

shares here indicates that the lands were owned collectively. An analysis of the family names that are identifiable among the nineteen shareholders/sellers named in the case appears to indicate that every family in the village was represented among them.⁴⁰² Given that the land was held in shares (*sahm*), and taking into account the broad representation of village families named in the case, it appears reasonable to conclude that the land was musha and was periodically re-distributed among the shareholders, even though it was not declared so in court or in the *Emlak* registers recorded two decades previously. This was not the only such case. As has been shown, in the *Emlak* register neither Halhul nor Sa'ir had declared any of their lands to be musha, however court records demonstrate that both villages had musha land and continued to preserve their shareholding arrangement into the twentieth century.⁴⁰³ This omission should not be understood as a fault of the recording system or as deception on the part of the villagers. As was shown in Chapter 3, a variety of methods of recording ownership were permitted in the *Emlak* registers, including musha. The method recorded appears to have been dependent on the wishes of the villagers. The Jamrūra land being mortgaged by the Bayt Kāḥil villagers was, it appears, technically musha. However, since it also appears that it had been registered in the tapu as a multi-partner partnership,

⁴⁰² Compare footnotes 404 and 405, below.

⁴⁰³ In 1909 fifteen villagers from Halhul appeared in the sharia court to appoint a legal spokesperson (*wakīl*) for them in a dispute over ownership of 60 feddans brought against them by villagers from Shuyukh. The land, called al-Waradāt, belonged to the village of al-'Arrub and was bordered to the east by musha lands of Shuyukh and musha lands of Sa 'ir, and to the west by musha lands of Halhul. HR 14 / 15 / 32 (6 Sha 'aban 1327 / 23 August 1909).