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Shared Social and Juridical Meanings as Observed in an Aleppo 'Marginal' Neighborhood

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Syria's main cities, beginning with Damascus and Aleppo, are padded with neighborhoods whose housing, design, and sewage facilities are the products of the residents themselves. Known in the common official dictum as "the zones of illicit habitat," such neighborhoods have been built from scratch by the inhabitants themselves, defying all kinds of rules and regulations imposed by state and municipal authorities.

This chapter focuses on one such 'illicit' neighborhood in Aleppo on three interrelated levels. First, it examines the norms of the habitat created by the inhabitants themselves, who have to take planning decisions not only with regard to their own homes, but also to public infrastructure and services, such as roads and pavements, water, electricity, telecommunication, and sewerage facilities. Second, it analyzes the contractual norms that lie behind the exchange and sale of properties. Since such neighborhoods fall outside state regulations, the users must create their own contractual norms to exchange property, in such a way that contracts can eventually become 'legal' once endorsed by state officials. Third, we examine the private and public norms that help construct the space for a 'society of individuals.' Taking into consideration Erving Goffman's motto that "the street is a society," we follow actors in their face-to-face situated encounters, paving the way for the dialogical structures that make the existence of a 'society' possible.¹

Normalizing the Illegal: the Unmitigated Disaster of Aleppo's Illicit Neighborhoods

Three interrelated levels of analysis come to mind when analyzing Aleppo's illicit neighborhoods, all of which center on the establishment of regulated norms and normative values.

The first set of norms is related to the habitat. Broadly speaking, what are commonly referred to in the official jargon as 'illicit' neighborhoods (or specific illegitimate informal zones within legitimate neighborhoods) are usually no more than informal trespassing zones, where actors have illegally built either on their own properties or on those of others. Let us assume for the sake of simplicity the existence of vacant plots of land at the city's outskirts, all located within the urban 'regulated planned area' under *al-mukhattat al-tanzimi* (master plan), which could be either private or public (state property). Before issuing any construction permits, the municipality should in principle first create a neighborhood plan, partition (*farz*) all plots in order to determine their boundaries vis-à-vis the public space (pavements, roads, schools, and parks), and determine infrastructural needs (water, electricity, and telecommunications). Construction permits are then issued either for residential buildings or commercial properties. Prior to receiving a permit, however, landowners should have their properties legalized at the municipality's cadastre, in order to receive the much needed *tabu akhdar* (lit. 'the green cadastral deed'; it was referred to in Ottoman times as *tapu*), the 'green form' officializing ownership.

The whole problem of the 'illicit zones' (*manatiq al-mukhalafat* and *al-sakan al-'ashwa'i*) is twofold. First, the areas did not receive any formal infrastructural plan from the municipality prior to construction, which pushed residents of other areas or from the countryside to improvise their own plans and go ahead with construction at their own risk. Second, ownership of individual plots of land has not, in most instances, been officialized either, nor have permits been issued prior to construction. Consequently, the trade in ownership tends to be custom-based, with all kinds of properties changing hands on the basis of trust and custom. That users invest so much in property and construction outside the bounds of legal norms is indeed staggering, but, as I point out below, this is the outcome of historical, political, and social shortcomings that have been accumulating since at least the mid-1970s. Third, the new residents would improvise their own plans, including decision-making regulating water pipes, sewerage, and electricity grids, as well as the installation of land lines (the broad availability of cell phones has eased such concerns). Finally, constructed properties,

whether residential or commercial, are ‘illegally’ exchanged, based on ‘legal norms’ sanctified by the users themselves.

‘Norms’ are thus constructed at three interrelated levels. First of all, users, once they seize a property, whether legally or illegally, have to plan their own homes, decide which materials to use, and even allocate portions of ‘their’ space for public use. Even though such matters do not represent any ‘collective’ action per se, and are the outcome of individual (if not poorly planned) actions, the outcome is ultimately one of collectively sanctioned normative values that regulate the habitat, while determining its contours in the absence of an officially sanctioned ‘legal’ framework.

Second, considering that the bulk of those properties have been ‘illegally’ owned and transmitted, the mode of illegal transmission itself becomes a ‘legalized’ norm of transmitting properties through the use of quasi-official or officially sanctioned documents and procedures. The present chapter is mostly concerned with elaborating this crucial issue.

Thirdly, we now approach the most fundamental aspect of the problem, that of the creation of social norms specific to illicit neighborhoods. Individuals and families from different backgrounds, ranging from nomadic tribes to rural peasant families from the nearby countryside and impoverished urban middle-class families who relocate to the outskirts, all come together in peripheral urban spaces, searching for labor and cheaper alternatives to inflated real-estate prices. That’s the most intriguing aspect of those neighborhoods, whether old or new, and certainly the most difficult to pin down for researchers: How can we, as researchers, document the formation of norms in private and public spaces? Since direct observation proves the most crucial element, what is the role of situated encounters in such an experience?

The Lingering Regional and Economic Imbalances in Syrian History

In 1949, six years after Syrian independence from French rule, Husni al-Za‘im, a Kurdish officer, led a coup d’état, ushering in a whole era of militarized politics for the country. Even though Za‘im’s rule lasted a mere six months, and was followed by a series of further coups leading up to 1953, the coming of the military to the Syrian political scene had not yet affected the *ancien régime* created under the auspices of the French mandate. In effect, from 1943 up to 1958, when Nasser became the president of the newly created United Arab Republic (U.A.R.), the system of elite and middle-class control of the country’s upper echelons that took shape in the

aftermath of the dismemberment of the Ottoman Empire, had been pretty much well preserved. Syria's 'first republic,' as it is often called, maintained the characteristics of the liberal spirit of the mandate, an ethos that even the military, once they had come to power, found hard to dislodge. In a strange way, the military even contributed to the further liberalization of a repressed Ottoman elite. Thus, Za'im, in spite of his short-lived rule, managed to promulgate the bulk of Syria's modern civil laws, beginning with the civil code and the penal code in 1949, while Adib Shishakli came up with the no-less-impressive code of personal status in 1953. The important point for our purposes here is that the advent of the military to politics neither dislodged traditional class equilibriums nor strained rural and urban relations, as the cities were able to absorb rural migrations without disrupting bourgeois middle-class life.

Such equilibriums would begin their *longue durée* disruptive cycles starting in 1958, when Syria entered into formal political union with Egypt to form what became known as the United Arab Republic. In effect, it was shortly after the brief military interlude of 1949–53 that the bourgeoisie, composed mostly of the old Ottoman notables class (under the aegis of president Shukri Quwwatli), lost its imagination and gave up on Syrian politics, giving full power to the corrupting influences of Nasser's bureaucratic regime.² In what would become Syria's 'second republic,' covering the period between 1958 and 1970, the coming of the Ba'ath to power in 1963 appears, in hindsight, to be the single event that capitalized on and benefited the most from the unfortunate Union. It was at this stage that the middle class felt deeply threatened. Not only had its financial institutions and manufacturing properties been for the most part nationalized, but gradually the bulk of its rural properties was lost to small- and medium-sized peasant families during the agrarian reforms of the 1960s. It was the change in the status of agrarian properties that would eventually trigger the decisive change in Syrian urban–rural relationships.

Even though 'building on the properties of others' (*al-bina' 'ala aradi al-ghayr*) was 'promoted' by peasants and small landowners, who received their fair share of property in the wake of agrarian reforms, migration toward urban areas had not yet affected the cities in the 1960s. In the three decades after the mandate, the standard of living was in step with inflation, providing enough opportunities for tenants and landowners alike. More importantly, breaking the law when building on the properties of others, or building on your own land without prior permit, were no easy matters. Cities grew out of an Ottoman tradition where the rule of law mattered to

the urban elites that kept it alive through the sharia court system. That same system was further liberalized throughout the mandate and gradually adapted to the needs of an ever-expanding professional middle class. It was then the early postcolonial military regimes that pushed further the liberalization of the law through the formalization of codes and procedures.

That was set to change dramatically in the 1970s. When Asad came to power in 1970, then confirmed in a national referendum in 1971, Syria already had a reputation for being politically unstable. Not only had it, like Egypt, suffered the massive defeat of the 1967 war,³ but, more importantly, the Ba‘th’s statist policies were a big disappointment for society at large. Thus, while for the well-rooted professional (and ‘secular’) middle classes such policies represented a reversal of the liberal trends that had been painstakingly acquired during the mandate, for the popular classes and rural populations, not to mention the ‘Alawis of the mountains, they were too little too late.

Asad’s genius consisted precisely in his ability to quickly seize on his predecessors’ shortcomings. Unsurprisingly, however, his method was not to eschew 1960s statist policies in favor of liberalization and the enhancement of the rule of law; rather, he opted for populist strategies that enhanced confessional and regional *‘asabiyyas* (‘group feeling’). It is indeed that kind of change, which occurred in the mid- to late-1970s, that is of interest to the subject here, namely that of understanding the unlimited expansion of illicit neighborhoods in the cities of Syria. Such an expansion was the outcome of three interrelated factors. First, the rapid growth of state apparatuses, whether in their civil branches (state bureaucracy, public education, and the Ba‘th Party, in addition to multiple ‘youth’ movements), or the military (the army and a mixture of privatized ‘presidential’ militias), not to mention a diversification of intelligence agencies (*amm al-dawla* [state security], and the various *mukhabarat* [intelligence] arms). Second, with that kind of numerical push for a combination of civil and military jobs, the number of state employees soared to over 50 percent of the total workforce (compared to just 20 percent in the 1950s). Therein lies the heart of the problem when it comes to the rapid urban growth and the popular neighborhoods that locked the outskirts of most Syrian cities: all kinds of individuals and families, hoping to benefit from the newly expanded statism, migrated to the cities, and with the galloping inflation, the loss in real wages, and the rise in real-estate prices, they had no other choice but to opt for the ever-expanding illicit neighborhoods. Finally, the state, rather than proceeding with well-thought-out urban plans, opted for all kinds of piecemeal (if not suspicious) policies,

laws, rules, and regulations that clogged the real-estate market, making it even more difficult to exchange property legally, not to mention introducing all kinds of impediments to the obtaining of legalized building permits. To summarize, the state's reaction to urban growth was slow and clumsy at best, and littered with a proliferation of ineffective laws and regulations whose only aim was to foster counterproductive relations with private property, thus benefiting speculators, bureaucrats, and party officials, while placing landowners at the mercy of municipal and local (regional) committees.

Before we move on to the normative rules that regulate the legalization of illegal properties, we need to expand a bit more on the three factors, outlined above, that eventually led to the massive urban crisis the Syrians are witnessing today.⁴

To begin with, the present urban crisis cannot be properly understood without coming to terms with a major truth, namely, that construction initiated by private individuals has become extremely costly, due to rigid zoning laws, the hassles (caused by bureaucratic slowness and corruption and high legitimate or illegitimate fees) that one would typically encounter when obtaining the appropriate construction permits, and inconsistent state laws and municipal regulations, mostly aimed at 'deregulating' private property. In short, not only is inflation rampant, and the basic building materials (manufactured mostly by the state) not always available, but, more importantly, real-estate transaction costs have grown considerably since the late 1970s, pushing users toward more affordable solutions, beginning with an outright aversion to construction permits.

Do-it-yourself Illicit Practices

The influx of migrants to the city suburbs, combined with high inflation, wage stagnation, inefficient bureaucratic norms, and rigid zoning plans, all contributed therefore to the situation of irreversible crisis that the Syrian cities find themselves in at present. But then it would be unwise not to underscore, albeit very briefly, the legal implications of it all. In effect, the urban and property laws, which for the most part were promulgated in the mid- and late-1970s, reinforced in a series of amendments in the 1980s or later, and which led to the present crisis, could be read as attempts to 'deregulate' private property, with a covert endeavor to weaken even further the propertied urban groups.⁵ Consider for instance Law No. 60 of 1979, whose purpose was initially to 'take care' of urban expansion, but which did just the reverse, allowing all kinds of municipal and regional councils to confiscate land at will in preparation for a five-year urban plan.

But even the amendment that came twenty-one years later (in the form of Law No. 26 of 2000), despite placing limits on abusive confiscation, did little to regulate that awkward phenomenon of abusive confiscation, as it is still perceived as a coerced 'selling' of the properties of the well-to-do at prices far below their market value. Added to this is the fact that in 1976 propertied groups were hit hard by Law No. 3 of the same year, which forbade the buying and selling of properties on an open competitive basis.

The users were therefore left with a do-it-all-yourself situation where they had to create their own 'laws' for 'seizing' properties, constructing neighborhoods, and exchanging properties and rents. We should pause for a moment to examine what 'legal' and 'illegal' really mean under such conditions. Or, rather, is 'legality' the main issue at stake here? In other words, should the bulk of properties in the 'anarchic' neighborhoods (*ash-wa'iyat*) be looked upon as 'illegal' or 'illicit'?

They certainly are from the viewpoint of the official authorities who describe such areas as 'zones of collective transgression' (*manatiq al-mukhbalafat al-jama'iyat*). Within that perspective, the 'illegality' of constructions in slum neighborhoods is the outcome of four interrelated transgressions: the absence of a construction permit; building on the properties of others (private or public, including *waqfs*; lack of an ownership contract ('the green form,' *tabu akhdar*); or the absence of a legal tenancy or sale contract.

It should be noted that usurpation and the violation of the rights of others do not have to go through all four levels. For instance, it is possible that an actor without a construction permit is nevertheless violating state and municipal laws on his/her own land: that is, the ownership is legal but not the construction project. In reality, it is quite common for users to decide to forgo the construction permit even though they already own the land. There are various reasons behind such illegitimate actions: (1) the area in question is not yet within 'the master plan' (*al-mukhattat al-tanzimi*),⁶ or else it is, but the neighborhood in question has yet to be partitioned (*farz*) and various spaces delimited (*tabdid*) for public use (pavements and roads, mosques, parks, schools, and hospitals); (2) the neighborhood has been partitioned, but receiving the appropriate building permits proves a hazardous task, due to high fees (which even if users could afford they nonetheless decide to override) and bureaucratic slowness and corruption; (3) it is much cheaper and affordable to bypass the law; (4) residents can come up with their own architectural designs and styles, often borrowed from the rural areas that they have moved from.

Legalizing 'Illegal' Ownership

When a private property is used for the sake of an 'illicit' construction, the property itself may either be owned by the person proceeding with the construction, or else it may belong to someone else. In the latter case, de facto settlements with the landowner can follow suit, either immediately (during the various construction stages) or much later (sometimes years later). It has been reported to me by some residents that it has become more and more difficult to build on 'the lands of others.' Apparently such violations were the rule back in the 1960s, when the phenomenon of 'illicit neighborhoods' had only just seen the light, and when much of the terrains outside Aleppo were owned by some of the 'big families' who had inherited their properties from Ottoman times. Those families, which for the most part lived either in the city's old neighborhoods or in modern homes outside the old city, kept farms (*mazari*) on lands acquired in Ottoman times. With the decline of the agricultural sector, the professionalization of the middle classes, inflation, and the decline in real wages, the value of land itself became much more lucrative than that of its agricultural produce. Naturally, farmers living in those areas or in the countryside were the prime purchasers. Soon, however, the original owners realized that those new owners were not only illegally constructing on the lands they had just purchased, but even expanding their constructions on lands they did not own. Today, however, unconstructed land outside the city's limits belongs mostly to peasant and nomadic families, tribal sheikhs, or the nouveaux riches, who have benefited since the 1970s from all kinds of lucrative deals. "It is very difficult to build on someone else's territory," said one of the residents of a slum neighborhood east of Aleppo, "as some of these properties belong to residents in the neighborhood, or to their relatives in villages further east, or to tribal sheikhs, or to people in the city. That's the big change from the 1960s when those lands were owned by a few families from the city, who had no contact at all with the aliens who grabbed their lands and violated their rights."

Given, then, that residents are building on their 'own' lands—or at least opting for de facto settlements—how do they manage their leases and property transfers? We enter here into lawless territory, where the inhabitants themselves create their own norms and laws. Not only do residents have to design their homes and manage enough space for pavements, roads, alleys, water pipes, sewage facilities, electricity, and telephone cables (and now fiber-optic equipment), but they must also make an assessment of the 'legality' or otherwise of the whole business of settling in such neighborhoods.

Because they have no access to legalized contracts, the residents create their own sets of legalized—albeit ‘illegal’—contracts. What this implies is that in spite of the grossly illegal nature of all transactions—lack of proper permits, planning, and contracts—life goes on as normal, and residents have to live by that reality. Considering that obtaining the green form is a near impossibility, residents have to opt for what comes closest to fully legalized ownership, namely, contractual settlements that grew in parallel to those imposed by the state. In themselves such contracts are neither legal nor illegal. At one level, they do what all contracts do: describe an exchange relationship between two or more parties. The problem here, however, is that the property that is the subject of exchange has not been legalized, and sometimes even the land upon which the building has been erected has an illegal status (for instance, because it is public property, or is a *waqf* territory, and hence belongs to the Ministry of Awqaf). A language therefore has to be devised to construct a terminology of exchange that would attempt to bypass the illegality of all transactions. If we see things ‘through the eyes of the state,’ the whole process looks like a complete aberration. But seen from the perspective of the actors themselves, the contractual settlements make sense. The process is simple enough for the layman to understand, and one should add that, *mutatis mutandis*, it is even simpler than state procedures. In effect, had the residents followed the normalized state procedures, not only would the costs (on their side) have been higher, but the bureaucratic procedures would have been more complex. From the example outlined below, it turns out that the residents, while working out sets of procedures parallel to the legitimate ones, use state institutions to endorse their own ‘illegitimate’ procedures. Yet, taken at face value, what the residents’ documents are claiming is authentic, in the sense that each document describes what was happening to the property: x purchased from y the following property, as described, for a specified sum; or x rented from y the following property, as described, for a specified monthly rent. But even though the information provided was (in most instances, we presume) ‘correct,’ it lacked ‘credibility’ because of the information it fails to spell out, namely, that the area on which the property stands has not been partitioned (*farz*) by the municipality, nor has the landowner sought a permit to proceed with the construction.

Suppose, as with our first case below, that the building was illegally erected back in 1990 without a prior construction permit on a property that belonged to the same person who had initiated the construction. The landlord then sold his property in 1991 through a ‘procedural fiction’ type

of contract where buyer and seller exchange (false) claims that the seller sold his property, received part of the payment, and then refused to deliver (more on such procedures below). The same property was subsequently transferred from one owner to the next through similar procedures. What is remarkable, then, is that residents would routinely use various state agencies—in particular the ‘settlement courts,’ *mahakim al-sulh*—to proceed with their transactions—even if each one of those contracts was rooted in an ‘illegal’ act. In effect, a settlement court would take over contracts while knowing beforehand that the entire property subject to the act of exchange (either sale or rent) was illegally constructed, without any prior permit, while possibly trespassing on someone else’s property. Most of those contracts are therefore attempting to legalize either a single or double violation, or in other words, each contract sits on a single or double violation.

Hasan ‘Abd is presently a state employee at the Ministry of Petroleum, having served in its Aleppo branch for close to a decade. His BA degree in social sciences from Aleppo University (which he received in 2005), and various salary increases since 2000, when Bashar al-Assad came to power, have boosted his salary to above SYP10,000 a month (\$200). A father of seven, he belongs to the Walda tribe, and more precisely to its al-Sa‘ab clan branch. He shuttles weekly between his native village east of Aleppo, where his parents and extended family still live, and his neighborhood of Karm al-Muyassar where he has been settled since the early 1990s with his cousin-wife and seven children.

The Karm al-Muyassar (‘Olive Yard of Muyassar’) originally belonged to notable families (*a‘yan*) who had inherited their properties in Ottoman times, and probably in this case dominated by the Muyassars themselves. Such families controlled the city’s suburbs through a system of farmed lands, which in some instances served as a buffer zone to the properties that they owned in remote villages. Only under the agrarian reforms, initiated by Nasser during the Union under the pretext of property distribution but with the real aim of building political support among the peasantry, and then by the Ba‘th protagonists in 1963–65, did land ownership begin to change hands. It does seem that it was the shifting of ownership of some of the lands in Aleppo’s suburbs from the big families to small and medium farmers which had initially prompted the illegal movement of construction within agricultural zones. Thus, small to medium farmers, who all of a sudden became owners thanks to the agrarian reforms, preferred to build on rather than farm the newly acquired plots



Fig. 7.1: View of Karm al-Muyassar in July 2007. Floors are added to the original infrastructure as needed, without official authorization. Photograph by Zouhair Ghazzal.

of land: apparently these were too small and too fragmented to be worth the effort of farming. The movement accelerated in the 1970s with the state recalcitrantly playing the role of the nation's largest employer.

"When I used to come to Karm al-Muyassar as a teenager back in the 1980s," says Hasan, "it was to play football. Most of the terrains were olive yards, and there was very little construction around. I never would have dreamed that I'd become an owner in that same area fifteen years later." How do you become an 'owner' in an area like that?

The process of ownership involves a two-step procedure, which, predictably, is much simpler than what state bureaucracies would have required. The first step involves a 'procedural fiction,' where buyer and seller claim that the property has been purchased but that the seller refused to deliver. Procedural fictions have been common since at least Ottoman times (for further elaboration on this subject, see chapter 2 in Ghazzal 2007), and they mainly serve to confirm and establish the validity of acts of sale or rent which under normal circumstances would be hard to acknowledge. In our case here, the construction was probably completed in 1989–90, on land that seems to have been owned by the same person; hence there was no trespassing involved. Having, however, constructed in an area that had no partition plan (*ghayr mufraz*), and with no construction permit in



Fig. 7.2: Water meters are designed by the inhabitants themselves and are in public view. Photograph by Zouhair Ghazzal.

hand, the original owner, whenever he wanted to rent or sell his property, had to opt for a contractual settlement through a procedural fiction.

Today the areas of Karm al-Muyassar that had been initially partitioned (*mufraz*) by the municipality, and those that still are not (*ghayr mufraz*), are separated by a wide boulevard, which at night shines with yellowish fluorescent bulbs. Hasan's home is located only a few blocks east of the demarcation zone. What distinguishes the two zones—the legal from the illegal—is the quality of construction, rather than the standard of living. While the partitioned areas are ripe with five- to six-floor high-rises, shops, boutiques, and small manufactures, illegal areas have mainly one- to two-level constructions, euphemistically referred to as 'Arab homes' (*bosh 'arabi*), for the simple reason that their epicenter consists of an inner 'courtyard,' which these days is more of a covered staircase than an inner yard per se. What is characteristic of these 'Arab homes' is their insistence on regarding the inner space of the home as something totally 'private,' where no eye could peek through its outside walls and windows. Even Hasan's terrace on the top floor, which he added to the lower two floors only recently, after ten years of hard work and a couple of loans from state agencies, is completely walled to the exterior, blocking the panoramic view of the neighborhood and the city's endless eastern expansion. "I really

need my privacy. When I sit with my wife and kids on our terrace in the summer nights, we need to breathe some air, and we don't want anyone prying at us." This desire for 'privacy'—or rather the fear of intrusion—explains the unusual absence of pavements: instead, the main doors are protected by means of an angular stoned wall which acts like a massive curtain that blocks any inside view.

But the big difference between the two areas lies in ownership titles. Thus, while the partitioned western areas of the Karm have all been planned by the municipality prior to construction, and hence each property (home, shop, or manufacture) can—at least in principle—be identified using its green form, the eastern part of the neighborhood lacks such luxuries. If your property is legal—meaning both land and construction have received the green form—then you transfer it through a regular sale contract, and the new owner receives his or her green form, in turn. The residents located in the eastern zones of the Karm have to operate differently. The first step would have to be a procedural fiction where buyer and seller exchange claims, and where a judge rules in favor of the buyer, followed, much later, and only if necessary, by a quasi-regular sale contract. But even if the two steps are successfully completed in a court of law, with a judge's full endorsement, the lucky owners still do not receive the illustrious green form.

Let us first look closely at the procedural fiction. The one-page handwritten document was signed by a *qadi sulh* ('peace judge') in Aleppo's seventh civil court on 2 May 1994, when Hasan decided to 'own' the property and transfer it to himself. Knowing that this was one of those homes 'illegally' completed around 1989–90 (even though the original terrain *may* have been legally transferred through a green form, but that remains uncertain), he knew beforehand that the property, which was transferred to several successive owners between 1990 and 1994, could be 'legally' owned under his own name only through a procedural fiction.

The main purpose of a procedural fiction is to facilitate a process that cannot be dealt with through regular channels. In the particular case here, Hasan knew that the entire neighborhood, having received no partition plans, was 'illegal,' and that his own property, having not been originally granted a construction permit, is also 'illegal.' In a civil court in Aleppo he poses as a plaintiff in a lawsuit against the then 'owner.'

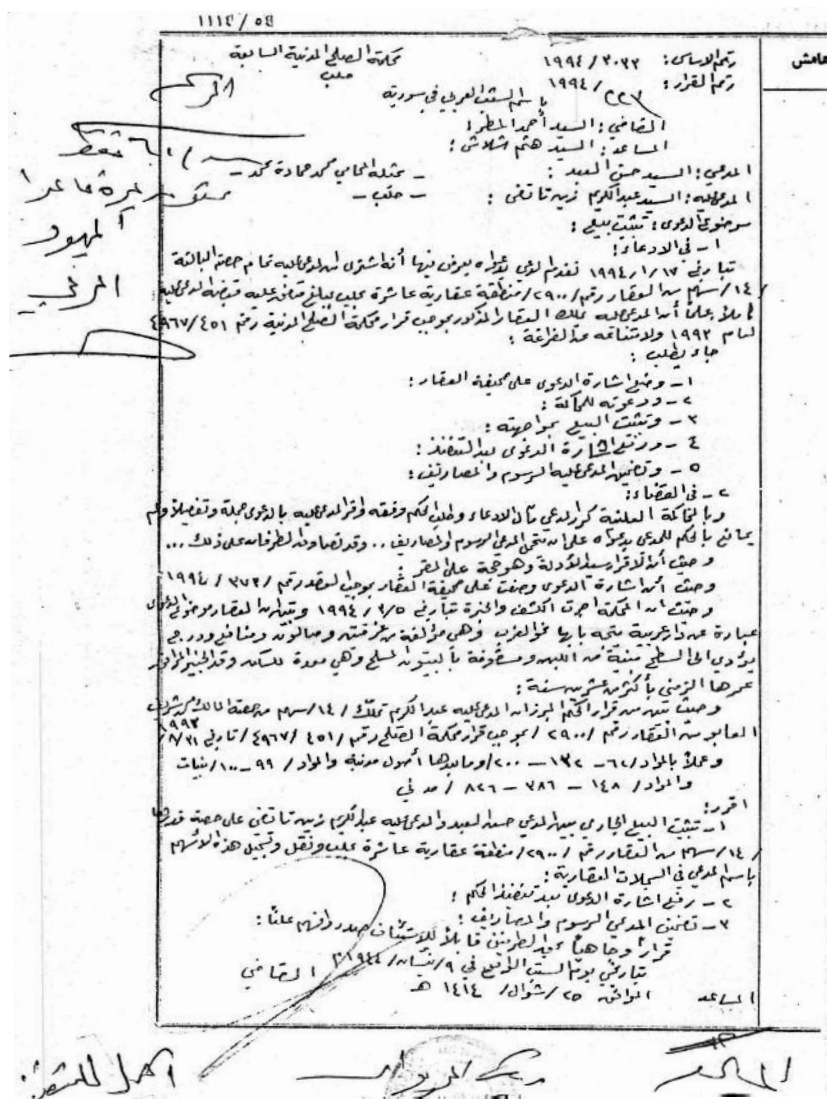


Fig. 7.3: A typical fictitious contract of sale whereby the sale is posed as a fictitious litigation between a seller who failed to deliver and a buyer who is claiming his property, which is ratified in an official Aleppo civil court in the Palace of Justice. For a complete translation, see Appendix on page 199. Photograph by Zouhair Ghazzal.

Section one of the lawsuit reads as follows:

In the lawsuit dated 17 January 1994 the plaintiff claimed that he purchased from the defendant the totality of 14 shares [*ashum*]⁷ from property number 2900, in Aleppo's tenth residential district, for a sum that the two parties had agreed upon, and which the defendant had received in total. The defendant owns the aforementioned property thanks to a court's ruling number 451/4967 in 1993, but still has not transferred [*faragh*] the property to the plaintiff.

We therefore request that:

- a notice [*ishara*] be inscribed on the property's form [*sabifat al-'aqar*];
- to notify the defendant of the litigation;
- to confirm the sale in his presence;
- to remove the litigation's notice once the property has been transferred;
- to have all fees and expenses paid by the defendant.

The first thing to note is that the plaintiff and defendant were situated within a 'friendly' litigation that they had *both* initiated, even though the court's ruling does not state that fact overtly. Herein lies the essence of procedural fictions: the litigation is not to be taken as 'real,' but only as a procedure to confirm a transaction, which in this case is an act of sale. Why not then go directly for an act of sale? Precisely because the property in question is illegitimate, so a direct act of sale would not work. Since the property has neither a partition number nor the requisite green form, it would not be eligible for sale through a regular sale contract. The procedural fiction, which in this case transforms the handicap into a litigation between plaintiff and defendant, totally bypasses the 'legal' issue of the property's ownership.

Second, the judge's ruling notes that the defendant had owned the property since 1993, and we should add that the ownership was also an outcome of a fictitious litigation from a previous 'owner.' Which means that between 1990 and 1994 the property went through at least two acts of sale, both as fictitious litigations conducted in a court of law. Obviously, judges *know* very well what is behind such contracts, and that users seek the litigation (*khusuma*) form precisely because they have to appear in front of a judge in a civil court. In effect, centring around the notion of 'litigation,' procedural fictions (often referred to as *hiyal* in the old Hanafi manuals) are common since Ottoman times (if not before) for the precise reason that their formula entitled the litigants to receive a ruling in the presence

of a judge. Since a judge's ruling would in most instances be irrevocable, an act of sale through a fictitious litigation would carry more weight than a regular act of sale.

The second part of the lawsuit reads as follows:

In the open court hearings, the plaintiff reiterated his claims and, accordingly, requested a hearing in his favor. The defendant also acknowledged his opponent's rights in their totality, and had no objection to a ruling in favor of the plaintiff on the basis that the latter would assume all fees and expenses. The two parties agreed on that. Considering that acknowledgment [*iqrar*] is at the root of evidence [*sayyid al-adilla*], and it has the status of contract for the acknowledged [*buwa bujja 'ala al-muqirr*];

Considering that the notice of the litigation [*isharat al-da'wa*] has been inscribed on the property's form based on contract number 373/1994;

Considering that the court has sought the opinion of professional expertise, a visit to the place has revealed that it is composed of an Arab home [*dar 'arabiya*] whose main door is oriented toward the west, with two rooms, a living room, a staircase that leads to the top floor. The house, constructed in concrete, is made for residential living, and the expert estimated that it was twenty years old;

Considering that from the ruling that the defendant 'Abdul-Karim has brought with him to court, he owns 14 shares of property number 2900, based on a previous civil court ruling number 451/4967, issued on 31 August 1993;

And based on articles 62, 132, 200, and follow up articles 99–100, and articles 148, 386, and 826 of the civil code;

It was decided:

Confirm the present act of sale between the plaintiff Hasan 'Abd and the defendant 'Abdul-Karim Zayn on the fourteen shares of property number 2900 in Aleppo's tenth residential district, and the transfer and registration of the shares in the plaintiff's name in the city's cadastral registers.

Retract the lawsuit's notice as soon as the ruling takes place.

Payments of fees and expenses are on the defendant.

Signed on Saturday 9 April 1994 by the judge and his assistant.

What is remarkable in this document, which issued from a civil court, is that it totally avoids the ‘illegitimate’ (*mukhalif*) nature of the building in question. Moreover, it gives the wrong impression that the construction is perfectly legal, has a specific number allocated to it in the city’s cadastral records, and that it has been standing as it is now for at least twenty years. Of course, none of that is true. To begin with, we know for certain that the fourteen shares (of a total of twenty-four) allocated to the building are neither officially recorded in the city’s cadastral records nor carry the celebrated ‘green form’ for that matter. Furthermore, since the entire area has not even been partitioned (*lam tufraz*) by the municipality, the latter cannot provide maps that would delimit each property with the number allocated to it. In effect, and based on my informers’ knowledge of the area, I was told that until 2007 the municipality had yet to prepare topographic layouts for the area at large. In other words, the municipality is left with the only choice of acknowledging such a slum neighborhood as a *fait accompli*. The other possibility is a partial or complete reconstruction through a mixture of state, private, and foreign investment funds (more on that later). For the moment, however, the neighborhood lacks adequate maps, sewage facilities, water, electricity, and telecommunication infrastructures.

So the number 2900, which the suit claims was assigned to the property, is therefore totally bogus. The property’s current owner, Hasan ‘Abd (the plaintiff), told me when I visited him in July 2007, that the number 2900 must refer to the “entire area”—and even that was open to speculation (which area? which boundaries?)—and not to his “own” property. Moreover, and contrary to the court expert’s claim that the property must have been at least twenty years old, Hasan told me that he is almost certain that the foundations and first floor could not have been completed prior to 1989–90. In short, and at the margin of the fictitious litigation itself, lie several other ‘fictions,’ beginning with the property’s alleged number and its age. Finally, and this is in itself a remarkable omission, considering how important it is, we never know from the document what the *value* of the property is. Such ‘omissions’ are characteristic of procedural fictions in general. Had the plaintiff specified a *specific* sum for the transaction, the judge would have summoned him to furnish evidence: for instance, the value of the transaction and methods of payment. But that is not the purpose of a fictitious civil lawsuit: the aim here is *solely to confirm the act of sale*, not the value of the property and the methods of payment. It is therefore common in fictitious litigations that either no sale price is mentioned, or

at best the sale price is so minimal—or ‘symbolic’—that the judge would not even bother with evidence. As we will see in a moment, the sale price becomes important only once the contract of sale is formalized.

Overall, then, the civil courts tend to be quite soft with their ‘illegal’ owners (or tenants). Not only the formal ‘illegal’ status of the property is never mentioned, but the judge seems to be playing the “shared meanings” of his actors (Žižek 2006, 51–52). To be more precise, the language strategies displayed by the actors (judge, plaintiff, and defendant) are a combination of formalized procedures that borrow from so many sources that they look like a bricolage puzzle. Thus, elements of the civil code are there for sure (quoted in terms of their specific codes), and also the formal routine of a litigation (the plaintiff–defendant duo), in addition to the judge’s ruling. An essential element of the language game is what the formalized litigation ‘hides’: mainly, the original ‘illegal’ status of the property, and the fact that this court of law is *legalizing a transaction on an illegal property*. The court also makes the bogus claim that the property was assigned a specific number, giving the false impression that the area and street in question, which include the litigious property, have been partitioned (*mufranz*) and the properties have received their green forms. Moreover, the court, through its expert, claimed that the property must have been at least twenty years old, which I was assured by the owner himself, is not the case. Needless to say, the court plays in favor of its disputants, accepting their language games at face value, while leaving behind the ‘genuine’ status of the property.

We are therefore in an unusual situation, characteristic of such illicit neighborhoods, where several state agencies are working independently of one another. On the one hand, there are institutions such as the city’s council and municipality, which are always ‘late’ and cannot keep up their services with the high level of demand. Planning lags behind, the fees are high, and the bureaucratic routine is merciless. On the other hand, even though users violate every law on the ground, they nevertheless come to courts that are user-friendly in order to process their litigations. These courts provide them with a substitute for the green form.

Rethinking Context

In order to understand what at first glance appear to be bipolar contradictions—the legal and the illegal, the legitimate and illegitimate, and the legalization of the illegal in civil courts—we have to contemplate *how actors work their language games within specific contexts* (or “frames,” as Erving

Goffman would call them) (Joseph 1998). Within each situated encounter, actors enter into active procedures that help them define the situation at hand. Thus, for every situated encounter, actors would contextualize their actions by indexing them in relation to a shared meaning that is taken for granted. What therefore appear at face value to be irrational bureaucratic procedures—for instance, a civil court ratifies a sale contract that lacks the proper ‘legal’ endorsements when it comes to property rights (the green form)—could be sociologically looked upon as *contextual rites of passage*. The social actors are constantly moving from one context to another, and for each context active procedures are deployed to define the situation at hand. When, for instance, buyer and seller are on their own, the ‘illegality’ of their situation can be overtly stated without the need for euphemisms: they both know beforehand that the property lacks the proper green form, and that it does not have a registration number with the city’s municipality. When they are both in court, as plaintiff and defendant, for the purpose of ratifying their sale contract, the judge knows beforehand of the property’s ‘illegal’ status, and that such properties can be ‘legalized,’ without benefit of the proper green form, through procedural fictions. Had the property been legal in the first place, the two parties would have directly opted for a regular sale contract (see below), and then the buyer would have received a green form from the municipality’s cadastral offices in his own name. The irony here is that a regular legal sale contract could take as much as a year to be completed (until the reception of the green form by the buyer), or even more, particularly if the property has a sign (*ishara*) attached to it from a previous lawsuit, while an illegal contract can be settled in a civil court in two weeks.

For our purposes we will distinguish here between two operative levels of contextualization.

The ethnographic context consists in this case of the *legal* expertise, which consists of the expertise of the civil courts, and that of the actors outside the system, such as buyer and seller, who in court assumes the role of plaintiff (buyer) and defendant (seller). Actors mobilize their communicative resources in respect to a specifically situated context, and they *account* for their actions in respect to that same context.

The conversational context and its negotiated order. We have dealt above with a typical contractual settlement where buyer and seller negotiate with a civil judge over the possibility of a litigation-cum-contract where the ‘illegal’ status of the property is precisely resolved by *not* evoking it. Granted that the judge had gone through the same kind of settlement

many times before, and that he was, on that occasion, only applying a ‘formula’ that would legalize the selling of an illegal property, he nevertheless had to deploy his ‘contractual competence’ for the task at hand.

Courts therefore do not simply come up with rules, regulations, and norms ready to be applied. Had courts proceeded that way the illicit neighborhoods and their contractual settlements would have been left entirely out of their adjudicative system—at least until new legislation could come to their rescue.

Another Sale Contract

With his 1994 contractual settlement Hasan ‘Abd had secured the ownership of his new home. But he was still without the regular water, electricity, and telecommunications facilities provided by the state, and, needless to say, the entire area lacked sewage utilities. It is indeed common for illicit neighborhoods to remain without state-run utilities for several years, or for over a decade. Residents typically proceed with illicit utility connections from neighbors ‘on the other side,’ that is, with those areas that are profiting from the state’s benevolence. As hacked electricity and phone cables are visible all over such areas, the thin metallic water pipes are for their part barely noticeable. Residents learn how to ‘share’ electricity and phone lines with the more fortunate residents of neighboring areas. Then, once the illicit area has fully ‘matured’—which, in most instances, implies that the vacant areas have shrunk considerably, and the density of the population is comparable to other crowded areas—the utilities companies step in and install their services. In other words, planning is always piecemeal and the outcome of circumstances on the ground, rather than the product of conscious urban planning.

But to receive the services of the electricity company, which residents look upon as a top priority, a contract of sale is needed. The document that we discussed above was more of a contractual settlement that confirmed the buyer’s ownership through a fictitious litigation than a regular sale contract. It is therefore not the kind of ownership contract that the electricity company would accept for the purposes of consigning a meter specifically to the house. Under normal circumstances, the green form would have served nicely for that purpose. When the form is not there the alternative is a less glorious form of ownership: a regular contract of sale.

Hasan ‘Abd concluded a formal contract of sale only in 2002. Even though the earlier 1994 sale confirmation through a fictitious litigation was

enough for all intents and purposes, by 2002 regular state electricity had become available, and a formal sale contract was needed in lieu of the green form, which was unobtainable, for an electricity meter to be installed.

The 2002 contract is much simpler than the one concluded in 1994. To begin with, it is printed on a form to be filled in by the two parties. Only two witnesses sign the contract, side-by-side with the buyer and seller. The form itself is printed at a regular commercial press, and is not an official state document, even though it does for practical purposes serve as one.

Article 1 of the sale contract specifies the names of the buyer and seller, the location of the property and its number, and a brief description of the construction. Article 2 specifies that the sale value was SYP350,000 (\$7,000). Article 3 notes that the buyer paid the seller SYP50,000 (\$1,000) as an ‘advance payment’ or deposit (*ra’bun*), which would serve as a damage compensation in case the buyer defaults. Article 4 states that the seller has promised to pay all taxes and fees attached to the property and complete all the necessary repairs by September 2002. Article 5 states that the buyer has made up his mind after carefully examining the property and all its annexes. Article 6 states that the seller has agreed to transfer (*faragh*) the property to the buyer within a two-month period, and in case the seller has failed to deliver, his failure would be looked upon as a deliberate decision not to sell, and he would pay the buyer the sum of SYP50,000 (\$1,000) as damages, without the need for any warning or prior request. The buyer would then have the right to receive back his ‘advance payment’ and put an end to the contract. My understanding of the text is that in case the seller defaults, the buyer would receive back in addition to his ‘advance payment,’ an amount equal to the original, or a total of SYP100,000 (\$2,000).

Article 7 states that if the buyer defaults, in addition to losing his deposit, he would pay the seller damages equal to SYP50,000 (\$1,000). The seller would be given the option to annul the contract, or to confirm it, or to pursue the buyer in court. The final articles, 8 to 11, are concerned with fees and expenses.

The 1994 and 2002 contracts obviously represent different language games. The two had to be devised either separately or in combination in lieu of the green form, which was impossible to obtain. Thus, while the 1994 contractual settlement was explicitly devised—in the form of a fictitious litigation—to confirm the act of sale, the 2002 contract was more straightforward, and its sole purpose was to make the owner eligible for basic state utilities (electricity, water, and phone services). The fictitious litigation in the 1994 contract prompted a court hearing and a judge’s ruling—hence its

importance—while the regular 2002 sale contract did not—hence its value is more formal. Indeed, as the judge’s ruling carries the mark of authority and is hard to revoke, users opt for such a prestigious and more reliable cachet over a regular sale contract.

A Grammar for a Microsociology of Neighborhoods

We have now reached the most emblematic level—that of understanding the norms that guide social relations in such neighborhoods. When asked about what guides them in their daily lives, residents would place the ‘tribal factor’ (*al-‘amil al-‘asha’iri*) at the top of their list. But what exactly are tribal norms or values, and how do they affect such an urban environment? The well-established residents of Aleppo’s old, middle-class neighborhoods typically deride claims that popular neighborhoods have anything ‘urban’ about them, as it is commonly assumed that their new residents bring with them ‘tribal values’ from their villages and previous, nomadic lifestyles.

The so-called tribal factor ought to be taken seriously by researchers for a variety of reasons. To begin with, the residents of the peripheral popular neighborhoods maintain strong ties with their villages and tribes, as a nexus of economic relations grows between city, periphery, and neighboring villages. As visits to the village tend to be frequent, their significance is more than economic, since it fosters the traditional values associated with the countryside and the nomadic life.

Second, as family relations are taken seriously, marriages tend to mimic kinship relations within the family or tribe, which accords predominance to the paternal cousin’s marriage, to the *mahr* (as a way to discourage multiple marriages), which could be worth the price of an apartment and is based on the value of gold vis-à-vis the Syrian Pound, and finally, to ‘customary marriage contracts,’ which are officially obtained only once couples need them (to allow their children to be admitted into public schools, for example). Moreover, when migrating to the city, the tendency is to choose a neighborhood where some of “our kin are already there.” However, even though some of those neighborhoods are dominated by specific tribal affiliations, urban settings are too complicated and economically non-compliant to allow for a continuous juxtaposition of tribal affiliations, in reality scattering kin members all around the urban peripheries. Residents tend to map the territory in terms of their various kin affiliations.

Third, kinship relations can be strong enough to regulate public behavior. During my last visit to Hasan’s neighborhood in July 2007, a young

man had been stabbed to death a couple of nights before following a fight with a small youth gang in the same neighborhood. Apparently, the elders from each clan took rapid control of the situation, and within twenty-four hours handed in the culprit to the police; the latter were informed of the killing only *after* all inter-clan disputes had been settled. Hasan transformed this event into an anecdote, as evidence of the strength of conventional clan ties over state institutions, beginning with the police. It would be fair to say that in some instances clan ties take over or replace the tasks of state institutions: in this particular example, the police were only involved after the alleged culprit had been identified and the decision had been taken to turn him over to the police. Sometimes a minor is delivered as the 'culprit,' on the assumption that penal laws will try him under mitigating circumstances. At every level, therefore, there exists a flimsy tension between weak pre-existing state infrastructures, ever prepared to expand further into the lives of individuals, and the local practices of neighborhoods.

Fourth, clan relations can be useful in the job market. Residents have either to find jobs in the neighborhood itself or in neighborhoods close by, or else in the city at large. Many of the new peripheral neighborhoods, such as Karm al-Muyassar, unlike the northern Kurdish neighborhoods with their small to medium-sized textile and shoe export-oriented manufacturing facilities,⁸ generally lack decent manufacturing hubs. Instead, available jobs tend to be oriented toward the immediate neighborhood's needs (construction, carpeting, carpentering, and car repairs and maintenance), a high percentage of which are occupied by male teenagers. As clan relations tend to make a difference in the hunt for local neighborhood jobs, or even for the other close neighborhoods where the clan has some presence, so they are generally irrelevant to the city at large, particularly when it comes to state employment, or employment in the manufacturing zones (Kallaseh, 'Arqub, 'Ayn al-Tall, Shaykh Khudr, Hulluk, Bustan al-Basha, and the industrial zone). Some small to medium manufactures, located in the northwest of Aleppo, have larger proportions of Kurds than average, due mostly to their proximity to Kurdish neighborhoods, and because of the superior skills of Kurdish young men and women. Kurdish women, due to weaker religious and clan pressures, enjoy higher employment rates.

Fifth, clan relations have some influence on the routines of daily life. That is the most difficult level to pin down and understand. I would like to propose a preliminary set of sociological categories, situated within the

sociology of action that would eventually serve for more thorough research in this area.

Frame. Harold Garfinkel (2005, 106) quirkily stated in his early work (which was only published in 2005) that an actor acts based on a “cognitive style” that allows him or her to assess, understand, and react to a specific situated encounter (see also Goffman 1986). By assigning the “actor” (or “member”) to a specific situation, Garfinkel attempts to delineate the “actor” from the (philosophical) “person” or “individual,” while showing that the actor’s cognitive framework is only geared toward *that* situation. The notion of “frame,” which was introduced by Erving Goffman in one of his latest and most compelling works, *Frame Analysis* (1986), assumes a “cognitive style” through which actors would practically understand and organize their social experiences. A frame thus helps actors to orient themselves while interpreting and evaluating a specific situation.

The notion of the frame could be crucial to a multilayered understanding of illicit neighborhoods. We have already noted the importance of what actors describe as the ‘clan factor.’ Because it is ‘all over,’ the tendency among researchers would be to develop a general regulating matrix where the ‘clan factor’ would be everywhere: from marriage, the habitat, neighborhood life, and recreation, to securing a job in the labor market. The notion of frame, by contrast, avoids reducing actions to a general regulating matrix of sorts, be it the clan or the economy, as it situates the cognitive capacities of actors within situated encounters. We have seen, for instance, how, in the absence of state regulation (due to the ‘illegitimate’ labeling that has fallen on such neighborhoods), residents have to ‘legalize’ their ‘ownerships’ (or tenancy rights) through a number of contractual settlements that require actors to interpret the situation at hand. Thus, in the absence of a green form, users could opt for a ‘regular’ ‘illegitimate’ contract (the second type of contract analyzed above) that would work perfectly well under some circumstances (for example, to receive basic state utilities, if available), but would be looked upon as a ‘weak’ ‘proof of ownership’—hence the usefulness of a fictitious litigation (the first type of contract analyzed above). Actors therefore learn which type of contract to use, based on the frame that would determine which contract would be relevant at a particular juncture.

Context. A specific context is determined by the available resources within a frame, which users assess based on the indices of the situation. When users come, for example, to a civil court to ratify a contract of sale (the first type of contract), they know beforehand that their home is situated in an ‘illegal’

zone, and that the building itself is therefore ‘illegal.’ They nevertheless do come to a court of law, knowing that the act of sale would be legalized through a fictitious litigation. Thus when the user poses as a ‘plaintiff’ he knows that he is not one per se, but he indexes his action within the frame of the ‘legal context’ of the civil court. ‘Legalizing the illegal’ therefore achieves a more meaningful strategy once understood within the notions of frame and context: the users are simply ‘legalizing’ an action that transfers the property from seller to buyer, while avoiding, however, any mention of the non-availability of a green form for the property that has just been transferred.

Involvement, commitment. Actors become involved and committed once they assume a ‘role’ within their ‘communities.’ The degree of intensity of involvement and its significance will vary considerably from one framed context to another. Let us assume, for instance, that some individuals, whether young or old, assume the dubious role of ‘clan coordinators’ in their own neighborhoods. They could thus intervene and offer their services for things as diverse as a contractual settlement, a sewage problem, or a fight that has erupted among a group of teenagers. As those are different situations, which would obviously need the mobilization of different resources, the same actor would not participate with the same kind of involvement and commitment, even if the ‘clan context’ is present in each of these situations. Moreover, the ‘clan context’ would in all likelihood have little significance, if at all, once the actor moves outside the neighborhood, say, for his daily job in the state bureaucracy: his involvement there would be limited to the bureaucratic context, which generally assumes different resources than that of neighborhood interactions.

Face. This is the social value that a person claims through the line of action that he adopted during a situated encounter. To stick to our example above, when a neighborhood resident adopts the role of ‘clan coordinator,’ it is not enough for him, in the context of a situated encounter, to simply claim that he ‘belongs to clan X, and is only acting as coordinator for the benefit of the community.’ Such a claim would constitute the ‘social value’ at work in an encounter, but since the ‘face’ is located neither inside nor outside an individual, nor in what actors overtly state or claim, but in the flux of events within a specifically framed context, which determine the ‘value’ at stake, the social value (face) is never stated once and for all, but is always in a state of flux. In other words, there is neither an identity nor a norm to which actors can simply abide. The shared meaning emerges once actors cut through the impasse of endless probing by simply taking for

granted what they ‘mean’ to be doing in a particular situated encounter. That is to say, there is a ‘leap of faith’ that is profoundly anti-normative, in that it cannot be ascribed in language once and for all, since it precisely attempts to bypass the deadlocks of accepted norms by enabling a form of fictional communication whereby ‘we accept what we are doing simply because we mean the same thing.’

Face-work. The common expression “to save one’s face” implies that, during a situated encounter, one has to adopt a certain posture, as a protective gesture, and to come to terms with possible dangers in a particular situation. The ‘clan coordinator’ can adopt tough or soft stances, and his posture must find the right equilibrium based on the situation in which he finds himself. Again, and in relation to traditional kinship sociology, microsociology does not operate within a broad notion of kinship that would absorb all the daily strategies of day to day life. It instead follows actors in their situated encounters, pointing to the postures that they adopt and the maneuvers that ensue.

Interaction. The reciprocated actions that the protagonists exchange as individuals, teams, or as groups, and which can be located in public (the street) or in private (at home), are in themselves either focalized interactions—involving direct conversations and face-to-face work—or non-focalized, for instance, street interactions. The latter are particularly common in poorer neighborhoods, as streets and empty lots (parks and public recreational spaces tend to be absent) are filled with youth ‘buddy teams’ (even though age is not necessarily the determining factor). But while male teams can be present at every street corner, pavement, or empty lot, complete with mats, chairs, narghiles, *tawla* sets (Tictracs) and food and drinks, women are more private and tend to sit together in public only at the main entrances to their homes. Children, who are everywhere, play the go-between between different age groups, men and women, homes and families, and neighborhood zones and their clan divisions. Children pose easily for photographs; they even pursue the photographer until their photograph is taken—and with digital cameras, they insist on seeing the snapshot at once. Men consider that posing in public in front of a camera is something that only they can do and is therefore a provocation that women cannot afford. Indeed, men often challenge the photographer with ‘provocative’ poses and by calling them directly: it is the *anonymity of the encounter* that is at stake here, the kind of anonymity that a woman cannot afford—not even with a female photographer. In contrast, girls of up to a certain age, when they still don’t wear scarves or veils, behave like boys and

men. By the time they reach the ages of twelve to fourteen, however, the culture of shame steps in, confining them to their households. Bedouin women usually do not veil themselves—only urban women do—and their attire tends to be more vibrantly colorful.

A ‘foreigner’—or someone *perceived* as such due to body language and attire—is like an ‘intruder,’ who is shamelessly looked at by everyone in the street: men, women, and children. As that whimsical feeling of ‘foreignness’ is instantaneously bestowed on the bearer, he or she could be openly asked questions about their origins (*nasab* or *nisha*), nationality (if suspected to be non-Syrian or non-Arab), whereabouts, current residency, profession, and the reasons for being in a shanty neighborhood “like this one.” Such an overt *openness* is indeed characteristic of such neighborhoods, as ‘privacy’ refers more to ‘the inner space of the home,’ than that of a private (bourgeois) individual with rights and duties toward himself and others. In other words, the notion of a *public privacy* is here practically nonexistent. As a decent percentage of the men has worked in Lebanon, either as laborers or in the military (or both), in the last thirty years, the *anonymous individualism* of the people in the street is what strikes them the most over there: “that you walk around, and no one—no one—looks at you, is what’s most amazing in Beirut,” said a young man, while comparing the attitude of people in his own Aleppo neighborhood. However, gazing at a woman from the neighborhood is inappropriate, as it can even be looked upon as a deliberate act of provocation. But a woman ‘from the outside’ is another story, in particular if the ‘outside’ is further from home. In a similar vein, looking at your neighbor’s home from the inner privacy of your own home—or worse, from your veranda—is more than inappropriate. Indeed, there is a parallel between the sacredness of woman-as-*birma*,⁹ and that of the inner space of the home: as the latter is perceived as feminine, it is de facto the space of honor, and if trespassed, then that ‘honor must be washed’ (*ghasl al-‘ar*), for instance, through an honor crime, which in Syria is acknowledged by the courts as such. ‘Private,’ if it means anything, is therefore that of the ‘interior’ feminine space of the home, and is certainly not associated with an abstract right of individual privacy.¹⁰

Public order: This is an order that is founded on the right to look (*droit de regard*), which implies that others give us that privileged right to look at them and to react accordingly. What Goffman labeled as “the presentation of the self in everyday life” (Goffmann 1959) is an outcome of the right to look and looking back at one’s self, or, in other words, how the self constructs (an image of) itself through the looks of others.

Not looking at a woman of the neighborhood, and not gazing at the inside of a neighbor's home, are instances of public order. In such instances there is no notion of 'self' that would be 'universal' enough to be abstracted from the common concerns of clan honor, trespassing on a woman's virtue, and the dynamisms of tribe and clan, and their urban-rural connections. As the self has a hard time distancing itself from the group at large, team behavior dominates, particularly among men. Men in teams of all ages—a phenomenon referred to as 'office'-work, *maktab*—occupy street corners and empty lots, home and shop entrances, mosques and Sufi orders (if available), enjoying that *endless* right to look in public (Totah 2007). Their tendency to congregate in teams (sing. *fariq*, pl. *furaqa*) of sorts is a combination of kinship and labor factors: shopkeepers, for instance, use their shops—or, rather, the front pavement—as meeting spots for men, whether employed or not. As lots of young men are either employed with very low salaries, or benefiting from sporadic employment, or have been unemployed for years, the *maktab* has become their favourite place for gossip and street observation.

Creating an 'autonomous' private and public self, independent of the group at large, could therefore prove an arduous task. Hasan told me how a man he had known for some time began regular visits to their home, only to show an interest in his eldest, eighteen-year-old daughter who had just passed her baccalaureate, and soon after asked for her hand in marriage. But as his daughter did not show any interest, he decided not to pressure her: "For my generation, marrying one's paternal cousin, as I myself did, was imperative. But I am not alone in thinking that none of my seven children will go in that direction; they will take time and make their own choices. I won't force them into anything—not even the girls." Although Hasan's daughter has more physical space to herself than her mother did, she still has a long way to go before she achieves that autonomous space of her own, since much of the public order does not yet see individuals in terms of their private rights.

Recent news reports have indicated that the Syrian government has, for the 121 or so illicit zones throughout the country and their estimated 11,000 hectares of illegally constructed areas, struck a deal with a private Saudi company totalling \$440 million. The General Habitat Company (al-Mu'assasa al-'Amma li-l-Iskan), regarded as Syria's prime public company, is the main beneficiary of the joint venture that the government worked out with al-Ula ('The First'), a private real-estate Saudi company. Of the \$440 million that would set up the new real-estate joint company,

30 percent would go for the Mu'assasa and the remaining 70 percent would be in the hands of al-Ula. It remains to be seen, however, how the newly established joint Syrian and Saudi public-private venture will work in reality. Considering that zones labeled as *mukhalafat* are illegal from the state's point of view, the Iskan could, for instance, propose new plans for each one of the illegitimate 121 zones, which could imply either a partial or total destruction of the built areas for the purpose of infrastructural rehabilitation (*ta'hil*). It remains unclear, however, whether the residents themselves would have any voice at all: Would they be simply 'fairly' compensated and then asked to leave? Would there be compensation settlements where both parties—the tenant-owner and the new joint venture—would compromise for a fair price (*bi-l-taradi*)? How will the compensation schemes work out concretely, and who will decide what are fair and unfair policies?

There might be several reasons behind the government's policy shifts, assuming that the aforementioned joint venture will see the light as planned. First, great reviews in the last decade—and more and more are published on online web services—have indicated that the slum cities that strangle the main urban areas are nothing but time-bombs waiting to explode. Damascus itself has 38 illegal zones (out of the estimated 121 on the national scale), whose projected area ranges from 30 to 50 percent of the capital's urban neighborhoods. Second, as 85 percent of construction sites are in private hands, and as the state seems to be slowly withdrawing from its old socialist policies of the 1960s and 1970s, the tendency would be to look for a 'solution' to illicit neighborhoods among private investors. Third, considering how close they are to the legitimate zones, some of the illegal areas have become financially quite lucrative, prompting official authorities and private financiers alike to regard them as zones of capitalist investment, rather than social drawbacks. The official authorities may thus have opted to open those areas to local, Arab, and foreign investors, hoping that in the meantime the illegal tenant-owner would move to other areas, which in itself would reinstate the infernal cycle of constructing in agrarian areas without prior authorization.

As the nation-state is a never-ending enterprise, even in the most advanced liberal societies, always expanding in all directions, while attempting to control lives and territories, social actors have to fill in the gaps on their own, through their daily practices. When it comes to the societies of the eastern Mediterranean, however, due to the brisk transition from an Ottoman imperial administration to colonial and postcolonial

state formations, the historical weaknesses of the nation-state are particularly visible. In this instance, users of a particular space—namely, those inhabiting the marginal neighborhoods in big urban agglomerations—not only *create* their own space, but more importantly, have to establish normative values that would otherwise be part of the overarching structure of state enterprises. What is therefore remarkable is that users tend to mimic the now remote state infrastructures as best as they can, creating their own living spaces through tempered negotiations with state administrative and juridical institutions, in particular the civil courts. What emerges in this process are *negotiable norms*, which sooner or later become integrated within the larger framework of a nation-in-progress, and of spaces where power relations are determined more by what is materializing on the ground and less by the historical weaknesses of the authoritarian regimes in question.

During the last decade not only has there been little improvement in the quality of life and in terms of the legalization of illegal contracts in the *'ashwa'iyat* zones, but, more importantly, since the beginning of the Syrian uprising in March 2011, such zones have become the most prosperous economic havens in town. Indeed, observers have been baffled at how much Aleppo and its province (totaling over four million inhabitants) have been quiet during the uprising, such numbness being attributed to a combination of political and economic factors: the presence of strong Christian and Kurdish minorities; Aleppo's preponderant role in the national economy (20 to 25 percent of the private investments); and the role of families in controlling neighborhood violence. But what has been overlooked is that the uncontrolled expansion of the *'ashwa'iyat* is in itself a stabilizing factor: left on their own, without the usual (mostly corrupt) police intervention, social actors are building at an ever more frantic pace. These factors bring an urgency to the questions posed in this study: whatever the nature of the future government in Damascus, what kind of organization is it possible to envisage for the *'ashwa'iyat* zones, which, by all accounts, have become uncontrollable?

Appendix

Translation of sale contract in Figure 7.3.

In the name of the Syrian people

[Names of judge, assistant, plaintiff, defendant, and representatives]

Subject of the lawsuit: sale confirmation

I. The lawsuit

In the lawsuit dated 17 January 1994 the plaintiff [Hasan Abd] claimed that he purchased from the defendant the totality of 14 shares (*sabm*) from property number 2900, in Aleppo's tenth residential district, for a sum that the two parties had agreed upon, and which the defendant had received in total. The defendant owns the aforementioned property thanks to a court's ruling number 451/4967 in 1993, but still has not transferred (*faragh*) the property to the plaintiff.

We therefore request that:

a notice (*ishara*) be inscribed on the property's form (*sabifat al-'aqar*);

to notify the defendant of the litigation;

to confirm the sale in his presence;

to remove the litigation's notice once the property has been transferred;

to have all fees and expenses paid by the defendant.

II. Verdict

In the open court hearings, the plaintiff reiterated his claims and, accordingly, requested a hearing in his favor. The defendant also acknowledged his opponent's rights in their totality, and had no objection to a ruling in favor of the plaintiff on the basis that the latter would assume all fees and expenses. The two parties agreed on that.

Considering that acknowledgment (*iqrar*) is at the root of evidence (*sayyid al-adilla*), and it has the status of contract for the acknowledgedger (*buwa bujja 'ala al-muqirr*);

Considering that the notice of the litigation (*isharat al-da'wa*) has been inscribed on the property's form based on contract number 373/1994;

Considering that the court has sought the opinion of professional expertise, a visitation to the place has revealed that it is composed of an Arab home (*dar 'arabiya*) whose main door is oriented toward the west, with two rooms, a living room, a staircase that leads to the top floor. The house, constructed in concrete, is made for residential living, and the expert estimated that it was twenty years old;

Considering that from the ruling that the defendant ‘Abdul-Karim Zayn has brought with him to court, he owns fourteen shares of property number 2900, based on a previous civil court ruling number 451/4967, issued on 31 August 1993;

And based on articles 62, 132, 200, and follow up articles 99–100, and articles 148, 386, and 826 of the civil code;

It was decided to:

Confirm the present act of sale between the plaintiff Hasan ‘Abd and the defendant ‘Abdul-Karim Zayn on the 14 shares of property number 2900 in Aleppo’s tenth residential district, and the transfer and registration of the shares in the plaintiff’s name in the city’s cadastral registers.

Retract the lawsuit’s notice as soon as the ruling takes place.

Payments of fees and expenses are on the defendant.

Signed on Saturday 9 April 1994 by the judge and his assistant.

Notes

- 1 After a dearth of urban studies, some recently emerged publications show greater attention to the daily lives of ordinary urban inhabitants, in particular, Balanche 2006; Ababsa 2009; Ismail 2006; Elyachar 2005; Tu al 2009.
- 2 The Union introduced a series of practices that the Baath would later capitalize on once it took power in 1963, for example, the politicization of the police force; the promotion of intelligence services to the dubious role of controlling the population at large; the abrogation from the civil code of articles that permit voluntary associations and cooperatives; the dismantlement of waqfs through the promotion of the direct sale of their properties rather than going through the strict regulations of ‘exchange’ demanded by the Hanafi school of law; and all kinds of economic measures (for example, the nationalization and confiscation of private enterprises and funds) that severely restrained free enterprises.
- 3 While the 1948–49 so-called war of independence created a massive influx of Palestinian refugees—close to a million—into neighboring Arab countries, giving Syria its fair share of what became known as ‘temporary camps,’ which translated into de facto slum neighborhoods outside the traditional city peripheries, the consequences of the 1967 war proved even more dramatic, as over 150,000 inhabitants of the Golan Heights moved to safer areas (including the outskirts of Damascus) within a three-day period, creating the largest population influx in Syrian history.
- 4 An anonymous article, edited and published in the online daily Akhbar al-Sharq (14 November 2007) by Tarif al-Sayyid ‘Isa, digresses on some

of the reasons that led to all forms of illegal urban expansion in contemporary Syria.

- 5 Even though most properties are owned by individuals, and are registered under individual names, property ownership in Syria, as in the rest of the eastern Mediterranean, tends to be status- and family-oriented. Many rural properties in particular were collectively owned as *musha'* (or *shuyu'*, meaning collectively owned property), while urban properties, in order to keep up with the family ethos, would be registered under more than one name. Needless to say, the state largely benefited from such collective-cum-family ownership, as it knows full well that decision-making among family members slows down considerably under such conditions. Thus, abusive confiscation of properties for the 'public good' became the norm, encouraged by all kinds of laws and regulations, leaving family owners totally helpless in most instances in the face of labyrinthine court procedures.
- 6 The purpose of such plans is to delimit 'urban' and 'rural' zones, in order to protect the latter from excessive abuse.
- 7 Twenty-four shares of a property represent its totality, that is, the full 100 percent.
- 8 In Kurdish neighborhoods, where clan relations have broken down, prostitution is on the rise. That is particularly true of Shaykh Maqsud, considered as the hub of prostitution and drug trafficking. The northern Kurdish neighborhoods have strong connections with the region of 'Ifrin, a conglomerate of 366 villages.
- 9 From haram, what is sacred.
- 10 See Pierre Bourdieu's structural analysis of the house of the Kabyles in *Esquisse d'une théorie de la pratique* (Geneva: Droz, 1972).

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