ambar-Manaq, was a settlement located 45 km north-west of Khiva, see "Opisanie Khivinskogo khanstva, sostavlennoe v 1842 g. podpolkovnikom G.I. Danilevskim," p. 103; A. Kun, *Ocherk istorii zaseleniia Khivinskogo khanstva s drevnykh vremen, sostav ego sovremennogo naseleniia, administratsiia i goroda khanstva*, 1873, IVRRAN, St. Petersburg, Arkhiv Vostokovedov, f. 33, d. 8, l. 45 ob. 'Abdullāh Bāltaev mentioned Manāq among the 24 administrative units at the head of which at the end of the 19th century there was a governor (*ḥākim*), see his *Khīva īsdalīklārī*, MS Tashkent, IVANRUZ, inv. no. 11645, fol. 108a. Bāltaev employs a Soviet term to denote such administrative unit, *rāyūn* < Rus. *raion*.

5 Māyli Jengel or Māyli Chungul is indicated between Gurlen and Ambar and corresponds to the modern village of Mayli Jengel which is located circa 11 km south-west of Gurlen, see Munis and Agahi, *Firdaws al-iqbāl: History of Khorezm*, p. 610, n. 615; Georg von Gens, and Gregor von Helmersen, "Izvestiia o Khive, Bukhare, Kokande i severo-zapadnoi chasti Kitaiskogo gosudarstva," p. 24.

6 Spelling variation of *ant*.

7 The date is incorrect, otherwise it would seem that the judge issued the ruling a year prior to the claim being filed with the royal court. It is thus more likely that the date was 8 Muḥarram 1329, that corresponds 8 January 1911.

Document 2: A Rescript by the *yasāvulbāshī* about a Dispute over the Payment of Dowry⁸

Introduction

In 19th-century Central Asia a wedding consisted of three main rituals. One was the 'betrothal' consisting of the reading of the opening *sura* of the Qur'ān (*fātiḥa*) with which the bride and the groom commit to the wedding. The other was the solemnization of the marriage (*nikāḥ*) usually before a mullah in the form of a contract (*'aqd-i nikāḥ*).⁹ The third ritual was the celebration (*tūy*).¹⁰ The first two took place at the house of the bride, but expenses for the organization of the celebration fell exclusively on the groom's family.¹¹ The latter expenses were called *tūyāna* and consisted mainly of gifts to the bride's family. The family of the groom paid also a bride-price called *qālīng*, which might include a sum of money as well as other goods such clothes and jewelry. While *mahr* is the default normative Islamic term for bride-price, our sources do not distinguish between Islamic and customary bride-price. We are therefore inclined to infer that, in Khivan bureaucratese, *qālīng* was perceived and used as a synonym for *mahr*.¹² However, while one would expect the dower to be paid directly to the bride and thus become her property,¹³ our sources show that *qālīng* was usually paid to her parents. Khorezmian *muftīs* opined that such payment should be regarded as temporary. In this way, the bride-price was given in deposit (*amānat*) to parents, but the wedded brides would

8 TsGARUz, I-125, op. 2, d. 633, ll. 1–10b.

9 *Mullās* and *imāms* usually needed the permission from an office-holder (more often than not a *qāzī*) to perform the marriage. See, for instance, *Katalog khivinskikh kaziiskikh dokumentov XIX–nachala XX vv.*, docs. 791, 842, 993, 1081, 1091, 1283.

10 N.P. Lobacheva, "K istorii slozheniia instituta svadebnoi obriadnosti (na primere kompleksov svadebnykh obychaev i obriadov narodov Srednei Azii i Kazakhstana)," in *Sem'ia i semeinye obriady u narodov Srednei Azii i Kazakhstana*, ed. G.P. Snesarev (Moscow: Nauka, 1978), p. 144. Lobacheva also suggests that among settled Uzbeks (including the population of Khorezm) it was common to deliver the customary bride-price prior to the engagement, *ibid.*, p. 173.

11 S.N. Abashin, "Kalym i makhr v Srednei Azii: o "granitsakh" v sotsial'nykh otnosheniyakh," in *Chelovek i pravo. Kniga o letnei shkole po iuridicheskoi antropologii*, eds. N.I. Novikova and V.A. Tishkova (Moscow: Institut etnologii i antropologii RAN, 1999), pp. 155–161.

12 This supports the view expressed in Abashin, *Kalym i makhr v Srednei Azii*, p. 159. *Shar'ia* courts' documents from Khorezm, instead, use only the term *mahr* to refer to bride-price. See *Katalog khivinskikh kaziiskikh dokumentov XIX–nachala XX vv.*, docs. 849, 871, 907, 933.

13 O. Spies, "Mahr", *The Encyclopaedia of Islam, second edition*, eds. P. Bearman et al. (Leiden: Brill, 1991), Vol. VI, pp. 78–80.

recover their property after the solemnization of the marriage.¹⁴ The following document recounts a conflict that sparked in the wake of an engagement: the groom's father failed to deliver the entire bride-price to the bride's family, who subsequently filed a claim with the royal court in Khiva. There the *yasāvulbāshī* issued a warrant and entrusted it to an attendant. The brief report drawn by the attendant on the verso side of the document indicates that the latter convened the parties and persuaded the groom's father to pay the remaining bride-price and commit to the defrayment of other wedding gifts. The note also suggests that the agreement was solemnised before a *qāzī* in the form a certificate of acknowledgment (*iqrār*) in the presence of two witnesses. One may infer that the certificate in question was, in fact, a marriage contract.¹⁵

Translation

Sa'adat Bika Muḥammad Ṣafāning qīzī, and Khāl Murād Khudāy Bīrgān ūghlī are engaged (*fātiḥa-khwānd itib*). While the [bride's parents] received 30 *tillā* as [part of] the customary bride-price (*qālīng pūlī*), the [groom] failed to pay the remaining sum as well as other liabilities concerning the wedding (*qālgaṇ tūyāna lavāzim*). He avoided providing explanations and four years have passed without his giving any notice. For this reason (*vajh*), [Muḥammad Ṣafā] filed a claim (*da'vā*) against [the groom's side]. Accordingly, let the parties come to the royal court (*dargāh-i 'ālī*) of our lord, may his rule last forever, together with Sulṭān Yūzbāshī Yasāvul and solve [the dispute] (*ṣāf būsūnlār*). The attendant's fee (*yasāvul ḥaqqī*) should not exceed more than 2 *tanga* for each parasang. This warrant (*khat*) was drawn up on Tuesday, 9 Shavvāl 1328 [13.10.1913].

Seal: Shaykh Naẓar Yasāvulbāshī b. Muḥammad Murād Divānbīgī

[Verso:] Sa'adat Bika Muḥammad Ṣafā b. Ya'qub Bāy qīzī, who belongs to the community (*qavm*) of Īsh Niyāz Bājbān in Manāq, went to Khāl Murād Khudāy Bīrgān b. 'Avaz Muḥammad ūghlī, who is a member of the same community.

14 *Katalog khivinskikh kaziiskikh dokumentov XIX–nachala XX vv.*, doc. 1076. It should be noted that in the description of the legal opinion (*rivāyat*) the dowry is referred to as *kalym* (Rus. for 'qālīng'), while the term does not occur in the original text of the record. For another such legal opinion, see TsGARUz, f. I-125, op. 1, d. 495, l. 9.

15 See, for instance, *Katalog khivinskikh kaziiskikh dokumentov XIX–nachala XX vv.*, doc. 205. There are several misinterpretations in the description of the document in question, where, for example, the term *ṣaghīr* is rendered as 'orphan' instead of 'minor'; see the original source in IVANRUz, Ashapberova Akliia, papka 3, unnumbered folio [5].

[The bride's party] received [the remaining part] of the customary bride-price (*qālīng mālī*) for organising the wedding ceremony (*tūy*). Khudāy Bīrgān said that he will deliver to Muḥammad Şafā new clothes together with other wedding gifts (*tūyānalār*). This [promissory note] was notarised (*iqrār yāzıldı*) in the presence (*shāhidları*) of the *yasāvul* and Gadāy Niyāz Bābā b. Ḥamīt Niyāz.

Document 3: A Rescript by the *yasāvulbāshī* about a Dispute over Landownership¹⁶

Introduction

A conflict over circa 2,8 ha of land sparked in Qosh-Kupruk, a locality on the left bank of the Ghaziabad canal.¹⁷ The *yasāvulbāshī* thus issued a warrant with which he appointed an attendant (*yasāvul*) and instructed him to escort the claimant to the disputed place. The warrant served also to instruct a *qāzī* to appoint a trustee (*amīn*) to examine the deeds available to the parties and divide the land accordingly. This and other documents show that, when parties to a dispute agreed on the procedures of conflict-resolution adopted by the royal court, the *qāzī*'s role in the settlement of disputes was confined to extrajudicial functions such as the appointment of trustees, the examination of corpses, etc. The record indicates that the achievement of an agreement between the parties took place also before a *qāzī* who joined the trustee. It could be that the presence of the jurist conferred additional legal force and authority upon the reconciliation. It could also be that, once reconciliation was achieved, the *qāzī* notarised a document solemnizing an amicable settlement (*ṣulḥ*) whereby the parties agreed to a number of stipulations determining the access to the property in question.

Translation

Let it be known to our *qāzī* 'askar-īshān,¹⁸ the transmitter of the prophetic law

16 TsGARUz, I-125, op. 2, d. 633, ll. 24–24 ob.

17 Ghaziabad (Gazavat) is the name of a fortified settlement in the lower reaches of the canal bearing the same name. Guliamov suggests that this fortification was erected in the mid-17th century, Guliamov, *Istoriia orosheniia Khorezma s drevneishikh vremen do nashikh dnei*, p. 202. According to Kuhn, in the second half of the 19th century the settlement included circa 50 shops and 3 mosques, *Ocherk istorii zaseleniia Khivinskogo khanstva s drevnykh vremen, sostav ego sovremennogo naseleniia, administratsiia i goroda khanstva*, 1873, IVRRAN, St. Petersburg, Arkhiv Vostokovedov, f. 33, d. 8, l. 46 ob. See also Munis and Agahi, *Firdaws al-iqbāl: History of Khorezm*, p. 613, note 648.

18 *qāzī* 'askar – (lit., 'military judge'). In the Khanate of Khiva *qāzī* 'askars were tasked with responsibilities expanding beyond disputes among the military. Records indicate clearly that they also heard misdemeanors among the wider populace, see *Katalog khivinskikh kazuiskikh dokumentov XIX – nachala XX vv.*, docs. 225, 311, 581, 718. Some authors also suggested that the office of *qāzī* 'askar coincided with that of the *qāzī* ūrda – a judge of the royal residence. Together with the *qāzī* kalān ('chief judge') the *qāzī* 'askar was regarded as the 'supreme judges over all judges of the khanate,' see A. Kun, *Ocherk istorii zaseleniia Khivinskogo khanstva s drevnykh vremen, sostav ego sovremennogo naseleniia, administratsiia i goroda khanstva*, 1873, IVRRAN, St. Petersburg, Arkhiv Vostokovedov, f. 33, d. 8, l. ll. 39–39 ob.; N.S. Lykoshin, *Sovremennoe raspredelenie vlasti v Khanstve Khivinskom, 1912 god*, TsGARUz, f. I-2, op. 1, d. 314, l. 64 ob.; Bābājān Safarov, *Khvārazm ta'rikhi* (1864–1934),

(*muravvij-i sharīʿat-i nabavī*), that Sulṭān Murād from Qūshkūfrūk¹⁹ had a claim (*daʿvālī būlūb*) against ʿAbd al-Raḥīm Maḥram concerning [a plot of] land measured (*bar-kashīda*) $7\frac{1}{2}$ *ṭanāb*.²⁰ Since [Sulṭān Murād] has submitted a petition (*ʿarż*) [to the royal court], let a reliable trustee (*muʿtabar amīn*) join Ḥasan Yasāvul, who is the liegeman (*nawkar*) of Muḥammad Yūsuf Yasāvulbāshī. Let the trustee reach [the place], examine their documents, determine the boundaries of this disputed land according to *sharīʿa*, and delimit [their possessions]. Conveying the royal order (*amr-i ʿālilārī*) of our lord, may his rule last forever, [this warrant] was registered (*marqūm*) on 13 Shavvāl 1328 [17.10.1910].

Seal: Shaykh Naẓar Yasāvulbāshī b. Muḥammad Murād Dīvānbīgī

[Verso:] [The parties to the dispute agreed] to stay within the boundaries²¹ [of their own possessions]. This was notified [to the office of the *yasāvulbāshī*] by their trustee (*amīn*) Mullā Tājī, who was adjoined by the *qāẓī*, on 17 Shavvāl 1328 [21.10.1910].

MS Tashkent, IVANRUz, inv. no. 10231, fol. 13b. According to Bāltāev, the *qāẓī ʿaskar*'s office (*qāẓī-khāna*) was located within the madrasa of Muḥammad Amīn Khān in Khiva, ʿAbdullah Bāltāev, *Khīva isdalīklārī*, MS Tashkent, IVANRUz, inv. no. 11645, fol. 28b.

19 Qosh-Kupruk – a locality on the bank of the Ghaziabad canal, 15 km north of Khiva, Munis and Agahī, *Firdaws al-iqbāl: History of Khorezm*, p. 594, n. 419; Gens, and Helmersen, *Izvestiia o Khīve, Bukhare, Kokande*, p. 24; Basiner, "Estestvenno-nauchnoe putesthestvie po Kirgizskoi stepi v Khivu," p. 348; Danilevskii, *Opisanie Khivinskogo khanstva*, p. 106.

20 The *ṭanāb* was a square measure in Central Asia. In 19th-century Khorezm, a *ṭanāb* consisted of 3600 *gaz*, or was equal to 0,37–0,39 *ha*, see P.P. Ivanov, *Arkhiv khivinskikh khanov XIX v.: Issledovanie i opisanie dokumentov s istoricheskim vvedeniem* (Leningrad: Izdanie gosudarstvennoi publichnoi biblioteki, 1940), p. 20, fn. 3; Bregel', *Khorezmskie turkmeny v XIX veke*, p. 354, fn. 106.

21 The expression *tūrdūq* ('we stayed') conveys here the parties' undertaking not to trespass beyond the boundaries of their respective properties.

Document 4: A Rescript by the *yasāvulbāshī* about A Marital Dispute²²

Introduction

A girl was promised in marriage to a man. The latter paid the customary bride-price to her family. The bride and the groom were then engaged. The marriage, however, did not take place. The groom filed a claim against the bride's father and another man with the royal court. The *yasāvulbāshī* subsequently instructed an attendant to solve the conflict. The parties reached an amicable agreement according to which the bride's father would pay back the bride-price to the groom, who, in exchange, relinquished his claim. This legal case is an insight into what we may term 'marriage-play.' A father agrees to wed his daughter and, for the engagement, he receives the customary bride-price. Should another would-be groom appear and offer a higher sum of money for the bride-price, the father will agree to wed his daughter to this second man instead. In such situations, parents usually take into consideration that they will have to face a lawsuit, pay back the entire bride-price to the first aspiring groom and perhaps even cover some other expenses. They will therefore agree to wed their daughters to a second man only if the latter offers a sum of money sufficient to cover possible losses and still represent a true economic advantage. It appears that in this case the first aspiring groom sued the bride's father together with the second would-be groom. As the respondents lost the case, the bride's father agreed to pay also for the second would-be groom and to act as his guarantor (*zar-kafīl*).²³ The stipulations of such agreements were notarised before a *qāzī* in a legal deed. The document clearly explains how the participation of the royal court's appointees in the dispute ensured and sanctioned the latter's settlement. Nothing in this records suggests that such negotiations were more in accordance with customary than Islamic law.

Translation

[A certain] Ibrāhīm paid the bride-price (*qālīng fūlī*), clothes and new [?]. While a betrothal was performed (*fātiḥa khwāndī*), Khadīcha Bika was not handed over in marriage (*nikāḥ ītib birmāgānlūr*). For this reason (*vajh*), he filed a claim (*da'vā*) against [a certain] Ūrāz Muḥammad and Ramažān. Let [the parties] come to the royal court (*dargāh-i 'ālī*) of our lord, may his rule last forever, together with Muḥammad Jān Yasāvul, who is the liegeman (*nawkar*) of Shaykh Nazar Yasāvulbāshī, and solve [the dispute] (*ṣāf būsūnlār*). The

²² TsGARUZ, I-125, op. 2, d. 633, ll. 30–30 ob.

²³ On *zar-kafīl* (*kafīl-i zar*) see also, *Katalog khivinskikh kaziiskikh dokumentov XIX – nachala XX vv.*, p. 656.

attendant's fee (*yasāvul ḥaqqī*) is 4 *tanga* per parasang. The warrant (*khaṭ*) was completed on 23 Zī al-ḥijja 1328 [25.12.1910].

Seal: Muḥammad Yūsuf Yasāvulbāshī b. Avaz Niyāz Maḥram

[Verso:] On 7 Muḥarram Ibrāhīm b. Qāsīm received a promissory note (*almāqgha khaṭ*) for the return of 70 *ṭillā*, which relates to his claim (*da'vā*) against Khadīcha Bika b. Ūrāz from Tāza Bāzār²⁴ for the money he had given to her according to *sharī'a*. [In exchange], he gave a certificate of relinquishment (*ibrā' khaṭ*) and [the dispute] was solved (*ṣāf būlūb*). [The contract] stipulates that [Khadīcha Bika's] father, Ūrāz Muḥammad b. Ṭālib, who acts as guarantor (*zar-kafīl*), should pay the sum of money within one month. This notification (*khaṭ*) was registered in 1328.

²⁴ We have been unable to identify this locale.

Document 5: A Rescript by the *yasāvulbāshī* about a Dispute over Debts²⁵

Introduction

A certain Ūrāz Bāy owed 200 *ṭillā* to one Īsh Murād. They reached a preliminary agreement whereby Ūrāz Bāy had to pay Īsh Murād 30 *ṭillā* and entrust a horse to another man named Muḥammad Yūsuf. The animal was valued at 50 *ṭillā* and was to cover part of Ūrāz Bāy's debt. The creditor, however, did not count this payment as part of the debt. Consequently, Ūrāz Bāy decided to take legal action against both Īsh Murād and Muḥammad Yūsuf. He went to Khiva and filed a claim. An attendant escorted the claimant to meet the respondents. Muḥammad Yūsuf most probably denied that the payment of the horse was related to Ūrāz Bāy's debt with Īsh Murād. This lawsuit was therefore transferred to a *sharī'a* court. There, as Ūrāz Bāy was unable to produce evidence, Muḥammad Yūsuf, the respondent, took an oath and won the case. By contrast, the other claim concerning 30 *ṭillā* ended with a reconciliation sanctioned by the attendant. The document shows that, when the parties did not agree on a resolution of the conflict according to the stipulations proposed by the attendant, the latter could decide that the dispute would be adjudicated by a *qāzī*.

Translation

Ūrāz Bāy from Māyli Jengel²⁶ owes 200 *ṭillā* [to a certain] Īsh Murād from the citadel (*qal'a*) of Khiva. [The debt has been] recorded (*khatlī*). [Ūrāz Bāy] entrusted to [a certain] Muḥammad Yūsuf from Māyli Jengel a horse that was valued at 50 *ṭillā*, as part of his debt (*qarāzgha birmākchī būlūb*). He also paid back 30 *ṭillā* [in cash] to the afore-mentioned Īsh Murād. [Nevertheless], the payments have not been counted [to cover the debt] and consequently [Ūrāz Bāy] is still liable for the [previously] recorded [*khatlī*] payment of 200 *ṭillā*. For this reason (*vajh*), [the latter] has filed a claim (*da'vā*) against these individuals. Accordingly, let them come to the royal court (*dargāh-i 'ālī*) together with Raḥman-Qulī Yasāvul, the liegeman (*nawkar*) of Bahādir Bāy Īshīk-Āqāsī,²⁷

25 TsGARUz, I-125, op. 2, d. 633, ll. 53–53 ob.

26 For the location of this place, see Doc. 1.

27 The *īshīk-āqā* or *īshīk-āqhā* (lit. 'doorkeeper') was a courtier who guarded the entrance to the khan's audience-hall. According to different accounts, there were two of them in the Khivan royal palace. Their duties amounted mostly to staying at the entrance of the audience-hall (*'arż-khāna*) during the ceremonies when the khan heard grievances, see Bābājān Safarov, *Khwārazm ta'rikhī* (1864–1934), MS Tashkent, IVANRUz, inv. no. 10231, fol. 15b; A. Kun, *Ocherk istorii zaseleniia Khivinskogo khanstva s drevnykh vremen, sostav ego sovremennogo naseleniia, administratsiia i goroda khanstva*, 1873, IVRRAN, St. Petersburg, Arkhiv Vostokovedov, f. 33, d. 8, l. 42ob.

and solve [the dispute] (*şāflāshsūnlār*). The attendant's fee (*yasāvul haqqī*) is 4 *tanga* per parasang. Conveying the royal order (*amr-i ālilārī*) of our lord, may his rule last forever, this warrant (*khaṭ*) was written on 17 Zī al-ḥijja 1328 [19.12.1910].

Seal: Shaykh Nāzar Yasāvulbāshi b. Muḥammad Murād Dīvānbīgī

[Verso:] This claim (*da'vā*) was transferred to a *qāzī* (*sharī'atgha qūshūlūb*). With regard to the horse valued at 50 *ṭillā*, Muḥammad Yūsuf took an oath (*ānt*). The claim against the afore-mentioned Īsh Murād concerning 30 *ṭillā* was solved (*şaf bülūb*) without a hearing according to Islamic law (*sharī'atdā īshitilmāy*). [The resolution] was notarised (*khaṭlāshūb*). [The royal court] was informed on 22 Zī al-ḥijja 1328 [24.12.1910].

Document 6: A Rescript by the *yasāvulbāshī* about a Dispute over an Ancestral Undivided Property²⁸

Introduction

Four brothers purchased a plot of land as an ancestral undivided property. Later three of them sought to divide the land amongst themselves thereby excluding their brother named Khudāyār. Accordingly, the latter filed a claim with the royal court, which appointed an attendant and issued a warrant. A certain mullah acted in the capacity of mediator and achieved an extra-judicial reconciliation. The parties agreed that Khudāyār would receive his share. The attendant sanctioned the outcome of the dispute. It is worth nothing that the attendant assisting the plaintiff was not the person who was appointed by the royal court. It is unclear what might have prompted this change. No more clear is the reason behind the mullah's participation in the resolution of the conflict. Was he someone known to the parties? At any rate, it seems that, without the sanction of the state, the mediation of the mullah alone would not have been enough to negotiate the case. Instead, it was only by filing a lawsuit with the royal court and subsequently involving an attendant that the claimant could compel the respondents to reach an agreement on the land.

Translation

Khudāyār acquired in partnership (*sharīk būlūb*) [with his brothers] 5 *ṭanāb* land. [Now the brothers] intend to divide this plot of land among each other without reimbursing what was due to him. For this reason (*vajh*), [Khudāyār] filed a claim (*da'vā*) against his brothers, Iskandar, 'Abdullāh, and Mavlām Birdī. Let them come to the royal court (*dargāh-i 'ālī*) of our lord, may his rule last forever, together with the *dahlīz maḥramī*²⁹ Muḥammad Raḥīm Yasāvul, and solve [the dispute] (*ṣāf būlsūnlār*). The attendant's fee (*yasāvul ḥaqqī*) is 2 *tanga* per parasang. This warrant (*khaṭ*) was registered on 7 Shavvāl 1328 [11.10.1910].

28 TsGARUz, I-125, op. 2, d. 633, l. 61–61 ob.

29 The *maḥram* (lit. 'confidant') was a chamberlain, an individual close to the Khivan khans, who was also endowed with the right to access dynasts' private chambers (*haram*). *Dahlīz maḥramī* (lit. 'threshold's confidant') was evidently a chamberlain who served at the royal court, but who could not access the khan's private apartments. On *maḥrams*, see A. Kun, *Ocherk istorii zaseleniia Khivinskogo khanstva s drevnykh vremen, sostav ego sovremen-nogo naseleniia, administratsiia i goroda khanstva*, 1873, IVRRAN, St. Petersburg, Arkhiv Vostokovedov, f. 33, d. 8, l. 42 ob.

Seal: Muḥammad Yūsuf Yasāvulbāshī b. Avaž Niyāz Maḥram

[Verso:] [A certain] Mullā Khudāyār from Shīrshālī³⁰ solved the claim (*daʿvā*) of Khudāyār from Ḥāfiq³¹ on the spot (*daʿvāsī ilātīdā yarāshīb*). So the conflict was solved and the plot of land [that was due to Khudāyār] will remain at his disposal. [The plaintiff] together with his attendant ʿAbdullāh Īshik-Āqāsī came [to the royal court] and informed [us about this].

30 There were different places in the Khanate of Khiva known under the name of Shīrshālī (Sirshālī, Sirchali). The best known among them was a settlement at the outskirts of Khiva located on the bank of the channel of the same name, see ʿAbdullāh Bāltāev, *Khīva īsdalīklārī*, MS Tashkent, IVANRUz, inv. no. 11645, fol. 78a; Gens, and Helmersen, *Izvestiia o Khive, Bukhare, Kokande*, p. 25. Also, the 19th-century accounts often mentioned the settlement with a similar name in the vicinity of Hazarasp, see Īsh Murād ʿAlavī, *Taʾrikhcha-yi Muḥammad Yaʿqūb Khwāja*, MS Tashkent, IVANRUz, inv. no. 845, fol. 3a; Gens, and Helmersen, *Izvestiia o Khive, Bukhare, Kokande*, p. 25.

31 We have been unable to identify this locale.

Document 7: A Rescript by the *yasāvulbāshī* Instructing an Attendant to Investigate the Circumstances of a Dispute³²

Introduction

The following document shows the system of conflict resolution in Khorezm in all its bureaucratic complexity. A dispute involved parties living between the different administrative jurisdictions³³ of Qonghrat and Urgench. Qonghrat was a town situated on the lower delta of the Amu Darya, while Urgench was at the center of the oasis and thus relatively closer to Khiva. The claim must have been filed first with the governor of Urgench, who subsequently wrote to his opposite number in Qonghrat with the request to investigate the circumstances of the dispute. The governor in Qonghrat then wrote back to the official in Urgench. The latter was expected to summon the parties and hear the case. At that point, either the governor himself or the plaintiffs must have decided to resort directly to the royal court in Khiva to make sure that the central power would activate its chain of justice and solve the conflict. The royal court thus issued the following warrant where it informs a group of notables about the appointment of an attendant. The latter would gather all the information relevant to the dispute and get hold of the letter that the governor of Qonghrat had written to the one in Urgench. The royal court evidently expected the local level of the administration to entrust the plaintiffs to the attendant who would then escort them to Khiva where they will be heard.

Translation

Let it be known to Ātājān Āqsaqāl, Ūrāz, and another Ātājān that we sent *dahlīz mahramī* ‘Ālim³⁴ Bāy Yūzbāshī to investigate the circumstances (*aṣl vāqī’alārī taḥqīqlāb sūrāshilmāq*) of the claim (*da’vā*) of Muḥammad Ṣafā, Khudāy Birgān, and Īrsgul Bīka. [The attendant should] also collect a letter (*khaṭ*) regarding this claim, which the governor (*ḥākīm*) of Qūngrāt³⁵ sent to the governor of

32 TsGARUz, I-125, op. 2, d. 633, l. 83.

33 For similar case, see below Doc. 46.

34 ‘Ālim in the original version of the text.

35 In the early 20th century Qonghrat was relatively a small town consisting of 68 households, see [Girshfel'd and Galkin], *Voenno-statisticheskoe opisanie Khivinskogo oazisa, pt. II*, pp. 132–133; Munis and Agahi, *Firdaws al-iqbāl: History of Khorezm*, p. 602, n. 504. Lykoshin visited Qonghrat in the 1912 and noted the presence of a large bazaar where the residents of the khanate exchanged goods with ‘the nomads inhabiting the neighbouring Russian territories and with the Khivan Turkmens and the Qazaqs who travelled westwards,’ N.S. Lykoshin, *Zapiska Nachal'nika Amu-Dar'inskogo Otdela Polkovnika Lykoshina o sovremennom sostoianii Khivinskogo Khanstva, 1912 god*, TsGARUz, f. I-2, op. 1, d. 314, l. 35.

Urgench.³⁶ Now that we have examined this letter, let the above-mentioned individuals come together with the above-mentioned attendant (*yasāvul*) to the royal court (*dargāh-i ʿālī*) and explain the circumstances of the case (*bayān-i vāqīʿa*). Conveying the royal order (*amr-i ʿālilārī*) of our lord, may his rule last forever, this warrant (*khaṭ*) was written on 17 Shavvāl 1328 [21.10. 1910].

Seal: Shaykh Naẓar Yasāvulbāshī b. Muḥammad Murād Dīvānbīgī, 1328.

[Verso:] 22 Shavvāl [1328]. The circumstances [of the case outlined in this] warrant were also recorded in the rescript [entrusted to the] attendant (*yasāvullī patak*).

36 Urgench (New Urgench) at the beginning of the 20 century was a major urban center and a commercial hub of the Khanate of Khiva. In the year 1873 Kuhn wrote that the city was the major market of the khanate. See his *Ocherk istorii zaseleniia Khivinskogo khanstva s drevnykh vremen, sostav ego sovremennogo naseleniia, administratsiia i goroda khanstva*, 1873, IVRRAN, St. Petersburg, Arkhiv Vostokovedov, f. 33, d. 8, l. 49. According to the data gathered by the Russian colonial administration in 1909, the city was a commercial and industrial center of the polity, with several major markets, storages of Khivan and Russian merchants, 4 cotton industries and various offices for transportations. See [Glushanovskii], *Diplomaticheskomu Chinovniku pri Turkestanskom General-Gubernatore*, 20.02.1909, TsGARUz, I-2, op. 1, d. 253, l. 7–7ob.

Document 8: A Rescript by the *yasāvulbāshī* about a Dispute over a Contested Inheritance³⁷

Introduction

This case involves the right to pre-emptive purchase of property. A man passed away leaving a courtyard and some land to his heirs. When these possessions were put on sale in order to settle a debt, a son-in-law offered a sum of money to the heirs to acquire the entire property. It was at this moment when a third party defending the interests of the family advised the heirs to refuse the offer. The son-in-law filed the claim with the royal court, which subsequently issued a warrant appointing an attendant to oversee the case. The latter brought the parties to Khiva where they were reconciled in the presence of high officials, such as the *mihtar* and the chief judge (*qāzī kalān*) and others. We know from a source dating to the beginning of the early 20th century that the high-ranking officials³⁸ of the khanate who operated in Khiva always heard the appeals to the royal court every time that the ruler was absent.³⁹ In this case it was agreed that the plaintiff would purchase the possessions of the departed for a larger sum of money than he had earlier proposed. He thus entrusted the money to the heirs before the high-rank officials. In addition, the chief judge wrote a rescript (*fatak*) asking the judge in Hazarasp to notarize the contract of sale. This would suggest that the parties lived under the Hazarasp judge's jurisdiction. We observe here again how parties did not bring their cases to the closer legal authority, but instead resorted to central power to activate the khanal chain of justice.

Translation

Let it be known that Īsh Niyāz who was the father-in-law of Muḥammad Ya'qūb from Sirshālī⁴⁰ died and left approximately three and half *ṭanāb* of land and a house (*ḥavli*). When [these possessions] were put on sale to cover the debts (*qarḏ*) of the deceased, [Muḥammad Ya'qūb] offered more than 200 *ṭillā* to purchase [the property]. [A certain Muḥammad Raḥīm] refused [the offer] and thereby made the heirs of the deceased (*mutavaffā vāriṣlārī*) unhappy (*nā-rizā*

37 TsGARUZ, I-125, op. 2, d. 633, l. 114.

38 See N.S. Lykoshin, *Zapiska Nachal'nika Amu-Dar'inskogo Otdela Polkovnika Lykoshina o sovremennom sostoianii Khivinskogo Khanstva, 1912 god*, TsGARUZ, f. I-2, op. 1, d. 314, ll. 15–16ob.; Bābājān Safarov, *Khvārazm ta'rikhi (1864–1934)*, MS Tashkent, IVANRUZ, inv. no. 10231; Bobojon Tarroh-Khodim, *Khorazm shoir va navozandalari*, eds. Anbara Otamurodova, and Ollanazar Abdurahimov (Tashkent: Tafakkur qanoti, 2011), p. 30.

39 See Hasan-Murād Laffāsī, *Gulshan-i sa'adat*, MS Tashkent, IVANRUZ, inv. no. 7797, fols. 8b, 17b, 64a, 84a.

40 On this locality see the footnote to Doc. 6.

itgān). For this reason (*vajh*), [Muḥammad Ya'qūb] has a claim (*da'vā*) against Muḥammad Raḥīm. Let them come to the royal court (*dargāh-i 'ālī*) of our lord, may his rule last forever, together with Khwāja Niyāz Dahabāshī Yasāvul, who is the liegeman (*nawkar*) of [Muḥammad Ya'qūb] Yasāvulbāshī and solve [the dispute] (*ṣāf būlsūn*). The attendant's fee (*yasāvul haqqi*)⁴¹ should not exceed 2 *tanga* per parasang. This warrant (*khaṭ*) was written on 13 Zī al-qa'da 1336 [20.08. 1918].

Seal: Muḥammad Ya'qūb Yasāvulbāshī b. Muḥammad Yūsuf Yasāvulbāshī

[Verso:] [The afore-mentioned] Muḥammad Ya'qūb bought the land and the house for 1500 *ṭilla* at the presence of the *mihtar*⁴²-*āqā*⁴³ and other notables (*kattalār*). The chief judge (*qāzī kalān-īshān*) issued a warrant (*fatak*) [prescribing] the *qāzī*⁴⁴ of Hazārāsb to notarize [the settlement]. [This occurred on] 19 Zī al-qa'da⁴⁵ 1336 [26.08. 1918].

41 In the original text of the record the expression *yasāvul haqq* is most probably a scribal error.

42 The *mihtar* (Pers. 'the highest') represented one of the highest ranks in the Khivan administration under the Qonghrats, see Bābājān Safarov, *Khvārazm ta'rikhi* (1864–1934), MS Tashkent, IVANRUz, inv. no. 1023, fol. 14b; Yu. Bregel, "The Sarts in the Khanate of Khiva," *Journal of Asian History* 12.2 (1978), pp. 129–135; Munis and Agahi, *Firdaws al-iqbāl: History of Khorezm*, pp. 560–561, note 251.

43 According to Kuhn, the *āqā/āghā* was one of the highest ranks at the court of the Qonghrats. This title was usually given to the members of the Sart elite of the khanate. *Āqās* attended the khan's receptions during official events; see *Ocherk istorii zaseleniia Khivinskogo khanstva s drevnykh vremen, sostav ego sovremennogo naseleniia, administratsiia i goroda khanstva*, 1873, IVRRAN, St. Petersburg, Arkhiv Vostokovedov, f. 33, d. 8, ll. 36a–36b, 39. See also Bregel, "The Sarts in the Khanate of Khiva," p. 129; Munis and Agahi, *Firdaws al-iqbāl: History of Khorezm*, p. 560, note 252. Documents originating from the second decade of the 20th century show that *āqā* could also be used as an honorific title, like in the following cases: *mīrzābāshī-āqā* (TsGARUz, I-125, op. 2, d. 39, l. 13); *dīvānbigī-āqā* (ibid., d. 41, ll. 2, 4); *maḥkamabāshī-āqā* (ibid., f. 6); *ḥākim-āqā* [see below, Doc. 13].

44 In the original the term *qāzī* is given in the plural form just as an honorific.

45 In the original text of the record, *Zī al-qa'dā*.

Document 9: A Rescript by the *yasāvulbāshī* about a Dispute over Landownership⁴⁶

Introduction

Two people sold a plot of land to a third man. Some time later, the sellers took legal action against the purchaser in order to recover their property. A *sharī'a* court found that their claim was unsound. The plaintiffs disregarded the legal force of the latter ruling and thus continued to lodge lawsuits on the same case. As the plaintiffs did not allow the respondent to enjoy his rights on the plot of land now in his possession, the latter filed a claim against the former with the royal court in Khiva. The *yasāvulbāshī* issued a warrant instructing an attendant to deal with the case and settle the conflict. Most probably on account of his inability to reconcile the parties on the spot, the attendant transferred the case to a court presided over by a *qāzī*. We do not know whether the parties could produce testimony or written probative evidence. The document only tells us that the *qāzī* must have thought that the case was somewhat complex and thus required that each party produce a legal opinion (*mas'ala*) issued by a jurist. Only the plaintiff did so, and he therefore won the case. We can safely assume that with the sanction of the attendant, this ruling would be enforced.

Translation

[A certain Iskandar and Āykhānīm Bika] sold to Qilich Niyāz from Bish-Ārīq⁴⁷ 7 *tanāb* of land for 1000 *ṭillā*. After that [Iskandar and Āykhānīm Bika] regretted their action and claimed [the property back] (*da'vālāshīb*). According to *sharī'a* [their] claim (*da'vā*) was found wrong (*nā-durust*). [However,] they repeated the claim. For this reason, [Qilich Niyāz] has a claim against Iskandar and Āykhānīm Bika. Let them come to the royal court (*dargāh-i 'ālī*) of our lord, may his rule last forever, together with Jān Bik Sarhang Yasāvul, who is the liegeman (*nawkar*) of [Muḥammad Ya'qūb] Yasāvulbāshī, and solve [the dispute] (*ṣāf būsūnlār*). The attendant's fee (*yasāvul ḥaqqī*)⁴⁸ is 2 *tanga* per parasang. This rescript (*khat*) was written on 7 Rabī' al-ṣānī 1336 [19.01.1918].

46 TsGARUZ, I-125, op. 2, d. 633, ll. 130–1300b.

47 Besh-Ariq (Bish-Ārīq) is a locality in the western environs of Hazarasp, see Munis and Agahi, *Firdaws al-iqbāl: History of Khorezm*, p. 573, note 322.

48 In the original text of the record the expression *yasāvul ḥaqq* is most probably a scribal error.

Seal: Muḥammad Ya‘qūb Yasāvulbāshī b. Muḥammad Yūsuf Yasāvulbāshī.

[Verso:] The claim (*da‘vā*) of the afore-mentioned Qilich Niyāz was transferred to a *qāzī* (*sharī‘atgha*⁴⁹ *qūshūlūb*). [The plaintiff] brought a legal opinion (*mas‘ala ālīb*) and [the court] issued a judgment (*ḥukm khaṭ*) according to which the land belongs to the plaintiff, while the defendants’ claim is wrong (*mudda‘ā alayhlārni da‘vāsī nā-durust*). [This was recorded] on 8 Rabī‘ al-ṣānī 1336 [20.01.1918].

49 *Sharāyitgha* in the original text of the record.

Document 10: A Rescript by the *yasāvulbāshī* about a Dispute over Landownership⁵⁰

Introduction

In the hope of seizing another person's property, two individuals forged a legal deed. The aggrieved property-owner appealed to the royal court in Khiva. An attendant received instructions to deal with the conflict. Accordingly, he summoned the parties to a mosque community,⁵¹ but he was unable to find a compromise that would suit them. He therefore proceeded to transfer the case to a *qāzī* who found that the initial claim was void. The jurist, however, opted not to issue a judgment in favour of the defendant and instead persuaded the parties to reach an amicable settlement, which he notarised in the form of a certificate of relinquishment. This case illustrates that judges could, in principle, initiate the settlement of a conflict at court by notarizing a certificate of relinquishment (*ibrāʾ*). Amicable settlements did not always require the intervention of a third party,⁵² nor were they achieved outside of court alone. Judges would encourage the parties to reconcile, not only to avoid litigation, but also to mitigate the latter's outcome. From this perspective, the *qāzī*'s course of action was in agreement with the culture of reconciliation that manifests itself in the activity of the royal court.

Translation

Qurbān Niyāz and Khudāy Birgān produced a deed (*khaṭ chīqārīb*) and filed a groundless claim (*bī vajh daʿvā ītib*) against Jumʿa Niyāz from Rūzīm Būy for 5 *tanāb* of land. [The respondent's rights on the plot of land are attested by] a legal deed (*khaṭlī*). On these grounds (*vajh*), [Jumʿa Niyāz] has now a claim (*daʿvā*) against [them]. Let them come to the royal court (*dargāh-i ʿālī*) of our lord, may his rule last forever, together with Maḥramkhānachī Muḥammad

50 TsGARUZ, I-125, op. 2, d. 633, ll. 190–190ob.

51 Under the rule of the Qonghrats the expression *masjid qavmī* ('mosque community') or simply *masjid* referred to the lowest administrative subdivision of the khanate. This could be a group of households (from five to dozens) or a parish of a particular mosque under the fiscal authority of an *imām* or *āqsaqāl*. One village or settlement could consist of one or several mosque communities. The expression *masjid qavmī* was of course used in the sense of an administrative unit among the sedentary population, while nomadic groups were subjected to different principles of tribal subdivision. See further on *masjid qavmī*, Bregel, *Khorezmskie turkmeny v XIX veke*, pp. 343–4; on the terminology regarding the tribal subdivision of Turkmens, see below fn. 427.

52 On the involvement of third parties in the resolution of conflicts in Central Asian *sharʿa* courts, see P. Sartori, "The Evolution of Third-Party Mediation in *Sharʿa* Courts in 19th- and Early 20th-Century Central Asia," *Journal of the Economic and Social History of the Orient* 54.3 (2011), pp. 311–352.

Rizā Yasāvul, [and] resolve [the dispute] (*ṣāf būsūnlār*). The attendant's fee (*yasāvul haqqī*) is 2 *tanga* per parasang. This warrant (*khaṭ*) was written on 24 Rabiʿ al-avval 1335 [07.01.1917].

Seal: Muḥammad Yūsuf Yasāvulbāshī b. ʿAvāz Niyāz Maḥram

[Verso:] [The attendant summoned the parties in] the Bāltāq Mīrāb mosque (*masjid*). [There] the plaintiff (*muddaʿī*) Jumʿa Niyāz from Rūzīm Būy, together with his fellow community (*qavm*) members, Khudāy Birgān, Qurbān Niyāz b. Īsh-Murād, were ordered [to bring their case] before a *qāzī* (*sharīʿatgha būyūrūlūb*). Their litigation (*murāfaʿa*) then took place before the *qāzī ʿaskar-īshān*. [The latter ruled that] the 5 *tanāb* of land belong to Jumʿa Niyāz, while the defendants' claim (*muddaʿi ʿalayhlārnī daʿvālārī*) was found void (*fāsīd*). [The judge] notarised a certificate of relinquishment and reconciled [the parties] (*ibrāʾlāshīb ṣāflāshdīlār*). [This was recorded] on 29 Rabiʿ al-avval 1335 [22.01.1917].

Document 11: A Rescript by the *yasāvulbāshī* about a Case of Murder⁵³

Introduction

A corpse was found lying on the shores of the Charkas lake. The leaders of a local community reported to the royal court about this apparent case of homicide. The office of the *yasāvulbāshī* issued a warrant instructing a *qāzī* to appoint a bailiff and request him to join an attendant dispatched by the royal court to examine the corpse and establish the circumstances of the death. The bailiff and the attendant reached the locality where the body was found and, in the presence of the representatives of the local community, examined the corpse and collected the available circumstantial evidence about the dead person. They then allowed the performance of the burial. Upon their return to Khiva, they informed the royal court that a local informant confirmed that the departed died a natural death and that his family did not intend to file any claims.

Translation

Let it be known to [our] *qāzī-īshān*, the symbol of *sharīʿa*, token of devotion, that Rūz Muḥammad Āqsaqāl and Jumʿa Niyāz from Gandūmkān⁵⁴ reported (*ʿarż*) [to the royal court] that [someone] killed an unidentified young mullah and his corpse lies on the shore of Charkas lake,⁵⁵ which belongs to a charitable endowment (*vaqf*) [established for the benefit] of a mosque. For this reason, let a trustworthy person (*muʿtabar ādam*) join Qalandar Dahabāshī,⁵⁶ who is the liegeman (*nawkar*) of [Muḥammad Yaʿqūb] Yasāvulbāshī, and let them together reach [the locality], examine the body of the abovementioned deceased with the afore-mentioned *āqsaqāl-kadkhudās* and with particular care establish the causes of [his] death. [After that,] let them allow the burial (*dafn*) [of the corpse] and draft a report (*khaṭ ītib*). Let them then come to the royal court (*darbār-i ʿālī*) and report about the event. Conveying the royal order (*amr-i ʿālilārī*) of our lord, may his rule last forever, this warrant (*khaṭ*) was written on 17 Shaʿbān 1328 [26.05.1918].

53 TsGARUZ, I-125, op. 2, d. 656, l. 35–35ob.

54 Gandumkan is a settlement located 2 km. east of Khiva, see Munis and Agahi, *Firdaws al-iqbāl: History of Khorezm*, p. 559, note 247; Danilevskii, *Opisanie Khivinskogo khanstva*, p. 115. It is famous for the treaty between the Qonghrats and the Russians signed in August 1873.

55 We have been unable to identify this locale.

56 On *dahabāshī* see above, fn. 176.

Seal: Muḥammad Ya‘qūb Yasāvulbāshī b. Muḥammad Yūsuf Yasāvulbāshī.

[Verso:] Muḥammad Sharīf Khwāja, the bailiff (*ādam*) of the *qaṣī-īshān* and Qalandar Dahabāshī examined the afore-mentioned corpse (*ūlūk*). [They found] that he was [a certain] Bābā Jān, the grandson of Ṭāhir Qazāq. [A certain] Ṣābir Bāy, who is a kinsman [of the deceased], stated that the afore-mentioned Bābā Jān was somewhat absent-minded (*khayālatlīrāq*) and must have died of natural death. Wounds were not visible (*jarāhat*⁵⁷ *yūq īrkān*). [Ṣābir Bāy] said that [the family] has not any claim (*da‘vāmīz yūq*). [This was recorded] on 18 Sha‘bān 1336 [28.05.1918].

57 See *jarḥ* in A. Layish, *Sharī‘a and Custom in Libyan Tribal Society*, p. 292.