
Introduction

Ḥamdala & taṣliyah

Praise be to God, the Owner of all Properties, and Hail to the one addressed as “Who but you” [i.e. Muhammad], his kin and descendants, verily they are the heavens’ stars,

الحمد لمالك الاملاك و الصلوة على صاحب
لولاك و آله و اولاده لنجوم الافلاك

Moving on

and then:

و بعد

Declaration of purpose

the reason for writing and composing these words of benign lawfulness is the following:

غرض از تحرير و ترقيم اين كلمات شرعية
العنايات آنست

Transaction

Place and time of the majlis

In the best of times came to the radiant
'House of Law',

که در بهترین وقت از اوقات حاضر شد بدار
الشرع الانور

Seller

the pilgrim to the Haramain, Hajji 'Ali
Akbar, son of the late Karbala'i Badr
Khan, a preacher from Tabriz known as
Shah Vermeshlu

حاج الحرمین حاجی علی اکبر ولد مرحوم
کربلای بدر خان خطابی تبریز مشهور بشاه
ویرمشلو

Acknowledgement of free will

who legally acknowledged that – of his
own free will and desire –

و اعتراف شرعی نمود بر آنکه بالطوع والرغبة

Selling

he had sold

بفروخت

Type of contract

through a legally correct and valid,
binding and obliging *mubāya'a* and a
covenant according to Islamic
denomination

بمبايعه لازمه جازمه صحيحه صريحه شرعيه و
معاقده مليه اسلاميه

Buyer

to the eminent, high-ranking, a pillar of
grandeess and notables and scion of sayyids
and noblemen, Mirza Muhammad Riza
'Abd al-Vahhabi, the *vakīl-i ra'āyā* of the
dār al-saltāna Tabriz

بعلیشان معلی مکان عمدة الاعاظم والاعیان
سلالة السادة والنجبائی میرزا محمد رضا عبد
الوهابی وکیل رعایای دار السلطنة تبریز

Object marker

all of

تمامی و همگی

Object

the jointly held half of a well-known and
demarcated garden, planted with vines,
located in the area of Malahjan of
Mihranrud, known as the Bagh-i Mirza
Zahid Khan with the size of 100 man
'seed'

نصف شایع یک قطعه باغ مکرومه معینه معلومه
واقع در اراضی ملهجان مهرانرود مشهور بباغ
میرزا زاهد خان مشتمله بمبذر یکصد من

Borders

which borders the land of Hajji Rafi', the
garden of Hajji Aqa Baba and the street

محدوده بزمین حاجی رفیع و بباغ حاجی آقا بابا و
بشارع

Appurtenances

با جميع توابع شرعيه و لواحق مليه اسلاميه

with all legal appurtenances and accessories according to Islamic convention

Price

سياق: ۲۷ تومان ۵۰۰۰ دينار

بمبلغ معين القدر بيست و هفت تومان و پنج هزار دينار تبريزي رايج معامله نصفه تاكيدا له سيزده تومان و هفت هزار و پانصد دينار

سياق: ۱۳ تومان ۷۵۰۰ دينار

for the price of a determined amount of 27 tuman and 5,000 dinar of current circulation, its affirmed half being 13 tuman and 7,500 dinar as specified,

Legal clauses and conclusion

Confirmation of effected transfer

which was taken with his legal acknowledgement, and the honourable Vakil, as the aforementioned customer bought the whole recorded object for the price agreed upon as contracted.

موصوف مأخوذ باعترافه الشرعي و بخريد وكيل عاليشان مشتري مشار اليه تمامي مبيع مرقومرا بثمان منعت فيه و معقود عليه

Contract put into force

Between them a shari'a-conform, correct contract of sale and agreement of Islamic denomination according to the obligatory revealed Law took place and became effective.

و بينهما عقد مبايعه صحيحه شرعيه و معاقده مليه اسلاميه موافق قانون شرع مطاع واقع و جاري شد

Exclusion of annulment (faskh)

The aforementioned seller has knowingly and consciously dropped and released all legal claims with regard to options of annulment of sale, such as legal action because of fraud – and be it of the highest decree.

و بايع مزبور دانسته و فهميده تمامي دعاوي موجه خيارات فسخ بيع سيما دعوي غبنرا و لو كان في اعلامراتبهر اسقاط و ابراء نمود

Guarantee of liability (darak)

Concerning the guarantee of legal liability – in case other claimants to the sold property arise, whether whole or in parts, on whom the Lawgiver made it incumbent, liability rests with the aforementioned seller, according to Islamic liability conventions.

و ضمانه درك شرعي آن عند خروج المبيع مستحقاً للغير كلاً او بعضاً على من اوجبه الشارع بعهد بايع مزبور است ضماناً اسلامياً

Affirmation of new ownership

Now, in consequence of this legal and correct contract of sale, the whole aforementioned object became the exclusive property of the aforementioned eminent buyer. He shall use it in every way he wants, such as owners' exercise rights on their properties and those holding rightful actual control over their possessions.

اکنون بموجب اين مبايعه صحيحه شرعيه گرديد تمامي مبيع مزبور ملك مال خاص خالص عاليشان مشتري مشار اليه بهر نحوي كه خود ... نمايد كتصرف الملاك في املاكهم و ذوى الايد و الحقوق في ايدهم

Date

This took effect on the 24th Rajab 1186.

و جرى ذلك في ٢٤ شهر رجب المرجب ١١٨٦

Margins

Invocation

He alone is the owner

هو المالك

Endorsement

He –

هو هو

In the Name of God, the best of Names.
The well-known seller, acting out of his
own will, acknowledged and recognised
what is written in it concerning the legal
deed of sale, it took place before me,
written by the judge:

بسم الله خير الاسماء

البائع الطايح المعروف اقر و اعترف بما زبر فيه
من المبايعة الشرعية لدى حرره الداعي:
«المتوكل على الله الغنى عبده عطاء الله الحسينى»
«عبده محمد تقى الحسنى الحسينى»

Seals by the *shaikh al-islām* ‘Ata’ullah
al-Husaini and the *qāzī* Muhammad Taqi
al-Hasani al-Husaini

Witnesses

Witnesses:

شهود:

The refuge of sayyiddom and nobility
Mir Mahdi b. Mir Muhammad Rahim
Khiyabani

سيادت و نجابت پناه مير مهدى ولد مير محمدرحيم
خيابانى