The Ambivalent Position of the Landlord: A Dispute over Ownership of an Iranian Village in the 19th Century

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Abstract

This study examines a dispute over ownership of the village of Amīrzakariyā in the Arvanaq region of Iran in the 19th century. Using Persian archival sources, especially shari’a documents, I analyze the development and resolution of the legal dispute and the changing understanding of the case, including the issue of water rights. These sources provide an example of “ambivalent ownership,” i.e., a discrepancy between the legal facts of the case and competing understandings of land ownership in practice. The case demonstrates that legal transactions were sometimes inadequately understood or accepted in practice by third parties, with the result that the effects of a legal transaction were not always absolute in 19th-century Iran, as evidenced by the attempts of local ‘ulamā’ and villagers to restrict the landlord’s property rights in favor of preserving the established local order.

Keywords


* I wish to express my gratitude to Natana DeLong-Bas, Boston College, for reading earlier versions of my article and for her insightful comments; Stephen G. Kuehler, Harvard University Library, and Jean LeVaux, for kindly answering my questions; David S. Powers for his careful reading of my drafts and consistent encouragement; and the outside readers for their helpful comments.
Introduction

Until the second half of the 20th century, the majority of people in Iran lived in rural villages that were regarded as an important source of wealth. As landed property, the village was the object of legal contracts and economic activity and could be traded, leased, and even endowed as a *waqf*. In many places, entire villages, or parts thereof, were endowed as *waqf* property, often complicating the legal relationship between the *waqf* administrator, the landlord and villagers.

While scholars of Iranian history consistently note the importance of villages, the early modern rural village remains an understudied dimension of Iranian history. Apart from Lambton, only a few Western scholars have studied the village for its own sake from a historical perspective. There is a certain amount of scholarship in Iran on rural villages, including Şafinizhâd’s well-known analysis of the “*buna*,” or collective production unit, based on both field surveys and historical sources, which focuses on sociological perspectives of land cultivation and irrigation systems in rural areas. Good, a comparative sociologist researching modern Iran, focuses on the dynamics of the landlord’s powerful position in local society prior to the Pahlavî era. Since the 1960s, Japanese scholarship has contributed to the anthropological, sociological, and economic study of contemporary Iranian rural areas. For example, Ōno has advanced the idea that the “*mālik-ra‘īyat*” system, in which sharecroppers are considered both economic and personal subjects of landlords, may be viewed as a remnant of the 19th-century rural tradition of landlord-peasant relations. Lambton has further posited that most large-scale landlords were absentee owners living in urban areas without any intimate connection with, or commitment

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1 In the 1986 census, for the first time in Iran’s history, the urban population exceeded the rural. Until the early 20th century, the nomadic population also formed a significant part of Iran, comprising about 25 percent of the total population (Abrahamian 1982: 11).
2 Some scholars have proposed novel ways of studying the socioeconomic history of villages. For example, Gronke suggests that it is useful to examine “the verso” of sale deeds, where the preceding transaction is sometimes recorded (Gronke 1982: 60).
3 Lambton 1969.
4 Hooglund’s research on land reform in the Pahlavî era (Hooglund 1982) is a good example of Western scholarship. Okazaki studied 19th-century Iranian rural society as well as the mid-20th century rural economy. See Okazaki 1985; 1986. He also translated into Japanese Lambton’s *Landlord and Peasant in Persia*. See Lambton 1976.
5 Şafinizhâd 1972.
7 In addition to Okazaki, Ōno investigated Iranian rural society and explored the relationship and power balance between landlords and peasants. See Ōno 1971.
to, his or her own village(s). Finally, as a window onto village dynamics, some scholars have examined waqf-related lawsuits, especially disputes over waqf property that was illegally, wrongly, or mistakenly occupied, sold, and/or purchased by third parties.

This article is a case study of a 19th-century dispute between the villagers and the landlord over ownership of the Iranian village of Amīrzakariyā in Arvanaq, located in what is today the Şūfiyān District of Shabistar County in East Azerbaijan Province. I investigate this dispute using Persian archival materials, especially shari’a documents, from the Amirkabiriyān Fonds, which is preserved in the northwestern branch of the National Archives of Iran (Sāzmān-i Asnād wa Kitābkhāna-‘i Millī-‘i Īrān) and the Zahrā Ḥasanī Fonds of its central branch.

Examination of the dispute over ownership of the village of Amīrzakariyā demonstrates how differing understandings of the legal status of this village affected its actual ownership. This study exposes a discrepancy between legal facts and competing understandings of the case by different parties, drawing attention to the ambivalent position of the “legal owner” of the village and his limited power to dispose of the property. The complexity of separate ownership of water rights, haqq-āba, will be also taken into account.

The central issue in this case is the conflict between the legal parameters and documentation that identifies one party, Ākhund Mullā Asad Allāh, called “Sulṭān al-żākirīn,” (hereafter Asad Allāh) as the rightful, legal owner of the village on the basis of his legal purchase of the same, as opposed to the local residents’ recognition of the previous owner, Fatḥ-‘Alī Khān, as the rightful owner, based on inheritance and the family’s historical connection to the village. I argue that certain local residents of Arvanaq, particularly the ‘ulamā’, attempted to maintain social order by forcing Fatḥ-‘Alī Khān to reclaim ownership of the

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8 See Lambton 1969: 271, where she explains the regular and customary relationship between landlords and peasants and their crop distribution.


10 I define the following types of documents as shari’a documents (Islamic legal documents/sanad-‘i sharī): contracts (e.g., sale, lease, gift, or marriage, including waqf-related deeds); legal verdicts/orders/opinions (ḥukm-‘i sharī); and written legal statements (niwishta-‘i sharī) drafted by “ulamā,” Muslim jurists, acting according to the principles of Islamic law. See further Riḍā‘ī 2008: 5; Werner 2003: 13–15.

11 Documents from the National Archives of Iran are identified in this article as “Asnād.” Some files in these archives contain several documents, while others include a single document. Asnād 29601397 from the Amirkabiriyān Fonds contains several documents related to this dispute.

12 In the documents related to this dispute, the terms “mālikīyat” and “milkīyat” are used interchangeably. I translate both terms as “ownership.”
village. I also explore the presumed causes behind the villagers’ rebellious conduct. After describing the social structure of the village and basic information about cultivation practices, I outline the background of the dispute, followed by a general overview of the trial and its outcome. I demonstrate, based on the documentary evidence presented in court, that the witnesses had only a vague and hazy understanding of who the actual owner of the village was. After examining the claims of both of the litigants at the trial, I identify a change in the understanding of the dispute that points to the ambivalent position of the legal owner. We will examine the interactions between villagers, the landlords of Amīrzakariyā, people residing in neighboring villages, the ‘ulamā’, and local officials on this issue.

1 The Village of Amīrzakariyā

According to the 2011 national census, the village of Amīrzakariyā had 781 residents and 250 households (khānawār), an average of 3.1 persons per household. The 1956 census reported 748 residents without specifying the number of households. A summary of a petition dated Sha'bān 1295/August 1878 reports that there were 100 households in the village at that time. Although the concept of Persian “household” has changed between the 19th and 21st centuries, it is reasonable to assume that this village had several hundred residents in the middle of the 19th century.

The village of Amīrzakariyā was also known as Dīzaj-i Qadr. ‘Abdī Beg’s Ṣarīḥ al-milk, a register of contract deeds related to the shrine of Shaykh Ṣafī, records that this village included farmlands, orchards (bāghs), and water rights.

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13 Compared to earlier censuses, the population of this village has been declining since 1986, when 1608 people were living there.
14 Asnād 296009729.
15 The 1986 census indicates that the population grew rapidly to 1608 residents. The 1996 census shows that the population declined to 1265 residents. The 2011 census shows that this trend continued in the early 21st century.
16 The shrine was dedicated to Shaykh Ṣafī, the founder of the Safavid Order. “Ṣarīḥ al-milk,” a register of contract deeds, is not exclusively related to the shrine of Ṣafī. See Qā'immaqāmī 1971: 127, 130, 131. Four copies of Ṣarīḥ al-milk related to the shrine of Ṣafī are preserved in the National Museum of Iran, whose microfilms are available in the Central Library of the University of Tehran. These four copies consist of two texts. One was compiled by ‘Abdī Beg Shīrāzī during the reign of Shāh Ṭahmāsb, the other was written by Muḥammad-Ṭāhir al-Isfahānī in the second half of the 17th century. For this study, I used a microfilm of the former copy (University of Tehran, microfilm no. 1656).
that had been endowed as *waqf* property to the shrine in the middle of the 16th century.\(^{17}\) A sale deed, preserved in the Amīrkabīriyān Fonds, records that on 20 Rabī’ I 1195/16 March 1781, this village was purchased by Najafqulī Khān Dunbulī, who was the governor (*beyglarbeygī*) of Tabrīz. His descendants continued to own it until the early 20th century.\(^{18}\) A document recording the *waqf* property of the Shaykh Ṣafī Shrine in Amīrzakariyā village was drawn up on 6 Rajab 1221/19 September 1806,\(^{19}\) and reportedly belonged to the descendants of Najafqulī Khān.\(^{20}\) The date of the document indicates that it was written when Fath-‘Alī Beg and Jahāngīr, respectively Najafqulī Khān’s grandson and son,

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\(^{17}\) *Ṣarīḥ al-milk*: 147–54.

\(^{18}\) After the death of Najafqulī, two of his heirs, Khudādād Khān and Jahāngīr Beg, divided the village equally. A deed of settlement dated 1249/1834 (Asnād 29601292) indicates that Fath-‘Alī Beg, Khudādād’s sole male heir, purchased the remaining part of the village at a certain point in time. *Tārīḵ-i Tabrīz*, the famous local history of Tabrīz in the late 19th century, reports that our Fath-‘Alī Khān was named after his great-grandfather, the aforementioned Fath-‘Alī Beg (Nādir Mirzā 1994: 232).

\(^{19}\) Asnād 296010688.

\(^{20}\) This document is also included in the Amīrkabīriyān Fonds together with other documents related to Dunbulis.
enjoyed joint ownership of the village. By examining the text, it seems obvious that the document was excerpted from the aforementioned Ṣarīḥ al-milk.21

By the middle of the 19th century, the village of Amīrzakariyā was owned exclusively by Najafquli Khān’s great-grandson, Buyūk Khān.22 Upon Buyūk’s death, the village passed to his son, Fath-ʿAlī Khān, who then sold it. It was this sale that brought about the dispute over ownership, as, according to the documents, this transaction resulted in taṣarruf, which, in our Persian documents, refers to the villager’s occupation of the village and refusal to pay rent.23

Residents of Iranian rural villages were normally classified into five groups: the headman, kadkhudā; peasants, including peasant proprietors, tenants, and agricultural laborers; artisans; tradesmen; and ‘ulamā.24 Large-scale landlords, who were mostly absentee, nominated a headman in each village. There were in fact several types of peasants in Amīrzakariyā. In our dispute-related documents, villagers or peasants of that village are always called simply “raʿāyā,” (i.e., peasants) while contractual documents, such as lease of lands and water rights, use the words ahālī, or hampā, in addition to raʿāyā, interchangeably.

These contractual documents indicate that those peasants called “hampā” were wealthy and influential and that their status was inherited from their fathers in many cases.25 For example, a farming contract (muqāṭa’a) of the harvest of the village for the period of ten years between Buyūk Khān, the paterfamilias of the Najafquli Khān family, and 17 hampā peasants, clearly demonstrates the power of these hampās in that village.26 Furthermore, out of the aforementioned 17 hampās, three held the honorific of “Karbalāʾī” and five held that of “Mashhdāʾī.”27 The villagers with these titles were wealthy enough to make pilgrimage far away from Azerbaijan.

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21 The text of this document covers pages 147–54 of Ṣarīḥ al-milk. The shrine of Ṣafī continued to uphold the validity of the 16th-century waqf properties in Amīrzakariyā in the 19th century. Moreover, the descendants of Najafquli Khān acknowledged the validity of the shrine’s claims to the waqf property.

22 Najafquli Khān was known as Buyūk, probably after his great-grandfather, Najafquli, the governor of Tabriz in the late 18th century. I refer to him as “Buyūk,” for clarity.

23 In our Persian documents, the meaning of “taṣarruf” depends on the context. It may mean usufruct/rent (a typical Islamic legal connotation) or occupation (a general connotation in Persian).


25 According to Lambton, hampā refers to “a peasant who owns an ox and sufficient agricultural implements to enable him to work a plough-land on a crop-sharing basis,” especially in Azerbaijan (Lambton 1969: 451).

26 Asnād 296011397. This contract was formulated on 15 Rajab 1257/2 September 1841.

27 Karbalāʾī and Mashhdāʾī are typical Shīʿī honorifics that are given to persons who
Sharecropping farming was prevalent in Iran until the 1970s. Lambton outlines the five elements of traditional sharecropping in Iran: land, water, draught animals, seed, and labor. In most parts of Iran, irrigation is critical for agriculture. Although in theory Azerbaijan is composed of districts with unirrigated farming, irrigation provides better harvests. Irrigation was important for cultivation in Amīrzakariyā. The Najafqulī Khān family owned shares of water rights from qanāts called Qanāt-i Bālā (or Bālā-chashma), Qanāt-i Wazīr, Kārīz-i Bashīr, and Kārīz-i Chinār. Interestingly, although Fatḥ-‘Alī Khān sold the village, he did not sell the accompanying water rights to the new owner, instead retaining them for himself. In Amīrzakariyā, ownership of water rights was more complicated than that of the village itself. A water source, e.g., qanāt, well, or water canal, was usually shared by several persons and was rarely owned by an individual, while a village was sometimes owned by a single landlord. In the case of Amīrzakariyā, the Najafqulī family never possessed full or majority water rights, although their share was relatively large (although less than half). Such fragmented water rights were common throughout Azerbaijan.

Available documentation reveals that the peasants of Amīrzakariyā mainly cultivated wheat and barley in the farmland and probably fruits and vegetables in the orchard. The rent of the farmland was in kind in the case of Amīrzakariyā. When Buyūk Khān made the aforementioned farming contract for the harvest of the village with hampā peasants on 15 Rajab 1257/2 September 1841, he received as payment wheat and barley. On the other hand, the rent of water rights was flexible: in one case, he was paid in cash and in another case in both cash and kind.

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performed the pilgrimages to Shi‘i holy shrines in ‘Atabāt in contemporary Iraq, especially Karbalā, and in Mashhad in Khurāsān.


29 In Iran, the amount of water was traditionally calculated per “shabāna-rūz,” namely, a night-day rotation, e.g., two shabāna-rūz out of 10 shabāna-rūz.

30 Asnād 29601397.

31 For instance, the rent of water rights was in both cash and kind in the lease contract dated 27 Dhū-‘Qa‘da 1267/23 September 1851, while the rent was in cash in the contract dated 20 Shawwāl 1277/1 May 1861. Both documents are from the file Asnād 29601397.
2 The Facts of and Assumptions about the Case

Chronology of the Main Events of the Ownership Dispute of Amīrzakariyā Village

Upon Buyūk Khān’s death in 1851, his son, Fath-‘Alī, inherited both the administration of his father’s estate and his official government rank.32 Although the deceased had two other heirs – his spouse, Mihr-Jahān, and daughter, Shawkat-Sultān Khānum – Buyūk’s estate was not divided at that time. Instead, Fath-‘Alī became the administrator of the entire estate,33 which included ownership of Amīrzakariyā. The dispute began when Fath-‘Alī sold ownership of Amīrzakariyā to Asad Allāh. It appears that the villagers refused to recognize this change in ownership. In protest, they claimed ownership of the village and stopped paying rent. Below is a summary of the case.

TABLE 1

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>Summary</th>
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<tbody>
<tr>
<td>1</td>
<td>16 Rajab 1269/25 April 1853</td>
<td>Fath-‘Alī Khān legally sold complete ownership (shish-dāng) of Amīrzakariyā to Ākhund Mullā Asad Allāh.34</td>
</tr>
<tr>
<td>2</td>
<td>18 Ramāḍān 1269/6 June 1853</td>
<td>Mīrzā Riḍā, a resident of Amīrzakariyā, confronted Asad Allāh, the new owner of the village, claiming that part of the village belonged to him and that the village included waqf properties that his father had leased from the waqf administrator (mutawallī). Asad Allāh settled the dispute with Mīrzā Riḍā by offering him one maund of wheat.35</td>
</tr>
</tbody>
</table>

32 Qājār monarch Nāṣir al-Dīn Shāh’s royal decree (Asnād 296011353), dated Jumādā I 1268/February or March 1852, acknowledged that Fath-‘Alī inherited his late father’s rank and salary.

33 Fath-‘Alī’s probate inventory (Asnād 296011468) demonstrates that the estate of his father, Buyūk, was not distributed to the legal heirs until the death of Fath-‘Alī, de facto retainer of Buyūk’s entire estate. The shares of the two female heirs were not distributed to them. Mihr-Jahān received her inheritance from her husband after Fath-‘Alī’s death. Shawkat-Sultān died before receiving her inheritance; however, her heirs claimed it later and succeeded in obtaining it.

34 A sale settlement, muṣālaḥa-‘ī mubāya’a, Asnād 296011281. According to Werner, the muṣālaḥa, a contract of settlement or reconciliation, became the most popular contractual form and was used in cases relating to sale, lease, hire, or loan in 19th-century Iran (Werner 2000: 111; 2003: 42–43).

35 A settlement, muṣālaḥa-nāma, Asnād 296011397. In Arvanaq, people used the Tabriz
Chronology of the case

<table>
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<th>No.</th>
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<tr>
<td>3</td>
<td>Between 1853 and 1855</td>
<td>The villagers stopped paying rent, resulting in what the documents call taşarruf or “occupation” of the village of Amîrzakariyâ.</td>
</tr>
<tr>
<td>4</td>
<td>5 Dhū-Qa’dâ 1271/20 July 1855</td>
<td>A trial to examine the ownership dispute was held at the private residence of Nâdirqulî Khân, local governor of Arvanaq, under his leadership. Fatḥ-‘Alî and the villagers appeared in court as litigants.</td>
</tr>
<tr>
<td>5</td>
<td>5 Dhū-Qa’dâ 1271/20 July 1855</td>
<td>The court ruled that the villagers did not have ownership and issued a “maḥḍar” (judgment document/minutes) stating the same.</td>
</tr>
<tr>
<td>6</td>
<td>6 Dhū-Qa’dâ 1271/21 July 1855</td>
<td>Based on that judgment, the villagers renounced their claim to ownership and asked Fatḥ-‘Alî to conduct his affairs as his late father had done and to restore the status quo ante.</td>
</tr>
<tr>
<td>7</td>
<td>11 Jumâdâ 1 1272/19 January 1856</td>
<td>Fatḥ-‘Alî regained complete ownership of the village.</td>
</tr>
</tbody>
</table>

Fatḥ-‘Alî’s appearance in court on 5 Dhū-Qa’dâ 1271/20 July 1855 is noteworthy. Having sold Amîrzakariyâ to Asad Allâh, he was not the owner of the village at that moment, yet he appeared in court as the putative owner. Although, by contrast, Asad Allâh was the actual owner of the village, he did not appear in court.

In 19th century Qâjâr Iran, there were neither “state” sharî’îa courts nor state-appointed judges. Shî’î legal authorities (mujtahids), whose authority was based mostly on customary practice, reputation, and knowledge, presided over the court, and the sharî’îa court records solely belonged to them. As there were no sharî’îa court records (unlike, for example, in the Ottoman Empire), third parties, including legal experts, did not have the means to access the records of earlier transactions and judgments. This sometimes led to a gap in knowledge.

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37 Kondo 2004: 136. Cf. Peirce, who mentions that, in the Ottoman Empire, the sharî’îa court preserved court records for the public. These records may have been consulted in subsequent cases for their factual relevance, as a type of jurisprudence (Peirce 2003: 102).
edge of the facts of a case, as illustrated below by competing claims to ownership of the village of Amīrzakariyā.

**Transfer of Ownership of Amīrzakariyā to Ākhund Mullā Asad Allāh**

According to the deed of sale, Fath-ʿAlī sold the village of Amīrzakariyā to Asad Allāh on 16 Rajab 1269/25 April 1853. Yet, Fath-ʿAlī regained full ownership of the village from Asad Allāh on 11 Jumādā I 1272/19 January 1856, three years after the sale.38 Each transaction was written on the two sides of a single sheet of paper (Asnād 296011281) from the Amirkabīriyān Fonds. Table 2 shows the chronology of the change in legal ownership.

**Table 2**

<table>
<thead>
<tr>
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</tr>
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<tbody>
<tr>
<td>1</td>
<td>16 Rajab 1269/25 April 1853</td>
<td>Complete ownership (<em>shish-dāng</em>) of Amīrzakariyā was transferred from Fath-ʿAlī Khān to Akhund Mullā Asad Allāh.</td>
</tr>
<tr>
<td>2</td>
<td>Between 1853 and 1856</td>
<td>Ownership of one-half (<em>si-dāng</em>) of the village was transferred back to Fath-ʿAlī from Asad Allāh, although documentation of the transfer was not found and the precise date of this transaction is unknown.39</td>
</tr>
<tr>
<td>3</td>
<td>11 Jumādā I 1272/19 January 1856</td>
<td>Ownership of one-half of the village was transferred from Asad Allāh to Fath-ʿAlī, thereby giving Fath-ʿAlī complete ownership of the village.</td>
</tr>
</tbody>
</table>

38 A sale settlement, *muṣālaḥa-ʿi mubāyaʿa*, Asnād 296011281. Fath-ʿAlī sold Amīrzakariyā to Asad Allāh by a valid sale not by a conditional sale, *bayʿ-ī šart* (in Shīʿī law), or *bayʿ-ī jāʿiz* (in the Ḥanafī school). The conditional sale was used as a kind of “mortgage,” a conditional conveyance of property to secure repayment of a loan. See further Kondo 2005.

39 The deed of sale settlement dated 11 Jumādā I 1272/19 January 1856 (Asnād 296011281) only mentions that “prior to this date” (*sābiq bar īn*) the first repurchase transaction took place between Fath-ʿAlī and Asad Allāh. I assume that Fath-ʿAlī did not own any share of the village when the trial took place on 5 Dhū-ʿQaʿda 1271/20 July 1855. Approximately two years earlier, on 28 Shaʿbān 1269/6 June 1853, Asad Allāh clearly had complete ownership of the village because on that date, as mentioned (see Table 1), he reached an agreement with the villagers in his capacity as the “owner.” Although we cannot determine the precise date of the first repurchase transaction by Fath-ʿAlī, we can say that between 28 Shaʿbān 1269/6 June 1853 and 11 Jumādā I 1272/19 January 1856, Fath-ʿAlī recovered ownership of one-half of the village and that Asad Allāh owned at least half of the village until 11 Jumādā I 1272/19 January 1856, at which time full ownership was recovered by Fath-ʿAlī.
Some scholars assert that such transactions were sometimes nominal and were used to create a legal precedent that clearly established an individual's ownership. In this case, however, it seems that the transaction was not nominal, but real, meaning that Fath-‘Ali did, in fact, sell Amīrzakariyā to Asad Allāh. A marginal note on the verso of a debt bond (tamassuk) of Buyūk, indicates that Fath-‘Ali sold Amīrzakariyā in order to discharge his father's debt: “For the debt written on the right side of the bond, I transmit the payment of Amīrzakariyā to Asad Allāh; therefore, he shall pay that amount to Ākhund Mullā ‘Ali. Written in Rajab 1269/April or May 1853.” This note establishes the reality and validity of the aforementioned sale.

A deed of settlement dated 28 Sha’bān 1269/6 June 1853 states that, seeking reconciliation, the new owner, Asad Allāh, gave a small amount of wheat to the villagers, who then acknowledged his ownership (mālikīyat). His negotiation with the villagers in his capacity as the owner strongly suggests that the sale did, in fact, take place. In the following sections, I assume that Fath-‘Ali Khān transferred ownership of Amīrzakariyā village to Asad Allāh.

3 The Trial over Ownership of Amīrzakariyā Village

General Information

A legal document related to the dispute, written on 5 Dhū-Qa’dā 1271/20 July 1855, and identified as a “mahḍar” in the post-trial correspondence, de-
scribes the procedure of the trial and the judgment. Hereinafter, I refer to this document as the “judgment document.”

According to this document, the trial was held at the private residence (manzil) of the local governor (ḥākim), Nādirqulī Khān, on 5 Dhū-Qa’dā 1271/20 July 1855, the same day on which the judgment document was issued. The

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46 Schacht translates maḥḍar as “minutes” or “the written record of proceedings before the qāḍī” in the glossary of his *Introduction to Islamic Law* (Schacht 1982: 300). “Minutes” seems to be appropriate for our maḥḍar. However, this document is similar to a legal verdict, ḥukm-i shar‘ī, in both content and format, even though it did not contain the sentence “the legal verdict was issued” (ḥukm-i shar‘ī sādir shud). A marginal note in the copy of this judgment document, which I will mention later, refers to it as a legal verdict (ḥukm-i shar‘-i muṭā‘). The difference between maḥḍar and ḥukm-i shar‘ī seems to be minor in 19th-century Iran. Therefore, I refer to this maḥḍar as a judgment document in this article. See the appendix for an English translation of this document.

47 Kondo notes that, in the 19th century, litigants and ‘ulamā’ would gather in the private residence of a Shi‘ī jurist to settle lawsuits and disputes. See Kondo 2004: 129. Convening a trial at the residence of the local governor suggests that executive powers cooperated closely with judicial experts in an effort to solve disputes in 19th-century Azerbaijan.

48 In my opinion, this case is more suited to a court trial than arbitration (taḥkīm). The post-trial correspondence indicates that the local governor had the right to convene the trial.
governor’s direct intervention in this dispute clearly points to its significance in the local society.

The litigants who appeared in court included Fath-‘Ali Khān and several villagers of Amīrzakariyā, four of whom are identified by name – Jahāngīr Beg, Mirzā Mūsā, Ḥusayn and Āqā ‘Alī. The latter two men, i.e., Ḥusayn and Āqā ‘Alī, do not appear in the judgment document, but they do appear in another correspondence-style document from the same file (Asnād 29601397), which briefly describes the trial and records the people who appeared in court. Since these latter two were not distinguished villagers, none of the documents other than the above correspondence refers to them. Nādirqulī Khan, the host, asked several men to examine the dispute. Although the judgment document refers to only a few of the participants, the aforementioned correspondence-style document lists most of them, as well as most of their positions: Ākhund Mullā Muḥammad-Ḥasan pīsh-namāz (prayer leader), Mirzā ‘abd al-Raḥīm qāḍī,50 Mirzā Wahhāb wakil, Mirzā Naṣīr kadkhudā-bāshī (head of urban districts, probably in Tabrīz), Ḥājī Mirzā Abū al-Ḥasan tājir (merchant), Mīr Hādī khatīb, Ḥājī Kāẓim merchant, Mirzā Yūsuf, Kūchī Khān, and Mīr Fattāḥ. According to the judgment document and the correspondence, Asad Allāh, the owner of the village, was not present in court.

49 This Jahāngīr Beg is not the son of Najafqulī Khan, who was a joint owner of Amīrzakariyā from the end of the 18th until the early 19th century. Whereas most of the villagers’ names are not specified in the judgment document, Jahāngīr Beg and Mirzā Mūsā are identified by name and were apparently distinguished from other ordinary villagers. I assume that these two were not peasants but village elders or perhaps absentees who were living in the urban area. Mirzā Mūsā and his brothers held landed properties and the right of cultivation (ḥaqq al-shakhm) inside the village. A sale settlement from Asnād 296012464 indicates that they sold those properties to Fath-‘Ali on 11 Rabi’ I 1272/9 January 1856 (after the trial). On the other hand, Ḥusayn and Āqā ‘Alī were presumably ordinary peasants. Available documents indicate that Āqā ‘Alī was a hampā peasant (see note 25), although he bears the honorific title of “Ḥājī” in another document (a water rights lease contract) from the same file (Asnād 29601397).

50 Werner and Kondo argue that there were no state-appointed qādīs who were authorized to preside over sharī‘a courts until at least the middle of the 19th century (Werner 2000: 231–41; Kondo 2003: 116, 123). Werner notes that the primary duty of the 19th-century Iranian qādī was notarial (Werner 2000: 232). Therefore, even though our Mirzā ‘abd al-Raḥīm bore the title of qādí, he probably was not authorized by the government with any official authority to judge trials.
**Trial Procedure, Judgment, and Consequences**

I briefly describe the trial procedure and then consider the judgment and its consequences.\(^{51}\)

1. The court asked the villagers to explain their claim and the reason for their failure to pay rent. One of the villagers, Jahāngīr Beg, asserted that he was the owner of the village.

2. The court asked Fatḥ-ʿAlī Khān to present documentary evidence (*sanad*) to defend his position. Fatḥ-ʿAlī submitted at least eight documents as evidence.

3. The court then asked the villagers to provide documentary evidence to support their claim. However, they did not submit any documents.

4. Based on the villagers’ claim and Fatḥ-ʿAlī’s documentary evidence, the court issued a judgment in favor of Fatḥ-ʿAlī’s ownership.

After examining the claim and the documentary evidence, the court determined that ownership of Amīrzakariyā belonged to Fatḥ-ʿAlī. It is noteworthy that the court asked the litigants to provide documentary evidence: according to Islamic legal theory, a written document does not fully qualify as valid evidence, whereas oral testimony does.\(^{52}\) As for the cause of the dispute, the court inquiry revealed that the refusal of the villagers to pay rent was a consequence of the sale of the village by Fatḥ-ʿAlī to Asad Allāh. Despite the documentation of the sale to Asad Allāh, the court nevertheless concluded that Fatḥ-ʿAlī was the owner of Amīrzakariyā and ordered the villagers to accept the judgment.

The villagers did not appeal this judgment. One day after the judgment, the villagers made a legal acknowledgment (*iqrār-nāma*) in which they publicly withdrew their claim and confirmed Fatḥ-ʿAlī’s ownership of the village.\(^{53}\) This means that the judgment document was accepted by the villagers without further discussion.

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\(^{51}\) Kondo investigated a court trial relating to a dispute over *waqf* property in 19th-century Iran. He explains the judicial procedure, which overlaps with my case in many respects. See Kondo 2004.

\(^{52}\) In fact, written documents were important and were sometimes carefully inspected and considered as evidence in court trials in 19th-century Iran. See Kondo 2004: 129–31. Kondo notes the absence of consensus on this issue among Iranian Shiʿī jurists in that century (Kondo 2003: 123). It is necessary to investigate the development of the document-oriented trial custom in Iran. As for the Ottoman Empire, written documents also served as proof in court (Peirce 2003: 102). Peirce points out that in Aintab, written documents were becoming important for trials by the 1540s, especially in financial cases (Peirce 2003: 38, 234, 282–85).

\(^{53}\) This legal acknowledgment is also included in the file Asnād 296011397.
Why did Fath-‘Alī appear in court as a litigant even though he was not the owner of the village at that time? Indeed, the judgment alludes to the purchase of the village by Asad Allāh and the transfer of ownership from Fath-‘Alī to him. There is no reference to Fath-‘Alī’s repurchase of the village or no explanation of his appearance at the trial. Let us consider the documentary evidence.

**Documentary Evidence**

The judgment document records short summaries of the eight items of documentary evidence submitted by Fath-‘Alī. (See Table 3)

<table>
<thead>
<tr>
<th>No.</th>
<th>Type of document</th>
<th>Date</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sale contract (mubāya’a-nāma)</td>
<td>1195/1781</td>
<td>Najafqulī Khān purchased complete ownership of Amīrzakariyā.</td>
</tr>
<tr>
<td>2</td>
<td>Division of the estate (taqṣīm-nāma)</td>
<td>1199/1784</td>
<td>Khudādād and Jahāngīr, Najafqulī’s sons, jointly inherited the village after the distribution of the late Najafqulī’s estate.</td>
</tr>
<tr>
<td>3</td>
<td>Settlement/Lease (muṣālaḥa)</td>
<td>1249/1834</td>
<td>Kūchik, Najafqulī’s great-grandson, transferred the usufruct of the joint property, which included complete ownership of the village, to his elder brother Buyūk (also called Najafqulī) in exchange for an annual payment of 500 tūmān.</td>
</tr>
<tr>
<td>4</td>
<td>Division of property (taqṣīm-nāma)</td>
<td>1253/1837</td>
<td>Buyūk and Kūchik divided their jointly owned property, which included complete ownership of the village.</td>
</tr>
<tr>
<td>5</td>
<td>Sharecropping contract (muzāra’a)</td>
<td>1246/1830 or 31</td>
<td>Buyūk agreed to rent the farmland to the villagers in exchange for three-tenths of the harvest.</td>
</tr>
<tr>
<td>6</td>
<td>Written legal statement (niwishta)</td>
<td>1271/1855</td>
<td>Prior to Asad Allāh’s purchase, the village was owned by Buyūk and his heir, namely, Fath-‘Alī.</td>
</tr>
<tr>
<td>7</td>
<td>Princely decree (ḥukm)</td>
<td>1227/1812</td>
<td>The late Crown Prince ‘Abbās Mirzā’s decree.</td>
</tr>
<tr>
<td>8</td>
<td>Request for testimony (istishḥād-nāma)</td>
<td>1271/1855</td>
<td>According to the request, residents of Arvanaq gave testimony about ownership of Amīrzakariyā. The jurists of each village wrote testimony on behalf of the villagers.</td>
</tr>
</tbody>
</table>
Of these eight items, five (i.e. nos. 1, 3, 4, 6, and 8) directly or indirectly demonstrate that Najafquli Khan and his descendants legally owned the village continuously from the late 18th century until the middle of the 19th century. Most directly, no. 1 records a sale contract, which confirms that this village was purchased by means of a valid legal contract. No. 2 suggests that the village was inherited by the buyer’s sons.

4 Analysis of the Documentary Evidence

In the documents presented, who was regarded as the owner of Amīrzakariyā? The people who testified prior to the trial had different understandings of the owner’s identity. This suggests that the legal owner and the putative owner were not necessarily the same person.

In this section, I analyze items no. 6 and 8 from Table 3. No. 6 “Written legal statement” (niwishta) and no. 8 “Request for testimony” (istishhād-nāma) which were drawn up just before the trial on 5 Dhū-Qa’dā 1271/20 July 1855 in order to support Fatḥ-‘Alī’s claim. The nature of these two documents differs from that of the others, which recorded legal transactions (sale, estate and property division, lease, and sharecropping).

Written Legal Statement (Niwishta)

A “Niwishta” literally means “something written” in Persian. Here I translate it as “written legal statement” in our case because it was written by a legal authority (mujtahid) and was used as legal evidence at the trial. This type of document is written on a single sheet of paper and its format is simple.

The written legal statement (no. 6), dated 24 Shawwāl 1271/10 July 1855, and issued by Mīrzā Bāqir, certifies that the village of Amīrzakariyā had been part of the late Najafquli Khan’s estate and that his descendants continued to own it without challenge until it was purchased by Asad Allāh. This document also indicates that, after the transfer of ownership, the villagers began to claim their own right to ownership. The author of the document had a clear understanding of both the legal maneuver and the origin of the dispute.

A lengthy note by Ākhund Muḥammad-Ḥasan, who served as the judge at the trial, was inserted on the top left-hand corner of the margin. The note

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54 I located the original document from Asnād 29601397 and the copy from Asnād 29601285. The latter file includes a similar document, dated 3 Dhū-ʿQa’dā 1271/18 July 1855, issued by Mirzā Shafi’. These documents indicate that Fatḥ-ʿAli carefully prepared documentary evidence relating to his claim.
summarizes the main text, but does not mention that ownership was transferred to Asad Allāh, even though the judge had read the main text and must have understood its content before he wrote his note. The judge strongly objected to the villagers’ claim, stating: “If this case is not settled, none of the landlords shall be an owner of land” (agar fath-i in bābat na-shawad hīch kas az mallāk mālik-i milk na-khwāhad shud). I will revisit this note below.

The written legal statement, which accurately reflects the legal ownership of the village, as indicated in other legal documents, suggests that the change in ownership took place prior to the villagers’ claim.

**Request for Testimony (Istishhād-nāma)**

An “Istishhād-nāma,” or request for testimony, usually has a main text that explains a specific incident and then requests that people who have information about it place written testimony (shahādat) in the margin.

Compared to the size of the main text, which is always located at the lower left side of the paper, the margin of the Istishhād-nāma is usually very wide. This document indicates a certain development and probably a unique element of Iranian jurisprudence. In theory, as mentioned above, a written document is not fully accepted in a trial, but oral testimony is. However, a request for testimony, although not fully approved, presents the voices of witnesses who were absent from the trial, and may affect the judgment. Our request for testimony, dated Shawwāl 1271/July 1855, has a very wide margin (three times

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55 *Istishhād-nāma* or request for testimony, Asnād 296011333.
as wide as the main text) in which residents of the neighboring villages gave their testimony and stamped their seals. The size of the document and the number of the people who testified indicate the significance of the case. In my view, the concern of these residents to restore social order in Amīrzakariyā was so strong that they supported Fatḥ-ʿAlī’s ownership of the village without accurate knowledge of the legal facts. The main text of this document reads as follows:56

Testimony and information are requested from great ʿulamā’, respectful sayyids, all the faithful, Muslims, senior chiefs, peasants and villagers of Arvanaq. If anyone possesses accurate information about the following issue, please write some words of testimony and then stamp them with your own seal in the margin of this document: “The village of Amīrzakariyā has been held by the late Najafqulī Khān [viz., Buyūk] from the perspective of legal ownership (biʿunwān-i milkīyat) for a very long time,57 and he held it until his death.” Written in Shawwāl 1271/June or July 1855.

56 In my English translation of Persian phrases, I simplify the ornamental embellishment of Persian expressions and omit the invocations.

57 Buyūk was named for his great-grandfather, and bears the same name, Najafqulī Khān.
In the margin, Muslim jurists who resided in the following seven villages in Arvanaq inserted testimony on behalf of the villagers who signed as witnesses in their respective villages: Wāyiqān (221 people), Shabistar (18 people), Dīzaj-i Khalil (38 people), Shandābād (29 people), Bunīs (118 people), Nawjadih (25 people), and [illegible] (59 people). Some of the villagers stamped their seals under their names.58

The testimonies of witnesses from five villages (Wāyiqān, Shabistar, Dīzaj-i Khalil, Shandābād, and Bunīs) are legible. All of them report that complete ownership (shish-dāng) of Amīrzakariyā is “actually” (bil-fi‘l) held by Fatḥ-‘Alī.59 Whereas Wāyiqān’s testimony adds a qualification, i.e., “unless he [viz., Fatḥ-‘Alī] had transferred ownership to another person,” residents of the other four villages testified to Fatḥ-‘Alī’s ownership without this qualification.

This document was formulated to attest to the late Buyūk’s legal ownership of Amīrzakariyā prior to its purchase by Asad Allāh and to refute the villagers’ claim to ownership. But there is a problem. While the main text asked people to testify about “Buyūk’s ownership during his lifetime,” the residents of the surrounding villages testified in the margin to “Fatḥ-‘Alī’s present possession.” The testimony in the margin superseded the original purpose of the document.60

It appears that none of the witnesses had accurate knowledge of the true legal ownership of Amīrzakariyā. The inaccuracy of the witness testimonies (probably unintended) was examined and had an impact on the trial. Fatḥ-‘Alī did not possess complete ownership of Amīrzakariyā until he repurchased one-half of it from Asad Allāh on 11 Jumādā I 1272/19 January 1856, which made his ownership complete. Clearly, a considerable number of people in Arvanaq assumed that Fatḥ-‘Alī, who succeeded Buyūk, must have been the owner of Amīrzakariyā. This “assumption,” which was inconsistent with the legal facts, was inserted in the margin of the request for testimony, which was then submitted to the court as evidence.

Why did so many villagers assume that Fatḥ-‘Alī was the rightful owner of Amīrzakariyā? Although he had sold ownership of the village, Fatḥ-‘Alī

58 The handwriting of the jurist’s testimony and the names of the villagers are similar. It is reasonable to assume that the jurist who wrote the testimony in the margin also wrote the names of villagers who agreed to sign and that, if a villager had his own seal, he stamped it. Strictly speaking, we may not call these testimonies “the villagers’ own testimony.”

59 There is neither a testimony nor a note for the villagers of Nawjadih. In addition, I cannot read a testimony of another village whose name is illegible in my copy.

60 Although the main text of the request for testimony was prepared without any legal discrepancy, Fatḥ-‘Alī, from the beginning, may have expected to receive such testimony to recognize him as the present owner.
nevertheless remained influential there, not least because he retained water rights and remained involved in both cultivation and harvest. It appears that the separation of ownership of the village from ownership of the water rights was not well understood. There seems to have been an assumption among villagers – both those in Amīrzakariyā and those in neighboring villages – that possession of significant water rights indicated ongoing ownership of the village.

It is reasonable to assume that the residents of the neighboring villages cooperated with local Muslim jurists in an effort to put an end to the non-payment of rent by the villagers of Amīrzakariyā. This effort parallels Muḥammad-Ḥasan’s concern about the destabilization of the landlord’s position, as suggested by the marginal note on the written legal statement. The insubordination of the villagers of Amīrzakariyā, which undermined the landlord-peasant relations, was unacceptable to the local community of Arvanaq.

5 Litigants

**Fatḥ-’Alī Khān at the Court Trial**

On the day of the trial (5 Dhū-Qa‘da 1271/20 July 1855), ownership of at least half of Amīrzakariyā belonged to Asad Allāh. Nevertheless, only Fatḥ-’Alī Khān, the former owner, appeared in court as a litigant. In the end, the judgment dismissed the villagers’ claim to ownership and prohibited them from making such a claim again. Fatḥ-’Alī was declared to be the owner of the village.

While this document reports a direct oral claim by one of the villagers, Jahāngīr Beg, to hereditary ownership of the village, it does not record any of Fatḥ-’Alī’s assertions. Although Fatḥ-’Alī did not make a direct oral claim to ownership of the village, he attempted to demonstrate that his family had possessed the village since the middle of the 18th century by presenting several *shari‘a* documents as evidence. The judgment document records a summary of eight of these items. Jahāngīr Beg, by contrast, did not present any documentary evidence or witnesses.

A closer look at the documentary evidence sheds light on Fatḥ-’Alī’s strategy at the trial. Fatḥ-’Alī attempted to manipulate local assumptions that Amīrzakariyā had belonged to the Najafqulī Khān family since the middle of the 18th century and that, by right of inheritance, it was now owned by his heir, Fatḥ-’Alī. The Amīrzakariyā sale deed, dated 16 Rajab 1269/25 April 1853, is not one of the items in the documentary evidence, although Fatḥ-’Alī did submit the written legal statement (item no. 6 in Table 3) that reported the transfer of ownership. (The sale transaction is also mentioned in the judgment
document.) Fatḥ-‘Alī submitted the written legal statement in order to make the point that there had been no claims to the village by the villagers prior to the sale. Fatḥ-‘Alī did not explicitly claim that he owned the village at the trial, but he also did not submit a sale deed that would have verified Asad Allāh’s ownership of the village.

By contrast, the sharecropping contracts were formulated in accordance with the legal facts. Available documentation reveals that the peasants and Fatḥ-‘Alī drew up the contracts after the latter had recovered complete ownership (shish-dāng) on 11 Jumādā I 1272/19 January 1856. The first contract, written on 17 Jumādā 11 1272/24 February 1856, is a legal acknowledgment (iqrār-nāma) that was designed to acknowledge legal ownership, a seemingly necessary clarification in the aftermath of a case based on “ill-founded” testimonies of witnesses with a hazy understanding of the situation.

Why was Fatḥ-‘Alī a litigant in an ownership dispute in which he himself was not directly involved? I assume that the members of the local community asked him to act for the purpose of restoration of local order. As we have seen, Muḥammad-Ḥasan, the judge, stated in the written legal statement: “If this case is not settled, none of the landlords shall be an owner of land.” In the eyes of Muḥammad-Ḥasan, the villagers’ illegal occupation threatened both the landlords and local social order. In my view, fearing that peasants in neighboring villages would stop paying their rent, Muḥammad-Ḥasan asked Fatḥ-‘Alī to cooperate in order to maintain social order in that region. This is why Fatḥ-‘Alī had to appear in court.

The Villagers of Amīrzakariyā

An Investigation into the Villagers’ Assertions

The villagers’ statement at the trial merits attention. On the day following the judgment, 6 Dhū-Qa’dā 1271/21 July 1855, a legal acknowledgment (iqrār-nāma) was drafted in which the villagers publicly abandoned their claim. I call this document a “legal acknowledgment of approval” (of the judgment). Both the

61 Asnād 29601397 contains many documents relating to the sharecropping contract of Amīrzakariyā.

62 Fatḥ-‘Alī formulated a lease contract of waqf properties in Amīrzakariyā with the shrine of Shaykh Ṣafī on 7 Dhū-Qa’dā 1271/22 July 1855, only two days after the trial (Asnād 296010293), and before his recovery of complete ownership. It is not clear why Fatḥ-‘Alī was able to do this, other than that he may have regained the de facto administration of the village at that time.

63 Asnād 296011397.

64 In a personal communication, Prof. Sugimoto, a specialist in the early modern history of Japan at the Historiographical Institute, the University of Tokyo, explained that, in early
legal acknowledgment of approval and the judgment document record the villagers’ statement about their relationship with Fath-‘Ali. The judgment document states:65

Some soldiers who are originally from the village in question (sarbāzān-i qar’ya-‘i mazbūra) appeared. When we asked them what happened there, they answered: “This calamity (ghā‘ila) occurred as a result of Asad Allāh’s purchase. If he [viz., Fath-‘Ali] did not sell the village to Asad Allāh, we have no claim. He [viz., Fath-‘Ali] is a lord and we are tenants (īshān āqā st mā ra‘yāt).”

The legal acknowledgment of approval states:

On the date of writing of this document, all of the following villagers of Amīrzakariyā in Arvanaq acknowledged before me (dā‘ī).66


“We are tenants (ra‘yāt) and, thus, do not have any claim. We will pay nine shāhī for the rent of the orchard. As for the harvest [of the orchard], likewise, if Fath-‘Ali treats us in the same manner as did the late beyglarbeygī [viz., Buyūk], we do not have any further claim.” Some of them added: “We have been forced to attend [the trial] and do not have

modern Japan, a litigant might be requested to provide a “written approval” when a civil judgment was issued, although this custom was not strictly institutionalized and the document did not have a specific format. Because our legal acknowledgment is similar to the abovementioned written approval, I call it a legal acknowledgment of approval. It is worth noting that a similar legal custom was practiced in both early modern Japan and 19th-century Iran.

65 Azerī-Turkish has been the spoken language in Azerbaijan provinces down to the present time. Although the villagers’ oral statements must have been made in Azeri, they were recorded in Persian in the judgment document and the legal acknowledgment. Persian was the dominant written language in Azerbaijan. See further Hachioshi 1998: 119–27.

66 Werner states that “dā‘ī,” or “dā‘ī-‘i dawām-i dawlat-i qāhira,” in the complete form, literally “the one praying for the eternity of the conquering dynasty” (not an Ismā‘īlī missionary!), is the most popular self-appellation of Iranian Shi‘ī ‘ulamā’ (Werner 2000: 267; 2003: 35).
any claim at all.” In short, what they said was: “Please treat us as the late beyglarbeygī did. We do not have any stipulations except for this condition.” These few words were written as a memorandum (yāddāsht) of their acknowledgment so that one might refer to it in the event of necessity. Written on 6 Dhu-Qa‘da 1271/21 July 1855.

The statement repeated by the villagers, “we are tenants,” signals their obedience to Fath-‘Ali. They stated that if Fath-‘Ali was their landlord, then they had no claim and, in addition, they asserted that the purchase of the village by Asad Allāh had caused trouble. Their request to “treat us in the same manner as did the late beyglarbeygī [viz., Buyūk]” presumably included the accusation that Fath-‘Ali sold the village to Asad Allāh.

“A third person” also pointed out that the villagers’ claim arose at the time of the sale of Amīrzakariyā to Asad Allāh. Muḥammad-Ḥasan, the judge, had already referred to the origin of the case in the margin of the aforementioned written legal statement. This document demonstrates that Muḥammad-Ḥasan was aware of the origins of the dispute.

The villagers in court were not united. Their assertion that “we have been forced to attend” indicates that not all of the villagers attempted to resist the landlord. According to the judgment document, the villager who claimed ownership was Jahāngīr Beg, who was supported by a certain Mīrzā Mūsā. These two men were distinguished from the other villagers, who were ordinary peasants or sharecroppers (raitāyat). Jahāngīr Beg is described as holding the office of nā‘īb, or deputy, in addition to holding the rank of “Beg,” i.e., a middle level government official or military officer. “Mīrzā” in Mīrzā Mūsā suggests that he was an intellectual or bureaucrat.67 Although our judgment document includes these two men among the “villagers” (ra‘āyā) for convenience, their names are never found among the “hampā peasants” of the village in a series of contractual documents in the file Asnād 296011397. This suggests that these two men were not wealthy peasants. They enjoyed a much higher status than hampā peasants in the village. Moreover, although they had great influence in the village, they may have been absentees.

In turn, the villagers of Amīrzakariyā were also divided into two groups: those who were rebellious and influential, and those who followed them. The former group was composed of the village elders, including Jahāngīr Beg, Mīrzā Mūsā, and their supporters; the latter were mostly ordinary sharecroppers.

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67 In the Safavid and Qājār periods, when the word “Mīrzā,” literally “prince” (amīrzāda), follows the name, the holder was regarded as a member of the royal family. When “Mīrzā” precedes the name, it is an appellation for a scribe and writer.
the judgment document, the village elders are identified by name, as recorded subsequently. It was the village elders who provoked the sharecroppers to stop paying rent and to resist the landlord.

b Sharecropping Contract (muzāra'a)
Why did the villagers, ordinary sharecroppers, refuse to pay rent and support the claim of the village elders to ownership of the village? I assume that the elders provoked the sharecroppers to act against the new landlord by telling them about changes in the sharecropping contract. These ordinary villagers no doubt preferred to maintain the status quo in their relationship with the landlord. This assumption is supported by analysis of the legal acknowledgment, which points to the subordinate role of the ordinary villagers. Their statement that “we have been forced to attend [the trial] and do not have any claim at all” suggests that they were merely “accomplices.” The “principals” in this case were the village elders, namely, Jahāngīr Beg and Mīrzā Mūsā.

The sharecroppers’ desire to preserve the contractual status quo and their relationship with the landlord explains why they accepted the elders’ instigation. The legal acknowledgment suggests that the ordinary villagers preferred to maintain the established relationship and, moreover, were sympathetic to the Najafqulī Khān family, which had owned the village for approximately 100 years, beginning in the middle of the 18th century. However, we cannot easily assume a good relationship or mutual trust between the villagers and the landlord family. In his field study of Iranian villages in the middle of the 20th century, Ōno noted a severe distrust between landlords and tenants.68 The statements included in the legal acknowledgment and in the judgment document suggest that the villagers preferred to maintain the status quo in the “mālik-ra’īyat” system, although these documents do not say anything directly about Fatḥ-ʻAlī’s behavior as a landlord.

In my view, the sharecropping contract was central to the villagers’ support for Fatḥ-ʻAlī’s ownership. The aforementioned marginal note by Muḥammad-Hasan states:

He is God of the World.

As written in the main text, I (dāī) carefully inspected the deed of division of the late Najafqulī Khān’s estate. Amūr zakariyā village was divided equally between the late Khudādād Khān and Jahāngīr Beg. The document contains no defect. While the beyglarbeygī [viz., Buyūk] was alive, the village was possessed by him without any claim or objection, and

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68 Ōno 1971: 58.
after his demise, it was held by his heir. I have never heard that the peasants claimed ownership of it or occupied it during those days. They began to claim ownership very recently. Their occupation/usufruct (taṣarruf) is not based on ownership but rather on the sharecropping contract. If this case is not settled, none of the landlords shall be an owner of land. God knows everything. Written by me (dā'ī), seal: Muḥammad-Ḥasan.

Muḥammad-Ḥasan maintains that the sharecropping contract is the major reason for the villagers’ claim to the village. Two other legal acknowledgments, drafted after the dispute, indicate that the earlier contractual conditions were reinstated. These new contracts explain why it was important to keep the conditions of sharecropping unchanged. After Fath-ʿAli recovered complete ownership, two villagers formulated their sharecropping contract with him on 17 Jumādā II 1272/24 February 1856. In both cases, the villagers agreed to pay three-tenths of the summer and winter harvest to Fath-ʿAli. This agreement was similar to the sharecropping contract concluded by Buyūk in 1246/1830 or 31, as inscribed in the aforementioned judgment document.

Based on my study of these documents, I maintain that Asad Allāh’s purchase of the village and his purported attempt to change the sharecropping contract triggered the dispute. I assume that the village elders told the ordinary villagers that the new owner was planning to introduce changes in the sharecropping contract and then provoked them to “occupy” the village, i.e., to resist the new landlord. In fact, they stopped paying rent.

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69 These two villagers formulated the contract in a separate legal acknowledgment (iqrārnāma). Asnād 29601397.

70 I translate one here: “Masḥadī Ḥusayn, son of Jaʿfarvīrdī, clearly acknowledged that he must pay three-tenths of the summer and winter harvest to agents of Fath-ʿAli. For the orchard, he must pay six tūmān per one kharwār. These few words were written in the format of a legal acknowledgment. Written on 17 Jumādā II 1272/24 February 1856.”

71 We can assume other scenarios. For instance, a new owner, Asad Allāh, attempted to change some of the conditions of the previous contract. Angered, the villagers refused to pay rent. The rent of approximately three-tenths of the harvest is likely to have been very common in Iran. Details of sharecropping arrangements can be found in Lambton. In another case, the notable Ἀlam family in Bīrjand, the southeast part of Iran, received one-third of the harvest from peasants in the second half of the 20th century (Hara 1997: 154). We may speculate that Asad Allāh did not actually change the conditions in the contract, but that the village elders provoked the sharecroppers into refusing to pay rent, sparking the possibility of a change to the contract. Alternatively, it might be that the village elders suggested to the villagers that a change to the contract was to be made, encouraging them to refuse to pay rent as protest – and in order better to position themselves with respect to claiming village ownership.
If so, it is also reasonable to assume that Fatḥ-ʻAlī recovered complete ownership of the village in an effort to persuade the villagers to back down. As a result, the village elders who instigated the dispute lost their pretext for provoking the ordinary villagers to refuse payment of the rent. Since the local ʻulamā’ were probably seeking such an outcome, they asked Fatḥ-ʻAlī to become an owner again. The modest statement by the villagers supports my argument. Fatḥ-ʻAlī did acquire complete ownership of the village, which suggests that, at least in this case, he was expected to act according to the request of the local community and could not freely exercise his right to buy and sell his own private property.

6 After the Trial

Court Participants’ Understanding of the Dispute

In revisiting the judgment document and analyzing both the main text and the marginal notes, I argue that some of the court participants, including the judge, who had accurate legal knowledge of this case, attempted to manipulate the information in an effort to settle the dispute. In other words, the court tried to present the case and dispute in a different form: whereas the villagers had rebelled against the landlord, the court interpreted their behavior as a legal dispute and placed it in a judicial framework. As noted, the judgment document rejects the villagers’ claim and declares Fatḥ-ʻAlī to be the owner of the village, despite the fact that, legally, he did not hold complete ownership of the village at that time. A similar misunderstanding was observed in the request for testimony (istishhād-nāma). The judgment document, which refers to Asad Allāh’s purchase of Amīrzakariyā, does not explain why Asad Allāh failed to appear in court or why Fatḥ-ʻAlī appeared as a litigant. Fatḥ-ʻAlī recovered complete ownership six months after the court trial, despite the fact that, legally, Asad Allāh owned at least one-half, si-dāng, if not all, of Amīrzakariyā on the day of the trial. The judgment document, which should have identified the legal facts of the case, wrongly identified the owner of the village.

The judge and at least one of the court participants had accurate information about the legal ownership of Amīrzakariyā. However, the deed of sale between Fatḥ-ʻAlī and Asad Allāh, dated 1269/1853 (Asnād 296011281), was not included in the documents submitted by Fatḥ-ʻAlī to the court. Yet, the note

72 Werner points to the case of the village of Khwāja near Tabrīz in the first half of the 19th century, noting that landlords were powerless when peasants refused to pay rent (Werner 2000: 283, 284).
inserted by Muḥammad-Ḥasan, the trial judge, in the margin of the written legal statement mentions the sale of Amīrzakariyā to Asad Allāh. The judge must have had exact knowledge of the legal ownership of the village. Apart from him, there was at least one court participant who knew the identity of the legal owner of the village. This man was Mīrzā Yūsuf (viz., Mīrzā Muḥammad-Yūsuf), a prominent Azerbaijanī jurist who attended the trial and who sealed and endorsed the Amīrzakariyā sale deed, transferring ownership from Faṭḥ-‘Alī to Asad Allāh.73 Clearly, Mīrzā Yūsuf also knew about the sale of the village.

Although the transfer of ownership was recorded in the judgment document, the judgment declared Faṭḥ-‘Alī to be the real owner of the village. This occurred, in my view, because the court participants manipulated the information. The court participants were reluctant to take into consideration the sale transaction of 1269/1853, and explained the case solely in terms of the villagers’ challenge against Faṭḥ-‘Alī. The short reference to the sale, that is, “the villagers began to claim after the sale,” may have been added in order to emphasize the invalidity of the villagers’ claim. Thus, the influential jurists attempted to utilize the hazy understanding of ownership of Amīrzakariyā in order to issue a judgment against the villagers.

Participants’ Views in the Marginal Notes of the Judgment Document

A comparison of the main text of the judgment document and the marginal notes written by the court participants indicates that Faṭḥ-‘Alī’s sale of Amīrzakariyā to Asad Allāh was totally ignored by the court participants who were not jurists. The margin of the judgment document contains several notes, some of them written by court participants. I focus on two notes that include a lengthy description.74 One was written by Nādirqulī Khān, the host of the court.75 The other, sealed by several people, summarizes the trial procedure and the judgment. I shall now compare these two notes with the main text of

73 The same seal is observed in both the judgment document (original and copy) and the sale settlement of 1269/1853. The inscription of the seal is “Muḥammad-Yūsuf ibn Muḥammad Bāqir al-Ḥasanī al-Ḥusaynī 1266.”

74 One of the two notes is seen only in the copy. Apart from these notes, there are only simple formulaic clauses, such as: “I attested to the main text.”

75 There are slight differences between the copy (Asnād 296012505) and the original (Asnād 29601397) in Nādirqulī’s note. The note in the copy provides more information. There is at least one original document in which Nādirqulī wrote a more detailed note. Muḥammad-Ḥasan, the author of the document, compared our copy with another original document, and certified and endorsed it. Thus its validity is highly reliable. The note in our original document briefly says: “The contents that were written in the main text and the margin are the description of what happened.”
the judgment document to identify which points were omitted. Nādirqulī writes in the margin:

With regard to the claim of the villagers of Amīrizakariyā, dignitaries (āqāyān) were present at my residence and we held a court. The villagers were questioned and required to show documentary evidence. But they did not submit any documents and gave no reasonable statement. Based on reliable documents submitted by Fath-‘Alī Khān, his ownership was established (mālikiyat-i mushār ilayh thābit gardand). Until such time as the villagers legally establish their rebuttal to our judgment, the village must be held by Fath-‘Alī. After our court has issued the binding legal verdict (ḥukm-i shar‘-i muṭā’), all are required to act according to it.

The other note states:76

As is mentioned in the main text, we inspected the old deeds [of Fath-‘Alī Khān]. The villagers had neither valid assertions nor reliable evidence. Therefore, unless the villagers receive a legal verdict that refutes our judgment, it is obvious that the village in question must be held by Fath-‘Alī Khān in the form of legal ownership. Written on 5 Dhū-Qa‘da 1271/20 July 1855.

Both notes, which have almost the same content, support Fath-‘Alī’s ownership of Amīrizakariyā, but do not refer to Asad Allāh’s purchase of the village, thereby reducing the case to a dispute between Fath-‘Alī and the villagers. While the first note was written by Nādirqulī, the host of the trial, the second was written and sealed by Ḥāji Kāẓim, a merchant (tājir), and two others, on the same day that the judgment document itself was written. These three men were probably not scholars or jurists,77 and we therefore should not assume that they had accurate information about the legal facts of this case. It is astonishing that even Nādirqulī Khān, who was the host, was unaware of the legal facts about who truly owned the village. Because most parties assumed that Fath-‘Alī was the de facto owner of the village, Nādirqulī Khān neglected to request that Asad Allāh, the real owner, appear in court.

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76 Both the original and the copy have the same note with only slight variations.
77 In general, when Shi‘i jurists endorse or write a note, they add a formulaic Arabic clause: “Written by me” (ḥarra-hu al-dā‘ī) and then seal it. I do not consider Ḥāji Kāẓim and the other two men as jurists because none of them used this phrase.
Muḥammad-Ḥasan and other ‘ulamā’ manipulated other court participants and the host in an effort to frame the case as a dispute between Fath-ʿAlī and the villagers, despite the fact that some of the documentary evidence referred to Asad Allāh’s purchase of the village. Although legally inaccurate, most of the local residents believed that Fath-ʿAlī was the rightful owner of the village, and he was treated as the de facto owner of the village at the trial, notwithstanding the fact that he had already sold the village to Asad Allāh.

Local Officials’ Understanding of the Dispute

I turn now to the semiofficial correspondence (reports about the case written after the court trial) to establish how information about the dispute was understood by local officials.78 A certain Muḥammad-Ṣādiq, a high-ranking official in the local government, wrote this semiofficial correspondence to Nādirqulī Khān in Dhū-Qu’dā 1271/July or August 1855, although not earlier than 5 Dhū-Qu’dā 1271/20 July 1855, the day of the trial.79 This document is not a contractual deed, judgment or written legal statement, but, rather, semiofficial correspondence in which the government official presents his understanding of the case. The format of this document is very simple without any notes or seals. The description of the case in this document differs from that in the aforementioned shariʿa documents:

His Excellency, my Honorable dear friend [viz., Nādirqulī Khān]:

Some of the villagers of Amīrzakariyā in Arvanaq began to claim their ownership of the hereditary property (milkī mawrūthī) of his Excellency, the honorable Fatḥ-ʿAlī Khān, the close associate of the court: “We are owners of that village, and his Excellency [viz., Fatḥ-ʿAlī] has illegally (bi khilāf-i ḥaqq) seized our property.” An investigation into the case was required in accordance with sacred Islamic law, and I therefore decided to do the following: convene a court (majlis); ask some of the most knowledgeable scholars (‘ulamā’-i a’lām) of the region to participate in it; summon the litigants from both sides; examine the aforementioned case in the presence of his Excellency, the honorable friend [viz.,

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78 Asnād 296009880.
79 On the verso of the correspondence, there is a seal and a short notice. The seal identifies the sender, while the notice indicates the addressee. The inscription of the seal is “Ufuwwiḍ amrī ilā Allāh ‘Abd-hu Muḥammad-Ṣādiq.” I cannot find further information about this Muḥammad-Ṣādiq. The short notice states: “Nādirqulī Khān, governor of Arvanaq and Anzāb, pray read [this correspondence].” According to its context and style, Muḥammad-Ṣādiq’s rank was higher than Nādirqulī’s.
Nādirqulī; disclose the truth; and, then, draft a judgment document after the trial and stamp a seal on it. Because both sides are required to act according to the judgment, there are no further claims (ḥarf wa guft-gū). On Friday, the fifth of this month, his Excellencies, the eminent, learned, Ākhund Muhammad-Ḥasan the prayer leader (pīsh-namāz), Mīrzā ‘Abd al-Raḥīm qāḍī, Mīrzā Bāqir and others visited the private residence of his Excellence [viz., Nādirqulī] with great honor, spent an enormous amount of time and made an exhaustive and precise inquiry. Based on the legal verdicts, sharī’a, and customary documents (aḥkām wa niwish-tajāt-i shar’iya wa ‘urfīya) submitted by his Excellency Fath-‘Alī Khān, the agreement between the contents of the documents and the circumstantial evidence (qarā’in-i dākhila wa khārija), and the villagers’ own statements (taqrīrāt), it has become obvious and reasonable to the court participants that the village in question must have been owned by the ancestors of his Excellence [viz., Fath-‘Alī] for a long time. Therefore, they drafted a judgment document about the case and sealed it. His Excellency [viz., Nādirqulī] also recorded his own testimony (shahādat): “Until the villagers legally establish their rebuttal to our judgment in the presence of a judge, hākim-i shar’, the village must be owned by Fath-‘Alī Khān.” Hence, his Excellency, my dear friend [viz., Nādirqulī], shall stringently order that the aforementioned village must be held by the agents of his Excellency [viz., Fath-‘Alī], and no one can impede it. The villagers and peasants must pay his ownership allowance (bahra-i mālikāna) for the previous year, the present year, i.e., the year of the Rabbit, and the following years, correctly and entirely, and never violate or resist the agreement. They act upon what was written here and must never infringe upon it. Written in the month of Dhū-Qa’da 1271/July or August 1855.

The text indicates that Muḥammad-Ṣādiq was a high-ranking official in the Azerbaijan provincial government and superior to Nādirqulī Khān, who was governor of Arvanaq. More importantly, the document exposes the practical administrative realities of implementing a court decision. Muḥammad-Ṣādiq had specific information about the dispute before the trial and sought the solution of the dispute as a government official.

This correspondence was written in accordance with the judgment document and, hence, recognizes Fath-‘Alī as the owner of Amīrzakariyā, totally ignoring the fact that the purchase of the village by Asad Allāh triggered the villagers’ claim and their refusal to pay rent. This document briefly summarizes the case as a dispute between Fath-‘Alī and the villagers. The citation of Nādirqulī’s marginal note likewise suggests that the author accepted his simple
understanding of the case, as well as his disregard for Asad Allāh’s involvement.

At the same time, the description of the villagers’ attitudes toward Fatḥ-‘Alī in the correspondence differs from the description in the judgment document. Whereas the judgment document does not convey any accusation by the villagers against Fatḥ-‘Alī, according to the correspondence, the villagers criticized Fatḥ-‘Alī, saying that he had “illegally” seized their property. Muḥammad-Ṣādiq, the author of the correspondence, regarded the cause of the dispute over Amīrzakariyā as the villagers’ challenge against Fatḥ-‘Alī’s ownership. As noted in the previous section, we cannot explain the relationship between the villagers and Fatḥ-‘Alī in this manner. The legal acknowledgment and the judgment document indicate that the villagers’ feelings toward Fatḥ-‘Alī were complex but not antagonistic.

Muḥammad-Ṣādiq assumed that Fatḥ-‘Alī inherited ownership of the village from his ancestors. This “ambivalent assumption” had more influence than the accurate understanding of the legal facts. We may say that the local government did not require legal accuracy for the settlement of the dispute. The local official omitted information about both the transfer of ownership of the village and the origins of the dispute. Muḥammad-Ṣādiq understood that the villagers had challenged Fatḥ-‘Alī’s ownership and claimed their right to the village, and it was this version of the case that is reproduced in his semiofficial correspondence.

The case narrative changed over the course of the trial and its aftermath. The judgment document does refer to Asad Allāh’s purchase of Amīrzakariyā, but declares Fatḥ-‘Alī to be owner. Both the court participants and the government official omitted any information about Asad Allāh’s purchase of the village. The narrative was thus transformed into one in which Fatḥ-‘Alī continuously possessed Amīrzakariyā and the villagers illegally claimed ownership. The changes in the narratives are a consequence of the jurists’ manipulation of information and the third parties’ strong support for the status quo.

**Conclusion**

Several local parties in Arvanaq attempted to restore social order when ownership of Amīrzakariyā was challenged. This enigmatic dispute produced several *shariʿa* documents and a semiofficial correspondence. I have analyzed these documents in an attempt to shed light on changing understandings of the dispute and the role of third parties in the case. The legal transfer of ownership was not always acknowledged, even by local residents, in part because the
19th-century Iranian judicial system did not produce Ottoman style *sharī’a*-court records that might yield a clear picture of ownership. The legal facts were misunderstood and misrepresented by villagers, local officials, and court participants alike. Consequently, there was a discrepancy between the legal facts and third parties’ understanding of the case. The separation of water rights from land ownership also contributed to a misunderstanding of who was the legal owner. Fatḥ-‘Alī certainly had water rights after the sale of the village; thus, he continued to be involved in the agricultural affairs in the village and was apparently viewed by the local residents, including villagers, local officials, and ‘ulamā’, as the current legal owner. The legal experts manipulated the information at their disposal and utilized the hazy understanding of who in fact owned Amīrzakariyā in order to settle the situation in favor of Fath-‘Ali. The court was reluctant to acknowledge the legal facts and did not take into account the villagers’ assertions of ownership. The comparative analysis of different type of sources sheds light on the actual struggle within the local community.

The villagers were not united and, in all likelihood, the village elders provoked most of the ordinary villagers to withhold payment of rent. The local residents of Arvanaq, particularly the jurists, regarded this case as a threat to social order and sought a solution. Muḥammad-Ḥasan, who took the initiative at the trial, drew attention to the destabilizing potential of this case in the marginal note on the written legal statement. I have argued that he found it necessary to separate most of the villagers from the instigators in order to restore order and reestablish the landlord-peasant relationship in the village. Muḥammad-Ḥasan no doubt assumed that if Fath-‘Ali recovered ownership of the land and reinstated the sharecropping contract with the villagers, most of the villagers would be content and then resume their rent payments, thereby bringing an end to the “occupation” of the village.

At the court trial, Fath-‘Ali Khān was asked to satisfy the expectation of the local residents, including the jurists and the residents of the neighboring villages. Therefore, he repurchased the village from Asad Allāh. Muḥammad-Ḥasan’s statement that, “if this case is not settled, none of the landlords shall be an owner of land,” points to his concern to reestablish social order and to prevent the spread of the occupation (*taṣarruf*) and non-payment of rent to neighboring villages. Fath-‘Ali was no doubt acting at the behest of others to

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80 In Aintab court records from 1540–41, local residents did understand how the court records, which transcribe earlier contracts and transactions, might support their assertions and claims (Peirce 2003: 282).
maintain local social and fiscal order. He was asked, or perhaps forced, to co-operate with the local residents of Arvanaq in an attempt to restore order.

Fatḥ-‘Alī’s reinstallation as owner of Amīrzakariyā was the result of complex interactions between influential jurists, local officials, villagers of Amīrzakariyā, and residents of the neighboring villages. Those parties exploited the ambivalent understanding of ownership of the village. As noted by Ōno, in the Iranian countryside, the peasants’ subordinate position vis-à-vis landlords was not limited to the economic realm, but extended to personal status, resulting in distrust between them.81 It is likely that sensitive relationships like this easily deteriorated when a new landlord took over, or when a sharecropping contract was revised – or, indeed, was even rumored to have been revised. For these reasons, villagers’ wishes and the will of local elites sometimes coincided, in which case, the villagers and the local elites cooperated in order to regulate reinstallation of the former owner for the purpose of maintaining the status quo with regard to land ownership.82

The position of landlords or owners was not absolute in 19th-century Iranian villages. In response to a request from local residents, an agent – a Muslim jurist or local official – sometimes intervened in the affairs of a landlord and his (or her) properties and he could even reassign ownership to a previous landlord. Under certain conditions, landlords were unable to sell their property as they wished. At the same time, the multilayered ownership of land and water inside the village also merits attention. In a district like Azerbaijan, where irrigation is not essential, water rights are sometimes separated from land ownership. This separation may have made land ownership of the village murky and hazy. A change in landownership might trigger significant social mobility, and, hence, local Iranian elites needed to work together to try to maintain order and peace in their region and community.

Appendix

The translation of the judgment document (maḥḍar) dated 5 Dhū-ʿQa’dā al-ḥarām 1271/20 July 1855

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81 Ōno 1971: 18, 58.
82 Werner discusses a peasant rebellion after a landlord’s death (Werner 2000: 283) that resembles our case in some respects. It is reasonable to assume that, in Iranian rural communities, the inheritance and the transfer of ownership of villages sometimes caused uncertainty.
For some time, a dispute and altercation existed between His Exalted Excellency, Fath-‘Ali Khan, the close associate of the court, and villagers of Amirzakariya with regard to usufruct and ownership of the village. Therefore, on the date of writing, we summoned both sides. Firstly, we interrogated the villagers: “What do you claim and what are your reasonable assertions?” Mirza Musa and the villagers replied: “We do not have any assertions at this trial.” Only Jahangir Beg nā‘ib said: “This village is my absolute possession (māl-i khud-i mān) and we have possessed the village generation after generation (aban ‘an jadd mutaṣarrif hastīm) since the time of “they said Yes” (qālū balā), i.e., the Creation of the World.” We repeatedly asked the villagers to present their reasonable assertions and claims; however, they declined to do so. We then asked for documentary evidence from the aforementioned His Excellency [viz., Fath-‘Ali]. He submitted reliable deeds and written legal statements as follows:

- A sale contract of the late Najafquli Khan, the former beyglarbeygi of Tabriz. He purchased complete ownership (shish-dāng) of Amirzakariya in 1195/1781. The contract bears the seal (muhr) of the late Mirza Muhammad-Taqi qāddi and other ‘ulamā’.

- A contract of the division of the estate of the former beyglarbeygi bearing the seals of reliable ‘ulamā’ and amirs of Tabriz: there is no defect in the contract. They divided Amirzakariya equally between the late Khudādād Khan and Jahāngīr Beg. Written in 1199/1784.

- A reliable contract of settlement bearing the seal of the late Ḥujjat al-Islām, the late Imām-Jum’a (the Friday prayer leader), the late Mīrzā Muḥammad-Ja’far, the present Mujtahid, the Shaykh al-Islām, Mīrzā Hāshim-Āqā, and other reliable persons: His Excellency Kūchik Khan, the close associate of the court, transferred the profit of his own share from the joint property to his brother beyglarbeygi [viz., Buyūk Khan] by the contract of settlement. Complete ownership of the village was included in the joint property. Written in 1249/1834.

- A contract of the division of property between the late beyglarbeygi [viz., Buyūk] and Kūchik Khan in 1253/1837: they decided to distribute complete ownership of the village to the beyglarbeygi. The contract bears the seals of the late Ḥujjat al-Islām, the late Imām-Jum’a, the late ‘Abd al-Jabbār qāddi, Niẓām al-‘ulamā’ Ḥājī Mullā Maḥmūd, and other eminent ‘ulamā’. A marginal note by the late daughter

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83 This invocation is not found in the original document.
84 This Najafquli Khan was a prominent governor of Tabriz in the second half of the 18th century as discussed in the main text of this article. He was famous for being “the former beyglarbeygi of Tabriz” even in the late 19th century.
of Khudādād Khān, which was written by Āqā Ḥusayn on her behalf and bears her own seal, gave permission for this distribution.

– A sharecropping contract, written and sealed by Ākhund Mullā 'Alī-Âshghar Amīrzakariyā’ī: five peasants of the village formulated a sharecropping contract with the late beyglarbeygī in 1246/1830 or 31 in which they agreed to pay three-tenths of the harvest to the latter.

– A separate written legal statement, which the mujtahid [viz., Mīrzā Bāqir] wrote recently, as follows: “Prior to the purchase by Ākhund Mullā Asad Allāh, the village was held by the late beyglarbeygī [viz., Buyūk Khān] and after him held by his heir.85 We have never heard of any claim from the villagers or others. It was only after Asad Allāh’s purchase that the villagers began to make claims (bi maqām-i iddi‘ā’ bar āmada and).”

– The decree of the late Crown Prince in 1227/1812 and the request for testimony, written and attested to by some residents of Arvanaq and certified by the ‘ulamā’ of the respective villages. Written in the year of the Rabbit. In addition to these documents, sharī’a and customary documents (niwishtajāt-i shar’īya wa ‘urfīya) were separately inspected (mulāḥiẓa shud).

After the inspection of those documents, we interrogated Mīrzā Mūsā and Jahāngīr Beg again: “Do you have documents to show against the above items?” [They replied,] “We have no claim at this trial and we do not have any documents.” In the end, after the inspection of the reliable documents and the agreement between the contents of the documents and circumstantial evidence (qarā'in-i dākhila wa khārija), it became obvious to me (dā‘ī) that from the time of Najafqulī Khān, the former beyglarbeygī of Tabrīz, until Asad Allāh’s purchase, [Amīrzakariyā] was in the possession of the late Najafqulī Khān beyglarbeygī [viz., Buyūk] from hand to hand and was owned by him during his lifetime and, after his death, by his heirs. In addition, I possess personal knowledge that the village was owned by the late beyglarbeygī [viz., Buyūk] and, after his death, by his heir, until the aforementioned purchase, and only after that did the villagers begin to claim it. After these incidents, some soldiers (sarbāzān) who were originally from the village in question appeared. When we asked them what happened there, they answered: “This calamity (ghā‘ila) occurred as a result of Asad Allāh’s purchase. If he [viz., Fatḥ-‘Alī] did not sell the village to Asad Allāh, we have no claim. He [viz., Fatḥ-‘Alī] is a lord, and we are tenants (īshān āqā st mā ra‘īyat).”

As a result, so long as the villagers have not proven their claim by explaining it before an authorized judge (ḥākim-i shar‘-i jā‘iz al-ḥukūma) and the legal verdict has not

85 The copy (Asnād 296012505) has a different phrase here: “Prior to its purchase by Asad Allāh, the village was transferred from the heir of the late Najafqulī Khān [viz., Buyūk] beyglarbeygī to Asad Allāh approximately two years ago.”
been issued, the village is owned by His Excellency Fath-‘Ali Khān, the close associate of the court, and the villagers should not under any pretense whatsoever disturb the village and shall not be hinderers and obstructers. Knowledge is with God and the proof of the news shall be manifested. Written on 5 Dhū-Qa’dā al-ḥarām 1271/20 July 1855. Written by me (dā’ī), seal: the confident in God, who is Free of need, his slave Muḥammad-Ḥasan.

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