

on lending the money for interest and not on buying real estate.”⁴¹⁷ This is why some loans were given in exchange for properties that would be rather impossible to sell, for example, one-third of three apartments (*‘aliyyes*) within a house along with one-third of an outhouse (*bayt rāḥa*).⁴¹⁸ The idea that payback was the goal of the loan is also the reason why many loaners took borrowers to court in an attempt to retrieve their loans, such as, for example, ‘Āisha bint Sulīmān ‘Āshūr al-‘Ajlūnī and Maryam bint Ahmad al-(l)skāfī of Hebron. They brought a lawsuit in late 1891 against an individual who had mortgaged to them an *‘aliyye* in his house (*dār*) thirty-five months earlier in exchange for 1,000 kuruş and 150 kuruş annual “rent” payments. Their demand in court was that either they receive the money owed them or be allowed to sell the property.⁴¹⁹ It also occurred that the loaner was asked to be patient, because the borrower had come to court, acknowledged the loan and testified of his inability to repay it at that time.⁴²⁰

In other cases, the mortgager approached the court not in an attempt to reclaim his or her loaned money but, rather, with a request that s/he be permitted to sell the

⁴¹⁷ Iris Agmon, *Family & Court: Legal Culture and Modernity in Late Ottoman Palestine* (Syracuse: Syracuse University Press, 2006): 7.

⁴¹⁸ HR 4 / 81 / 633 ((27 Rabi ‘I 1287 / 27 June 1870) .

⁴¹⁹ HR 14 / 53 / 168 (20 Rabi ‘ I 1309 / 24 October 1891). For other examples of this ruling see HR 5 / 59 / 31 (26 Sh’aban 1288 / 10 November 1871); HR 5 / 64 / 51 (15 Ramadan 1288 / 28 November 1871) . HR 18 / 68 / 52 (27 Jumadi II 1316 / 12 November 1898) .

⁴²⁰ For example: HR 5 / 19 / 285 (16 Rabi II 1288 / 5 July 1871).