CONTINUITY AND CHANGE
IN THE REALMS OF ISLAM

Studies in Honour of
Professor Urbain Vermeulen

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THE ROLE OF INTERPRETERS IN ALEXANDRIA
IN THE LIGHT OF AN OATH (QASAMA) TAKEN IN
THE YEAR 822 A.H./1419 A.D.¹

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I. INTRODUCTION

On September 17th 1506, the Mamlûk ambassador Taghribirdî set
foot on the shore of the Lido in Venice. He had sailed the Mediterranean
to resume negotiations with the Senate on behalf of the Sultan. His so-
journ in the city of St. Mark made a great impression on the citizens and
some of them left testimonies of his “idiosyncrasy”. Among his many
appreciated qualities, these witnesses stressed the fact that he was a
polyglot, able to speak seven languages². Taghribirdî was not the first
interpreter sent as an ambassador to Europe by the Mamlûk sultans. He
had been preceded by two dragomen: the first, Jâni Beg, went twice to
Venice (in the summer of 1465 and between November of the same year
and January 1466), while Ibn Mahmûz visited Venice, Naples, Florence
and Catalonia, between 1476 and 1496³. These interpreters impressed
their interlocutors, while others, less conspicuous, but nonetheless
important, did not draw so much attention. Of their colleagues who worked
in the chancery, in the harbours, in the cities, almost nothing is known
except the information provided by treaties concluded between Euro-
pean and Muslim countries, by relations of Western travelers or Muslim
chronicles, and the scarce data supplied by treatises on taxes. Although

¹ In 1966, Prof. Dr. Urbain Vermeulen published an article on the question of transla-
tors and interpreters in the Mamlûk chancery of Cairo. In the appendix, he gave a transla-
tion of the relevant section on the knowledge of non-Arabic languages in al-Qala-
shandî’s Subh al-‘aṣid. On the occasion of his sixty-fifth birthday, it is my pleasure to
dedicate to him the following pages dealing with a document related to the same topic. A
shorter version of this paper was read at the second conference of the International Soci-
² On him, see more specifically J. WAGNER, “A Mamlûk Ambassador to Venice in
913/1507”, in Bulletin of the School of Oriental and African Studies, XXXVI (1945):
503-530.
³ M.P. PEDANI “Gli ultimi accordi tra i sultani mamelucchi d’Egitto e la Repubblica di
they played a decisive role in the economy of the Mediterranean, not enough interest has been devoted to these interpreters⁴. Those who passed down into European languages words such as “dragoman”, “truchement”, deserve such a study. In this sense, this article aims at studying a document that enlightens the role of interpreters employed in the harbour city of Alexandria during the late Mamlûk period. The document had been briefly described as early as 1965 by Subhi Y. Labib, who already recognised it as “ein hochinteressantes Dokument”⁵, but since that date it has remained unpublished. In this article, a reading is provided together with a translation and diplomatic and historical commentaries. The data available about this profession in the Medieval Mediterranean are also reevaluated in the light of this witness.

2. Description ⁶

The document lies in a file (busta) of the Procuratori di San Marco, more precisely in the Commissarie miste. The busta contains 11 documents in Arabic, all originating from Mamlûk Egypt⁶. The documents were brought back to Venice by Lorenzo Dolfin, the nephew of the late Venetian consul in Alexandria, Biagio Dolfin, who had died of the plague during a stay in Cairo, in 1420. It seems that Lorenzo inadvertently took some documents that did not belong to his uncle and that should have remained in the consulate. Undoubtedly, his precipitance saved them from sinking into oblivion⁷.


⁶ These have been mentioned in a handlist recently published by F. Bauden, “The Mamlûk Documents of the Venetian State Archives: Handlist”, in Quaderni di Studi Arabi, 20-21 (2002-2003): 147-156. The document which is the subject of the present study is discussed on p. 153 (no. XIII).

Our document consists of a sheet of Oriental laid paper measuring 33.2 by 16.5-16.8 cm. As with most of the other Mamlûk documents found in the same file, traces of folding in strips of about 2.5 to 3.5 cm are clearly visible. This indicates that the document was originally rolled up and later crushed, and not, as one might surmise, that it was folded as it appears now. Two tears (one horizontal between lines 1-2 and one vertical at the bottom) do not prevent reading. A stain of dampness is visible in the middle of the document, in the left margin. On the whole, it has been well preserved and the ends of the lines have not suffered with the passing of time, as is usually the case. The paper is characteristically Oriental in many aspects: no filigree is visible; its quality is poor (long fibres are still visible); its colour is yellowish; it has been lightly smoothed. Moreover, the chain lines are visible in groups of two (distance within the group: 0.9 cm; distance between groups: 4 cm) and the laid lines look large (20 of them = 4 cm). Studies on the typography of Oriental paper are progressively being developed, but our knowledge of the paper used by the Mamlûk chancery, in particular, is still lacking. This kind of paper could have been different from the paper produced for the copying of manuscripts, as G. Humbert has recently stressed, because it (at least in the case of Egyptian chancery paper) was considered to be prestigious. Copies of treaties, for instance, sent to non-Muslim counterparts and written on Occidental paper would have been interpreted as an acknowledgement of weakness by the Mamlûk regime. Unsurprisingly, at a time when Occidental paper was progressively and increasingly being exported into Muslim countries, where it was used for the copying of religious texts and was even worthy, in some Muslims’ minds, for use in Qurans, we notice that the Mamlûk chancery continued to use paper produced in Egypt or Syria. This is still the case, for instance, for a receipt related to the payment of the tribute for Cyprus by Venice dated 895/1490. On the other hand, the Venetian community in Alexandria did use Occidental paper, even for documents written in Arabic, as is shown by some of those in Biagio Dolfin’s archives. Returning to the problem of the typography of Oriental paper, for the time being, we have no other choice but to compare it to the other kind of paper present in manuscripts, which are more numerous and for which

we have quite precise descriptions. The paper used for our document corresponds to a type identified in manuscripts clearly indicated as having been copied in Egypt, or presumed to have been copied in that country, within a period ranging from 1227 and 1434. There are, however, very few items for the beginning of the 15th c. It can be concluded that the paper was probably produced in Egypt, mainly during the 13th and 14th c. Its characteristics are identical to those of our document: chain lines in groups of two at a distance of 0.6 to 1.3 cm within the group and of 4.1 to 4.9 cm between two groups; large laid lines of which 20 cover 3 to 4.1 cm. The text is written in dark brown ink. The width of the right margin runs from 4.2 to 5.7 cm. The verso is blank.

3. Analysis

On Safar 29th, 822/23 March 27th, 1419, 7 interpreters (six Muslims and one Jew) appeared before the majordomo of the Viceroy of Alexandria and their witnesses. They swore that, from now on, they would not discuss with the merchants or anyone else the sale of the merchandise reaching the port, which was liable to taxes, unless they had informed the aforesaid majordomo prior to this. In the case where they did not honour their oath, they would be liable for a penalty to be imposed on them by the holder of authority.

13 The date given by Labib in his brief summary (826/1423) is erroneous and constitutes an anachronism, as the governor of Alexandria, Ibn al-‘Aṭār, was revoked from this function in 824/1421. See A. ‘Aṣiṣ al-Rażāqī, “Les Gouverneurs d’Alexandrie au temps des Mamluks”, in Annales civilisatiques, XVII (1982): 146 (no. 63).
14 Not before the governor of the city himself, as implied by Labib, 502-503.
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Oriental laid paper. 33.2 x 16.5-16.8 cm.
Folded in strips of 2.5-3.5 cm. Recto only.
Right margin: 4.5-5.8 cm. Upper margin: 4 cm.
Dated: 29th Safar 822/27th March 1419.

© Archivio di Stato di Venezia (ASVe)
Procuratori di San Marco, Commissarie misse, busta 180, fascicolo IX, nr. 10.
4. Text

بسم الله الرحمن الرحيم

(1) وصلت علي سيدنا محمد وله

(2) حضر عند شهود في تأريخه من مجلس سيدنا القفر الى الله تعالى

(3) الجانب العالمي الريشي

(4) الناصري ناصر الدين أبي عبد الله محمد مصادر سيدنا وOLONA العبد

(5) الفقير في الله

(6) تعالى المقر الشرف العالمي الوالي الأمامي العلامي الناصري ناصر الدين صدر الدروسين

(7) المدرسین [كذا] أبي عبد الله محمد العطار ملك الامراء نايب السلطات

(8) أعز الله انصاره كل واحد من شمس الدين محمد بن العدل دوكتي

(9) الدين محمد بن الأسودتي

(10) شمس الدين محمد بن عثمان محمد بن عمر محمد بن حمزة بن

(11) محمد محمد بن علي بن كنداك

(12) فيهم جماعة التراجع المسلمون بالغز المذكر فيه ومردوخ بن شموال

(13) البيهي

(14) الترجمان أيضا وافضوا على نفسه بالله تعالى جل ذكره وتقديست

(15) اسماء

(16) ثم بتعت على مولانا السلطان الملك الموبد خلد الله تعالى ملكه وثبت

(17) قواعد

(18) دولت انهم من تاريخه واصل مستقبل من الزمن جميع البضايع التي

(19) تزده إلى الغر والغد بالمسح السعيد لا يت�ثوا في بعما مع احد

(20) من التجار ولا من الناس إلا ان يعلموا بها الجانب المضارب الى الله من غير

(21) تبأوا

(22) ولا تأخير وانهم متي والعيان بالله تعالى ظهر عليهم ما على احد منهم

(23) الأمر

(24) بخلاف ذلك كان عليه حسن لبناء الفضائل القاسية الدقيقة وما يوجه ولي

(25) الأمر
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5. TRANSCRIPTION

1) Bi-sm Allāh al-rahmān al-rahīm wa-ṣalātu hu 'alā sayyidinā Muhammad wa-'alīhi

2) Ḥadara 'inda shuhādāhi fi tārikhāhi min majlis sayyidinā al-faqīr 'ilā Allāh ta'ālā al-janāb al-'āli al-rayyisi

3) al-nāsirī Nāṣir al-dīn 'Abī 'Abd Allāh Muḥammad 'ustādār sayyidinā wa-mawlānā al-ābd al-faqīr ilā Allāh

4) ta'ālā al-maqarr al-ashraf al-āli al-mawlāvī al-'imāmī al-'illāmī al-nāsirī Nāṣir al-dīn Šadr al-mudarrisin

5) al-mudarrisin [sic] 'Abī 'Abd Allāh Muḥammad al-'Āṭfār melik al-umārā' nā'īb al-salṭāna al-mu‘azzama bi-thaghr al-Iskandariyya al-maḥrūs

6) a‘āza Allāh 'ansārahu kull wāhid min Shams al-dīn Muḥammad ibn al-'Adl <wa->Taql al-dīn Muḥammad ibn al-Asyūṭī

7) wa-Shams al-dīn Muḥammad ibn 'Uthmān wa-Muḥammad ibn 'Umar wa-Muḥammad ibn Ḥamza ibn Muḥammad wa-Muḥammad ibn 'Alī ibn Kundak

8) fa-hum jamā'at al-tārājima al-muslimūn bi-l-thaghr al-madhkūr fihi wa-Mardūkh ibn Shimwāl al-Yahūdī

9) al-tarjumān 'ayyad wa-aqṣamū 'alā anfushim bi-Allāh ta'ālā jalla dhikrhu wa-taqaddasā bi-'asmā'ahu

10) thumma bi-nī'matihi 'alā mawlānā al-Sulṭān al-Malik al-Mu‘ayyad khalīda Allāh ta'ālā mukhāhu wa-thabbata qawā'id

11) dowlatihi 'annaham min tārikhīhi wa-‘ilā musaqbol min al-zaman jaml al-badā‘i allati

---

15 A better reading than al-Mukhdībī, as proposed in the previous description I gave in my handlist (BAUDEN, "The Mamлюk Documents", 153).
12) tarid ilá al-thaqhr wa-allaṣ bi-l-khums al-saʿid lá yatabaddathū fi bayʿinā maʿa ʿahad
13) min al-tuʿājir wa-lá min al-nás ʿillā ʿan yuʿlīmu bi-hā al-janāb al-mushār ʿilayhi fihi min ghayr tahāwūn
14) wa-lá taʾkhir wa-annahum mutā wa-l-iyyāh bi-Allāh taʾalā zahara ʿalayhim waw ʿalā ʿahad minhum al-ʿamr
15) bi-khīlāf dhālilī kāna ʿalayhi ḥinth al-yamīn wa-darakh al-qasāma al-ṣwarīm wa-mā yūjibuhu wāli al-ʿamr
16) bi-sabāb dhālīk wa-kutibat ḍādhihi shāhidā ʿalayhim li-ʿāmir bi-qadā ʿiḥi bi-tāʿrīkh tāṣī ʿisyān ʿaṣār sana ʿihnayn waw-ʿishrīn <wa-/>thamānīniʿa

Shahidu ʿalayhim bi-dhālīk
Katabahu Muḥammad ibn ʿAbd al-Rahmān al-Khaṭīb
wa-ʿarafahum

Shahidu ʿalayhim bi-dhālīk
Katabahu ʿAbd al-Rahmān ibn Muḥammad ibn al-Mukhtarīb
wa-ʿarafahum

6. Textual notes

The text is composed of 16 lines without taking into account the three lines occupied by the attestations of both witnesses. The width of the right margin, which contains no written indication, varies from 4.5 cm (upper part) to 5.8 cm (lower part). The script, in black ink, may be described as cursive, but on the whole highly legible in comparison with other documents of the same nature and dated or datable to the same period. Some unusual ligatures may be observed: ʿalif linked to the following letter, particularly in the case of the article (other examples: l. 1, 3, إستادار; l. 3 and 10, مولانا; l. 13, 8, التراجعة; l. 4, 15, 8, المسلمون; l. 4, 15, 8, موجودة; l. 2, 12, إستاذ; l. 1, 4, 15, 8, 16, 15, 8, 12, إستاذ; l. 2, 12, إستاذ). Some words appear in a stereotyped form, such as إلى (l. 2, 11, إستاذ) and تعالى (l. 2, 4, 10, إستاذ). The typical abbreviation of the word باريخ can also be observed in l. 16. Diacritics have been written in the great majority of the words. On the other hand, no vowel sign is visible.

In line 2, the title al-rayyisī is clearly written with a single yāʾ in the middle of the word, instead of two as in the more common orthography.

16 For this one, see more particularly BAUDEN, “L’Achat”, p. 273.
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(the first one representing the support of the hamza and the second one the long vowel ī). Nevertheless, this form is attested and was accepted by lexicographers and was consequently used by the chancery.

The document is not devoid of slips of the pen. The first one regards the word al-maqarr (line 4), for which a close look reveals a rectification of the ductus. At the beginning of the next line, the word al-mudarrisīn is repeated. Uncommonly, the redundant word has not been stricken through. Finally, on the same line, the name Muḥammad clearly appears as an addition because it was written by the copyist over the line, due to the lack of blank space, when he noticed his mistake. All these examples of the copyist’s carelessness, when corrected, should have been attested as such through a gloss at the end of the document.

In one particular case, the reading of a proper name posed a problem since the diacritics are not indicated. This occurs at the end of line 7 as follows: كندل. This does not seem to be an Arabic ism, but more probably a name of Turkish or Persian origin. It appears that the unpointed letter can be read either as bā‘, ṭā‘, ṭhā‘, nūn or yā‘. A search through the major biographical dictionaries of the period considered gave no satisfying result for the solutions envisaged. However, a similar ductus has been identified for a town located on the route that leads from Tirmidh to Bukhārā, but this solution must be disregarded as names of cities are not given to humans in Muslim onomastics. The more plausible interpretation was to consider it as a Turkish name, meaning that the grandfather of this person was a Mamlūk. Unfortunately, this name was not found in any source consulted for the Mamlūk period. Sauvaget cites the following form: كندل (interpreted as the transcription of köndıl), for a Mamlūk whose origin was Khārīzm, but it is too different from the one appearing in this document, even if we consider that the third consonant might have undergone a modification. I am more inclined to consider كندل as a variant of another Mamlūk name.

found in the chronicles and biographical dictionaries: كُنْدَك. It is not unrealistic to imagine that the waw might have fallen in the pronunciation of the name, due to the phonetic rule in Arabic that requires the shortening of a long vowel followed by an unvocalized consonant. In this case, the arabicized form of the name would have been pronounced Kundak. In the end, this seems to me to be the most probable reading of the name in the document.

7. TRANSLATION

1) In the Name of God, the Compassionate, the Merciful. Be His blessings upon our Lord Muḥammad and his family.
2) On the date [given below], there came before his witnesses before the court of our Lord, the Needy of God, the Exalted, the Most Honourable, the Great Chief
3) al-Nāṣirī Nāṣir al-dīn Abū ′Abd Allāh Muḥammad, Majordomo (uṣṭādār) of our Lord and Master, the servant [of God], the Needy of God,
4) the Exalted, the Noblest and High Excellency, the Master, the Imam, the Erudite, al-Nāṣirī, Nāṣir al-dīn, the Leader of
5) the instructors, Abū ′Abd Allāh Muḥammad al-ʾAttār, Commander of the emirs, Viceroy in the protected place of Alexandria
6) — May God strengthen his helpers — each of the following: Shams al-dīn Muḥammad ibn al-ʾAdl, Taqī al-dīn Muḥammad ibn al-Asyūfī,
7) Shams al-dīn Muḥammad ibn ʿUthmān, Muḥammad ibn Ḥāmza ibn Muḥammad and Muḥammad ibn ʿAlī ibn Kundak,
8) being the community of Muslim interpreters in the aforementioned place, as well as Mardūkh ibn Shīwāl al-Yahūdī,
9) also interpreter. They swore upon themselves by God the Exalted — Glorious is His invocation and sanctified are His names —.

10) then by His favours upon our Master, the Sultan al-Malik al-Mu‘ayyad — May God the Exalted perpetuate his rule and consolidate the supports

11) of his state — that from the date [of this document] and in the future they would not negotiate the selling of all merchandise

12) reaching the harbour which is liable to the auspicious quint with any

13) of the merchants nor anyone else unless they had informed the aforesaid Honourable about it without any neglect

14) and no delay. Whenever — God forbid! — the situation proved to be otherwise for them or one of them,

15) he would be a perjurer and liable for the penalty of the noble oath and what the holder of the authority would impose

16) because of that. This was written as a piece of evidence against them for those who would order its being judged upon, on the 29th of Safar in the year 822 [27th March 1419].

I bore witness to that for them. Muhammad ibn 'Abd al-Rahmān al-Khatīb wrote it and acknowledged them.

I bore witness to that for them. ‘Abd al-Rahmān ibn Muhammad ibn al-Mukhātib wrote it and acknowledged them.

8. DIPLOMATIC COMMENTARY

In its formulary, the document belongs to a category lately identified and called qasāma (oath), which constitutes a sub-category inside the classical form of oath in Islam (yāmn, pl. aymān; qasam, pl. aqsām). Until very recently, the qasāma (pl. qasā‘im) was believed to be, in the Mamlūk context at least, an order or a command. It is in this way that it was translated in documents from St. Catherine’s Monastery in Sinai by Moritz and Ernst (Befehl)\(^2\). The qasāma has of course, at its origin, a more general meaning in the context of Islamic law. It is defined as a plural oath (cojuratio), more precisely "an accusatory accumulation of fifty oaths against an individual or a group where there existed a presumption of guilt in a homicide case, or it was a similar number of oaths

to establish an individual’s or a group’s innocence of such a deed.24 However, it is clear that the documents from the Mamluk period as well as the evidence found in the chronicles dealing with the same period of time prove that the qasāma had another meaning. The discovery of the Haram documents enabled Donald Richards to prove this, thanks to 11 documents of this type.25 In an article published in 1990, where he gave an edited version together with a translation of these rare documents dated between 705/1306 and 796/1394, he was able to demonstrate that the qasāma of that period was to be understood not as a simple command, as believed previously, but rather as a personal undertaking entered into at the insistence of the authorities. Most of the time, this undertaking consisted of the non-fulfilment of a reprehensible action. Evidence provided by chronicles and biographical dictionaries shows however that this kind of oath was also used to compel social categories to accept a governmental decision.26 In case of transgression, a penalty was specified, usually consisting of the payment of a sum of money to the Treasury. This is at least the case with most of the documents from the Haram, that mainly deal with individuals and groups

25 Pending a better definition, they were classified as ḥadara iṣhādī. See D.P. Little, A Catalogue of the Islamic Documents from Al-Haram Al-Ṣanīf in Jerusalem (Beirut: Franz Steiner, 1984), p. 242 (“Unfortunately, the documents do not exist in sufficient numbers to enable us readily to determine whether this particular form was used for a specific purpose distinct from that of the first category of iṣhādī. It is interesting, moreover, that Al-Ayyūbi should state that this type of iṣhād is used for attestations given in a court, since only some —only two— of the Haram ḥadara iṣhāds were given before a judge”).
26 Richards, “The Qasāma”.
27 For instance, to refrain from drinking wine. In the examples traced by Richards, “The Qasāma”, 246, a female singer was forbidden to appear and perform in public; an individual promised not to make further applications for an official position; a deputy judge undertook not to try further to gain an employment in the legal field. To these examples, the following case may be added: in 825/1422, a deputy judge was obliged to undertake never again to give a legal decision (“fuʿ- iṣhāratu al-ʾomr wa-darrabahu bi-hadratih wa-karabah ‘alayhi qasama ‘an la ʿahdihum”). See Ibn ʿAṣār al-ʾAṣārī, Inbī al-ṣuwar bi-abnāʾ al-ʾumr, H. Habashi (tubiq wa-taʾtiq), vol. I-IV (al-Qāhirah: al-Majlis al-Aʿlā li-l-Shuʾūn al-Islāmiyyah, 1415/1994 (reprint)), vol. III: 269.
28 The instances quoted by Richards, “The Qasāma”, 246, concern traders and merchants who were constrained to accept not to use gold coins in Cairo, and also money-changers who were compelled to comply with the maximum exchange rate between gold and silver coinage.
29 Individuals are often headmen.
who were residents of villages which were waqf-lands of the Dome of the Rock or of the Sanctuary in Medina. These communities swore to undertake to cultivate the land for the benefit of the waqf concerned and to guarantee proper behaviour. In one particular example, the document deals with Jews who took the oath not to sell slaughtered animals to Muslims. Evidence is also provided by some documents from the St. Catherine Monastery, where the monks invoked the decrees and qasā‘im in their possession in order to be protected from Bedouin attacks. Such qasā‘im made by the Bedouins have been preserved from the late Mamlūk period, but the first reference to the term with the meaning it took afterwards can be found in a petition from the Fāṭimid period sent by the monks to the Cairene authorities.

Quite surprisingly, the formulary of the qasā‘a, as understood through the documents of the Haram and the one under study here, is not listed in manuals (known as shurūt works), meant for the notaries and magistrates’ clerks, as is the Jawāhir al-‘uqād. The qasā‘a, in its classical meaning, is dealt with by the author (b. 813/1410-11), who gives several samples of formula to use in various situations. The only parallel that can be made regarding the introductory formulas is: hadara ... Thus, it is not unwarranted to analyse the formula as represented by the documents of the Mamlūk period. In the following lines, a comparison of the different parts of the qasā‘a will be provided. Reference to the Haram documents will be made through their numbering as provided in Richards’ article already quoted, preceded by the letter H, while I shall refer to the document under study here by the following abbreviation: CM180/10.

All the documents begin with the usual invocation of God (basmala) used alone, with the exception of CM180/10 where the invocation of God’s blessing on the Prophet and his family (taštīya) has been added at some distance.

All the documents but one start with the word hadara (to attend), which appears to be the required verb for this kind of document. As

32 Ibid., II: 224-252. In fact, it appears in the chapter dealing with the claim of blood money.
mentioned above, this is also the case for the *qasāma* when interpreted as a collective oath. The document, which is an exception (H/II), rather adopts the pattern of the formal declaration as it starts with the verb * Ağarrə*. Nevertheless, the rest of the document respects the general formula, which will be highlighted at the end of the commentary.

Those who attend must do so in the presence of their witnesses. This is expressed by the formula *ʿilā shuhūdhi ʿindā shuhūdhi* (H/III, CM180/10). This formula is followed by the mention of the date through the elliptical expression *aymān tārikhīhī* (lacking in H/II, H/XI; CM180/10 gives a variant: *fi tārikhīhī*), and is not in full letters, given that this will occur at the end of the document.

In some cases, at this point, the official before whom the oath takes place is mentioned. In the instances provided by the evidence, this can be either the judge, as in H/VI where his court is referred to (*bi-majlis al-hukm*) in accordance with the juridical literature, or the court of an inspectorate, as in H/XI where the court of the inspector of the Noble Waqf is specified (*ʿilā majlis al-nazār al-saʿīd ʿilā al-awqāf al-sharīfīn*), or the court of the governor’s representative, his majordomo, in Alexandria, as in CM180/10 (*min majlis...*). It can be seen that various prepositions are used to introduce the name of the court (*bi-, ʿilā, miā*).

The names of the oath-takers are then listed, generally preceded by the words *kull wāḥidī min*, if they are several, which is almost the rule. This is not observed, however, with H/I, where four persons swore. In one case (H/V), only one man is called to make an oath. Names are provided following the usual prescriptions: given name, name of the father and grandfather, and if possible the *nisba*.

In all the Haram documents, the oath is preceded by a sworn declaration (*'ishhād ʿilā nafsikī filayhi*), generally strengthened by the expression of willingness (*tāʿi, jawān*), free will (*muktār*), soundness in mind and body and full legal competence (*fi sība minhu wa-salāma wa-jawād 'amr*). In some cases, other guaranties may be added: absence of compulsion, duress or constraint (H/VII: *min ghayr ijhār wa-lā 'ikrāh; H/X: ghayr mukrahn wa-lā mujtarin wa-lā maghštūn*). As already noticed by Richards, these guaranties were purely formal, given

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33 In H/V, one finds an indirect reference to the judge in the formula of attestation before witnesses, i.e. later on in the document.
34 If the oath takes place before a judge, his name or his court should be specified. See Richards, "The Qasāma", 250.
35 In the case of H/VIII, only one man seems to be concerned, but other names, of headmen from the same village, are listed further and they swore to the same effect.
36 Richards, "The Qasāma", 250.
that the oath was always made on the request of the authorities. In other words, those people had no choice to act otherwise. Two documents, the oldest (H/I, dated 705/1306) and the most recent (CM180/10, dated 822/1419) ones, seem to follow a more pragmatic pattern in that they do not take the trouble to use these terms.

The sworn declaration introduces the oath (qasam) through the particle 'anna : 'annahum 'aqsamū". The interesting feature in the qasāma of the Mamluk period is that the oath is not only sworn by God, but also by the qasāma of the Lord Sultan (bi-l-qasāma al-sharīfa)38. Richards wondered how it was possible to explain an oath taken by God and then by the qasāma, given that the latter is itself an oath. To explain this, he found some evidence in only one of the 11 documents of the Haram. In H/VII, the most recent of them (dated 796/1394), the expression is more complete: "then by His blessings upon the Lord the Sultan" (rumma bi-nī'mathī 'alā mawlānā al-Sultan). Thus, to swear by the qasāma implied the pronunciation of a formula involving God's favour to the Sultan. Furthermore, he interpreted this expression as meaning that if the oath was not to be fulfilled, it would have been looked upon "as a denial of the Sultan's position and as a sort of disloyalty"39. His interpretation is now upheld by the evidence provided by CM180/10, where the same words appear.

Both documents also share another feature: the oath is located in time, i.e. it will be valid from now on and in the future, with no fixed limit (H/VII: min yawm tārikhi wa-nā ba'dahu; CM180/10: min tārikhi wa-'ilā mustaqbal min al-zaman). Oaths could relate to actions that happened in the past as well as those that could occur in the future. Al-Asyūṭī explains the various categories of oaths for undertakings affecting future actions40. As for the qasāma, as demonstrated by the documents of the Mamluk period, it is not always easy to find out whether the oath was requested by the authorities to prevent future reprehensible actions or to avoid a blameworthy action being perpetrated again. Surely, both cases could be covered. In fact, the drinking of wine was undoubtedly regarded as an action that happened in the past and had to be avoided. This must also have been the case when the monks of the

37 In four of the Haram documents (H/Vll-XI), no oath is taken, rather an undertaking.
38 For al-Shāfi‘ī, an oath taken by anything else than God is reprehensible (mātrīkhi).
See Al-Asyūṭī, 2: 256-7.
39 Richards, "The Qasāma", 249.
40 Al-Asyūṭī, 2: 255-6.
St. Catherine monastery intimidated the Bedouins with qasāʾim they had sworn in order to protect the monks and to deliver any wrongdoers. In the case of other documents, it is hard to understand whether past actions are involved, as for instance in Ḥ/V, where the oath-taker undertakes to produce his brother before the judge whenever he requires him. On the other hand, it is true that the oath does not always relate to a reprehensible action. In Ḥ/VI, the headmen of a warqī village swore that, for the last four years, they had not received their dues from the diwān.

The undertaking, negative or affirmative, comes after the particle 'anna and the temporal limit, if any. Generally, the tense used is the mudārī and the mood either the indicative or, more surprisingly, the subjunctive, but the use of the past tense is also attested. Sometimes, two tenses are combined:

- Cases with the past tense:
  Ḥ/V: 'annahū damūna;
  Ḥ/VI: 'annahum la yuṣrāf;*
  Ḥ/XI: 'annahum hāzamā.

- Cases with the indicative:
  Ḥ/I: 'annahum yaslukānū wa-lā yuḥālif [u?la?] ... wa-lā yuṣrām [u?] a? ... wa-lā yu'ādīnī[ya?] ... wa-yu'ammirānū ... wa-lā yashār [u?] a?];
  Ḥ/III: 'annahum yaslukānī ... wa-annahum lā yuḥālifūnī ... wa-lā yakhṣā̄ina ... wa-lā yasā'addawna ... wa-lā yada'ānā;
  Ḥ/VI: 'anna ... lā yu'ajwāna.

- Cases with the subjunctive:
  Ḥ/I: 'annahum lā yaṣrū ... wa-lā yu'ādīnū ... wa-an lā yakhṣā̄nū ... wa-lā yataṣṣārāqū;
  Ḥ/V: 'annahum lā yuṣrām ... wa-annahum lā yamāḥū ... wa-an yaslukū;
  Ḥ/VI: 'annahum ... 'innāmā yadḥābū ... wa-lā yadḥābūn ... wa-lā yahīlū;
  Ḥ/XI: ... wa-lā yuṣrām;
  CM180/10: 'annahum ... lā yathaddathū.

The use of the past tense and of the indicative mood is logical in that the undertaking is seen by the subject as already fulfilled or to be fulfilled in the future. The negative particle, if necessary, will be in both

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41 Richards, "The Qasāmah", 230.
42 Only the unequivocal examples are provided here.
43 See also the cases with the subjunctive.
44 See also the cases with the subjunctive.
45 "On doit signaler, à toutes les époques, la même allémance de 'ay or 'ay + subjonctif / 'ay + subordonnée nominale ou verbale à l'indicatif ou à l'accompli, après une principale contenant soit un serment, soit un espoir [...]. Cette allémance s'explique par l'état
cases là, which gives to the verb a future connotation. In this situation, the use of the subjunctive is anomalous. It might reveal that some clerks felt that là corresponded to a negative future, assimilating it to the negative particle of the future (tan), which is followed by the subjunctive. It is difficult to say whether this form reflected the spoken usage or not. Anyway, it can be noticed that there exist other instances of the clerks' absentmindedness, particularly with the passage of the dual to the plural in H/II.

In all the documents, the undertaking is reinforced by a proviso in case of non-fulfilment. This takes the form of a conditional clause, where the protasis is introduced by the conditional particle matā (“whenever”), or ‘in (H/V). In some cases (H/II, VII, CM180/10), the conditional particle is immediately followed by a sentence with an optative value: wa-l-iyyād bi-Allāh (“God forbid”). This conditional sentence expresses what will be the consequences if the oath-takers, or one of them in the case of a group, act against their undertaking. The protasis usually contains the words khilāf or fāṣād: zahara ‘alayhim al-amr bi-khilāf dhālik (CM180/10, H/VI), i’tamadū khilāf dhālik (H/III, VII), tahaqqa ‘anhum fāṣād (H/II), jarā minhum fāṣād (H/IV). In one case, one finds: fa’alū shay‘ū mimmā nūhū ‘anhu (H/I). In other instances, the protasis expresses directly the possible obstruction: failure to produce someone (H/V: ‘ajaza ‘an ‘iḥārīhi; H/VIII, X: ‘ajaza ‘an ‘iḥārīhi; H/XI: lam yāḥdūrūhu). The consequence, in the majority of the cases, is provided for in the apodosis, in the following terms:


42 BLACHÈRE, ibid. and FLEISCH, p. 185.

43 This is corroborated by the switch from ‘anne to ‘an in H/I and IV.

VIII (kāna taḥt darakhiḥ), H/XI (kāna 'alayhim al-darak wa-ta'ādīb);
- the oath-takers attest that they will fulfil their obligations: H/V
  (kāna qāʾim bi-mā yuṣlāb minhu bi-hi), H/VI (kānu qāʾim bi-mā yuṣlāb 'alayhim), H/X (kānu qāʾim bi-mā yuṣlāb minhu).

The penalty was sometimes specified, typically as an amount of
money preceded by a formula (kāna 'alayhim bi-ṣūriq al-sābih al-
nadhr): H/I (500 dirhams to pay to the receivers of the Treasury), H/II
(2000 dirhams), H/III-IV (1000 dirhams), H/VII (10000 dirhams). The
beneficiary of the penalty is the Treasury, although in the document
which concerns Jews exclusively (H/VII), it is expected that the money
will be devoted to the repair of the Muslims' waterway which runs into
the Haram of Jerusalem. In CM180/10, the penalty is also indicated, but
no amount has been specified, rather a general statement of what the
holder of the authority will decide (mā yūjibhu wāli al-ʿamr bi-zabab
dhālīk).

The documents end with a formula of attestation giving the date:
shuhūda 'alayhim bi-tārīkh, CM180/10 provides a variant: it is attested
that the document (ḥādhīḥī) has been written as a piece of evidence
(ṣāḥīḥ), a piece that could be used against the oath-takers by anyone
called to judge upon the non-fulfilment ('āmir bi-qadāʾihī). This part
might help to elucidate a problem raised by Richards. He wondered
whether the word qasāma might not refer only to the oath, but might
also designate the witnessed record itself69. Furthermore, he wondered
whether references to qasāʿim in the chronicles and documents from the
St. Catherine monastery were to be identified with the records discoyered
in the Haram of Jerusalem. The absence of any reference to this
appellation in the documents of the Haram themselves made him hesita-
tate as to whether this hypothesis was valid or not. The peculiarity of
the Haram documents lies in the fact that, on the verso of most of them, the
clerk wrote a short note summazing the content of the deed in order to
identify it quickly once classified. Usually, the word ḥuja (legal deed)
appears in this circumstance (H/I-IV, VIII-X59), which seems to imply
that no technical word was used to describe it. With CM180/10, there
could be a reference to the name of the deed through the word ḥādhīhi.
Unfortunately, this does not represent definitive proof that reference is

69 Richards, "The Qasāma", 248.
59 In the case of record H/VII, the word mahādar (report) was used.
made here to the technical word (qasāma), as the clerk could have in mind the more general term of hujja. However, I am inclined to believe that the evidence provided by the chronicles supports Richards' hypothesis.

As with any deed in Islam, it had to be certified by two witnesses, although in one case (H/J) four attestations are found at the end.

To conclude this part, the formula of the qasāma may be summarised into the following components:

1) Invocation (basmala);
2) Attestation of presence (hadara)
   - before their witnesses,
   - names of the oath-takers;
3) Oath
   - sworn declaration (‘ishhād),
   - willingness, soundness,
   - oath (‘aqlama) by God and the noble qasāma,
   - undertaking;
4) Proviso in case of non-fulfilment, in the form of a conditional clause introduced by mardīn;
5) Date;
6) Testimonies.

9. HISTORICAL NOTES

Before going further into the analysis and the meaning of the document in its historical context, it is necessary to try to identify the persons mentioned in it (eleven in total). Different social categories are represented here: the officers with the governor of Alexandria and his major-domo; the oath-takers who are in this case all interpreters (six Muslims and one Jew); and finally the two witnesses. The chronicles could not pass in silence over the highest-ranking official, the governor and, indeed, his name appears in a great many sources. His complete name was Nāṣir al-dīn Abū ‘Abd Allāh Muḥammad ibn Ahmad ibn ‘Umar ibn Yūsuf ibn ‘Abd Allāh ibn ‘Abd al-Raḥmān ibn ʿAbd Allāh ibn Muhammad ibn Abī Bakr al-Tanūkī al-Ḥamawī, but he was better known (shuḥra) as Ibn al-ʿAṭṭār. As his nisba indicates, he was born and grew up in the

51 His kunya does not appear but in the documents.
52 The evidence provided by the document shows that it could also be more simply al-ʿAṭṭār. His biography will be found in the following sources: AL-MAQRIZI, AL-SULĀK, 4:702 (see also p. 477, 518, 547, 565 and 573); IBN HAJAR AL-ʿAṢQALĀNĪ, INBĀʿ AL-
town of Ḥamāh (Northern Syria), in 774/1373. His father, Shihāb al-dīn Ahmad, who is said to have been among the notables (a’yūn) of the city, first served as a majordomo of several emirs until he started consorting with the governor. Shihāb al-dīn Ahmad followed the governor when, later on, the latter was appointed nā‘ib of al-Karak. There, he made the acquaintance of Barqūq, the former sultan who was jailed in the fortress. The benefit he could have derived from this relationship was never capitalised upon, because he died before Barqūq returned to power. The sultan’s benevolence thus fell upon his son, Nāṣir al-dīn Muhammad, who obtained an appointment (‘imra) before being promoted to the post of steward (hājib), still in Ḥamāh. Nāṣir al-dīn Muhammad’s rise up the social scale continued when he was promoted to dawḍūr of various emirs among whom was Qānībāy, the governor of Damascus, the place where he followed his master. What gave a decisive impetus to Nāṣir al-dīn Muhammad’s career was his parental affiliation with the secretary of the Chancery (kāṭīb al-ṣīrīr), Nāṣir al-dīn Muhammad Ibn al-Bārizī (d. 823/1420), also a member of a prominent family of Ḥamāh, who had gained important functions in the administrative system thanks to his links with Shaykh, before the latter became sultan. With Shaykh’s accession to power, in 815/1412, and after joining him in Cairo, Ibn al-Bārizī gained the post of muwaqqi’, before obtaining, shortly afterwards, the one of secretary of the Chancery, a position that he held until his death.

In addition to this, Ibn al-Bārizī held a number of offices such as nāṣir al-awqāf, khatīb and khāṣīn al-kutub of al-Mu’ayyad Shaykh’s mosque, al-Mu’ayyadyya. He enjoyed a powerful status, particularly through his friendship with the sultan, who is said to have spent some nights in his house with a view over the Nile, in Ḥmābā. Ibn al-Bārizī had chosen as wives for his two sons, Kāmil al-dīn Muhammad and Shihāb al-dīn Ahmad, Ibn al-‘Attār’s sisters, Fatima and Sāra, which means that Ibn al-‘Attār was his son-in-law. His step-father decided to call him to Cairo


24 Sāra was married to Kamāl al-dīn Muhammad after the death of his brother.
and, being an influential person who benefited from the favours of the sultan, he finally succeeded in obtaining an important position for his step-parent. Indeed, on Dü īl-Hijja 15th 821 (January 13th 1419), Ibn al-'Aţţâr was given the title of nāţib al-Iskandariyya, governor of Alexandria, a position that he was to leave two years later, Muḥarram 16th 824 (January 21st 1421), precisely one week after al-Mu'ayyad's death. His position was in fact revoked by Sultan Taṭār and there is no doubt that Ibn al-'Aţţâr suffered, in this case, from severance of patronage. Ibn al-Bârizī, of course, had died three months earlier, but he had been replaced by his son, Kamāl al-dīn Muhammad, whose appointment, however, was annulled ten days after Ibn al-'Aţţâr's revocation. Clearly, he suffered the consequences of the sultan's death. He then spent the following years at home, probably in Cairo, unemployed. Finally, during the reign of Baybars, he obtained a new position as nāţir al-Quds wa-l-Khailī (Inspector of Jerusalem and Hebron), which he held until his death in 828/1425, in Hebron. Of Ibn al-'Aţţâr's governorship, nothing is known, except that he acted as a good person and that the Alexandrine population loved him.

It can thus be concluded that Ibn al-'Aţţâr was not an officer of Mamlūk origin, but a true Arab from Hāmāh, as his long genealogy implies, with a civilian background. Nevertheless, like his father, he succeeded in making his way up in the army, first as a dawādār, then as a steward. Finally, he held office (governor of Alexandria), as an emir of ten, a position usually given to Mamlūk emirs. This was a rare phenomenon for the considered period. Nonetheless, this position was a major source of political intrigue for highest level officers in Cairo, who

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55 Nepotism, venality of the offices, and patronage played a major role in the career of both persons, as it was customary at that time. On this and the Banū al-Bârizī, see more particularly B. Martel-Thoumian, Les Civils et l'administration dans l'état militaire mamlūk (IX/10V siècle) (Damascus: Institut Français de Damas, 1991), pp. 249-266. To the sources mentioned there, one may add the following one, recently published, of a contemporary witness who was associated with him: Al-Maqāribī. Duwan al-ṣawīd al-jamīl fi ṭawārij al-a'yān al-mufaddala (al-Jādhān: Ṭabā fi ta'allīq al-Tālibī, vols. I-IV, al-Maqrīzī, Dâr al-Ǧarbi al-Jallīli, 2002), vol. III: 115-117 (no. 1000).


57 Kamāl al-dīn Ibn al-Bârizī regained this office on two occasions. See Wiet, 288-289, 299-300, 303; Martel-Thoumian, 251-252.

58 Ibn Taqī al-Bīrūnī, 15: 131 (ṣa'īṣa lā ǧārimu ḍirārī simin).

59 See AL-SĪKHĀMĪ, 32 (ḥasanat sirāt al-mulūk fīḥa wa-ḥabbaḥu ʾahlūdā).

60 Several similar cases have been traced back for the same period. See Martel-Thoumian, 68.
wanted to secure this post for members of their household. This factor, added to the lowering of the title linked to the position (normally reserved for an emir of forty), provoked its decline in the late Mamlūk period.61

The case of Ibn al-'Aṭār is a perfect example of this evolution, leaving aside his efficiency.62 Thanks to his civilian background, he received a good education, which means that he was also a man of letters. In fact, al-Maqrīzī describes him as one of the persons he used to be associated with for his knowledge in various sciences. He also defines him as a pleasant and knowledgeable man, especially in history and poetry.63 On this basis, it is easier to interpret and understand the various epithets ('alqāb) added to his name in the document. According to the chancery rule, as reported by al-Qalqashandi, all the following epithets were intended for scholars ('ulamā') : al-'imāmī, al-`allāmī, sādr al-mudarrisīn, while al-`āshraf corresponded to his title (al-maqarr).

With the exception of the governor of Alexandria, it has been impossible to trace back the other persons mentioned in the document. This is the case even for the governor's majordomo, who never appears in the sources in association with his master and for whom the names are too general to allow adequate identification. Nonetheless, one of his titles (al-rayyisī) implies that the majordomo was also not a Mamlūk, but an Arab with a civilian background and probably, like his master, an educated man.67

Proceeding with the analysis of the contents of the document and its significance for the role of the interpreters in Mamlūk Egypt, it can be said that it represents a rare witness to the activities of this social category about which few data are available. As already stressed in the introduction, the role played by interpreters, who worked in the chancery and who were involved in negotiations with other powers, like the Mon-

61 'Abd al-Rāziq, 159-160.
62 Marzely-Thoumian, 68.
63 Al-Maqrīzī, Al-Sūlak, 4: 702 (kāna min khayr mān sahibū : "he was among the best men I was associated with"). Ibn al-'Aṭār's son, Shihāb al-Dīn Ahmad, became a renowned poet and he composed many books. See al-Sākhwī, 2: 82-83 (no. 243).
64 Al-Qalqashandi, 6: 9-10 (wa-yurdu 'aynā fi 'alqāb 'akābir al-. 'ulamā' : "and it is also used after the epithets [reserved to] the greatest scholars").
65 Ibid., 21 (min 'alqāb 'akābir al-. 'ulamā' : "among the epithets [reserved to] the greatest scholars").
66 Ibid., 57 (min 'alqāb al-. 'ulamā' : "among the epithets [reserved to] the scholars").
67 Ibid., 14 (wa-huwa min 'alqāb 'urdab al-`ajālm min al-. 'ulamā' wa-l-kuṭūb : "and it is one of the epithets [reserved to] the men of the pen [civil officers] as the scholars and the secretaries").
gols and the European states, is clearly known. The case of Taghribirdi is probably one of the most well-known and, in this particular case, historians owe a lot to the Arabic documents preserved in the Venetian archives and to the contemporary Venetian reports without which our knowledge of this interpreter would not be so complete. But regarding interpreters involved in commercial activities, the data are primarily limited to what has been preserved by economical texts, and treaties concluded by the Mamlûk government with the European states.

From the Muslim point of view, the most indicative text for this purpose is a treatise on the taxation system in Egypt, written at the end of the Ayyûbid period: al-Minhâj fi 'ilm kharâj Miṣr. For the Egyptian fiscal system, foreign trade involving non-Muslim merchants was designated in a general manner as khums (quint), but this did not mean that the customs duties these merchants, named khumisiyyân, had to pay were equal to one fifth: their percentage could vary according to the nature of the goods imported, and therefore could be lower, higher or equal to one fifth. Besides the customs duties, al-Makhzûmî also mentions an interpreters tax (rasm al-tarjama) in Alexandria, Damietta and probably Tinnîs too. He also reports that, in Damietta, an up-to-date record was kept whereby all the taxes requested from the khumsi boats were written down and, among these, was the interpreters tax. Such

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70 In Tinnîs, in the Delta, the khums represented 35% ad valorem of the imported merchandise, except for mastic, which was taxed at 20%, and precious metals, silk and tissues taxed at 10%. See CHABAN, 244. In Alexandria, the situation appeared more complicated, as all the complex taxes were gathered together under two general concepts (the qâtîf and the ‘arzî), corresponding to a fixed total of 19% of the value of the merchandise, regardless of its nature. In this case, the taxes levied corresponded roughly to one fifth less one percent. Ibid., 245.

71 ibid., 248 (â AL-MAKHZOUMI, 13).

72 ibid., 245 (not mentioned explicitly for Tinnîs in the text, but CHABAN thought it could have been included in other taxes there).

73 ibid., 310 (â AL-MAKHZOUMI, 57).
an interpretership tax must have also been applied in the other harbours. Whether this tax was included in the khums duties or not is difficult to ascertain on the unique basis of this rather elliptical text. This is also true for the rate of this tax, which was called *turcimannia* by the Frankish merchants, on the basis of the Arabic name (*tarjama*), or *mursuruf*

One may calculate the percentage held back for this purpose thanks to a treaty concluded between the Hafsid prince and Pisa in 1397: a clause provided for the remuneration of the dragomen to be fixed at half a percent of the value of the merchandise

As the European states always tried to gain the same privileges their rivals managed to negotiate with a Muslim power and to secure the same advantages in the whole Mediterranean area, a fairly clear idea of the rate of the interpretership tax in Egypt at the same time may be inferred from this testimony.

However, how and when taxes in general were levied can be deduced, thanks to al-Makhzūmi’s text and the later testimonies of foreign merchants. At the arrival of a European boat in the harbour of Alexandria, the merchandise was unloaded and brought to the shore where it was stored in bonded warehouses. Weighed, measured, evaluated *ad valorem* according to the current daily price by the agents of the customs in a place called *diwān al-qabbān* (the weigh-house), goods were then proposed for sale in two ways: either by auction (*bi-l-ḥalqa*), or through the intermediary of a broker (*simṣār*) with the help of an interpreter (*tarjumān*)

It is difficult to say when the Frankish merchant had the quint (*khums*) imposed on his goods according to their value (*ad valorem*). For Cahen, the taxes were levied, or at least calculated, at the time of sale, and surely not prior to this, although al-Makhzūmi’s trea-


35 AMARI, 129; DE MAS LATRIE, 200.

36 Al-Makhzūmi provides also details for Damietta and Tinnīš.

37 Thirty, according to Emmanuel Pilote. They were located along the walls that separated the harbour zone from the city. Pilote specifically indicates that these warehouses were in the hands of the Christian merchants, but that they could not carry their goods into their fondaco until their value had been evaluated. See P.-H. Dopp, Traité d’Emmanuel Pilote sur le passage en Terre Sainte (1420) (Louvain-Paris: Editions É. Nauwelaers; Bruxelles-Nauwelaers, 1958), p. 181; W. Heyd, *Histoire du commerce du Levant au Moyen Âge*, vol. I-D (Leipzig: Otto Harrassowitz, 1886), vol. II: 451. At the time of al-Makhzūmi, merchandise was stored in a place called a ḏār mālik or mānak. See CAHEN, 236-237.

38 See also HEYD, 2: 431; DE MAS LATRIE, 192-194; LABIB, 256.
tise seems to indicate the contrary for Tinnis and Damietta. Cahen re-
jected this possibility on the basis of the fact that nowhere were taxes
paid before the sale\textsuperscript{79}. This may have been the case at the end of the
Ayyūbid period. However, during the Mamlūk period, it appears that
merchants were requested to pay the taxes before they could sell their
goods. Evidence is provided by the repeated complaints presented to the
sultan by the envoys and consuls of the European states. In 1418, the
Venetian consul, Fantin Viaro, complained to his government that,
among other forms of extortion, the merchants were forced to pay taxes
on merchandise imported before being sold\textsuperscript{80}. The following year, the
year in which the document under study here was redacted, part of the
imposts were once more requested upon the arrival of the galleys\textsuperscript{81}.
Clearly, the way the customs officers behaved, individually or on the
authorities’ instigation, was not appreciated by the Frankish merchants,
and their governments tried to secure the rights of their citizens abroad
by obtaining new privileges through treaties. Even though, most of the
time, they succeeded in gaining these privileges, still the merchants’
new rights were often trespassed upon. A treaty concluded between the
King of Aragon, Alfonso V, and Barshāy in Ramadān 7th 833/May 30th
1430 shows that the request of payment of the taxes before the sale of
merchandise was still being applied at that time: clause no. 7 of the
treaty specified that, from that time onwards, merchants could no longer
be compelled to pay the customs duties before the effective sale of the
goods\textsuperscript{82}. Consequently, it is not surprising to read the report of a mer-
chant active in Alexandria between 1420-38, Emmanuel Piloti, who
managed to dig a hole in the wall that separated the fondaco that he ran
from the adjoining warehouses of the harbour, where the goods were
stocked pending their evaluation. In this way, he eluded the payment of
the taxes (called commerqiuio)\textsuperscript{83}.

The role of the interpreters in the harbours is evident: their role, to-
gether with the brokers, was to help the non-Muslim merchants from the
dār al-harb, to sell their merchandise. In fact, the tax levied in their fa-
vour proves that the vast majority of these merchants did not speak Ara-

\textsuperscript{79} CAHEN, 250.


\textsuperscript{81} Ibid., 251-252.

\textsuperscript{82} See M. A. ALARCON Y SANTON; R. E. Y. T. P. GARCIA DE LINARES, Los Documentos árabes diplomáticos del Archivo de la Corona de Aragón (Madrid: Imprenta de Estanislao Maestre, 1940), p. 373 (Arabic text) and 381 (translation).

\textsuperscript{83} DOPP, 181.
bic. On the other hand, the dragomen’s role was more complex than it seems, as is implied by a piece of information provided by al-Makhzūmī: when the boat was granted permission to weigh anchor, the impost (mukās) levied on the merchandise she brought were written down in special registers (sirāḥdāt al-marākīb). The entries were authenticated by the usual signatures requested in that case, among which were those of the interpreters and, more importantly, the specification of the taxes relating to these signatures.

The treaties concluded between the European states and the Mamlūk regime bring us more information on the interpreters and their roles in the ports of the Mediterranean Sea. They usually deal with the interpreters’ rights and duties. The only almost contemporary treaty relevant to our purpose is the one concluded between Alfonso V, King of Aragon, and Barsbay, in 833/1430. Several clauses are devoted to the interpreters and they throw some light on their profession. In the treaty, it is implied that interpreters, among other categories, were to be allowed to buy merchandise unrestrainedly from Aragon and to sell and buy the goods at their best convenience. Furthermore, the consul would be allowed to hire an interpreter, chosen by him from among the interpreters working at the customs, whatever his religion (Muslim, Jew or Christian), for the selling and the buying of merchandise inside and outside the fondaco and also for the conclusion of sales contracts between merchants.

64 Cahen, 238.
65 Ibd., 301 (= Al-Makhzumī, 57) sirāḥdāt al-marākīb ‘inda ʿudārīhā baʿda taʿlīq mā yaṣīr ʿalayhā min al-mukās thabīr ʿalayhā al-khuṭṣī al-jarrī bi-hā al-ʿinda wa-khuṭṣū al-tardījīna ʿakhiruḥu bi-taʿlīq mā waṣ′a ḫaʿalayhā).
66 Anna movālānā al-saṅja wa-lā movālānā mallik al-umārāʾ wa-lā al-nāẓir bi-l-dwān wa-lā “alād min al-mubāshīrīn ʿāmanī” alād min al-dallālīn wa-lā min al-samāʿārīn wa-lā min al-tarājīm wa-lā min al-muṣqūbīn wa-lā “alād min al-ḥaqiq fl thirī ʿalāfī” mamlukī bi-l-dwān wa-lā bi-l-dwān wa-lā ʿalād min al-muṣqūbīn wa-lā min al-samāʿārīn wa-lā min al-tarājīm wa-lā min al-muṣqūbīn wa-lā min al-ḥaqiq fl thirī ʿalāfī mamlukī ‘Amr b. ʿan yabīl ʿalā yāsharīb ʿalā bābī khāṭirīkīn min ghayr taʿwīl ("that neither our Lord the Sultan, nor our Lord the Vicerey, nor the customs chief-officer, nor any of the commissioners will prejudice any of the auctioneers, brokers, interpreters, sailors or anyone else to buy goods [imported] from the Kingdom of Aragon or to sell and buy, as they wish, without any impediment.") See Alarcón y Santón: García de Linares, 375-376 (Arabic text) and 386 (translation). See also Lahib, 205.
67 Anna al-qanṣūl yumkin min ‘iqāma min yakhshīrīhu min tarājīm ādān al-qabābīn min ‘ayy gū lā bāzātīs min wa-l-shirī ʿān hasrāniyy ʿān saḥāb al-bay wa-l-shirī ʿān hasrāniyy ʿān saḥāb al-bay, wa-l-shirī dōkhul al-fundag wa-khāṣīja wa-min al-tahaddith fī al-bagīl fī al-matajir bayn al-tujār fī jamiʿ al-matajir alladhīna yakhshīrānaḥā al-tujār ʿālī-bay ʿīlal-bay ("that the consul will have the possibility to appoint whoever he chooses among the interpreters of the weigh-house, whatever his profession be either Muslim, or Jew, or Christian, in order to sell and buy inside and outside the fondaco, and to enter into negotiation with the merchants about all the merchandise and goods they elect for sale.") See Alarcón y Santón: García de Linares, 376 (Arabic text) and 387-388 (translation). See also Lahib, 205-206.
chants of Aragon would also be permitted to conclude sale contracts through an interpreter of their choice, an interpreter who would be authorised to sell and buy their goods in the fondaco of his choice, without any interference from the authorities. Of course, such clauses were also included in the treaties concluded with other European states because everyone was eager to benefit from the same privileges gained by the others. This is clearly perceptible in another treaty concluded between Florence and Qāytbāy, and dated to 1496, which makes explicit the Florentines’ request not to have to pay the turcimannia tax twice, a privilege the Venetians had already been granted. Seemingly, merchandise taken back by the merchants sometimes had the interpretership tax imposed upon it twice. This also happened when the interpreter was replaced by another one, from which Amari deduced that dragomen were probably tied to an inspector and that, when the latter was replaced by another, interpreters changed too.

Other treaties concluded between the Hafṣid princes of Tunis and Pisa throw some light on these issues. As early as 1313, a treaty contained clauses regarding merchandise sold by auction, which would have been warranted by customs, while private sales concluded through interpreters would have been warranted by the latter. From 1397 onwards, a new clause was introduced stating that interpreters were to be considered as associated in their work (meaning probably that they formed a corporation responsible for the dereliction of duty of one of its members), and that the Pisan merchants could not employ a private interpreter. This last clause looks somewhat odd in comparison with the situation in Alexandria, as the treaty with the kingdom of Aragon previously quoted shows. Obviously, interpreters could be engaged by a consul or by a community of merchants. Rarely, these could be Venetians.

88 ‘Anna jami’ al-sujjār min ra’iyu malik ‘Arabīn ‘an yumbīma min ‘amal al-mubādara fi l-bay wa-l-shār ‘ma’a ‘ayy i’rjumāt ‘aw simār il-khādir wa ‘inna lā ‘ahad min mawzūla malik al-‘umara’ wa-lā al-nāṣir wa-lā ‘ahad min al-mubashirin wa-lā ‘ahad min al-muṣāṣṣarīfīn lā yannu ‘ahad min al-tādirīn wa-lā al-samāṣir min bay’ jami’ ba’dā ‘iḥtin wa-maṣūmārum fi jami’ al-faṣādīq alladhi in yakhtārānahā (‘that all the merchants who are the subjects of the King of Aragon will be permitted to conclude contracts of sale and purchase with the help of any interpreter or broker they elect, and that neither the Viceroy, nor the (customs) chief-officer, nor any of the commissioners or employees will forbid any of the interpreters or brokers to sell any of their merchandise or goods in any of the fondacos they choose). See ALARCÓN Y SANTÓN; GARCÍA DE LINARES, 375 (Arabic text) and 385 (translation).

89 AMARU, 203-204, 442. See also LABIB, 208.

90 AMARU, 93. The same clause is reiterated in the treaty of 1533 (ibid., 105).

91 Ibid., 129. The clause is reiterated in the treaties of 1414 (ibid., 143) and 1421 (ibid., 158).

92 In a document dated 1448 and drawn up by a Venetian notary active in Alexandria.
but most of them clearly were Egyptians. In a translation of an amān (safe-conduct) and a marstim (decree) dated 1418 and preserved in Venice, the name of the interpreter and, in this particular case, translator, an Abraim (Ibrāhīm, probably a Jew) appears⁶⁵, and in another document of the same year, the name of an Obeit ("Ubayd), unambiguously identified as a Jew, is mentioned²⁴. Both of them, obviously, had been hired as interpreters by the Venetian consul or community.

Turning back to the interpretation of the document, and in the light of all these elements, it may be considered that the oath was meant to compel interpreters to refrain from acting reprehensibly, whether they had acted in that way in the past or not. Before proceeding further, let us summarise its implications: seven interpreters swore that they would not enter into negotiations with merchants or anyone else about the sale of the merchandise, imported into Alexandria and liable to taxation, prior to their informing immediately the Viceroy’s majordomo. Given that the khums had to be collected on the merchandise, the goods are clearly indicated as being those exclusively imported by the Rūm, i.e. the non-Muslim merchants coming from Europe. The document would imply that the aforementioned interpreters acted, or could have acted reprehensibly. In other words, it would seem that they acted, or could have acted in a way contrary to the one that they were compelled to swear about: not informing the authorities (the Viceroy’s majordomo) of the commodities they were called to negotiate upon with the merchants. In doing so, they would have prejudiced the interests of the authorities, most likely the Viceroy. The question is: in what way? The sale and the nature of the prejudice must have been financial: the Viceroy was deeply concerned by the customs incomes, not only in terms of professional scrupulousness, but presumably more for his own benefit. Indeed, Ibn al-`Āṭīr was not only Viceroy: he was more than ever nūtādār

the witnesses are Ser Johannes Rixio and Ser Domianius whose status was “trucinatus dominorum Venetorum Alexandriæ”, See F. Rossi, Servodio Pecator, Notizia in Venezia e Alessandria d’Egitto (1444-1449) (Venezia: Il Comitato editore, 1983), pp. 36-37. The most eloquent example of the knowledge of Arabic by Europeans for the considered period is Lorenzo Capello, who is presented as an exception. Capello was the Venetian ambassador to Barbary in 1422, and his knowledge of Arabic is praised in the following words: “de la lingua arabia perivissima et molto experio”, in the Italian translation of the amān granted to the Venetians, See PEDANI, “The Mamluk Documents”, 138.


The role of interpreters in Alexandria

*ādamān al-Iskandariyya*[^35], which means that the government let him out on contract the collection of customs revenues and that, in exchange, he guaranteed to the government a fixed amount for the customs income each year. Thus, he had good reasons to insure that the customs revenues were superior to the guarantee he agreed to give, and in this sense interpreters played a major role in informing his steward of possible sales.

The merchants were always eager to avoid paying customs duties, as demonstrated by Piloti[^96], partly because they were sometimes constrained to pay the imposts twice on the same commodities. It has also already been stressed that the merchants tried to gain privileges such as the advantage of paying the customs duties after the sale. This privilege was not maintained in 1418 or again in 1419[^97]. And one will remember the clause included in the treaty concluded between the King of Aragon and the Mamlûk sultan: “that the consul will have the possibility to appoint whoever he chooses among the interpreters of the weigh-house, whatever his confession be, either Muslim, or Jew, or Christian, in order [...] to enter into negotiation (al-tahaddihih) with the merchants about all the merchandise and goods they elect for sale”. The same words were used in the document under study.

Be that as it may, this oath was surely used as a means of social control, as had already been presumed by Richards with regard to the other examples of the Haram in Jerusalem and of the Monastery of St. Catherine in the Sinai[^98]. Oaths of this genre (*qasâma*), from the Fâtimid period onwards, played the role of social coercion in some categories of the Muslim society. Although entered into at the request of the authorities, these oaths bound the protagonists who were compelled to respect their vow due to the presence of their witnesses. In this respect, the *qasâma* bears comparison with the use made of oaths in Medieval Europe, as shown by the following early example dated 1111, dealing with the money-brokers and dealers in spices, and found inscribed under the porch of the cathedral of San Martino (Lucca, Italy):

“To preserve its memory and to maintain the justice of the court of the Church of St. Martin, we shall write down the oath which was sworn by all [money] changers and dealers in spices of this court, in the time of Bishop Rangerio — so that all men can exchange, sell, and buy with

[^35]: Al-Šavrafi, 2: 486 (under the year 824/1421).
[^96]: See p. 57.
[^97]: Ashton, 251-252.
confidence. All chancers and dealers in spices swore that from that moment forward they would commit no theft nor trick nor falsification within the court of St. Martin nor in those houses in which men are given hospitality.\textsuperscript{99}

To conclude, we have seen that in Egypt, at least from the end of the Ayyûbid period, the interpreters\textsuperscript{100}:

- constituted a profession, most probably hierarchically organised;
- helped the non-Muslim merchants to sell their merchandise with the involvement of brokers (\textit{simsār}, pl. \textit{samāsiru}) whenever the auction was not used;
- were paid thanks to a specific tax of interpretership called \textit{rasm al-\textit{atarjama};}
- countersigned, against payment, the registers compiled when the boats left the harbour
- were sworn in.

Progressively, during the Mamlûk period, those fulfilling this role saw their rights, as well as their duties, increase:

- interpretership tax was sometimes requested twice on the same goods, although this tendency was fought against by the merchants;
- they had authorisation to buy and sell goods;
- they had authorisation to work for a consul, for merchants;
- they received warrants of sales concluded by their intermediary.

With the passing of time and thanks to the increasing advantages, interpreters became more and more powerful and wealthy. Undoubtedly, many of them added commercial activity to their skills, as shown by a rare example mentioned in a biographical dictionary\textsuperscript{101}.

The situation prevailing at the beginning of the 15th c. was to change completely one century later. The discovery of other routes to India, the Ottoman conquest, the decline of trade in the Levant, all this contributed to the decline of Alexandria. Commercial activities developed in new ports, like Izmir, on the eve of the 17th c. In these Ottoman ports, the job


\textsuperscript{100} \textsc{Jamāl al-Dīn }Abd al-Rahmān ibn 'Uthmān al-Sikandarī al-tārijmān al-tājir (d. 845/1445). See \textsc{Al-Sakhawī}, \textsc{Al-Sakhawī}, 4: 93. He also mentions (\textit{ibid.}, 10: 182) a Mūsā ibn Shāhīn al-Shuṣjūlī who was known as Ibn al-tārijmān, because of his father's profession.
of interpreter was seen as a visible profession, affording previously non-existent privileges to the person who fulfilled this function. In this role, for instance, the dragoman of a consul could be exempted from duty, be under the authority, for legal matters, of Istanbul, and so be less at the mercy of the local jurisdiction. In fact, this position was highly sought after by non-Muslims, and mostly by Jews. However, the European nations trusted local dragomen less and less and began to instruct boys, either by sending them to the Levant, or by teaching them languages in their own country. These "jeunes de langue", as they were called, formed an elite in which many Orientalists had their origins.


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