

## Document 1

## Āq Kuhul 2

*mubāya'a* – dated 1 Jumāda I 1214 (1 October 1799)

Ḥājī Āqā Rizā b. Ḥājī 'Alī Yūldāsh Uskū'ī sells parts of the land around the village Āq Kuhul to Mīrzā Asadullāh b. Mīrzā Abū Muḥammad *kalāntar* for the amount of 18 tūmān.

Original in the private collection Turābī-Ṭabāṭabā'ī in Tabriz.

سجلات:

- البایع الطائع اقر بما رقم فيه متناً من المبايعة والاسقاط و اخذ الثمن والضمانة و غيره لدى حرره الداعى، مهر: "عبدہ محمد تقى الحسنى الحسينى"، يك مهر ناخوانا
- قد اقر البایع الطائع بالمبايعة الشرعية بنهج المسطورة المتن فى تاريخ ١٣ شهر جمادى الاولى و اخذ الثمن لدى حرره الداعى، مهر: "[...] عبدہ محمد الحسنى [...]"
- وجه ثمن مزبور متن ريال جديد ضرباخانه تبريز ميباشد كه از قرار يكهزار و دويست و سى دينار تبريزى باشد تحريراً فى تاريخ المتن، همان مهر: "[...] عبدہ محمد الحسنى [...]"

شهود:

- شهد بما فيه، دو مهر: "آقا [...] خان"، "العبد محمد جعفر [...]"
- جوف حال بنحوى است كه صورت تحرير فيه است، دو مهر: ناخوانا، "[...] جعله [...]"
- شهد بما فيه من المبايعة و اخذ الثمن و رضاء الطرفين، مهر: "[...] فرج الله"

- ١ بعد الحمد والثناء، غرض از تحرير اين كلمات شرعى آنست كه حاضر گرديد عاليحضرت حاج الحرمین حاجى آقا رضا ولد مرحوم حاجى على يولداس اسكوئى
- ٢ اقرار نمود بر آنكه بفروخت به بيع لازم صحيح شرعى بالطوع والرغبة بلا اكراه بعاليشان معلى موكان<sup>1</sup> نتيجة الاعاظم الكرام ميرزاى ميرزا اسدالله

- ۳ خلف صدق مرحمت و غفران پناه جنة جاىگاه ميرزا ابو محمد کلانتر سابق دار السلطنه تبریز تمامی و همگی رسد ارث پدری که عبارت از [یکسسه و یازده]<sup>2</sup>
- ۴ از کل قریه آقکھلی و مزارع خواجه آغریز و خواجه کھل با جمیع توابع شرعیہ از اراضی آبی و دیمی و مرايض و مراتع و جبال و تلال
- ۵ معینه معلومه مستغنیه عن الحدود سوای یونچه زار فتحعلی (هشت من) و یونچه زار شکر علی (پنجمن) و یونچه زار حاجی علی یولداش (هشت من) و یونچه زار قربانعلی (دو من) و سوای یقطعه زمین تحت راه ارباط که آبی میباشد که معین است که سی من جو تخم افکن است و پنجمن یونچه زار بمبلغ معین القدر
- ۷ هیجده تومان (سیاق: ۱۸ تومان) تبریزی نقد و طرفین اسقاط جمیع خیارات فسخ خصوصاً دعوی غبن و لو کان فی اعلا مراتبه نمودند و ضماندرک
- ۸ شرعی گردید [...] بایع مشار الیه لو خرج المبیع مستحقاً للغير کلاً او بعضاً و صیغه صحیح شرعی جاری شد و مبیع مزبور مال مختص عالیشان
- ۹ مشار الیه گردید هر گونه تصرف خواهد نماید تحریراً فی غره جمادی الاولی سنه ۱۲۱۴.

#### Attestations by the issuing judges:

- The voluntarily acting vendor acknowledged what has been recorded below as a contract of sale, including stipulations concerning legal action, taking of the price, surety, etc. It took place before me, written by the judge: Muḥammad Taqī al-Ḥasanī al-Ḥusainī
- The voluntarily acting vendor has acknowledged the legal contract of sale in the form as recorded in the text, on the 13th Jumādā I, and he has taken the price. It took place before me, written by the judge: Muḥammad al-Ḥasanī
- The amount of the price mentioned in the text shall be reckoned in new riyāls of Tabrīzī coinage with a value of 1230 dīnār each, written on the date of the text: Muḥammad al-Ḥasanī (same seal as before)

2 This part is problematic: one would expect information in the common form of X shares from a total of Y jointly held shares of the village... I could not find any reading of the present that makes sense. As can be deduced from *Āq Kuhul* 4 (1223/1808) the portion purchased by Mirzā Asadullāh amounted to 3.5 shares from a total of 16 shares.

3 Two words were later inserted that are not readable.

## Witnesses:

- He testified on the contents, two seals: Āqā [...] Khān, Muḥammad Jaʿfar [...]
- The contents are such as recorded, two seals: both not sufficiently readable
- He testified on the contents of the contract of sale, the taking of the price and the satisfaction of both parties, seal: Farajullāh

## Main text:

After praise and laudation. The reason for writing these legal words is as follows: The dignified Ḥājji Āqā Rizā, son of the late Ḥājji ʿAlī Yūldāsh Uskūʿī has appeared in court. He acknowledged the fact that he has sold with a binding, correct and legal contract of sale, voluntarily and without any force, the complete portion of his paternal inheritance of the village Āq Kuhulī to the eminent and most noble Mīrzā Asadullāh, the son of the late Mīrzā Abū Muḥammad, the former *kalāntar* of Tabriz.

His portion consists of [3.5 shares from a total of 16 shares] from the whole village Āq Kuhulī with the hamlets Khwāja Āghrīz and Khwāja Kuhul, with all its legal appurtenances such as irrigated and unirrigated land, sheep pens, pastures, heights and hills. The village is known and not in need of demarcation. Excluded are the alfalfa fields of Faṭḥ-ʿAlī (of 8 man), Shukr ʿAlī (of 5 man), Ḥājji ʿAlī Yūldāsh (of 8 man), and Qurbān ʿAlī (of 2 man). Also excluded is a defined piece of irrigated land on the road to Irbāt that consists of barley (of 30 man) and alfalfa fields (of 5 man). The price has been set at 18 *tūmān-i tabrizī* in cash.

The parties agreed on the exclusion of legal action concerning all rights of withdrawal, particularly action because of fraud—and in case it occurs, it is abominable to the highest decree. Legal surety has been given. The mentioned vendor once he vacated the object of sale is not entitled to anything, whether to the whole nor to parts. The correct and legal juridical form of a contract became thus effective and the mentioned object of sale became the exclusive property of the mentioned eminent purchaser, who can now exercise every kind of possession he desires.

Written on the first Jumādā I of the year 1214.