

certainty is that regardless of the manner in which the ownership situation was defined on paper, the situation on the ground was known and honored by the villagers themselves and, it appears, Ottoman law was flexible enough to accommodate the situation.

The court case demonstrates that the nineteen owners were following the letter of the law. It cannot be argued that they were ignorant of it or did not fully understand it. Concomitantly, it can be argued that this case and the two preceding it clearly demonstrate that these villagers in the 1890s were conversant with the land laws and rules of procedure related to them. In fact, the attention to detail that the *Emlak* register reveals, line after line for more than three-hundred pages, indicates that the land registration process on the ground in the Hebron district was taken quite seriously by locals, at least for tax purposes.

Part Two: The Mortgage

So far, this discussion has focused on the sellers and their land. Now we may turn to the terms of the mortgage and the interesting case of the buyers. Each seller in turn made a declaration before the court regarding the number of shares he was selling, and the price he received for them. The sale contained a written stipulation characteristic of the *bay' wifā* sale (i.e. mortgage): the sellers could purchase their lands back for the same price that they sold them. In this case a time limit of four years limited this usually timeless stipulation.⁴⁰⁹ The court record also explicitly stated that should the sellers not repay the mortgage, the

⁴⁰⁹ I base these observations on my investigation of the Hebron sharia court registers from 1867-1914.