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Swearing by God: Muslim Oath-Taking in Late Medieval and Early Modern Christian Iberia

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Abstract

This paper examines Muslim oaths found in Christian legal texts in late medieval and early modern Iberia, especially in the Crown of Aragon. Whereas lawmakers in Castile used Castilian to record Muslim oaths, in the kingdoms of Aragon and Valencia these formulas appeared in Arabic, though written in Latin characters. This paper traces the evolution of these Arabic formulas during four centuries, from the abbreviated forms of the twelfth and thirteenth centuries, such as “baylle ylloe,” to the more elaborate forms of the fifteenth and sixteenth centuries, which include references to the *qibla* (the direction of prayer), the Qurʾān, and Ramadan. Comparing these formulas with those found in Muslim legal compilations produced in Christian Iberia shows that despite different emphases (on location, timing, and manner of oath taking), both Christian and Muslim legal texts recognized and established that Muslims swear by God. Although attitudes towards Muslims grew increasingly hostile in the latter Middle Ages, this analysis of Muslim oaths shows that Arabic continued to mediate the legal interaction between the two communities and that Islamic rituals, as mentioned in the oaths, were still very much a part of the multicultural landscape of late medieval and early modern Iberia.

Keywords

Christian-Muslim relations – oath formulas – Arabic – *Siete Partidas* – *Fueros de Aragón* – *Leyes de moros* – *Breviario sunní* – *Llibre de la Çuna e Xara* – *qibla* – Ramadan – Qurʾān

Introduction

Under the rubric “De Mahoma,” a manuscript of the *Fuero de Tudela* dating from the turn of the sixteenth century contains a brief biography of Muhammad followed by a prophecy attributed to Isidore of Seville and other learned men (*sabios*).¹ The prophecy states that six hundred years after Muhammad’s birth, his “laws . . . and other things he [Muhammad] had established and taught to the Muslims would cease, having been destroyed all in all.”² “But,” as the *fuero* continues, all was not destroyed and at least one of Muhammad’s “secret things” was deemed worth preserving by Christian lawmakers: the Muslim oath formula. The *fuero* relates that Muhammad had established that whenever an oath was required of a Muslim on account of the “nature of proof” (*en razon de natura de prueba*), the Muslim must swear in the following manner: “I . . . swear standing on my feet facing the East by the virtue of the noble Qur’ān and also by the power of these words *billey helledi le yllea illeva*, to say the truth.”³

The power of these words resided in their invocation of the name of God, for which Muslims express utmost reverence by pronouncing (or writing) the *bismillah* during prayer or before an important undertaking, such as a trip.⁴ In

1 Madrid, Facultad de Derecho, MS 7068, 322; Luis María Marín Royo, *El Fuero de Tudela: unas normas de convivencia en la Tudela medieval para cristianos, musulmanes y judíos* (Tudela: L.M. Marín, 2006). Translations are mine unless otherwise noted.

2 “Et el dicho Isidoro con otros sabios expusieron que passados 600 aynnos del tiempo del nascimiento de Mahomat que las ordenanzas sectas [secretas?], e otras cosas que el havia establecido e enseynnado a los moros cesaria destruyta de tod en tod.” Marín Royo, *El Fuero de Tudela*, 203.

3 “pero el dicho Mohamat entre otras cosas sectas [secretas?] que les ordenó si les estableció que quando alguno de ellos en razon de natura de prueba entre quoaquiere persona o personas que aduytas fuesen jurassen en esta forma. Nos et quoaquiere de Nos en tal pleyto que es entre tal de la una part et tal de la otra, juramos seyentes en pie ent ala faç del orient por la virtud del honrrado alcoran et otrossi por la fuerça de estas palavras *billey, helledi, le, yllea, illeva*, que digamos verdad de quanto preguntado nos fuere e sopieremos en esto que aduytos somos en testigos.” Marín Royo, *El Fuero de Tudela*, 204.

4 The Muslim reverence for the name of God was not lost to Riccoldo da Montecroce who described it in his *Liber peregrinationis* thus: “Maxime obseruant quod nichil notabile faciunt uel dicunt, uel scribant quod non incipient a nomine Dei. Vnde in suis litteris omnibus quas sibi inuicem mittunt reuerenter nomen Domini prius scribunt et ideo diligenter obseruant quod nullum scriptum dilanient uel in terram proiciant.” [“They take the greatest care in never doing, saying, or writing anything of importance without first beginning with the name of God. Also in the letters they send, they first write reverently the name of the Lord and therefore diligently take care to avoid destroying or throwing away any writing.”] Rita George

addition, Muslims invoke the name of God in oaths. The eye-catching words *billey helledi le yllea illeva* represent an approximate transcription of the Muslim oath formula (“By God, there is no god but He”) written in the Arabic language but using Latin characters. A comparison between the *Fuero de Tudela* oath and the modern transliteration of the Arabic oath shows this connection:

<i>Fuero de Tudela:</i>	<i>billey</i>	<i>helledi le</i>	<i>yllea</i>	<i>illeva</i>
Arabic oath:	<i>bi-l-Lāhi-</i>	<i>lladhī lā</i>	<i>ilāha</i>	<i>illā Huwa</i>
Translation:	By God,	[whom] there is no	god	but He

This paper focuses on how Christian lawmakers in Iberia regulated a crucial aspect of the legal interaction between religious communities—oath exchanges. Although Muslims, as well as Jews, were initially granted the rights to continue to be ruled according to their own laws and by their own officials, Christian law codes invariably contain sections that impose their own regulations on how oath exchanges were to be conducted. As the new rulers, Christian lawmakers took it upon themselves to order the new society and preside over communal interactions within it. Disputes involving individuals of different religions (or *leyes*, as legal texts commonly refer to the three religions) were not infrequent, which prompted the codification early on of specific oath formulas for each community as forms of proof intended to prevent or settle inter-communal disputes.

A significant body of oaths (*iura, juramento, sacrament*) intended for Muslims has been preserved in the legal tradition of the Crown of Aragon (particularly in the kingdoms of Aragon and Valencia),⁵ which differs from other Iberian traditions in that its formulas were not codified in Romance language or Latin but preserved in Arabic—albeit using Latin characters.⁶ This paper examines 62 references to Muslim oaths in legal texts produced in Christian Iberia, particularly in the Crown of Aragon, from the twelfth to the sixteenth

Tvrković, “The Ambivalence of Interreligious Experience Riccoldo da Monte Croce’s Theology of Islam” (PhD Dissertation, University of Notre Dame, Notre Dame, IN, 2007), 178-179.

5 I have not found any Arabic oaths from Catalonia.

6 Jews had their own oath formulas in Iberian legal compilations, with some going as far back in origin as the Carolingian capitularies. Unlike Muslim oaths, Jewish oaths have received considerable scholarly attention, see for example Gunnar Tilander, *Los Fueros de Aragón según el manuscrito 458 de la Biblioteca Nacional de Madrid* (Lund: C.W.K. Gleerup, 1937), 204-208; Antonio García García, “Los juramentos e imprecaciones de los Usatges de Barcelona,” *Glossae: Revista de historia del derecho europeo* 7 (1995): 51-79.

century.⁷ Of these references, thirty contain an explicit Arabic oath formula similar to the one found in the *Fuero de Tudela*. I trace the evolution of these formulas over the span of four centuries and address what these changes may reveal about the attitudes of Christian lawmakers towards Muslim subjects. In order to provide a contrast to the Christian perspective, this paper also analyzes how Islamic law regulated the exchange of oaths and, in particular, how Muslim legal compilations produced in Christian Iberia treated the subject of oath-taking. Although the focus is on the Crown of Aragon, this paper also considers comparable data on oath formulas produced in Castile.

Writing Arabic Sounds in Christian Texts: Oath Formulas and Christian Lawmakers

The third part of Alfonso X's *Siete Partidas* contains an elaborate section on oath exchanges that begins: "[W]e should remove men from disputes as much as we can," and adds, "because oftentimes [disputes] arise on oaths, we want to show in this law the true form in which Christians must swear; and after, we will show how Jews and Muslims must swear."⁸ This law is concerned with the correct performance and pronunciation of oaths as a form of legal proof—that

7 In the corpus of Muslim oaths analyzed here I distinguish between general references to Muslim oaths that do not contain a specific formula and those that do. An example of the general reference appears in the 1263 *Repartimiento* of Écija: "et otrosy los moros juraron por su *alquabla* que dirian verdad sobre este fecho" (more on this oath below). References to Muslim oaths come primarily from Aragon (21 references), Valencia (12), Castile (11), and Navarre (4). The majority of oaths (24) appears in prescriptive texts: *Fueros*, other legal compilations, royal documentation, notarial protocols, surrender treaties, and town council documentation. Only six appear in descriptive texts, primarily case records. The distribution of dated references across centuries tends to concentrate between the thirteenth and the fifteenth centuries: eleventh (1), twelfth (3), thirteenth (18), fourteenth (15), fifteenth (18), and sixteenth century (1). Most oaths analyzed here have been transcribed from the original manuscripts by others, except where noted. In addition, I have made every effort to note the variant spellings that have been proposed for the same passage.

8 *Siete Partidas*, Partida III, Title XI, Law XIX: "Quitar debemos á los homes de contiendas quanto podiéremos... porque muchas veces acaescen sobre las juras, queremos mostrar cierta manera en esta ley cómo deben jurar los cristianos; et después mostraremos cómo deben jurar los judios et los moros." *Las Siete Partidas del Rey Don Alfonso el Sabio cotejadas con varios códices antiguos* (Madrid: Imprenta Real, 1807), 484.

is, to support the statements made by the parties to a dispute.⁹ Oaths were particularly important in the settling of disputes when other forms of proof such as written documents or witness testimony yielded conflicting accounts or were missing altogether, which explains why Christian lawmakers became increasingly concerned with regulating every aspect of the oath-taking process in order to render it a valid form of proof.¹⁰

To judge by the increasing regulation of oaths, not only in medieval Iberia but also in the rest Europe, as well as in the Muslim world, swearing and especially swearing by God was not a matter to be taken lightly. This is not surprising because oaths as a form of legal proof were one of the foundations upon which medieval law rested, hence the severe penalties for perjury included in legal codes.¹¹ Swearing an oath meant that the litigant had to account for his or her statements before both God and the community. Although the church claimed jurisdiction on oaths, by and large Christian lawmakers regulated oath exchanges independently from canon law. Within the community, oath formulas went to the core of one's identity and place within society, as they defined the identity (whether Christian, Muslim, or Jewish) of the individual taking the oath. Since these oaths were intended to prove the veracity of a litigant's

9 Although there were other types of oath (fealty, medical, etc.), this paper is primarily concerned with oaths as a form of legal proof. For oaths given in order to obtain medical licenses, see Luis García-Ballester, M. Michael Rogers McVaugh, and Agustín Rubio-Vela, *Medical Licensing and Learning in Fourteenth-Century Valencia* (Philadelphia, PA: American Philosophical Society, 1989). An example of a fealty oath is found in the Diary of the process of the Compromise of Caspe (Biblioteca Històrica de la Universitat de València, Valencia, MS 40, fol. 42v), where the representatives of the Muslim *aljama* swore allegiance to the new king on April 25, 1412: "Yo jur par ville jlle alledj jllehua leile et por lalqujble et lalcora / e por el romodam que dayune." Francisco Gimeno Blay, *El Compromiso de Caspe (1412): diario del proceso* (Zaragoza: Institución Fernando el Católico, 2012), 301. My thanks to Francisco Gimeno Blay for drawing my attention to this passage.

10 Regulation included a classification of oaths depending on the amount of money involved in the dispute, with the most solemn oaths reserved for disputes over twelve *denarii*.

11 The *Recopilación de Fueros de Aragón* prior to 1247 has this penalty for perjury: "De testibus falsis. Si probati sunt falsi testes, et iam probati sunt cum aliis testibus, transquirentur in cruces et cum batallo campane calenti crement illos in fronte in cruces, et expellantur a uilla pro falsis et malis; quia sicut uox campane auditur per diuersa loca ita iniuria et infamia eorum nota sit ubique gentibus." José María Ramos y Loscertales, "Textos para el estudio del derecho aragonés en la edad media: Recopilación de Fueros de Aragón," *Anuario de Historia del Derecho Español* 2 (1925): 491-522 at 511, fuero 87; Tilander, *Los Fueros de Aragón*, 222.

statements, his or her reputation and trustworthiness in the eyes of the community were often at stake.¹²

The *Siete Partidas*, and much of the Alfonsine legislation, offers modern onlookers a glimpse into the thought processes involved in creating an ideal image of how Castilian society ought to function. Its section on Muslim oaths envisions one such ideal instance.¹³ Both parties to a dispute, the Christian (or Jewish) oath receiver on the one hand, and the Muslim deliverer, on the other, meet at the mosque's gate, provided there was a mosque in town. The Muslim prepares himself (or herself) to deliver the oath by standing up, turning and lifting a hand towards the south (*mediodia*).¹⁴ The receiver begins reciting the Muslim oath formula: a long list of Muslim beliefs which in total sum 180 words or thirteen lines in the 1807 edition of the Real Academia de la Historia.¹⁵ The first belief is a translation of the standard Arabic oath formula: "Do you so-and-so, Muslim, swear to me *by that God whom there is no other but Him . . .*"¹⁶

12 Authorities relied on the threat of divine retribution for false testimony. For example, *Siete Partidas*, Partida III, Tit. XI, Law XXI: "et si mentira juras que seas apartado de todos los bienes de Dios et de Mahomad, aquel que tu dices que fue su profeta et su mandadero, et non hayas parte con él, nin con los otros profetas en ninguno de los paraísos, mas todas las penas que dice en el Alcoran que dará Dios á los que non creen en la tu ley vengán sobre ti." *Las Siete Partidas*, 487. For the Islamic world, see Christopher Melchert, "The History of the Judicial Oath in Islamic Law," in *Oralité et lien social au Moyen Âge (Occident, Byzance, Islam): parole donnée, foi jurée, serment*, ed. Marie-France Auzépy and Guillaume Saint-Guillain (Paris: Association des amis du Centre d'histoire et civilisation de Byzance, 2009), 309-26 at 311.

13 *Siete Partidas*, Partida III, Tit. XI, Law XXI. *Las Siete Partidas*, 486-487.

14 *Mediodia* derives from the Latin *meridies* meaning noon, mid-day, and south. The direction of prayer and the orientation of Muslim buildings varied across the medieval Muslim world. In al-Andalus, for example, the Great Mosque in Córdoba faced south instead of southeast, which coincided with this provision in the *Siete Partidas* (Partida III, Tit. XI, Law XXI): "el moro que hobiere á jurar debe estar en pie, et tornarse de cara et alzar la mano contra el mediodia." *Las Siete Partidas*, 486; Dede Fairchild Ruggles, "Andalusian Art and Architecture," ed. Kate Fleet, Gudrun Krämer, Denis Matringe, John Nawas and Everett Rowson, *Encyclopaedia of Islam* (Leiden: Brill Online, 2013).

15 *Las Siete Partidas*, 486-487.

16 "por aquel Dios que non ha otro sinon él" (my emphasis). *Las Siete Partidas*, 486. Samuel Parsons Scott translates this passage as: "Now dost thou swear to me, So-and-So, Moor, by that God than whom there is no other." *Las Siete Partidas*, ed. Robert I. Burns, 5 vols. (Philadelphia: University of Pennsylvania Press, 2001), 3:641. The origin of this oath was probably the *Fuero real* (also called *Fuero de las leyes*), which was first given to Aguilar de Campo in c. 1255; Ana Echevarría Arsuaga, *The City of the Three Mosques: Ávila and its Muslims in the Middle Ages* (Wiesbaden: Reichert Verlag, 2011), 101; Ana Isabel Carrasco

The receiver then asks the Muslim if he or she swears to say the truth by those beliefs.

The Muslim replies “asi lo juro” (thus, I swear) and is supposedly expected to repeat verbatim the same 180 words of oath formula “repeating all the words himself, just as he who receives the oath said them, from beginning to end.”¹⁷ The encounter concludes with the Muslim saying “amen [sic].” The *Siete Partidas* fails to address exactly how this highly improbable situation would occur in real life.¹⁸ Would the Christian (or Jewish) receiver, as well as the Muslim deliverer, have memorized this particular list of Muslim beliefs? Were these written down and copies made available to both parties to a dispute? If the parties were not able to read, would there be someone else, perhaps an official, who could prompt both receiver and deliverer?

Although these intriguing questions must remain largely unanswered, there is evidence relating to Jews rather than Muslims that Alfonso X and James I ordered the dissemination of correct oath formulas across their realms. In February 1241, James I issued two documents concerning Jews. The first was a decree regulating usury that included the Jewish oath formula and the king’s injunction that it should be observed in his realms. “Lest the [Jewish oath] formula be subverted under the pretext of ignorance,” the king states, “we send the written form to all cities.”¹⁹ The second is a response addressed to the justice of Valencia, who presumably wrote to the king requesting the Jewish oath formula. James I obliged, “because we learned that you do not have the Jewish

Manchado, *De la convivencia a la exclusión: imágenes legislativas de mudéjares y moriscos, siglos XIII-XVII* (Madrid: Sílex, 2012), 101.

17 “diciendo todas las palabras él mismo, asi como las dixere aquel quel toma la jura desde el comienzo fasta el cabo.”

18 I am not aware of any texts describing an actual oath exchange following the provisions of the *Siete Partidas*.

19 “quam quidem formam, ne sub pretextu ignorancie valeat irritari, ad omnes civitates scriptam transmitimus sigilli nostri munimine roboratam ut et ibi observetur et per suas dioceses defensores civitatum faciant inviolabiliter observari... Lecta fuit regi.” 1241 February 25, Girona. Ambrosio Huici Miranda and María Desamparados Cabanes Pecourt, eds., *Documentos de Jaime I de Aragón*, 5 vols. (Valencia: Anubar, 1976), 2:93. A vernacular version of this decree appears in the *Vidal Mayor* (Los Angeles, J. Paul Getty Museum, MS Ludwig XIV 6, fol. 178r), Book V, Fuero 18, Paragraphs 28-30: “Nos embiamos la forma desta iura por todo nuestro regno que sea tenjda et goardada por ciudades, uillas, castieillos et por todos otros logares.” Gunnar Tilander, *Vidal mayor, traducción aragonesa de la obra In excelsis Dei thesauris de Vidal de Canellas*, 3 vols. (Lund: H. Ohlssons boktr., 1956), 2:348.

oath formula . . . we send it to you bearing our seal.”²⁰ In 1260 Alfonso X issued two documents establishing the correct manner in which Christians, Jews, and Muslims were to swear in Castile, following closely the prescriptions contained in the *Siete Partidas*.²¹ Although no documents concerning the dissemination of Muslim oaths in the Crown of Aragon seem to have been preserved, it is possible that they were distributed in a similar fashion, either as decrees or responses to queries.

Roughly contemporaneous to Alfonsine legislation was the Aragonese compilation of customary laws called the *Fueros de Aragón*, which was first commissioned by James I in 1247 and subsequently expanded from the fourteenth century onwards. The legal tradition of the *Fueros de Aragón* forms a voluminous collection that encompasses legislation from the eleventh century to the early modern period.²² In the *Fueros de Aragón*, the treatment of

20 “Quia intelleximus quod non habetis formam sacramentalem iudeorum, sub qua tenentur prestare iuramentum, secundum forum Valencie, mitimus ipsam vobis sigillo nostro sigillatam; que quidem talis est: Hec est forma qualiter sacramentum iudeorum prestatur, quando intendunt iurare contra christianos, tenentes rotulum in collo . . .” 1241 February 26, Girona. Huici Miranda, *Documentos de Jaime I*, 2:94-98. The passage that begins with “Hec est forma” contains an extensive Jewish oath formula following Usatge 171 of the *Usatges de Barcelona*. García García, “Los juramentos e imprecaciones,” 69-79. The word *rotulum* has been erroneously interpreted as the *rodela* (*rouelle* in French), that is, the round mark that Christian kings began to impose on Jews and Muslims from the fourteenth and fifteenth century onwards. Instead, *rotulum* here refers to the Torah that Jews had to wear on their necks when swearing an oath to a Christian. Fernando Suárez Bilbao, *El fuero judiego en la España cristiana: las fuentes jurídicas, siglos V-XV* (Madrid: Dykinson, 2000), 115, 129, 306; Danièle Sansy, “Marquer la différence : l'imposition de la rouelle aux XIIIe et XIVe siècles,” *Médiévales* 20, no. 41 (2001): 15-36.

21 The first was a decree issued in 1260, May 3 from Uclés, addressed to “todos los concejos, alcaldes, jurados, aporillados, omnes que nos pusiemos en las villas.” Francisco Martínez Marina, *Ensayo Histórico-Crítico sobre la antigua legislación de los Reynos de León y Castilla, especialmente sobre el Código de las Siete Partidas* (J. Ibarra, 1808), 259. The second was a letter issued in 1260, June 21 from Córdoba, addressed to the council of Úbeda. Manuel González Jiménez, *Diplomatario andaluz de Alfonso X* (Sevilla: El Monte, Caja de Huelva y Sevilla, 1991), 249.

22 The Aragonese legal tradition can be visualized as a family tree: its great-grandparents were the earliest town charters of the eleventh century, such as the *Fuero de Jaca* and the *Fuero de Calatayud*; its grandfather was the first compilation under James I's reign; its father was the revised compilation commissioned under the reign of James II c. 1300; and its offspring was the first incunable of the *Fueros de Aragón* in 1476/1477. Of the *Fueros de Aragón*, ten manuscripts in Latin, eleven printed editions in Latin, and seven manuscripts in vernacular languages are extant. Antonio Pérez Martín, ed., *Fori Aragonum vom Codex von Huesca (1247) bis zur Reform Philipps II (1547)* (Vaduz: Topos Verlag, 1979); Agustín

oaths for Christians, Muslims, and Jews varied according to the sum of money involved in the dispute. According to one of the manuscripts of the *Fueros de Aragón* called the *Vidal Mayor*,²³ Christians involved in disputes worth six *denarii* (*dineros*) or less must swear on the “head” (that is, the life) of one Christian; if seven *denarii* or more, on his or her own head; and if more than twelve *denarii*, on “the book” (the Gospels) and the cross. Jews had two oath categories: if twelve *denarii* or less, they must swear on the “law of Moses” (*ley de Moysén*); and if any other sum is involved, on “the greatest oath they [Jews] make.” Muslims, however, had only one oath category regardless of the amount of money involved: “the Muslim must be freed upon swearing by *baylle ylloe*.”²⁴

This Arabic formula varied from manuscript to manuscript, but all of them began by invoking God. Examples of these formulas include the early thirteenth-century *Fueros de Borja y Zaragoza* (“The Muslim must swear to the Christian and the Jew by the entire *berelle yale ayлле illen*”)²⁵ and from the late thirteenth century, another manuscript of the *Fueros de Aragón* (“swearing by *Bielle Yelle*, [the Muslim] must be freed”).²⁶ Despite variations, the scholarly consensus is that these formulas refer to the standard Arabic oath formula, which is commonly transliterated as *bi-l-Lāhi-lladhī lā ilāha illā Huwa* (by God,

Ubieto Arteta et al., *Vidal Mayor: Estudios* (Huesca: Instituto de Estudios Altoaragoneses, 1989).

23 *Vidal Mayor*, fol. 128v, Book III, Fuero 55, paragraphs 2-7: “Si el iudío o moro demandare VI dineros o menos del cristiano et esto non podiere provar, el cristiano qui niega esto debe jurar por la cabeça de I cristiano que non deue aqueillo que li es demandado; . . . et si más de XII dineros contiene la demanda del iudío o del moro, el cristiano es quito iurando sobre el libro et la cruz que non los deue. Et si el cristiano o iudío fiziere demanda sobre quoa quiere suma al moro et no ha prueua contra eill, deue ser quito el moro iurando sobre *baylle ylloe*. Et si el cristiano o el moro fiziere demanda al iudío sobre suma de XII dineros o menos et no ha prueua contra eill, el iudío contra qui es feita la demanda iure por la ley de Moysén que non deue lo que li es demandado; et si la demanda es otra de la suma antedita, el iudío debe ser constreynnido de fazer la iura con sollempnidat, segunt los iudíos suelen iurar, la mayor iura que eillos fazen. Et la forma de la iura demanda en la fin deste uolumpne, faillarás.” Tilander, *Vidal mayor*, 251.

24 “deve ser quito el moro jurando sobre *baylle ylloe*.” Tilander, *Vidal Mayor*, 251.

25 “Maurus habet iurare christiano et iudeo per totum *berelle yale ayлле illen*.” Juan José Morales Gómez and Manuel José Pedraza García, eds., *Fueros de Borja y Zaragoza* (Zaragoza: Anubar, 1986), 43.

26 Miravete de la Sierra, Archivo Municipal, MS *Fueros de Aragón*: “iurando por *Bielle Yelle*, deve ser suelto.” Antonio Pérez Martín, *Los Fueros de Aragón: la Compilación de Huesca* (Zaragoza: El Justicia de Aragón, 1999), 198.

there is no god but He).²⁷ Yet the question of how the standard Arabic oath was transformed into something like “baylle yllœ” and its variant spellings remains.

Writing in the mid-twentieth century, the Swedish Hispanist Gunnar Tilander, discoverer of the long-lost single manuscript of the *Vidal Mayor*, first noticed the disparity between the standard Arabic formula and the Aragonese versions of it. In consultation with the Arabist Axel Moberg, Tilander compared some sixteen formulas drawn from the corpus of the *Fueros de Aragón* with the standard Arabic formula to conclude that the “corruption” was such that, “the most important word *la* [meaning] “no” is missing in most texts.” Hence, as Tilander argues, in all likelihood Muslims would have ended up swearing by the aberration, “by the God next to whom there *is* another God.”²⁸ Following Tilander’s initial observation, the medievalist María Luisa Ledesma Rubio argued that since by the beginning of the fourteenth century, Aragonese Muslims had lost all knowledge of the Arabic language, “the Arabic oath, transmitted by memory, mechanically, could have acquired corruptions.”²⁹ More recently, Brian Catlos has argued that, although the Aragonese formulas of the late twelfth and early thirteenth century seem to be fairly consistent with the standard Arabic formula, this is “a rather complicated oath for someone who does not command Arabic; it is some sort of tongue-twister.”³⁰ In sum, two issues arise here. First, how to correlate these Aragonese formulas with the level of Arabic knowledge on the part of Aragonese Muslims; and second, what these versions can tell us about the Christian lawmakers’ familiarity or lack thereof with the Arabic language.

With regards to the first issue, Arabic was far from defunct in late medieval Aragon. According to María Jesús Viguera Molíns, at least forty Arabic texts dating from the twelfth to the fourteenth centuries are extant. In addition, there remain twelve Arabic documents and two in *aljamiado* (Romance vernacular written with Arabic script) from the fifteenth century and ten in Arabic, several in *aljamiado*, and three in both Arabic and *aljamiado* from the sixteenth

27 Tilander, *Los Fueros de Aragón*, 266-269.

28 Tilander, *Los Fueros de Aragón*, 269 (my emphasis).

29 “el juramento en árabe, transmitido de memoria, mecánicamente, pudo haber adquirido corruptelas.” María Luisa Ledesma Rubio, *Vidas Mudéjares (Aspectos sociales de una minoría religiosa en Aragón)* (Zaragoza: Mira editores, 1994), 13-14.

30 “un juramento un tanto complicado para alguien que no domine el árabe, se trata de una especie de trabalenguas.” Brian Catlos, “Privilegio y poder en el Aragón mudéjar: el auge y declive del Çaualaquem Çalema,” in *Biografías mudéjares, o, La experiencia de ser minoría: biografías islámicas en la España cristiana*, ed. Ana Echevarría Arsuaga (Madrid: Consejo Superior de Investigaciones Científicas, 2008), 133-182 at 172-173 (footnote 88).

century.³¹ Although far-reaching conclusions cannot be stated on the basis of this relatively small corpus, the idea that Arabic was nowhere to be found in late medieval Aragon is evidently incorrect.³² The examination of oath formulas offers a new perspective to the ongoing debate, with the caveat that most of these formulas were most likely written down by Christians and thus, such mediation complicates any discussion of knowledge and use of Arabic among Aragonese Muslims.³³

While the majority of the Arabic oath formulas analyzed here appears in prescriptive texts, six do appear in descriptive texts, which indicates that some of these oaths had been used in practice. For the kingdom of Aragon, case records are the most illustrative. In 1307, a process began against the Christians of Épila, in the vicinity of Zaragoza, for the hanging of a Muslim “furioso” (lunatic).³⁴ The Muslim, a potter by trade, was the vassal of a Christian noble who upon learning about his vassal’s demise, demanded reparations to the

31 María Jesús Viguera Molíns, “Introducción,” in *Relatos píos y profanos del manuscrito aljamiado de Urrea de Jalón: Edición, notas lingüísticas e índices de un manuscrito mudéjar-morisca aragonés*, ed. Federico Corriente (Zaragoza: Institución Fernando el Católico, 1990), 25-26. For a list of Iberian legal documents written in Arabic from the thirteenth century onwards, see Alfonso Carmona González, “Textos jurídico-religiosos islámicos de las épocas mudéjar y morisca,” *Áreas. Revista Internacional de Ciencias Sociales* 14 (1992): 15-26 at 17-19.

32 Similarly, in the case of Castile Ana Echevarría and Rafael Mayor have refuted the long-held opinion that Castilian Muslims soon lost knowledge of Arabic. The rediscovery of the Arabic proceedings of meetings held by a Toledan Muslim confraternity suggests that by the early decades of the fifteenth century, the Muslims of Toledo still “followed a bilingual system [Castilian and Arabic]” rooted in actual practice and not derived from copying Arabic notarial manuals. Ana Echevarría Arsuaga and Rafael Mayor, “Las actas de reunión de una cofradía islámica de Toledo, una fuente árabe para el estudio de los mudéjares castellanos: años 1402 a 1414,” *Boletín de la Real Academia de la Historia* 207, no. 2 (2010): 257-293 at 259-260.

33 A notable exception to this appears in a recently discovered sixteenth-century *aljamiado* manuscript from Urrea de Jalón, near Zaragoza. This manuscript has the standard Arabic formula in Arabic script, as part of an *aljamiado* text: “Que jures por Allah i por el señor del-almushaf.” Dixo ella: “Pues tra l-almushaf.” I binieron con él i pasó fuella enpués fuella dakiya ke plegó aççcura de Yaçin, después dixo: “Por b’llh ‘ldy la ‘lh ‘l’ hw ‘lrhmn ‘lrhym, e por el dereytaje de la çura de Yç, e por l-alqur’an alhakim, que esta es palabra del señor de las jentes, que aqueste es fillo de tu fillo Aba Sahma, e si yo miento aun sea amahada con la sangre de mi flor.” Corriente, ed., *Relatos píos y profanos, 173-177* (my emphasis).

34 Ledesma Rubio, *Vidas Mudéjares*, 17-31.

king.³⁵ An investigation ensued in which the testimonies of both the Christians and Muslims of Épila were gathered. In the testimonies of three Muslims we find a variation of the oath formula contained in the *Fueros de Aragón*: “[name of the witness], testimony sworn upon the Qurʾān of their law, and by *bille ylle yllehu*.”³⁶ This formula, with insignificant variations (an “y” instead of an “i,” for example), appears four times in the record, which suggests a rather formulaic application of the *Fueros* instead of the actual copying down of the utterances of the witnesses.³⁷ Whether witnesses uttered this formula or another, we simply cannot know. Therefore, and contrary to what Tilander assumed, what the scribes chose to jot down did not necessarily correspond to what the Muslims said.

According to Ledesma Rubio, “[it] should not surprise us that when Christian scribes heard such cacophony (*algarabía*) they copied it by ear, scribbling unintelligible words that never coincide in the different documents in which they were put down.”³⁸ However, as suggested above, scribes probably had recourse to the formulas already codified in the legal compilations and merely copied them, rather than transcribing each and every utterance as they heard them. Moreover, the claim that scribes were writing “unintelligible words” is discredited by a number of oath formulas, mostly of Valencian provenance, that resemble very closely the original Arabic. The 1240 municipal division of Puçol, north of Valencia, is one such example. The text deals with the division of a territory, with Christian scribes summoning the local Muslims

35 María Luisa Ledesma Rubio, “Marginación y violencia: Aportación al estudio de los mudéjares aragoneses,” *Aragón en la Edad Media* 9 (1991): 203-224 at 216-219.

36 “testimonio jurado sobre el Alcoram [or Alcorán] de su ley, et por *bille ylle yllehu*.” Ledesma Rubio, *Vidas Mudéjares*, 24, 27-28.

37 Although inclusion of Muslim oaths seemed like standard procedure in this inquisition process, a year later in the town of Daroca another process began against its Muslim residents in which not a single formula was recorded. The scribes merely noted: “[name], *moro, testes, juró*” for Muslim witnesses and “[name], *testes, juró*” for Christians. Ledesma Rubio, *Vidas Mudéjares*, 42-56.

38 “menos aún debe extrañarnos que los escribas cristianos escucharan aquella algarabía y la copiaran de oído, garrapateando unas palabras ininteligibles, que nunca coinciden en los distintos documentos en que se vertieron.” Ledesma Rubio, *Vidas Mudéjares*, 14. The term *algarabía*, which etymologically comes from the Arabic *al-ʿarabīyya*, is a derogatory term for the Arabic language. In addition, the *Diccionario de la Real Academia Española* (22nd edition) defines *algarabía* as “unintelligible language or writing” and the “confused noise of several people speaking at once.” On the confusion with Muslim names, see John Boswell, *The Royal Treasure: Muslim Communities under the Crown of Aragon in the Fourteenth Century* (New Haven, CT: Yale University Press, 1977), 381-384.

to swear by their oath formula and by “the great Qur’ān”: “*bille alledi la Illeha Illehu valcorane aladim.*”³⁹ The closeness of this formula to the Arabic original is remarkable:

Puçol oath:	<i>“bille</i>	<i>alledi la Illeha</i>	<i>Illehu</i>	<i>valcorane aladim.”</i> ⁴⁰
Arabic:	<i>“bi-l-Lāhi-</i>	<i>lladhī lā ilāha</i>	<i>illā Huwa.”</i>	

While the reasons that motivated Christian lawmakers to preserve the Muslim oath in Arabic remain elusive, it seems clear that these Arabic sounds were not necessarily “unintelligible words” to all of those engaged in writing them down. Surely, it depended on the particular scribe or jurist and his degree of familiarity with the Arabic language, but in general it seems that at the most basic level, lawmakers and scribes knew that the formula was longer than, for instance, the simple “*baylle yllœ*” of the *Vidal Mayor*. As Tilander noted, at least five formulas are preceded by the Latin words “*totum,*” “*tot*” (all, the entire) or in Romance language, “*todo*” (all), as in: “*Sarracenus debet jurare cristiano per totum belle ille illeud*” (the Muslim must swear to the Christian by the entire *belle ille illeud*).⁴¹ Since the *Fueros de Aragón* were first written down in Latin, these words suggest that early on lawmakers were aware of the relative length of the formula; thus, alerting scribes and jurists to expect more than “*baylle yllœ*” when receiving the oath from a Muslim. Even though the formula may have been intended as a phonetic cue for Christian officials unfamiliar with Arabic, the possibility that some may have had a better grasp of Arabic can be also entertained. As noted above, the extant texts from the kingdom of Valencia in particular show a higher degree of accuracy in the phonetic rendering of Arabic and an actual knowledge of what the formula meant. Moreover, as time went by, it appears that Christian officials got better at discerning Arabic sounds, which they transcribed in formulas that bore a closer resemblance to the original, as will be discussed below.

39 Carmen Barceló, *Minorías islámicas en el país valenciano: historia y dialecto* (Valencia: Universidad de Valencia, 1984), 146.

40 The transliteration of “*valcorane aladim*” would be “*wa-l-Qur’ān al-‘azīm,*” meaning “and the great Qur’ān.”

41 Madrid, Biblioteca Nacional, MS 6197, fol. 14v. Tilander, *Los Fueros de Aragón*, 267 (footnote 1). My emphasis.

Oath-Taking from the Muslim Perspective

While on campaign in the Balearic Islands in the 1230s, James I narrates in the *Llibre dels fets* how he found himself waiting patiently for the Muslims of Minorca to surrender. James I had already conquered Mallorca in preparation for the conquest of Valencia and had his eyes set on the neighboring island. To speed up the matters, he came up with the idea of lighting some three hundred fires at Punta de Capdepera, in plain sight across the sea from Ciutadella, in Minorca. The Minorcans were terrified at the prospect of an invasion by a large host and finally gave in. The following morning, after the Muslim prayers, the notables of the city surrendered. Not that the surrender was any faster, because “in completing this pact, that is, in drawing up the documents and making all the principal and best men of the island swear upon (*sobre*) the Qur’ān, it took three days before they could finish.”⁴² This is one of the rare instances in which James I mentions the Qur’ān in his autobiography.⁴³ Swearing upon the Qur’ān, however, was not a required feature in Muslim oath-taking according to Islamic law.

Islamic law, as Christian law, recognized the centrality of oath-taking as a form of legal proof. Following the maxim: “The oath [is required of] every denier (*munkir*),”⁴⁴ Islamic law required defendants to take an oath and claimants to produce evidence, which typically involved witness testimony and, to a

42 “En aquest pleit, ço és a fer les cartes e fer-les jurar sobre l’Alcorà a tots els majors e els mel-lors hòmens de l’illa, hagren a estar tres dies que no ho pogren acabar.” Ferran Soldevila, ed., *Les quatre grans cròniques, Jaume I* (Barcelona: Editorial Selecta, 1971), 61; *The Book of Deeds of James I of Aragon: A Translation of the Medieval Catalan Llibre dels Fets*, trans. Damian J. Smith and Helena Buffery (Aldershot: Ashgate, 2003), 132.

43 The other instance refers to the 1242 surrender of Alzira. On the oaths of ratification required by James I, see Robert I. Burns, Paul Edward Chevedden, and Mikel de Epalza, *Negotiating Cultures: Bilingual Surrender Treaties in Muslim-Crusader Spain under James the Conqueror* (Leiden: Brill, 1999), 183-186.

44 An example of this maxim appears in one of the most cited Maliki treatises, the *Wāḍiḥa* of the Andalusī jurist Ibn Ḥabīb (d. 852), which contains an oath dispute between a seller (claimant) and a buyer (defendant). In response to the seller’s accusation that the buyer did not produce payment, the defendant swears that the claimant has no right (*ḥaqq*) over him. Instead, he should have sworn that he received and paid for the goods. Ibn Ḥabīb then quotes from the Medinese jurist Ibn al-Mājjishūn (d. 826): “Whoever says: ‘By God, I do not owe you not more not less of what you demand of me,’ will be acquitted.” To which Ibn Ḥabīb adds the qualification that the defendant will be acquitted as long as suspicion (*shubha*, *ẓinna*) falls on the claimant and the lawsuit and not on the defendant. ‘Abd al-Malik Ibn Ḥabīb, *Kitāb al-Wāḍiḥa (tratado jurídico): Fragmentos extraídos del Muntajab al-aḥkam de Ibn Abī Zamanīn (n. 399/1008)*, ed. María Arcas Campoy (Madrid: Consejo

lesser extent, documentary evidence; which tended to rank lower in comparison to witness testimony.⁴⁵ Muslims took oaths (*yamīn*, pl. *aymān* in Arabic)⁴⁶ seriously, as did Christians, in part because of the honor and fear of retribution involved in the oath-taking process, but more importantly because “they create obligations and commitments to which God is a party,” as Roy Mottahedeh argues.⁴⁷ This is symbolized by the words “by God,” with which the Muslim oath begins.⁴⁸ Oath-taking in Islamic law is understood as an individual, not collective, affair—in other words, as mediating a transaction between two litigants with God as a witness. No wonder James I chose to record, with a certain tone of exasperation, the amount of time it took for all the notables of Minorca to complete their oaths of allegiance. Yet, if Minorcans would have insisted on staying true to the letter of the law, it would have taken much longer than three days for each and every Muslim to individually swear allegiance to the new lord.

Although Islamic schools of thought differed as to the content, location, timing, and manner of oath-taking, the focus of this paper will be on the Maliki tradition, which prevailed in both al-Andalus and the Muslim communities under Christian rule. Mālik ibn Anas is reported to have preferred as oath formula: “bi-l-Lāhi-lladhī lā ilāha illā Huwa” (by God, there is no other

Superior de Investigaciones Científicas, 2002), 37-38, 5-6 (Arabic); Joseph Schacht, *The Origins of Muhammadan Jurisprudence* (Oxford, Clarendon Press, 1950), 187.

45 In practice, however, records of modern *sharīʿa* courts suggest that judges would also require oaths from the claimant and witness testimonies if the evidence was weak. Brinkley Messick, “Commerical Litigation in a Sharīʿa Court,” in *Dispensing Justice in Islam: Qadis and Their Judgments*, ed. Muhammad Khalid Masud, Rudolph Peters and David S. Powers (Leiden: Brill, 2006), 217.

46 For a summary of the different Arabic words that refer to oaths, see Roy Mottahedeh, “Oaths and Public Vows in the Middle East of the Tenth and Eleventh Centuries,” in *Oralité et lien social au Moyen Âge (Occident, Byzance, Islam): parole donnée, foi jurée, serment*, ed. Marie-France Auzépy and Guillaume Saint-Guillain (Paris: Association des amis du Centre d’histoire et civilisation de Byzance, 2009), 117-122; Norman Calder, “Hīnth, Birr, Tabarrur, Taḥannuth: An Inquiry into the Arabic Vocabulary of Vows,” *Bulletin of the School of Oriental and African Studies* 51, no. 2 (1988): 214-239. See also the entries for *Kasam*, *Yamīn*, and *Hilf* in *Encyclopaedia of Islam*, 3rd edition (Brill Online, 2013).

47 Mottahedeh, “Oaths and Public Vows,” 118.

48 Islamic law distinguishes primarily between oaths of divorce and manumission and oaths in the name of God. The latter, according to Yossef Rapoport, are typically not subject to enforcement by courts; instead, violators of oaths in the name of God are expected to seek personal atonement. Yossef Rapoport, *Marriage, Money and Divorce in Medieval Islamic Society* (Cambridge: Cambridge University Press, 2005), 89; Schacht, *An Introduction to Islamic Law*, 159.

god but He); which explains the origin of the Muslim oaths found in Christian legal texts.⁴⁹ In addition, Mālik is said to have urged Muslims to take oaths inside the great mosque and on the *minbar* (the imam's pulpit) if the amount of money involved in the dispute was substantial.⁵⁰ With regards to time, the Andalusī jurist al-Bāji (d. 1081) stated that swearing an oath just after the mid-afternoon prayers made the oath more serious and thus, more fearsome.⁵¹ As for the proper manner to swear an oath, most jurists agreed that standing was preferable to sitting. Therefore, from the Maliki perspective, Muslims ought to be standing in order to swear the formula preferred by Mālik inside the great mosque and after mid-afternoon prayers.

Whether or not oaths ought to be pronounced on the Qurʾān, as reported in James I's *Llibre dels fets*, is questionable. Mālik's *al-Muwattaʿa* does not contain any provision requiring the Qurʾān in oath-taking. In fact, what Maliki jurists stressed above all was the pronunciation of the appropriate formula addressed to God.⁵² In this sense, Mālik records that the Prophet Muhammad said: "God forbids you to swear by your fathers. If anyone swears, let him swear by God or keep silent."⁵³ The second part of this *hadith* is echoed in one of the most popular summaries of Maliki law that circulated in late medieval Iberia—al-Qayrawānī's *Risāla fi-l-fiqh*. Al-Qayrawānī (d. 966) begins the chapter on oaths and vows stating, "Whoever swears, let him do it by God, or keep

49 Melchert, "The History of the Judicial Oath," 311.

50 Melchert, "The History of the Judicial Oath," 311.

51 Melchert, "The History of the Judicial Oath," 312.

52 Melchert, "The History of the Judicial Oath," 312. To the question of whether an oath ought to be taken on the Qurʾān and inside the great mosque of Sousse, the tenth-century Tunisian jurist al-Qābiṣī responded that pronouncing the standard oath was enough. However, other Maliki scholars argued for the validity of swearing upon the Qurʾān. al-Wansharīṣī's *Miʿyār*, Fes, II, 59; Vincent Lagardère, *Histoire et société en occident musulman au Moyen Âge: Analyse du Miʿyār d'al-Wansharīṣī* (Madrid: Casa de Velázquez, 1995), 22; Ibn Abī Zayd Al-Qayrawānī, *Compendio de derecho islámico*, ed. Jesús Riosalido (Madrid: Editorial Trotta, 1993), 107, 187.

53 "A-lā inna al-Lāha yanhākum an taḥlifū bi-ābāʾikum, wa-man kāna ḥalīfān fa-l-yahlif bi-l-Lāhi aw li-yaṣmut." Mālik Ibn Anas, *Al-Muwattaʿa of Imam Malik Ibn Anas: The First Formulation of Islamic Law*, trans. Aisha Abdurrahman Bewley (London: Kegan Paul International, 1989), 188. This *hadith* is also recorded in the compilations of al-Bukhārī and Muslim. Muslim ibn al-Ḥajjāj al-Qushayrī, *Ṣaḥīḥ Muslim; Being Traditions of the Sayings and Doings of the Prophet Muhammad as Narrated by His Companions and Compiled under the Title Al-Jāmiʿ-ūṣ-Ṣaḥīḥ*, trans. Abdul Hameed Siddiqui, vol. 3 (Lahore: Sh. Muhammad Ashraf, 1971), 875 (Book 15, *hadith* number 4038); Muḥammad ibn Ismāʿīl Bukhārī, *Ṣaḥīḥ Al-Bukhārī: The Translation of the Meanings of Sahih Al-Bukhari*, vol. 8 (Riyadh: Darussalam Pub. & Distr., 1997), 339 (Book 83, *hadith* number 6646).

silent.”⁵⁴ Hence, Muslims were enjoined to swear only in the name of God. Yet, jurists disagreed on whether Muslims could swear oaths naming one of His other (ninety-nine) names. In his *Bidāyat al-Mujtahid*, Ibn Rushd reviewed the different positions jurists took regarding permissible and non-permissible oaths and stated that while some accepted oaths in the name of God or His other names; others accepted oaths on anything venerated in Islamic law (presumably including the Qurʾān). Ibn Rushd did not explicitly convey his position but by criticizing the reasoning of those who prohibited the swearing of oaths in the name of God’s attributes or acts, he seemed to imply that these oaths ought to be considered permissible as well.⁵⁵

Similarly, Islamic law prescribed that those under *dhimmi* status—that is, primarily Christians and Jews living under Muslim rule—swore by God. In a slight variation of the Muslim oath formula, Christians were expected to swear by “God, who sent down the Gospel to Jesus” and Jews by “God, who sent down the Torah to Moses.”⁵⁶ Yet, as discussed above, Christians living under Christian rule did not typically swear by God; instead, they swore by the Gospels and the cross. In addition, as part of the oath-taking procedure, there seems to have been an expectation that Christians put their hands on a copy of the Gospels or an object representing the cross while pronouncing the oath.⁵⁷ This expectation may well have been extended to Muslims living under Christian rule, which would explain why the oaths of allegiance given to James I were taken

54 Ibn Abī Zayd al-Qayrawānī, *La Risāla ou Epître sur les éléments du dogme et de la loi de l’Islām selon le rite Mālikite*, trans. Léon Bercher, 9th ed. (Paris: Editions populaires de l’Armée, 1990), 166; Al-Qayrawānī, ed. Riosalido, *Compendio de derecho islámico*, 107.

55 Ibn Rushd, *The Distinguished Jurist’s Primer*, trans. Imran Ahsan Khan Nyazee, vol. 1 (Reading: Garnet Publishing, 2000), 488-489.

56 Melchert, “The History of the Judicial Oath,” 311-312. Ramon de Penyafort in his *Summa de penitentia* 1.9.8 (col. 370) forbids Christians from using the Jewish or Muslim oath formulas when pronouncing their own. David M. Freidenreich, “Muslims in Western Canon Law, 1000-1500,” in *Christian-Muslim Relations: A Bibliographical History*, ed. David Thomas, Alex Mallett, Juan Pedro Monferrer Sala, Johannes Pahlitzsch, Mark Swanson, Herman Teule and John Tolan, 5 vols. (Leiden: Brill, 2009-2013), 3:55-56. Najwa Al-Qattan has found similar oath formulas for *dhimmi*s in the records of *sharīʿa* courts of eighteenth- and nineteenth-century Ottoman Damascus. Al-Qattan “Dhimmi in the Muslim Court: Legal Autonomy and Religious Discrimination,” *International Journal of Middle East Studies* 31, no. 3 (August 1, 1999): 429-444 at 438 and footnote 47.

57 Tilander found two manuscripts that included representations of the cross and Gospels on opposing folios so that Christian oath-takers could swear by putting their hands on them. Tilander, *Los Fueros de Aragón*, 446.

upon (*sobre*) the Qurʾān, although it is uncertain whether a physical copy of the Qurʾān had been used in this case.

That certain aspects of the oath-taking process be transferred from rulers to subjects is not something without precedent, as the example of *dhimmīs* swearing by an oath worded after the Muslim oath shows. However, it is not always possible to discern from the oath formulas whether a physical copy of the Qurʾān was part of the oath-taking ceremony. The prepositions that follow the verb “to swear” may provide an indication. Although the most common preposition is “por” (by), as in “we swear by (*por*) the virtue of the noble Qurʾān,”⁵⁸ the prepositions “sobre” and “en” (on or upon) also appear, as in “we have ordered to receive oath on (*sobre*) the book called Qurʾān”⁵⁹ and “sworn testimony upon (*sobre*) the Qurʾān . . . and by (*por*) *bille ylle yllehu*.”⁶⁰ This contrast between prepositions suggests that Muslims could have sworn upon a physical copy of the Qurʾān in certain occasions. Yet, from the perspective of Islamic law what mattered most was that Muslims swore only by God.

This perspective was largely shared by three extant Muslim legal compilations produced in Christian Iberia during the late medieval and early modern periods: the *Leyes de moros*, the *Llibre de la Çuna e Xara dels moros*, and the *Breviario sunní*. While these compilations coincide in that oaths must be taken in the name of God and preferably inside a mosque, there are significant differences between them and in comparison to Christian legal compilations with regards to witnesses, location, timing, and manner of oath taking.

The earliest compilation, titled the *Leyes de moros*, was first published in 1853 by Pascual de Gayangos, who dated the original manuscript to the first third of the fourteenth century.⁶¹ The text was written in Castilian, and unlike

58 Madrid, Facultad de Derecho, MS 7068, 322: “juramos . . . por la virtud del honrrado alcoran.” Marín Royo, *El Fuero de Tudela*, 204.

59 Pamplona, Archivo General de Navarra, Comptos, Caja 62, num. 10: “auemos fecho reçebir jura sobre el libro clamado l'alcoran.” Mercedes García-Arenal, “Los moros de Navarra en la baja edad media,” in *Moros y judíos en Navarra en la baja edad media* (Madrid: Hiperión, 1984), 9-139 at 41, 100-101.

60 “testimonio jurado sobre el Alcoram . . . et por *bille ylle yllehu*.” Ledesma Rubio, *Vidas Mudéjares*, 24, 27, 28.

61 The Biblioteca Histórica de la Universidad Complutense dates the manuscript to the thirteenth or fourteenth centuries. Although the original manuscript, lost in the late eighteenth century, was found in 1951 by Gunnar Tilander, no critical edition has yet appeared to confirm the dating and to establish the text. The manuscript is now housed at the National Library of Sweden (Stockholm, National Library of Sweden, Tilander Sp. nr. 1). Gayangos's edition was based not on the original but on one of the copies that historian and academician Manuel Abella ordered in 1794. Pascual de Gayangos, “Tratados de Legislación Musulmana,” *Memorial histórico español: colección de documentos, opúsculos*

most of its counterparts it had few Aragonese loan words. The *Leyes de moros* offers a compendium of Islamic law that has been described as “archaic” and “conservative,”⁶² in that it is, in all likelihood, a copy of an older Arabic original concerned with Muslims living under Muslim rule and not intended for Muslims living under Christian rule, as was the case of Castilian Muslims at the time.⁶³ According to Gerard Wiegers, the *Leyes de moros* might have been intended for use among Christian authorities; an opinion first expressed by Gayangos and shared by L. P. Harvey. Wiegers adds that this text fits in the juridical practice of certain Castilian towns (notably that of Burgos), in which the administration of Islamic law fell to Christian jurists from the twelfth century onwards when Muslims migrated from the south into this region.⁶⁴

Four sections in the *Leyes de moros* deal with oaths, and particularly with the place, time, and manner of oath-taking. Title CLIV: “When a man is killed and his relatives sue”⁶⁵ deals with the oath of *qasama*: a type of oath that was pronounced fifty times by the blood relatives of a murdered person in order to claim revenge.⁶⁶

y antigüedades V (1853); Gerard Wiegers, *Islamic Literature in Spanish and Aljamiado. Yça of Segovia (fl. 1450), His Antecedents and Successors* (Leiden: E.J. Brill, 1994), 57-59; Soha Abboud Hagggar, “Los arabismos de ‘Leyes de moros,’ revisados desde su manuscrito original recuperado,” in *Hommage à l’Ecole d’Oviedo d’Etudes Aljamiado (dédié au Fondateur Álvaro Galmés de Fuentes)* (Zaghouan: Fondation Temimi pour la Recherche Scientifique et l’Information, 2003), 33-46 at 35; Marta Torres Santo Domingo, “El regreso virtual de un códice complutense ‘perdido’: Las Leyes de Moros,” *Pecia Complutense* 6, no. 11 (2009): 1-7 at 4-5.

62 L.P. Harvey, *Islamic Spain, 1250 to 1500* (Chicago, IL: University of Chicago Press, 1990), 77.

63 Alfonso Carmona González and Soha Abboud Hagggar have argued that the *Leyes de moros* is a fragmentary copy translated into Castilian of the *Kitāb al-Tafrīr*, written by the tenth-century jurist Ibn al-Jallāb al-Basrī. However, with respect to oaths and vows, both texts have little in common. In fact, the 1585 aljamiado copy of *al-Tafrīr* bears a closer resemblance to al-Qayrawānī’s *Risāla fi-l-fiqh* than to the *Leyes de moros*. Alfonso Carmona González, “El autor de las Leyes de moros,” in *Homenaje al profesor José María Fórneas Besteiro*, vol. II (Granada: Universidad de Granada, 1995), 957-962; Soha Abboud Hagggar, “Las ‘Leyes de Moros’ son el libro de Al-Tafrī: El famoso manuscrito de la Real Academia de la Historia es una copia parcial, fragmentaria, resumida y con interpolaciones del tratado de jurisprudencia malikī de Ibn Al-Gallab,” *Cuadernos de Historia del Derecho* no. 4 (1997): 163-201.

64 Wiegers, *Islamic Literature*, 57-58.

65 “Tit. CLIV: De quando matan omen et querellan los parientes de uno.”

66 Cf. Mālik’s *al-Muwattaʿa*’s section on the oath of *qasama*. Mālik Ibn Anas, trans. Abdurrahman Bewley, *Al-Muwatta*, 371-74; Herbert J. Liebesny, *The Law of the Near & Middle East: Readings, Cases, and Materials* (Albany, NY: SUNY Press, 1975), 251.

[The oath-takers] must swear in the great mosque (*almagid*), after the noon prayer (*açala*), when the people arrive to [perform] the prayer, and in days such as these, [the oath-takers] must swear toward (*á*) Mecca, and toward (*á*) Yatrib, which is Medina and the house of Jerusalem and those who are buried near these places.⁶⁷

The *Leyes de moros* follows Maliki jurisprudence in that the preferred location and time for oath-taking were the great mosque, “after the noon prayers,” and “in days such as these” which Gayangos interpreted to mean after the *jumu'a* prayer.⁶⁸ Gayangos further suggested that “jurar á” be interpreted as “swearing by (*por*).”⁶⁹ However, a more plausible interpretation would be “toward” or “in the direction of.” This interpretation makes sense because early Muslims prayed in the direction of Jerusalem.

Another problematic word is *almahar*, which appears in Title CXCVI “On the oaths that are made in all utterances.”⁷⁰ This section specifies that oath-takers “must not swear near any *almahar* of the *almahars*, except in the *almahar* of the Prophet (*anaby*).”⁷¹ This passage is obscure and Gayangos provides no interpretation. The term “almahar,” which usually refers to the dowry that the groom promises to his bride, is probably a copyist’s mistake in this context. Instead, the word *minbar* makes more sense, in keeping with Mālik’s *al-Muwatta*.⁷² Hence, the *Leyes de moros* probably required oath-takers to swear in (or by) the place (*minbar*) from which Prophet Muhammad addressed the community, possibly at Medina.

In addition to regulating location and time, the *Leyes de moros* contains a number of provisions about who was entitled to swear according to Islamic law. These provisions are unusual in that they mention explicitly women: “[T]here is no oath by male slaves nor female slaves, nor by male Jews, nor

67 “han de jurar en el *almagid* mayor, despues de l’*açala*, quando se llegaren las gentes á l’*açala*, et en dias tales como estos, que han de jurar á Meca, et á Yatrib, ques el Almadina et la casa de Jerusalem et los que moran çerca destos logares.” Gayangos, “Tratados de legislación musulmana,” 116-17.

68 Gayangos, “Tratados de legislación musulmana,” 116 (footnote 6).

69 Gayangos, “Tratados de legislación musulmana,” 117.

70 “De las juras que se fazen en todos los dichos.”

71 “non juren çerca ningunt *almahar* de los *almahares*, salvo en el *almahar* del *anaby*.”

72 Mālik Ibn Anas, trans. Abdurrahman Bewley, *Al-Muwatta*, 299-300. Abboud-Haggar reaches the same conclusion and suggests that the correct term in this text would be “*almanbar*,” spelled with an “a” instead of an “i” as in classical Arabic *al-minbar*. Abboud Haggar, “Los arabismos de ‘Leyes de moros,’” 42. My thanks to Antonio Giménez Reillo for drawing my attention to this passage.

by female Jews" (Title CLVII)⁷³ and the oaths must be taken only by "the free persons (*forros*) of the Muslims (*moçelimes*), by their men, or by their women" (Title CLVII).⁷⁴ Yet, Title CXCVII "On the oath of the woman in the mosque (*almagid*)"⁷⁵ contradicts the previous statement: "Jews and Christians are to swear in their church near the altar."⁷⁶ This contradiction is unresolved in the *Leyes de moros* and it is unclear whether Jews and Christians were expected to engage in oath-taking. However, Title CXCVII adds information on the content of the oath formula that Jews and Christians were expected to pronounce: "they are not to swear but by the name of God."⁷⁷ These references to non-Muslim oaths are important for two reasons. First, since there is no explicit mention of the Muslim oath formula in the *Leyes de moros*, we can infer from Title CXCVII that Muslims too were expected to swear only by the name of God.⁷⁸ Second, regulating non-Muslim oaths supports the view that the *Leyes de moros* was conceived from the perspective of the *dār al-Islām*.

Yça Gidelli's 1462 *Breviario çuñi o ceremoniario de la seta de Mahoma para conosçer y qualificar las çeremonias de moros* was written in Castilian, with extant copies in both Latin script and *aljamiado*.⁷⁹ The *Breviario sunní*, as it is commonly known, was to become a standard book of reference for Muslims not only in Castile but also in Aragon, where it was widely read to judge from Inquisition records and Almonacid's hoard.⁸⁰ Yça Gidelli's stated goal was to aid his coreligionists in living a Muslim life according to the principles of Islamic law. With this aim in mind, he set to produce a succinct compendium

73 "non hay jura en syervo non en syerva, nin en judio, nin en judia." Gayangos, "Tratados de legislación musulmana," 120-121.

74 "los forros de los moçelimes, en sus omes, ó en sus mugeres." Gayangos, "Tratados de legislación musulmana," 120.

75 "De la jura de la muger en el almagid."

76 "juren los judios et los christianos en su iglesia çerca del altar." Gayangos, "Tratados de legislación musulmana," 155.

77 "et non juren sy non el nonbre de Dios." Gayangos, "Tratados de legislación musulmana," 155.

78 The 1585 *aljamiado* copy of Ibn al-Jallāb's *al-Tafrīr* explicitly mentions Muslim oath forms: "por Allāh, bendito es, o con lonbre de/ sus londres-de Allāh, o con senblança-de sus se/ nblanças . . . I quien jurará por l-alqur-/ān." This *aljamiado* copy concludes the chapter on oaths and vows stating, "I no-pa-/sa l-*alkafara* antes-del-esperjurar sino en/ la-jura de por Allāh solamente que-s la-jura de *bi-Allāhi*." Soha Abboud-Haggar, ed., *El tratado jurídico de Al-Tafrīr de Ibn Al-Çallāb: manuscrito aljamiado de Almonacid de la Sierra* (Zaragoza: Institución Fernando el Católico, 1999), 249, 254.

79 Wiegers, *Islamic Literature*, 115. On whether the original was written in Latin script or in *aljamiado*, see Harvey, *Islamic Spain, 1250 to 1500*, 132.

80 Harvey, *Islamic Spain, 1250 to 1500*, 84-85.

of Islamic law from the perspective of the *dār al-Islām*, although unlike the *Leyes de moros*, the *Breviario sunní* was more in touch with the circumstances of life under Christian rule. Yça Gidelli states that the *repartidores*, that is, the Muslim officials in the service of the Castilian king, had urged him to write this book.⁸¹ This suggests a connection with Christian authorities on this and other projects. Yça Gidelli is perhaps better known for his collaboration with John of Segovia, who employed him to help produce a more accurate and complete (“de pe a pa,” either word for word or from beginning to end) translation of the Qur’ān.⁸²

The *Breviario sunní* devotes only one section to oath-taking: Chapter XXXVI “On oaths and vows and their violations and satisfactions.”⁸³ In keeping with the author’s goal of providing a summary of Islamic law, this chapter is an abridgment of the usual “Vows and oaths” chapter found in Islamic legal compilations. Yça Gidelli begins by describing the four types of oaths and vows sworn “[by] God (*Allah*) or any of his names.”⁸⁴ At the end of this chapter, he provides a summary of the appropriate location and time for fulfilling a vow to go to a “*mezquida apartada*” (remote mosque):

If he made a vow to God (*Allah*) or to any of His names that he would go to a remote mosque (*mezquida apartada*), he is not obliged to fulfill this, except in Mecca or in Medina or in the great mosque (*mezquida reberente*). And if he made a promise to go elsewhere, he must fulfill it where he lives; and if the town where he lives has no mosque, he must fulfill his offer in the nearest town that has a mosque and perform the noon prayer (*açala*) with the community (*alchama*).⁸⁵

Therefore, as seen above, the great mosque takes prominence as the preferred place for fulfilling a vow, that is, unless the believer has the means to go to

81 Wiegiers, *Islamic Literature*, 125.

82 Wiegiers, *Islamic Literature*, 100.

83 “De las juras y botos y sus quiebras y satisfacciones.”

84 “con *Allah* ó con alguno de sus nombres.” Gayangos, “Tratados de legislación musulmana,” 334-35.

85 “Y si hizo boto por *Allah* ó nombre suyo para yr á alguna *mezquida apartada*, no es obligado á cumplir aquello, salbo en Maca ó en l’Almedina ó en la *mezquida reberente*. Y si para otra parte hiciere la promesa, cumplala en su lugar donde bibiere; y si en la población donde él bibe no abrá *mezquida*, cumpla su oferta en el mas cercano lugar que haya *mezquida* y haga *açala* con *alchama*.”

Mecca or Medina.⁸⁶ In addition, the author is careful to adapt the precepts of Islamic law to the circumstances of living under Christian rule by acknowledging that mosques were not to be found everywhere. If a Muslim lived in a town without a mosque, the author enjoined him to go to the nearest town with a mosque. As in the *Leyes de moros*, the best time for oath-taking in the *Breviario sunní* was after the Friday mid-day prayers in the company of the community of believers.

The third Muslim legal compilation was given the title *Llibre de la Çuna e Xara dels moros* by Carmen Barceló, who edited it in 1989. According to Barceló, the *Llibre de la Çuna e Xara*, probably a translation of an Arabic original into Catalan (Valencian), was written circa 1408. The only extant manuscript of this text can be dated between around 1460 and 1485, and it was probably commissioned when the lord of the town of Sumacàrcer was given complete jurisdiction over the Christian, Jewish, and Muslim residents in 1464.⁸⁷ Unlike the Castilian *Leyes de moros* and *Breviario sunní*, which presume that oaths be taken in the name of God, this compilation is the only one that contains explicit Muslim oath formulas (*sagraments*). Two instances of disputes involving oath-taking are considered in this compilation: the first relates to the oath of *qasama* and the second takes the form of a *fatwa*.

With regards to the oath of *qasama*, sections CLXI to CLXIV describe in detail the manner in which the defendant and the relatives of a murdered person must swear. First is the oath intended for the relatives: “I swear by God that he [wounded a] brother of mine, [and] because of these wounds my brother died *bil.le aladil.le il.lehe il.lehu eumin fulemie darba fulonen li motte muzerbihi*.”⁸⁸

86 In contrast to the *Breviario sunní*, the *Risāla* of al-Qayrawānī emphasizes the means of transportation and states that a vow to go to Mecca on foot has to be fulfilled as promised unless the person cannot walk; in that case, he can ride but should walk the distance ridden whenever possible. A vow to go to Medina or Jerusalem on foot can be fulfilled riding on a horse but a vow to go to another mosque does not need to be fulfilled where the mosque is located; instead, he can pray wherever he is. Al-Qayrawānī, trans. Bercher, *La Risāla*, 170-173; al-Qayrawānī, ed. Riosalido, *Compendio de derecho islámico*, 108-109. The 1585 aljamiado copy of Ibn al-Jallāb’s *al-Tafrīr* largely coincides with these provisions. Abboud-Haggar, *El tratado jurídico de Al-Tafrīr de Ibn Al-Ġallāb*, 243-246.

87 Carmen Barceló, ed., *Un tratado catalán medieval de derecho islámico: el Llibre de la Çuna e Xara dels moros* (Córdoba: Universidad de Córdoba, 1989), ix-xxiv.

88 “Jur per Déu que aquest [nafrà un] germà meu per les quals nafres fon mort mon germà, *bil.le aladil.le il.lehe il.lehu eumin fulemie darba fulonen li motte muzerbihi*.” Barceló translated this formula as: “By God, who is the only divinity. I swear that so-and-so hit so-and-so, who died because of his blows” (“Por Dios, que es la única divinidad. Juro que Fulano golpeó a Zutano, que murió por sus golpes”). *Llibre de la Çuna e Xara*, ed. Barceló,

The defendant's oath follows: "I swear by God that I did not wound that man nor because of my wounds did that man die, *bile aladi elil.lehe il.le hua muynee ra[...].cu felen huha men cinete min zarbi . . .*"⁸⁹ In both cases the oaths follow the same pattern, first in Catalan (Valencian) and followed by the original oath in Arabic with Latin characters.

Section LXXXIII "On the Muslim who was absent from his home for .V. years"⁹⁰ describes a rather bizarre case (whether real or hypothetical we do not know) in which a Muslim man (*hun sarrahí*) has been away from home for five years. Upon returning, he finds out that his wife has a child aged one year old or less. Hence: "it is a question whether the child is of her husband, [with] said husband denying this."⁹¹ The response that follows seems to be modeled after a *fatwa*:

Commands the Sunna (*Çuna*) in this case that with four oaths that [she] makes [to] the husband of hers, according to the Sunna, saying in this manner, in her church (*església*) before the [Muslim] judge (*alcadí*) or the lord [or] the other elders of the place (*loch*), "I swear, swear by God *ab il.le aledi* that this child is his, of my husband."⁹²

In the *Llibre de la Çuna e Xara*, the Muslim oaths are spelled out in detail, word by word, and are always accompanied by a version in Catalan (Valencian). Unlike the previous Muslim compilations, the *Llibre de la Çuna e Xara* is not

41, 123. Federico Corriente interprets "*eumin*" as "*que Fulano de Tal*" (as in "*inna fulānani ffulāniyya*") in "A vueltas con las frases árabes y algunas hebreas incrustadas en las literaturas medievales hispánicas," *Revista de filología española* 86, no. 1 (2006): 105-26 at 125.

89 "Jur per Déu que jo aital no ferí ni per nafres mies non fon mort aital, *bile aladi elil.lehe il.le hua muynee ra[...].cu felen huha men cinete min zarbi . . .*" Barceló translates this formula as: "By God, who is the only divinity. I swear that so-and-so did not die because of my blows" ("Por Dios, que es la única divinidad. Juro que Fulano no murió por mis golpes"). *Llibre de la Çuna e Xara dels moros*, ed. Barceló, 42, 123. Corriente argues this formula is probably missing some parts, as most notarial formularies state that the defendant will swear "fifty times that he did not (hit him nor did he) die because of his blows" ("cincuenta veces que no (lo golpeó ni) murió de sus golpes"). Corriente, "A vueltas con las frases árabes," 125 (footnote 84).

90 "Del sarrahí que fon absent de sa casa per .V. anys."

91 "és qüestió si lo fill és del marit seu, negant açò lo dit marit."

92 "Mana la *Çuna* en aquest cas que ab quatre sacraments que faça [a] lo marit aquella, segons *Çuna*, dient axí, en la sua església davant lo alcadí o.l senyor e.ls altres vells del loch, juro, juro per Déu *ab il.le aledi* que aquest fill seu és, del marit meu." *Llibre de la Çuna e Xara dels moros*, ed. Barceló, 22.

concerned with the appropriate time for oath-taking. Instead, it focuses on location and witnesses. With respect to location, the mosque (or “la sua església”) is the preferred place for oath-taking. The concluding section on the oath of *qasama* states that the oath be taken: “in their mosque (*mezquita*), the parties present before the [Muslim] judge (*alcadí*) or the [Muslim] jurist (*alfaqú*) or other Muslim notables (*bons hòmens*) among them.”⁹³

The *Llibre de la Çuna e Xara* departs from the previous Muslim compilations in its emphasis on witnesses to validate the whole process. Witnesses in this compilation included Muslim legal authorities (*qadi* or *faqih*), Muslim notables (*bons hòmens sarrahins*) and local elders (*vells del loch*), and the lord (*seynnor*)—the Christian lord in this context. Can this emphasis on witnesses be attributed to a Christian influence? The use of terms such as *església* (in reference to a mosque), *bons hòmens sarrahins*, and *seynnor* in the *Llibre de la Çuna e Xara* reveals a certain accommodation to Christian practice, as these terms appear frequently in Christian sources. However, the presence of witnesses cannot be ruled out completely from the *Leyes de moros* and the *Breviario sunní*. Even though there is no explicit mention of witnesses in oaths, these compilations assumed that the Muslim community (*alchama* in the *Breviario sunní*) attending Friday prayers would be there to “witness” the oath-taking process—although the community here was not considered a witness in the legal sense. As discussed above, Islamic law normally understood oath exchanges as a covenant between two litigants with only God as a witness, and yet witness testimony was fundamental in most transactions under Islamic law. The same can be said of Christian law. Neither the Alfonsine legislation nor the *Fueros de Aragón* tradition required the presence of witnesses in Muslim oaths, despite the crucial role assigned to witness testimony in Christian law. Therefore, the importance that both Muslim and Christian societies attributed to witnesses in the settling of disputes may explain this emphasis in the *Llibre de la Çuna e Xara*.

A comparison between these three Muslim legal compilations and the Christian legal traditions shows some noteworthy points of connection regarding location, timing, and manner of oath taking. The *Leyes de moros*, the *Breviario sunní*, and the *Llibre de la Çuna e Xara* coincide in that the Muslim oath-taker must swear by God inside a mosque; the same location prescribed by the *Siete Partidas* with the caveat that the oath exchange takes place “by

93 “en la mezquita de aquells, presents les parts davant l’alcadí o alfaqú o altres bons hòmens sarrahins de aquell[s].”

the mosque's gate" and not inside.⁹⁴ In case there was no mosque in town, the *Siete Partidas* enjoined the litigants to go wherever the judge commanded them go.⁹⁵ Similarly, if a Muslim who made a vow lived in a town with no mosque, the *Breviario sunní* enjoined him to fulfill his vow in the nearest town with a mosque. The particular time in which Muslim oaths must be taken was not regulated in the Alfonsine and the *Fueros de Aragón* traditions. Neither did the *Llibre de la Çuna e Xara* prescribe that Muslim oaths be taken after Friday prayers, as the *Leyes de moros* and the *Breviario sunní* did. As for the manner in which the Muslim oath had to be performed, there is no equivalent in these three Muslim legal compilations to the *Siete Partidas*'s provision that the Muslim be standing and with an elevated hand and face turned southwards.⁹⁶ In sum, at the most basic level Muslim and Christian compilations coincided in that Muslims had to swear by God. The most remarkable coincidence is that between the *Llibre de la Çuna e Xara* and the legal tradition of the Crown of Aragon because both use an Arabic formula written in Latin characters.

Muslim Oath Formulas Expand

Three documents containing Muslim oath formulas originated in the vicinity of Valencia in the fifteenth century: the *Llibre dels Actes del Jurats e Concell* of Alzira and two notarial protocols. The earliest dates from 1459 and is preserved in the notarial protocols of Francesc Trilles of Sueca: "the Muslim oath (*sagrament*) is: *Vitley Hautledi itle Itlehu Itle Atlà huaraph dich alquibla almohamadia*."⁹⁷ Less than thirty years later (c. 1486-1489), another document from the same notary has: "the Muslim oath (*jurament*), [standing] on the feet and the face turned to the rising sun: *Billey alladi le Hille Illehu alim galyim*

94 "debe ir tambien el que ha de jurar como el que ha de rescebir la jura á la puerta de la mezquita si la hi hobiere."

95 "en el logar do le mandare el judgador."

96 Interpreting the passage "jurar á Meca, et á Yatrib" in the *Leyes de moros* as "swear toward Mecca, and toward Yatrib" would mean that this is the only one of the three Muslim compilations that regulates the manner of oath-taking.

97 "el sagrament del moro és: *Vitley Hautledi itle Itlehu Itle Atlà huaraph dich alquibla almohamadia*." Barceló, *Minorías islámicas*, 146-147. Corriente interprets this formula as: "I swear by God, that there is not another but God, and by the Lord of that Mohammedan *quibla*" ("juro por Dios, que no hay otro sino Dios, y por el Señor de esa alquibla mahometana"). Corriente, "A vueltas con las frases árabes," 126.

huakede en ente col alhac.”⁹⁸ The last document appears in the *Llibre dels Actes del Jurats e Concell* of Alzira (dated from 1494-1495) and contains this formula: “*Billey hualledi lehile\he/jllehue huarabbi/j\dich alquibla*.”⁹⁹ A glance at these formulas shows considerable development since the succinct *baylle ylloe* formulas of the thirteenth century. These are noticeably longer and contain new words that complement the standard Muslim oath, such as “alquibla” and “almohamadia.”

Mention of the *qibla* appeared first in Castile in the Alfonsine legislation of the mid-thirteenth century and by the early fourteenth in the kingdom of Valencia. The *Siete Partidas* mentions the *qibla* twice. First, as part of the appropriate manner in which Muslims must swear: “toward the south (*mediodia*), which they [Muslims] call *qibla* (*alquibla*),” and second, as part of the Muslim oath formula: “[D]o you so-and-so, Muslim, swear to me by (*por*) that God . . . who created this part of the *qibla* (*alquibla*) towards which you make prayer (*oracion*).”¹⁰⁰ In the 1263 *Repartimiento* of Écija, Christian scribes noted that in helping Christian authorities mark off the boundaries of the municipal district, the Muslim residents of Écija “swore by their *qibla* (*alquabla*) to say the truth about this matter.”¹⁰¹ Certainly “*alquabla*” refers to the *qibla*, yet to state that Muslims swore by their *qibla* suggests confusion between an aspect

98 “lo jurament del moro, de peus e girada la cara a sol hixent: *Billey alladi le Hille Illehu alim galym huakede en ente col alhac*.” Barceló, *Minorías islámicas*, 146-147. Corriente’s interpretation is: “I swear by God, that there is no other than Him . . . to say the truth” (“juro por Dios, que no hay otro sino Él . . . decir la verdad”). The fragment “*alim galym huakede en ente*” remains obscure. Corriente, “A vueltas con las frases árabes,” 126.

99 I was able to examine this manuscript (Alzira, Arxiu Municipal d’Alzira, Signatura 03/83, folio 226r). The formula appears at the center of the first *recto* folio of the seventh gathering (*Septimus quaternus*). Nothing else is written in this folio besides the oath and the indication of the gathering. The formula is written in a slightly bigger size than the rest of text and great care has been put into making it legible. The marks in the transcription indicate scribal insertions on the line (/ \) and in the interline (\ /). Barceló offers a different transcription in *Minorías islámicas*, 147: “*Billey hualledi le hilehe Illehue hua rabbi jorth alquibla*,” which Corriente interprets as: “juro por Dios, que no hay otro sino Él, mi Señor, junto a la alquibla.” Corriente, “A vueltas con las frases árabes,” 126. The modification I propose in my transcription would render the text: “by God, there is no god but He, He my lord of (?) this *qibla*.”

100 “contra el mediodia, á que llaman ellos *alquibla*” and “jurasme tu fulan moro por aquel Dios . . . que crió aquesta parte del *alquibla* contra que tu fazes oracion.” *Las Siete Partidas*, 486.

101 Joseph F. O’Callaghan, “The Mudejars of Castile and Portugal in the Twelfth and Thirteenth Centuries,” in *Muslims Under Latin Rule, 110-1300*, ed. James M. Powell (Princeton, NJ: Princeton University Press, 1990), 11-56 at 38-39.

of the oath performance and the content of the oath formula. In other words, the Muslims of Écija probably directed their oaths towards the *qibla*; which may have been interpreted as if they were swearing by the *qibla*, and not by God.¹⁰²

By the turn of the fourteenth century, mention of the *qibla* begins to appear in documents of Valencian provenance, though not in the kingdom of Aragon. The Muslim residents of the town of Sagra, near Dénia, swore allegiance to their new Christian lord in 1341: “by (*por*) the *Qibla* (*Alquibla*), according to the Sunna (*çunna*) of Muslims, that is to say *bille aledi le ille ylehu*.”¹⁰³ Whereas a century earlier, in 1240, a Christian scribe noted that the Muslim residents of Puçol swore by God and by the Qurʾān, in 1341 the Muslim residents of Sagra continued to use the typical Arabic oath formula but this time without any reference to the Qurʾān. Instead, as the Christian scribe noted, they swore “by the *Qibla*, according to the Sunna of Muslims.”¹⁰⁴ The parallel between the Sagra oath and that of the *Repartimiento* of Écija is striking: in both Muslims are said to have sworn by the *qibla*, thus conflating an aspect of the performance with the oath formula. The Sagra oath spelled out this conflation by stating that the *qibla* by which Muslims swore was the Muslim oath formula: “bille aldei le ille ylehu.”¹⁰⁵

102 This is the only instance I have found in which *qibla* is spelled with an “a” (*alquabla*); in the majority of documents it is spelled with an “i” as in *alquibla* (7 instances) or *alquible* (3 instances). While the spelling variation may be attributed to a copyist’s mistake, one of the reviewers has suggested a possible influence of North African Arabic. Pedro de Alcalá includes *qibla* and *quible*, and alludes to *alcauala* as “gabela en ytaliano como alcavala.” Federico Corriente, *El léxico árabe andalusí según P. de Alcalá (ordenado por raíces, corregido, anotado y fonéticamente interpretado)* (Madrid: Universidad Complutense, 1988), 160. The dictionaries of Covarrubias, Corominas, Corriente include only *alquibia* (*sic*), *alquibla*, and *alquible*. Sebastián de Covarrubias Orozco, *Suplemento al Tesoro de la lengua española castellana*, ed. Georgina Dopico Black and Jacques Lezra (Madrid: Ediciones Polifemo, 2001), 38; Juan Corominas, *Diccionario crítico etimológico de la lengua castellana* (Berne: Editorial Francke, 1954), 167; Federico Corriente, *Diccionario de arabismos y voces afines en iberorromance* (Madrid: Gredos, 1999), 208.

103 “por el *Alquibla*, segund *çunna* de moros, conviene a saber *bille aledi le ille ylehu*.” Barceló, *Minorías islámicas*, 146; Antoni Ferrando i Francés, *Consciència idiomàtica i nacional dels valencians* (Valencia: Universitat de València, 1980), 189-90.

104 Similarly, a 1315 report of witness testimonies before the Justice of Alicante concerning the violent death of a Muslim, Çilim Mahoma, contains this oath: “moro jur sobre *lalquibla*.” Maria Teresa Ferrer i Mallol, “Un procés per homicidi entre sarraïns de l’horta d’Alacant (1315),” *Sharq al-Andalus* 7 (1990): 135-150.

105 Confusion with the meaning of *qibla* is further illustrated in Jaume Roig’s *Spill o Libre de les dones*, where *alquible* appears to have the meaning of *mihrab* or the niche in the wall of

In contrast to this pattern of conflating the *qibla* with the Muslim oath, the tradition of the *Fueros de Aragón* did not include any references to the *qibla* in Muslim oaths. From the fourteenth century onwards, however, Aragonese lawmakers begin to elaborate the concise “baylle yllœ” formulas by adding new words and provisions about correct performance. Two fourteenth-century manuscripts of the *Fueros de Aragón* illustrate this pattern of elaboration. The earliest of these contains the following provision: “[The Muslim] must swear, turned toward the south (*mey día*), by (*por*) these words: *Belle ylle ha ylle hu*.”¹⁰⁶ The second manuscript has a slightly different version: “[The Muslim] must swear turned (*con corornado*) toward the south (*meyo día*) by (*por*) these words that thus say: *Belle ille ha ille hu*.”¹⁰⁷ This pattern of elaboration suggests that in the eyes of Christian lawmakers the abridged form of “baylle yllœ” and its variants no longer sufficed. Over time, it became necessary to incorporate details about the appropriate manner of oath-taking in order to buttress the solemnity of the process. Hence, from the fourteenth century onwards Muslims in the kingdom of Aragon were increasingly expected to pronounce their Arabic oath facing the south; a provision that echoes earlier Alfonsine legislation.

As mentions of the *qibla* continued in Castile and the kingdom of Valencia, other markers of Islam besides the direction of prayer and the Qurʾān begin to appear from the fifteenth century onwards. In the kingdom of Valencia, oaths include a mention of Muhammad by specifying that the *qibla* by which Muslims swore was the Muhammadan *qibla*.¹⁰⁸ A case in point is an oath found in the 1407 *Llibre del Consolat de Mar*: “*Huach hede / elquible / mohamedie*. Which means in Christian [language]: I swear by this *qibla* of Muhammad that this which I say is true.”¹⁰⁹

a mosque that points to the *qibla* (“*lo vell moret / ix de l'alquible*,” v. 3645). Jaume Roig, *Spill o Libre de les dones*, ed. Roque Chabas y Llorens and Antonio Chabret (Barcelona: L'Avenç, 1905), 66; Corominas, *Diccionario crítico etimológico de la lengua castellana*, 167.

106 Madrid, Biblioteca Nacional, MS Madrid, cod. 458: “deve iurar, contornado escontra mey día, por estas palavras: *Belle ylle ha ylle hu*.” Pérez Martín, *Los Fueros de Aragón*, 199.

107 Paris, Archives Nationales, MS J.J. N.N.: “deve jurar con corornado es contra meyo día por estas palavras que dizen ass: *Belle ille ha ille hu*.” Pérez Martín, *Los Fueros de Aragón*, 199.

108 On the legislation against the public invocation of Muhammad, see Olivia Remie Constable, “Regulating Religious Noise: The Council of Vienne, the Mosque Call, and Muslim Pilgrimage in the Late Medieval Mediterranean World,” *Medieval Encounters* 16, no. 1 (2010): 64–95.

109 There are two versions of the oath found in the *Llibre del Consolat de Mar*: “Vide hic quomodo se <a>rraceni debent iurare. et debent dicere hec uerba que sequitur *Huach hede / elquible / mohamedie*. Que uol dir en crestianesch. yo iur per aquesta *alquibla* de mahomat que ço que yo dich es ueritat. Et dictum iuramentum fit intus meçquitam sarracenorū

In the kingdom of Aragon, another cultural marker of Islam is recorded in oaths from the fifteenth century onwards—Ramadan. An early fifteenth-century manuscript of the *Fueros de Aragón* illustrates this trend: “*Bille aladi, alle illecha illechia* and by (*por*) Ramadan (*romadán*) that I fasted.”¹¹⁰ Similarly in a 1487 inquisition process against the relapsed convert Juan de Granada, several Muslim witnesses from the defendant’s hometown of Alfajarín, near Zaragoza, were called upon to testify concerning Juan de Granada’s lifestyle. Witnesses were asked whether Juan de Granada “[had lived] as a Muslim guarding the law of Muhammad (*Mathoma*)” upon his return from Granada.¹¹¹ The Christian scribes recorded their testimonies in this way: “the said man swore in his power, by (*por*) *bille ille alladi leillua*, and by (*por*) the words of the Qurʾān (*Alcorán*) and [by] the fast of Ramadan (*Romadán*) [already] fasted and to be fasted.”¹¹² Hence, Muslims were expected to swear not only by God, but also by the words of the Qurʾān and, if that were not enough, by Ramadan, past and future.

The pattern towards elaboration of the Muslim oaths went hand in hand with the gradual encroachment of Christian officials in the legal affairs of Muslims. Although most surrender treaties contained clauses that protected the right of Muslims to be judged according to Islamic law and by Muslim judges, by the mid-fourteenth century few *aljamas* were ruled exclusively by Islamic law.¹¹³ According to John Boswell, as much as eighty-nine per cent of all cases involving Muslims in Valencia in the mid-fourteenth century were

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- cum pede dextro eleuato” and “Vide iterum iuramentum dictorum sarracenorum. quod iuramentum fit per hec uerba que sequuntur *Bethlehi. deheledi. bethlehu. veradi. musceh? . beldich. equibla. fi? resualla.*” Antoni Ferrando i Francés, ed., *Llibre del consolat de mar: Arxiu Municipal de València, any 1407* (Valencia: Archivo Municipal de Valencia, 1979), 235.
- 110 Zaragoza, Biblioteca Universitaria, Codex 7, folio 24b-c: “*Bille aladi, alle illecha illechia* et por el romadán que yo he daiunado.” Pérez Martín, *Los Fueros de Aragón*, 198.
- 111 Zaragoza, Archivo Provincial, Audiencia, MS sig. 10, num. 8: “como moro guardando la ley de Mathoma.” Ledesma Rubio, *Vidas Mudéjares*, 77-103. One of the Muslim witnesses recounts how he had seen the defendant “en la mezquita y se escałcaba y fazia oración como moro y le vio dayunar el Romadán más cerqua passado del presente anyo y comer de las viandas de moros como moro a la mesa de los moros y de sus viandas y participar con los moros como otro qualquiere moro dellos.” The scribe concludes in Latin “et horum dixit per iuramentum.” Ledesma Rubio, *Vidas Mudéjares*, 91.
- 112 “el cual juró en su poder, por *bille ille alladi leillua*, y por las palavrás del Alcorán y el ayuno de Romadan dayunado y por dayunar.” Ledesma Rubio, *Vidas Mudéjares*, 91.
- 113 John Boswell, *The Royal Treasure: Muslim Communities under the Crown of Aragon in the Fourteenth Century* (New Haven, CT: Yale University Press, 1977), 108.

heard by Christian officials.¹¹⁴ This encroachment explains why, at least in part, Muslims were increasingly turning to Christian courts to settle disputes, even when disputes involved only Muslims.¹¹⁵

As more Muslims brought their cases before Christian courts, those presiding over them or representing Muslim litigants most likely became familiar with aspects of Islamic law, as these aspects intersected with the overarching system of Christian law. For instance, cases of miscegenation between Muslim women and Christian men were dealt very differently in Islamic and Christian laws. Whereas Islamic law prescribed stoning, the penalty in Christian law was enslavement, which prompted several Muslim women to opt for the lighter Christian penalty in a 1365 case.¹¹⁶ In addition, there is some evidence that Christian authorities sought to acquaint themselves with Islamic law in order to adjudicate cases involving Muslim litigants, such as the lord of Sumacàrcer, who as seen above may have commissioned a copy of the *Llibre de la Çuna e Xara* upon being granted complete jurisdiction over the town.¹¹⁷

A 1234 surrender treaty between the Templars and the Muslim inhabitants of the castle of Xivert, north of Valencia, illustrates acquaintance with Islamic law, and particularly with the Muslim oath. In this treaty, the new lords agreed “not to compel [Muslims] to swear this [oath] by another creature (*aliam creaturam*) or thing (*rem*) except by God omnipotent.”¹¹⁸ Such a concession probably resulted from negotiations between the new lords of Xivert and their Muslim subjects, who as conquered peoples feared an imposition to swear in the manner of Christians. Upon the arrival of the Templars, if not earlier, the Muslims of Xivert encountered the Christian oath formula, which as already seen typically involved swearing by the Gospels and the cross. Thus, the allusion to “thing” (*rem*) probably refers to the cross, while “another creature”

114 Boswell, *The Royal Treasure*, 108-109.

115 Boswell, *The Royal Treasure*, 132.

116 Arxiu de la Corona d'Aragó, Reial Patrimoni, registre 1710, fol. 22. Boswell, *The Royal Treasure*, 132 (footnote 80).

117 *Llibre de la Çuna e Xara*, ed. Barceló, xiv. A few Christian lawyers, such as Martín de la Torre or Garsía de Munyonis of Pamplona, specialized in Islamic law and appear recurrently in cases involving Muslims from 1355 to 1365. Boswell, *The Royal Treasure*, 121-122.

118 “non compellatur [maurus] facere ipsum [sacramentum] per aliam creaturam vel rem nisi per Deum omnipotentem.” Robert I. Burns, *Islam under the Crusaders, Colonial Survival in the Thirteenth-Century Kingdom of Valencia* (Princeton, NJ: Princeton University Press, 1973), 128. Manuel Ferrandis transcribed this charter in “Rendición del Castillo de Chivert á los Templarios,” in *Homenaje á D. Francisco Codera en su jubilación del profesorado; estudios de erudición oriental con una introducción de D. Eduardo Saavedra* (Zaragoza: M. Escar, tipógrafo, 1904), 28-33.

suggests the Christian belief in the Trinity, as seen from the Muslim perspective. One can imagine that these negotiations entailed a discussion of the manner of oath-taking under the new Christian regime; thus, the acknowledgement that Muslims must swear only by God.

Muslims did not only swear by God, however, as new words denoting Muslim cultural markers, such as Muhammadan *qibla* and the Ramadan, were added to the standard Arabic formula from the fourteenth century onwards. This inclusion of new words does not mean that Christian officials of the preceding centuries were unaware of Muslim practices, such as the annual fasting of Ramadan, for example. However, the word Ramadan (*Romodam*, *Ramadan*, *Romadan*) seldom appears in earlier documents and instead, when Christian texts referred to these practices they tended to describe them rather than use the word “Ramadan.”¹¹⁹ The descriptions employed notions that would have been familiar to Christian audiences: “let it be permitted that Muslims [...] without any impediment preach, pray, fast (*jejunare*), and make pilgrimages (*facere romerías*) according to their law and Sunna (*çunam*).”¹²⁰ Thus, “*jejunare*” most likely was used here to describe Ramadan. It is only from the fifteenth century onwards that the explicit mention of Ramadan begins to appear in oath formulas.

In expanding Muslim oaths, Christian authorities could have followed the *shahāda*, or profession of faith: “There is no god but God, and Muhammad is the Messenger of God.”¹²¹ Yet the name of Muhammad seldom appears in the

119 A related example is the description of the call for prayer (*adhān*) in decree 25 of the Council of Vienne. Although the decree refers to the muezzin as *Zabazala* (from *ṣāhib as-ṣalāh*), the practice is described at length rather than given as the name *adhān*: “sacerdotes eorum, Zabazala vulgariter nuncupati, in templis seu mesquitis suis, ad quae iidem Sarraceni conveniunt, ut ibidem adorent perfidum Machometum, diebus singulis certis horis in loco aliquo eminenti eiusdem Machometi nomen, christianis et Sarracenis audientibus, alta voce invocant et extollunt, ac ibidem verba quaedam in illius honorem publice profitentur.” Norman P. Tanner, ed., *Decrees of the Ecumenical Councils*, 2 vols. (London: Sheed & Ward, 1990), 1:380.

120 Ferrandis, “Rendición del Castillo de Chivert,” 29. Decree 25 of the Council of Vienne (1311-1312) describes what appears to be the *Hajj* thus: “ad locum insuper, ubi olim quidam sepultus exstitit Sarracenus, quem ut sanctum Sarraceni alii venerantur et colunt, magna Sarracenorum earundem partium et etiam aliarum confluit publice multitudo, ex quibus nostrae fidei non modicum detrahitur, et grave in cordibus fidelium scandalum generatur.” *Decrees of the Ecumenical Councils*, ed. Tanner, 1:380.

121 The profession of faith appears translated with slight variations as “Non est deus nisi Deus, Mahomad est nuncius Dei” in the works of Riccoldo da Montecroce and Petrus Paschasius, among other authors. Norman Daniel, *Islam and the West: The Making of an Image* (Oxford: Oneworld, 1993), 232-233.

Muslim oaths analyzed here and when it does, it is used indirectly as a modifier of *qibla*: “elquible mohamedie” in the *Llibre del Consolat de Mar* and “alquibla almohamadia” in Francesc Trilles de Sueca’s notarial protocol.¹²² Instead, the words that were added to the oaths tended to focus on aspects of Muslim practice such as the direction of prayer and its correct performance, and the fasting of Ramadan. Legal interest in the practices and customs of Muslims preceded the full-fledged operations of the tribunals of the Holy Office, which first prosecuted converts from Judaism in Aragon in the late fifteenth century.¹²³ Yet, elaboration of oaths and inquisition activity both point to an increasingly hostile attitude towards non-Christians first, and converts from Judaism and Islam later.¹²⁴

Why did Muslim oath formulas become more elaborate particularly in the Crown of Aragon?¹²⁵ One thing is certain: the pattern of elaboration did not result from the growing complexity of law and the tendency of legal texts to become more elaborate over time. Compared to Muslim oaths, Christian and Jewish oath formulas did not expand during this period. Christian oaths do not differ significantly during the High and Late Middle Ages: Christians typically swore by the cross and the Gospels and occasionally scribes noted that oath-taking involved touching the Gospels with the hands.¹²⁶ No new elements were introduced to the Christian oath formula in this period. Similarly, Jewish

122 On the medieval Christian belief that Muslims worshipped Muhammad instead of God, see Daniel, *Islam and the West*, 232-234; John V. Tolan, *Saracens: Islam in the Medieval European Imagination* (New York, NY: Columbia University Press, 2002), 105-169; David R. Blanks, “Western Views of Islam in the Premodern Period: A Brief History of Past Approaches,” in *Western Views of Islam in Medieval and Early Modern Europe*, ed. David R. Blanks and Michael Frassetto (New York, NY: St. Martin’s Press, 1999), 11-53.

123 The first case against Aragonese converts from Judaism dates from 19 February 1482 when Iaço Çunti and his wife, Cinsa Caçavi, were accused of apostasy after receiving baptism. Antonio Ubieto Arteta, “Procesos de la Inquisición de Aragón,” *Revista de Archivos, Bibliotecas y Museos* LXVII, no. 2 (1959): 552. On the institution of the Holy Office in the Crown of Aragon, see Henry Charles Lea, *A History of the Inquisition of Spain*, 4 vols. (New York, NY: Macmillan, 1906), 1:229-288.

124 Lea, *A History of the Inquisition of Spain*, 1:230.

125 Distrust between Christian judges and Muslim litigants may explain why Muslim oaths became more elaborate over time. The underlying assumption here would be that the more you swear by the dogmas of your faith, not one but a number of them, the less likely you are to lie under oath.

126 “testimonio jurado sobre la cruz et los santos evangelios de Dieu nuestro senior ante él puesto et con sus propiras [sic] manos tocados” (1307 case against a Muslim of Épila). Ledesma Rubio, *Vidas Mudéjares*, 23.

oath formulas did not vary noticeably over time. Therefore, the elaboration of Muslim oaths was not a byproduct of the growing complexity of law.

As new words began to appear in Muslim oaths, particularly in the kingdoms of Aragon and Valencia, one thing remained constant: they continued to be written in the Arabic language—albeit in Latin characters. For at least three centuries, lawmakers and scribes in Aragon and Valencia continued to reproduce Muslim oaths in Arabic, without attempting to substitute them for a Romance version, as it appeared in the Alfonsine legislation. Although force of habit and the ingrained conservativeness of law may account for this choice, it does not explain why these Arabic formulas were chosen in the first place. Language as a cultural marker is reflected in the Muslim oath contained in the 1407 *Llibre del Consolat de Mar*, discussed above. While the oath appears first in Arabic with Latin characters, a partial version follows in Catalan (Valencian): “*Huach hede / elquible / mohamedie*. Which means in Christian [language] (*crestianesch*). I swear by (*per*) this *qibla* of Muhammad that this which I say is true.” “*Crestianesch*” functions as a cultural marker, as it refers to a supposedly “Christian” language. The distinction here is clear between the language of Christians, Catalan (Valencian) in this case, and that of Muslims. The analysis of oath formulas suggests the recognition, on the part of Christian Aragonese and Valencian officials, of the Arabic language as a cultural (and juridically-valid) marker; as *the* language of their Muslim subjects.¹²⁷

Although relations between conquerors and conquered during this period became increasingly tense, it is anachronistic to project the more concentrated efforts of the fifteenth and sixteenth centuries to eradicate all vestiges of the Muslim identity back onto preceding centuries. As conquerors, the Christian authorities of the Crown of Aragon recognized and protected within the framework of Christian law the manner in which Muslims must swear. This acknowledgement entailed a pragmatic aspect, that is, Christian authorities gave consent to the Muslim oath because it was crucial for the smooth functioning of the legal system that (Muslim) litigants tell the truth in trial. On a religious level, legal texts fail to address how Christian authorities reacted to the fact that Muslim “infidels” swore by God, and God alone. The surrender treaty of Xivert illustrates that at least in this early case Christian authorities recognized that Muslims could not be compelled to swear by anything (*creaturam vel rem*) except by God omnipotent. However, in the process of expand-

127 Barceló has argued that the Arabic language was considered an official and public language in the kingdom of Valencia until the sixteenth century. Barceló, *Minorías islámicas*, 139.

ing Muslim oaths, Muslims increasingly swore by other aspects of their faith, such as the *qibla* and Ramadan.

The analysis of Muslim oaths complicates sweeping narratives of Muslim decline and persecution in Christian Iberia. The gradual encroachment of Christian officials in the legal affairs of Muslims weakened the position of Muslim jurists but did not mean that Islamic law ceased to be observed and practiced. Instead, it remained relevant to contemporary legal proceedings. In addition to preserving the Arabic oath formula, certain Christian authorities took it upon themselves to learn about Islamic law in order to preside over cases involving Muslims or to represent Muslim litigants. And although use of Arabic language and adherence to Islamic practices may have diminished over time, the oath formulas analyzed here suggest that Arabic continued to mediate the legal interaction between Christians and Muslims through oath-exchange and that Islamic ceremonies and traditions, as mentioned in the oaths, were still very much a part of the multicultural landscape of late medieval and early modern Iberia.

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