

informal contract or engender a valid contractual settlement.³³⁸ For example, frequently in the Hebron court of the late-nineteenth century did the heirs of a soldier or government clerk bring litigation against a government official, charging that the official owed a small, personal debt to their deceased relative. Also mentioned during the course of the case was the deceased's unpaid salary, still held at the treasury (*şunduq al-khazīna*). Unfailingly, the accused would acknowledge the debt but deny that the litigants were valid inheritors of the deceased. The inheritors were then given the opportunity to have their relation to the deceased documented. In this type of case, complainants had two goals, neither of which was explicit in the way the case was framed and recorded. First, the deceased's relatives wanted to have their relation to the deceased and status as legal inheritors substantiated. Second, they desired to establish legally that the deceased had assets in the treasury, as well as the amount of these assets. The ruling proving their status and acknowledging the fictitious debt on the part of the official also established a contractual obligation to pay to the inheritors the deceased's salary held in the treasury, even though this was not explicit in the ruling.³³⁹

The most transparent examples of procedural fictions in Hebron were petty litigations between notables that took place on dates of religious significance, such as the

³³⁸ The subject is a main theme of Ghazzal's *Grammars of Adjudication: The Economics of judicial decision making in fin-de-siècle Ottoman Beirut and Damascus* (Beirut: Institut Français du Proche-Orient) . Quotation on p. 16. See especially typologies of these cases outlined in Table 2-2, pp. 164-167.

³³⁹ The case mentioned above regarding the clerk at the Court of First Instance is one such case.