

faith, or a redemption purchase. The terms of this type of sale, as unfailingly recorded in the court register for each such case, were that the seller had the right to buy back the lands for the same price s/he sold them.³⁹¹ In some cases this stipulation was limited by a timeframe of a certain number of years; usually it was open-ended. Interest was often charged on mortgages as well as other types of loans through legal fictions. Someone who mortgaged his residence might “rent it” until he repaid the amount borrowed.³⁹² Someone who borrowed cash or mortgaged his property would also “purchase” an “item”, often described as a silver watch, from the loaner. To illustrate, when Yūsif Idrīs of Hebron borrowed from an orphaned minor 1,325 kuruş for a period of three years, he also “purchased” from the minor a silver watch, for 425 kuruş, equivalent in value to 32 percent of the loan.³⁹³ When al-Hajj Hassan b. al-Hajj Muhammad Farāḥ of Hebron borrowed 1,500 kuruş, he mortgaged an ‘*aliyye* (upper-floor apartment) in his house (*dār*) and also agreed to “purchase” two watches for 450 kuruş, equal to precisely 30 percent of the loan.³⁹⁴

³⁹¹ See, for example, HR 1 / 154 / 306 (14 Rajab 1284 / 11 November 1867).

³⁹² See, for example, HR 14 / 53 / 168 (20 Rabi’ I 1309 / 24 October 1891).

³⁹³ HR 18 / 6 / 15 (29 Sha’ban 1315 / 23 January 1898).

³⁹⁴ HR 14 / 124 / 399 (25 Rabi’ II 1309 / 28 November 1891). These euphemisms were common throughout the Empire. For those used in Istanbul, see Timur Kuran, *The Long Divergence: How Islamic Law Held Back the Middle East* (Princeton: Princeton University Press, 2011): 150.