

Non-Ottoman Documents in the *Kādīs'* Courts (*Môloviya*,  
Medieval Charters): Examples from the Archive of the  
Hilandar Monastery (15<sup>th</sup>–18<sup>th</sup> C.)

*Aleksandar Fotić*

Between the fifteenth and eighteenth centuries, and subsequently as well, there circulated in the Ottoman Empire not only documents written in Arabic script and the Ottoman Turkish or Arabic languages but also those in other scripts and languages. They were composed both by the Ottoman administration and by other institutions and individuals. Official documents in languages other than Ottoman issued by the Porte or by local Ottoman authorities in the first centuries of the empire have long been known and they are not relevant to the subject of this paper; nor is the correspondence of Ottoman high officials, frequently written in various languages, especially in the empire's border regions.

What is interesting and has not been sufficiently studied is the use and validity in the Ottoman *shari'a* court of old medieval charters, and of various contemporary documents, contracts, involving non-Muslim subjects. Many of these documents were issued by the church chancellery, or are related to matters of indebtedness of persons or institutions, especially churches and monasteries. What is particularly worth emphasizing is the fact that these contemporary documents written in Cyrillic script and in the Serbian/Bulgarian language, as well as those in the Greek language, sometimes involved Muslim dealings with non-Muslim subjects. Muslim subjects were involved even in very important documents, such as those concerning payment of debts or giving land as security. The fact should also be pointed out that such agreements were not only made in border regions or recently conquered areas, but also in those that had been under Ottoman rule for centuries, i.e. in the regions where the *zimmi's* were familiar with the functioning of the Ottoman *shari'a* courts and were accustomed to turn to them often and of their own free will even when a problem was soluble without the intervention of the Ottoman authorities.

The purpose of this paper is to demonstrate the use of non-Ottoman documents and their validity in the *shari'a* court. Naturally,

I am well aware of the fewness and limitations of the examples I am about to discuss.

### Môloviya

The sixteenth- and seventeenth-century documents from Hilandar Monastery (Mount Athos) written in Cyrillic or in Greek scripts have been known to scholarship for almost one hundred years. They comprise sales contracts, realty exchange contracts, certificates confirming discharge of debt, settlement acts concluding long disputes etc.<sup>1</sup> Also long-known are numerous similar documents from the archives of the Monastery of Cetinje, the seat of the Montenegrin metropolitan. The latter also include documents about donating fields and vineyards to the Monastery of Cetinje for the peace of one's soul. In some documents, even in those just mentioned, local Muslims occur along with Christian witnesses. In some, on the other hand, for example in documents concerning the exchange or sale of plots of land, there occurs a Muslim acting as party to a contract. There are also classical documents confirming that the Monastery took land as security until the debt was paid. Interestingly, the Muslims also used to take loans from the Monastery of Cetinje, and to compose contracts in Serbian and without Muslim witnesses.<sup>2</sup>

Such documents have been relied on as a historical source in various ways and countless times. It seems, however, that a crucial question has never been posed: why were they written in the languages of local Christians, especially when one of the parties involved was a Muslim? Furthermore, were those documents valid in the Ottoman state court and did the *kâdîs* consider them admissible? Also, if they were not accepted as valid proof in the shari'a court, did they make any sense at all?

It is clear today that a number of such documents were either free and abridged translations of the *tapunâmes* and *hüccets* originally composed before the Ottoman authorities, made for internal use, or constituted a special type of official documents derived from *tapunâmes* and *hüccets*. Their purpose must have been to facilitate communication with the other party, and to make the monastic archive easier to handle. And yet, even those translations occasionally contain the signatures of Muslim witnesses and the seals of Ottoman officials, as, for example, the *bôstâncı zâbit*'s seal in some Hilandar documents. At times they were even more accurate than the Turkish originals in describing the boundaries of the fields bought or exchanged. This is the case of the Cyrillic documents concerning the exchange of fields in Komitissa and Proavlaş/Prevlaka between a Hasan *Çelebi* and the monks of

Hilandar in 1590.<sup>3</sup> The case of the certificate of settlement concluding the 1644 dispute between Hilandar and Zographou over some land is different. This case shows clearly that the dispute had been settled by the *kâdî*, and that according to the *hüccet*, each brotherhood composed its own Cyrillic document *омоложуа* (*omolodjia*), which they sealed and exchanged.<sup>4</sup>

Transactions including sale, purchase or exchange of land, or other immovable property had to be registered in the *kâdî*'s court, and confirmed by Ottoman officials. Not only were fees assessed on such transactions, but also the holder of the land had to be known to the authorities. However, contracts and certificates concerning debt payments and the giving of realty as a security could have missed the *kâdî*'s court at any time, despite the fact that the recording of such contracts in the *siills*, and the obtainment of *hüccets* would have provided an additional guarantee that a particular obligation would be fulfilled. Nevertheless, it seems that the parties found it sufficient to put the contract together in Greek or Slavic, or any other language depending on the region. Such cases did happen, and the Ottoman documents from the Hilandar Monastery Archive themselves provide the proof.

The first *hüccet* I dealt with no more than indicated the problem. The solution was suggested only later, when I came across some documents expressing a similar situation in a slightly different way. In the summer of 1716 *Mübâsir* 'Ali Ağa was assigned to act for the state and take over the property of the late 'Ayşe *Hâtûn* of Thessaloniki. Among her papers he found a certificate which was titled '*môliya*' (*مولية*), stamped with the seal of Hilandar, and concerned a 500-*gurûş* debt (...*manâstir-i mez'bûr mübr ile membûr* ), stamped with the seal of Hilandar, and concerned a 500-*gurûş* debt (...*manâstir-i mez'bûr mübr ile membûr môliya [sic] ta'bir olunur temessükleri...*). Actually, the monastery had given one of its metochia (*çiftlik*) in Kalamaria, near Thessaloniki, as security for the loan. The monks paid their debt to 'Ali Ağa and the metochion was released from its pledge.<sup>5</sup> Unfortunately, the *hüccet* reveals nothing else. The following examples will show that the *kâtib* of the *hüccet* omitted one letter '*vav*' (*و*) while writing a term unfamiliar to him.

In another document, the same type of certificate was referred to in a somewhat more precise manner. 'Ali Beğ, son of 'Abdullah, a *cüнді* from Thessaloniki, had given a loan to Hilandar. In the summer of 1610, when the monks discharged their debt with interest (22,000 *akçes*), that was registered in the shari'a court of Thessaloniki. The *kâdî* issued a *hüccet* containing 'Ali Beğ's acknowledgment of the full discharge of their debt. The following part of his statement is worthy of quoting: '...should I subsequently produce the certificate called *môlôviya* [*sic*] in relation to this case, let it not be enforced...' (...*eğër*

*ba'de zamân bu husûs için môleviya nâmında teşkirelerin ibrâz edersen 'amel olunmya...').<sup>6</sup> Naturally, until it has become clear what it all was about, this word written in Arabic script (موليه) could be read in a variety of ways (*mevleviye, müvelviye*, etc.).*

It was only thanks to a third document that it became possible to draw some reliable inferences. Once again, it concerned a secured loan. The brotherhood of Hilandar had taken a loan from Süleyman Beğ, son of 'Abdulmenan of Siderokavsia (Sidrekapsi), giving as security a meadow and a summer pasture near Novo Selo/Yeñi Köy (today Neohorion). As a certificate of security, the monks '...gave him a môleviya [*sic*] stamped with the seal of the aforesaid monastery and written in their script...' (...*yedine manâstır-i merkûm hâtemile mahtûme ve kendü hattlar ile tabir olunmuş môleviya virmişler...*). After Süleyman's death, the document was inherited by his underage children. That is what 'Ayşe Hâtûn, the mother and representative of his children, said before the shari'a court in 1616, when the monks decided to repay the debt of 8,000 akçes. Having been given the money, 'Ayşe Hâtûn released the monastic property from pledge. Also, in a form similar to the hüccet described above, she obliged the court to eânsider this môleviya inadmissible should she ever reopen the case again. And she emphasized that, because she had lost the document and was therefore unable to return it to the monks: '...çayırı ve yaylakı teslim edüb fekk-i rehn eyledi lakin zâker olunan môleviyaları zâyı' olmağın mezbûrlara virilmedi ba'd el-yevm eğer môleviya ibrâz olunub husûs-i mezbûre müte'allık da'vâ u nizâ' sâdire olursa led el-hükkeâm ül-kirâm mesmû'a ve makbûla olmasın...'.<sup>7</sup>

What inferences may be drawn from the three hüccets? First of all, we obviously are dealing with documents written in a non-Ottoman language. Given that Hilandar was a Serbian monastery, and that a mixture of Serbian and Bulgarian was widely in use in the Chalcidice, such documents could have been written both in Greek or in Cyrillic scripts. Having been issued in the name of the monastery, the documents bore the latter's seal. A thorough reading of several Cyrillic documents of a similar type and of those from the monastery's archive makes it clear that for such contracts the Serbs and Bulgarians almost as a rule used the word: *ωμολογία, ωμολοηία* (*omologia, omolodjia*). Obviously, this is the Greek word *omologia* (*ομολογία*), meaning: admission, confession, debenture etc.<sup>8</sup> That is to say, the exact equivalent of the Ottoman terms: *temessük* and *teşkire*. There is almost no doubt that the term used in the hüccets was *omologia*, but slightly modified to suit the Turkish pronunciation. So, the word in Arabic script should be read as *môleviya*, or *môleviya* and not in any other way.

The *omologias*, as we have seen, were accepted by the shari'a court as valid proof. This is demonstrated by the one allowing a suit

to be filed before the *kâdî*. It could be said with certainty that a challenge to the authenticity of an *omologia* by one side would, according to the Islamic law, require the witnesses to be called to testify. Many of such documents contain the names of the witnesses to the case, written after the main text.

The other conclusion is that the procedure of lending money and giving security was not necessarily registered in court. Not even when one party was Christian and the other Muslim. Once the debt was discharged, the related *omologia* was simply returned to those who had written it. It is quite clear why the discharge of a debt and the release from pledge were registered in cases where the original *omologia* was lost. What remains insufficiently clear is the reason for the registration in court in the case where an *omologia* existed. Why would the discharge of a debt be registered by the *kâdî* when the loan itself had not been? Apparently the decision was made exclusively by the actual parties to the contract, who could—but did not have to—protect themselves against any claims or future litigation. Some previous experience must have taught the monastery's administration the lesson that a discharge of debt should be additionally confirmed by the *kâdî*'s official *hüccet*.

The existence of *omologias* in mixed milieus, with predominantly Christian population, shows that the Muslim community sometimes accepted the local customs and traditions of the *zimmis*. They observed local customs although there was a safer possibility, that of registering loans in the *kâdî*'s *shari'a* court. An attempt to avoid the registration costs does not seem to me a satisfying explanation. These costs were insignificant compared with the possible loss. Rather, this could be the universally known legal action of taking a loan going together with the borrower's written obligation, the language of the document being legally irrelevant. Of course, to write *omologias* in Greek or Bulgarian/Serbian was just one possible way of putting a contract on paper, not a custom in *Sidrekapsı* or in other areas with a mixed population. The majority of loan contracts were registered in the *kâdî*'s protocol book (*sicill*), as evidenced by a number of examples from Hilandar Monastery's Ottoman archive. I shall once more emphasize the fact that in all the three mentioned cases it was not a Muslim lender who turned to the *shari'a* court in order to protect himself, but the Christians who wanted an official confirmation that they had paid the debt back.

The occurrence of documents written in 'another' language has been also noticed in areas that came under the rule of Islamic states in the early period of Islamic expansion. This is encountered in areas where the *shari'a* court had functioned for centuries prior to the Ottoman conquest. A student of the life of the Jewish people in Jerusalem under Ottoman rule, Amnon Cohen, has found among the

sicills of the kâdi of Jerusalem from the first half of the sixteenth century a few cases of the use of documents written in 'Jewish script' or in the 'Hebrew language' (*muktatab bi-hatt al-yahûd; al-muktatab bi'l 'ibrâni*). In addition to witnesses providing evidence for their cases, the Jews of Jerusalem also submitted their marriage certificates and documents concerning financial transactions, most commonly the giving or taking of a loan. Examples included two contracts written 'in Jewish script and in Hebrew' made by a Muslim lender and a Jewish borrower.<sup>9</sup> These cases are very similar to the cited examples from the Balkan area. It is therefore reasonable to infer that the recognition of documents in 'other' languages and scripts was a practice known in the shari'a court even before the Ottoman conquest.

### Medieval Charters

The use of medieval charters also pertains to the subject discussed in this paper, although the date of such documents precedes the Ottoman conquest of the Balkans, sometimes by several centuries. The Ottoman documents preserved in the Hilandar Monastery Archive provide information about the way this category of non-Ottoman documents was used and accepted by the shari'a courts. Almost all of the medieval charters mentioned in Ottoman documents are false. However, their being original or false is irrelevant to this topic.

There were many reasons to watch very carefully over old medieval charters. Their practical significance was unquestionable in the Ottoman period too. In addition to having been accepted as proof in the Ottoman shari'a court, they were often taken to the Metropolitan courts and the Patriarchal court in Istanbul, which also used to settle many an inter-monastic dispute. On the other hand, the Athonite monks sometimes took the old charters with them on their alms-collecting tours of the Balkan hinterland. They were to illustrate the great appreciation of the monastery showed by the earlier medieval nobility, conveying the clear message that the future donors should follow their example in accordance with their own means.

After the Ottoman conquest of the Balkans, charters of medieval rulers and nobility, Byzantine, Serbian and other, were accepted as the certificate of origin and tenure of the monastic metochia and other estates, despite all the difficulties accompanying the recognition of such possessions including selective attitude, changes in property status and boundaries. In Ottoman documents, such charters were frequently referred to as *vaksfiyye* or *vaksfnâme*, terms designating a Muslim deed of foundation.<sup>10</sup>

The fact that such documents were accepted as proof in Ottoman courts is unambiguously testified to in the statement the monks of Hilandar gave in court during a well-prepared and capably managed dispute with Esphigmenou over a part of their usurped estate on Mount Athos. In a hüccet of 1561, the monks of Hilandar, defending their rights and delineating the estate's boundaries, explained that the plot of land in question had before the imperial conquest been donated to their monastery in conformity with their 'false customs', that it had since ancient times been registered in their 'worthless' vakfiyye [deed of donation] and that, after the imperial conquest, everything concerning them was confirmed by the previous rulers the way it had always been, upon which the *fermân* was issued: '*...feth-i bâkâniden akdem âyîn-i bâtilumuz üzere manâstırımızza vakf olub ve kadîm ül-eyyâmdan vakfiyye-i âtilamızda mestûr olub feth-i bâkâniden soñra mülûk-i mâziyye rahamahum-llah kemâkân cümle umûrümüzü mukarrer tutub fermân sâdir etmişler...*'<sup>11</sup>

A 'arx of Fethullah, kâdi of Gömülcine (present-day Komotini), dated 1485/86 testifies that the 1347 charter of the emperor Dušan (although apparently being false) was produced as proof in the dispute between the monasteries of Hilandar and Zographou over an estate in Komitissa: '*...This is a vakıf of the Hilandar monastery of Despotic origin ... for this we have our vakıfnâme and witnesses also ... we have shown the document that this bounded plot of our land was donated 144 years ago...*' (*...Despôt aslından Hilândar manâstırına vakf olub ... bu vecble olduğına vakıfnâmemiz ve şâhidlerimiz dâhî var ... mabdûd yerimiz yüz kırk dört yıldan berü vakf edüğine nâme ibrâx edüb...*)<sup>12</sup>

After Ebu's-su'ud's systematization of land regime and land taxes in 1568/69, remembered among the Christian subjects as the 'confiscation affair', all the monasteries had to possess tapunâmes (or *hudûdnâmes* – if the possessions were within the borders of Mount Athos) as a proof of their right to hold a piece of land.<sup>13</sup> After that date one would not expect the medieval charters to have appeared in the kâdi's courts any more, but in fact they did.

In a hüccet issued in 1583, concerning Hilandar's dispute with Esphigmenou, relevant witnesses confirmed that certain sites on Mount Athos belonged to Hilandar. They pointed out that the monks: 'possess the papers written some four or five hundred years ago, in the Greek language' (*...dört beşyüz yıldan Rûm dilince yazılan kâğıdlarımızda her manâstırın yerleri ki ta'yîn olunmuşdur...*)<sup>14</sup> In this dispute, the charter was not presented as a key proof; Hilandar had provided itself with relevant Ottoman documents. The charter was mentioned here just as an illustration of Hilandar's 'centuries-old' right to those sites. It was used to enhance that right and to facilitate the introduction of the new relevant witnesses, the Athonite elders and the *protos* himself. In intermonastic disputes over the property

within the limits of Mount Athos, the opinion of the members of Athonite *Synaxis* was of great importance. In this case, their opinion was presented to the kâdî just as a notification that the Athonite community was on Hilandar's side and that his possible acceptance of invalid arguments produced by the other side would not pass smoothly.

On the other hand, Hilandar once objected to the use of Byzantine charters as a proof in favour of the opposing party. In October 1614, in the course of its long dispute with Iviron, Hilandar requested from the Porte that the fermân be issued forbidding encroachments on its pasture in Komitissa/Styliaria. As a result, the kâdî of Thessaloniki was ordered not to accept the certificates dating from the times of the 'infidel', which were submitted by Iviron (...*elimüzde kâfir zamanından temessükümüüz vardır deyü...*), should Hilandar's claim turn out to be true that it had been holding the land regularly, with a title-deed (*tapu ile*), for thirty years.<sup>15</sup> In this case, the fermân pointed to the validity of a proof. An official Ottoman document could not be contested by a Byzantine charter. In order to contest the official tapunâme, Iviron had to provide additional evidence, which it was unable to manage for centuries.

Similar examples can be found in the archives of other Athonite monasteries as well. I am indebted to Dr. Ilias Kolovos for the data from the Xeropotamou Monastery Archive. During the dispute with the monks of Xeropotamou in 1615, the brotherhood of Simonopetra submitted to the kâdî of Thessaloniki a document written in Greek script (*Rûm hattile*). It was, without doubt, the well-known copy in Greek of a false (?) charter of Despot Jovan Uglješa, dated 1364. Simonopetra failed to obtain the land in question because their rivals produced a valid hüccet proving their rights.<sup>16</sup>

Although there is not sufficient evidence to confirm, it may be easily assumed that the acceptance of charters was not associated exclusively with the territory of Mount Athos and its monasteries. In 1638 when the local villagers tried to arrogate the 'baštine' of the Monastery of Cetinje (Montenegro) to themselves, the metropolitan Mardarije brought his suit to the 'emperor's kâdî'. Why to the kâdî? 'Because'—as the metropolitan explained in the same document—'the Turks ruled at the time'. The following words also belong to the metropolitan: he 'produced to the kâdî the chrysobulls of Ivan Crnojević and other documents given to us by the Turkish squires'. Thereupon 'the kâdî confirmed the monastery's property [*baštine*]'. We know the whole story about the dispute from a settlement act in Serbian Cyrillic written in the metropolitan's office.<sup>17</sup>

It should be emphasized though that, in addition to medieval charters, the Athonite monasteries *always* substantiated their cases by providing witnesses who were either to confirm the charter's content



or to give independent testimony. This should not be considered the sign of distrust of charters as such. Rather, in Islamic law, oral testimony always had precedence over written documents. Although mostly in theory, written documents were to be accepted as evidence only if their content was confirmed by the testimony of witnesses. If it applied to Islamic documents, it must also have applied to non-Islamic documents. If their content had been challenged, even hüccets, although bearing the kâdî's personal signature and seal, were sometimes only accepted as valid proof after having been authenticated by the witnesses in attendance. Although neglected in theory, in practice written documents were widely accepted by all Islamic governments.<sup>18</sup>

It is clear that centuries-old charters would have been worthless in the kâdî's court without witnesses to confirm their contents, particularly if the opposite party supplied the court with valid contemporary Ottoman documents relevant to the case. The examples from the history of Hilandar and its possessions show that the monks presented the charters almost exclusively in the disputes for which they were not able to provide valid Ottoman documents. Once they had won a case on the basis of an old charter and witnesses, and had obtained the lawful hüccet, tapunâme, or hudûdnâme in the case of estates within Mount Athos, they ceased using the charter. From that time on, all the disputes, over the same location were built on the arguments contained in the Ottoman documents. This can be clearly seen from the history of the disputes in the Komitissa region and from the way the hudûdnâme was issued and used.<sup>19</sup>

Self-evidently, medieval charters as a form of document have nothing to do with documents, omologias, from the Ottoman period. What links them together in this research is the fact that both forms, as documents written in some of the Balkan languages and scripts, were officially used in the Ottoman shari'a courts and in approximately the same historical period. The examples, although limited in number, have shown that both forms of documents did have legal force. Especially if their authenticity and content were confirmed by witnesses. The spread and use of non-Ottoman documents in the Balkans and other parts of the Ottoman empire seems to have been a much more common phenomenon than may be inferred from the few sources studied. The legal life of such documents was not reduced to a single level determined by the requirement that the parties involved both belong to the same religious or ethnic community. As the Islamic legal system placed no bar on the acceptance of such documents in the shari'a court, Muslims were free to join in if they wanted to. The study of the everyday life of non-Muslim peoples in the Ottoman empire,

particularly when based on the sources such as shari'a sicills and hüccets, frequently raises new and exciting questions. Given the small amount of information, I am far from proposing any final conclusions, but I certainly intend this contribution as a means to draw attention to an interesting phenomenon that is well worth studying.

## Notes

The research for this paper and the participation in the fifteenth CIEPO symposium was made possible through the grant from The Skilliter Centre for Ottoman Studies, Newnham College, Cambridge. I would like to thank them for their support.

<sup>1</sup> *Actes de Chilandar*, prep. Petit et B. Korablev [Actes de l'Athos V] *Vizantijskij Vremennik* XVII (1911) No. 166; St. M. Dimitrijević, 'Dokumenti hilendarske arhive do XVIII veka', *Spomenik* LV (1922) 25-8; V. Mošin, 'Akti iz svetogorskih arhiva', *Spomenik* XCI (1939) 191-2; V. Mošin in A. Sovre, *Dodatki na grškim listinam Hilandarja. Supplementa ad acta Graeca Chilandarii* (Ljubljana, 1948), 44-9.

<sup>2</sup> T. Nikčević and B. Pavičević, Cetinje (eds.), *Crnogorske isprave XVI-XIX vijeka* (1964), 1-16.

<sup>3</sup> Dimitrijević, 25-6. The surviving Ottoman documents include a *tapuîname* and a *hüccet* (in an uncertified transcript of a later date) regarding a property exchange. See Hilandar Monastery Archive, *Turica* (further HMAT), 1/95, 12/37/28.

<sup>4</sup> Dimitrijević, 27.

<sup>5</sup> HMAT, 3/243.

<sup>6</sup> HMAT, 2/120.

<sup>7</sup> HMAT, 2/123.

<sup>8</sup> Εμμ. Κριαράς, *Λεξικό της μεσαιωνικής ελληνικής δημόδου γραμματείας (1100-1669)*, tom. 1B', Θεσσαλονίκη 1993, 311.

<sup>9</sup> A. Cohen, *Jewish Life under Islam. Jerusalem in the Sixteenth Century* (Cambridge, 1984), 124.

<sup>10</sup> HMAT, 1/37, 11/1, 11/2. An Ottoman document of 1572 from Kastamonitou, probably forged, also makes mention of 'vakfiyes in Greek script'. J. C. Alexander (Alexandropoulos), 'The Lord Giveth and the Lord Taketh Away: Athos and the Confiscation Affair of 1568-1569', *Mount Athos in the 14<sup>th</sup>-sixteenth Centuries (Athonika Symmeikta 4)* (Athens, 1997), 171-2. The references to the *vakfiyye/vakifnâme* in the Greek, Serbian or other languages should by no means be confused with the frequently mentioned and well-known general *vakifnâmes* of the Athonite monasteries written in Ottoman and issued at the time of the confiscation and redemption of monastic estates in 1569. Alexander, 169-76; A. Fotić, 'Sveta Gora u doba Selima II', *Hilandarski zbornik* 9 (1997) 153-5.

<sup>11</sup> HMAT, 1/37.

<sup>12</sup> HMAT, 11/1, 11/2. Published with a facsimile and a Serbian translation in V. Boškov, 'Mara Branković u turskim dokumentima iz Svete Gore', *Hilandarski zbornik* 5 (1983) 206-8.

<sup>13</sup> For the confiscation and redemption of the Athonite monasteries' estates, see Fotić, 'Sveta Gora u doba Selima II'; idem, *Sveta Gora i Hilandar u Osmanskom carstvu (XI-XI II vek)* (Beograd, 2000), 49-52; Alexander (Alexandropoulos), 'The

Lord Giveth'; E. Kermeli, 'The Confiscation and Repossession of Monastic Properties in Mount Athos and Patmos Monasteries, 1568-1570', *Bulgarian Historical Review* XXVIII, 3-4 (2000), 39-53 (the author does not mention previous articles on confiscation affair in Mount Athos).

<sup>14</sup> HMAT, 1/81.

<sup>15</sup> HMAT, 12/37/51.

<sup>16</sup> Η. Κολοβός, *Χωρικοί και Μοναχοί στην Οθωμανική Χαλκιδική (15<sup>ος</sup>-16<sup>ος</sup> αι.) Όψεις της οικονομικής και κοινωνικής Μωνής στην ύπαιθρο και η Μωνή Ξηροπόταμου*, Θεσσαλονίκη 2000, 170 [Ph.D. Diss. in manuscript].

<sup>17</sup> *Crnogorske isprave XVI-XIX vijeka*, 8-10.

<sup>18</sup> R. Brunschvig, 'Bayyina', *EI<sup>2</sup>*; J. Schacht, *An Introduction to Islamic Law* (Oxford, 1964), 82-3, 192-4; R. C. Jennings, 'Limitations of the Judicial Powers of the Kadi in 17<sup>th</sup> C. Ottoman Kayseri', *Studia Islamica* 50 (1979), 173-4.

<sup>19</sup> A. Fotić, 'Dispute between Chilandar and Vatopedi over the Boundaries in Komitissa (1500)', *The Monastery of Vatopedi. History and Art (Athonika Symmeikta 7)*, (Athens, 1999), 97-101; idem, *Sveta Gora i Hilandar u Osmanskom carstvu*, 252-65, 275, 280, 283-5.

# Contents

Introduction <i>Rhoads Murphey</i>	1
<b>Chapter 1: Ottoman-European International Relations</b>	
Ibrahim Peçevi on War: a Note on the 'European Military Revolution' <i>Colin Imber</i>	7
Some Remarks upon the Ottoman Geo-Political Vision of the Mediterranean in the Period of the Cyprus War (1570-1573) <i>Maria Pia Pedani</i>	23
Ottoman Accounts of the Hungarian Movements against the Habsburgs at the Turn of the 17 <sup>th</sup> and the 18 <sup>th</sup> Centuries <i>Sándor Papp</i>	37
<b>Chapter 2: Ottoman Manuscripts in Europe</b>	
The Collection of Ottoman-Turkish Documents in Sweden <i>Elżbieta Świącicka</i>	49
Non-Ottoman Documents in the <i>Kâdîs'</i> Courts ( <i>Môlôviya</i> , Medieval Charters): Examples from the Archive of the Hilandar Monastery (15 <sup>th</sup> -18 <sup>th</sup> C.) <i>Aleksandar Fotić</i>	63
Johannes Heyman (1667-1737) His Manuscript Collection and the Dutch Community of Izmir <i>Jan Schmidt</i>	75
Calendars and Guidebooks in Greek Language as Sources for Getting to Know an Ottoman City <i>Engin Berber</i>	91

### Chapter 3: Ottoman-European Cultural Exchange

East is East and West is West, and Sometimes the Twain Did Meet Diplomatic Gift Exchange in the Ottoman Empire <i>Hedda Reindl-Kiel</i>	113
Mapmaking in Ottoman Istanbul between 1650 and 1750: A Domain of Painters, Calligraphers or Cartographers? <i>Sonja Brentjes</i>	125
Egyptian and Armenian Schools Where the Ottoman Students Studied in Paris <i>Adnan Şişman</i>	157
Arab Scholars from the Ottoman Empire in Russian Universities in the Nineteenth and Early Twentieth Centuries <i>Svetlana Kirillina</i>	165
Wakfs in Ottoman Cyprus <i>Netice Yıldız</i>	179
<b>Chapter 4: Christian Influence and the Advent of the Europeans</b>	
Negotiating for State Protection: <i>Çiftlik</i> -Holding by the Athonite Monasteries (Xeropotamou Monastery, Fifteenth-Sixteenth C.) <i>Elias Kolovos</i>	197
Construction of Churches in Ottoman Provinces <i>Muammer Demirel</i>	211
Accidents, Sabotage, and Terrorism: Work Hazards on Ottoman Railways <i>Peter Mentzel</i>	225
Being a Part of the <i>Cinderella Service</i> : Consul Charles Blunt at Salonica in the 1840s <i>Bülent Özdemir</i>	241
Contributors	253
Index	255

Frontiers of Ottoman Studies:  
State, Province, and the West

Volume II

*Edited by*

Colin Imber, Keiko Kiyotaki and Rhoads Murphey

**I.B. TAURIS**

LONDON · NEW YORK

Published in 2005 by I.B. Tauris & Co. Ltd  
6 Salem Road, London W2 4BU  
175 Fifth Avenue, New York NY 10010  
[www.ibtauris.com](http://www.ibtauris.com)

In the United States of America and in Canada distributed by  
St Martin's Press, 175 Fifth Avenue, New York NY 10010

Copyright © Colin Imber, Keiko Kiyotaki and Rhoads Murphey, 2005

The right of Colin Imber, Keiko Kiyotaki and Rhoads Murphey to be identified  
as the Proprietors of this work has been asserted by the Proprietors in  
accordance with the Copyright, Designs and Patents Act 1988.

All rights reserved. Except for brief quotations in a review, this book or any part  
thereof, may not be reproduced, stored in or introduced into a retrieval system, or  
transmitted, in any form or by any means, electronic, mechanical, photocopying,  
recording or otherwise, without the prior written permission of the publisher.

Volume 1.

Library of Ottoman Studies 5

ISBN: 1 85043 631 2

EAN: 978 1 85043 631 7

Volume 2.

Library of Ottoman Studies 6

ISBN: 1 85043 664 9

EAN: 978 1 85043 664 5

A full CIP record for this book is available from the British Library  
A full CIP record for this book is available from the Library of Congress

Library of Congress catalog card: available

Printed and bound in Great Britain by MPG Books Ltd, Bodmin, Cornwall  
Camera-ready copy edited and supplied by Keiko Kiyotaki