

**ISLAMIC LEGAL PERSPECTIVE AND ITS APPLICATION
ONFOODSTUFF TRADING ACTIVITIES IN DAWANAU
INTERNATIONAL GRAIN MARKET, KANO STATE**

BY

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(SPS/15/MIS/00009)

**BEING A RESEARCH DISSERTATION SUBMITTED TO THE
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DECLARATION

I Ahmad Sulaiman SPS/15/MIS/00009 hereby declare that this work titled “Islamic Legal Perspective and its Application on FoodStuff Trading Activities in Dawanau International Grain Market, Kano State.” is the product of my sole research effort except where I acknowledged other possible sources. The work was undertaken under the supervision of Dr Aminu Ismail Sagagi and has neither been presented nor will it be presented or submitted elsewhere for the award of any certificate. However, in case of any commission or omission in the entire work it was not intentional.

AHMAD SULAIMAN
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CERTIFICATION

I, Aminu Isma'il Sagagi PhD Department of Islamic Studies and Shariah, Bayero University Kano, certify that this research work was done under my supervision and has been presented for the Award of Master of Arts(Islamic Studies)and the materials consulted herein have been duly acknowledged.

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Supervisor

Date

APPROVAL PAGE

This Dissertation has been examined and approved for the award of Masters in (Islamic Studies) in the Department of Islamic Studies and Shari'ah, Bayero University, Kano.

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All praise beto Allah Lord of the Universe, *Who begets not nor was He begotten. He gives wisdom to whom He wills and whoever has been given wisdom has certainly been given much good.* May His special blessing and mercy be upon the noblest of His creatures and the seal of prophet-hood Prophet Muhammad (peace be upon him) and upon his companions, family and entire households, and those who follow their footsteps until the Day of Judgment.

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DEDICATION

This research work is ultimately dedicated to Almighty Allah and to the souls of my parents, may their souls rest in perfect peace and may Allah grant them Jannat al-Firdausi amin.

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ABSTRACT

The study aims at finding out Islamic Economic concept and its application on foodstuff trading activities in Dawanau International Grain Market, Kano State. This is done by focusing on the business transactions carried out in the market and compare it with what is obtainable in the shari'ah and its discussion and rulings. Oral and structured interview, preliminary survey and physical observation were used as primary sources of data collection. Books of Jurisprudence, relevant journals, articles, papers, text-books and theses are the secondary sources used, and the Dawanau market personalities are the instrument for the data collected. For the general background and better understanding of the subject matter the research traces the historical background, physical structure and economic importance of the market and how individuals, retailers, wholesalers, and companies carried out their business activities in the market. The research investigates the business activities by following the chain of distribution in the market and explains the foodstuff activity of each member in the chain. The research finds out that the activities in Dawanau market are of two categories, permissible and non-permissible. Therefore, the research recommends that, there should be massive enlightenment and public awareness on the concept of Islamic Economic thought and Institutions to both buyers and sellers at all level, Government should enhance the market activities with advanced food technologists, market personalities, individuals, partners and companies in the market should fear Allah (SWT).

LIST OF ABBREVIATION

ABIP	Agro Business Information Point
ASCE	Abuja Securities and Commodity Exchange
BIJIF	Bayero International Journal of Islamic Finance
CBD	Central Business District
CAC	Cooperative Affairs Commission
CRA	Consolidated Relief Allowance
DMBA	Dawanau Market Development Association
DIGM	Dawanau International Grain Market
DIGMTA	Dawanau International Grain Market Traders Associations
DFID	Department for International Development
IOFS	Indian Ordnance Factories Service
ICWA	Islamic Council of Western Austaria
IIIBF	International Institute for Banking and Finance
ITCZ	Inter-Tropical Convergence Zone
IFDC	International Fertilizer Development Center
KIRS	Kano State Internal Revenue Services
MISTOWA	Market Information Services for Traders of West Africa
NNPC	Nigeria National Petroleum Company
OSM	Organize Sport Market
PBUH	Peace Be Upon Him
TEET	Tax Payers Education and Enlighten Teem
USAID	United States Agency for International Development
WAP	War Agains Poverty
WFP	World Food program

CHAPTER ONE

INTRODUCTION

1.1 Background of the Study

In the name of Allah the most Beneficent the Most Merciful All praise is due to Him Who provides mankind with lawful means of sustenance and ways of cumulating wealth and prohibits the bad means. May the blessing of Allah be to His Noble Prophet and the seal of the prophet-hood, Prophet Muhammad (peace be upon him) and upon his great companions and to those who follow them in goodness till the day of judgement.

Man is created in the best mould (Q95:4), which implies a perfect state of spiritual, mental and physical health and it is his duty to preserve this pattern on which Allah has made him (Q30:30). Among the ways to maintain this is the satisfaction of his hunger and thirst through eating and drinking of moderate, clean and lawful foods and drinks. Islam as a complete way of life and starting point of everything permits buying and selling (trade) and forbids usury (*Riba*).

The Prophet's attitude toward trade was very pleasant and favourable before and after he was called to prophet-hood, he displayed a remarkable and full sense of trust and justice in trading in Arabian Peninsula. That is why they called him *Al-Amin* (the trustworthy). Many of the Prophet's companions played a vital role in merchant activities. Abdurrahman bnAwf (Muhajir) carried out an Islamic virtue of trade doing in him when he was linked with Sa'ad bin Ar-Rabi' (Ansar) after migration to Madinah. Saad offered him help of his property and one of his wives but rejected all and requested him to show him their market place in lieu of it to start business. Prophet's companion carried out businesses both maritime and land trade through the then known world and, thus, muslim Arabian merchants carried the torch of new light to the darkness of the world and human equality. Thus, Islam brought a new era of enlightenment and progress which instilled in a new sense of dignity, equality, liberty and unity based on optimism discarding in humanity, in-dignity, in-justice, in-equality, exploitation, oppression and discrimination in all forms, as against what was obtained in the Jahiliyyah period.

Islamic Law which is rooted in the Quran and the Sunnah of the Prophet (peace be upon him), has a history of over fourteen centuries. During this long period, the principles embodied in these two sources were elaborated and their legal implications were worked out by some of the finest

and most pious minds. Muslim jurists carefully considered the different aspects of Islamic legal theory in great depth. Likewise, the detailed legal prescriptions were examined with great thoroughness. The laws so developed were applied in a variety of Muslim societies which, during all but a few past centuries were the most advanced in the world. Thus, the legal heritage of Islam is characterised both by legal finesse and diversity in addition to its having matured after being tried and tested over a long period of practical application.

Islam is valid for all times, and that it provides the most judicious guidance for different aspects of life. It would follow from these premises that the economic institutions inspired by Islamic principles should be as viable in the present times as they were before, and should also be more conducive to human good than the institutions developed in regard of the principles derived from heavenly guidance.

The recent decades have witnessed a strong assertion of Islamic identity. One of its manifestations is the insistence on the part of Muslims that all institutions of life – be they political, economic or whatever – should be brought in conformity with Islamic principles. This necessitates exploring Islamic principles relevant to the institutions concerned as well as developing clearer as to how those principles would be applied in the changed circumstances of the present age.

Therefore, it is imperative to implement these institutions in our practical life in order to bring out its beauty and relevance. The conceptualisation of our business transaction in the light of the information available in chapters of Al-Buyu'u (Business transactions) in the books of Islamic jurisprudence will be very meaningful and authentic information to be used.

Dawanau food stuff market is under DawakinTofa Local Government Area, it is located at Northern part of Kano Metropolitan situated along Katsina Road opposite Dawanau Hospital. Dawanau Market comprises many different commodities sold and brought from different parts of Nigeria and other parts of Africa and world in general. The commodities sold in the market are maize, Millet, Guneacorn, Beans, Ground nut, Rice, yam, Cassava, Ginger, Sesame, Ground nut oil, palm oil etc. It is a daily market that involves all the channels of supply and distribution of goods. Doubtless, there is need for research to be carried out to assess the level of compliance to Shari'ah provision with regards to the market practices, praising what is right and pointing out

what is wrong so as to help the dwellers of the market to earn halal income and please Allah SWT.

1.2 Statement of the Problem

Food is necessary for every living creature to sustain and enjoy his life. This is why food trading becomes a matter of concern and discussion. The Qur'an as the code of Islam has declared principles of food trading in order to ensure sustainable development of human beings as individuals and communities through various exhortations, legislations and institutions for better discharge of their responsibility as the primary purposes of creation of a man.

According to the Islamic Organization for Food Security, Food means: “Any substance, whether processed, semi-processed or raw, which is intended for human consumption (Article No. 12)” food trading is one amongst the main objectives of food security; “A condition when all people, at all times, have physical, social, economic and financial access to sufficient, safe and nutritious food to meet their dietary needs and food preferences for an active and healthy life” (Article No. 13). However, sustainable development means the perpetual growth of man in his physical and spiritual domains and the industrialization of his environment to achieve the purpose of serving his creator and bring about continued happiness to himself and other beings surrounding him. This can be based on proper production, distribution, and better protection at consumption.

Many approaches were adopted by states, nations and communities to achieve these goals but the Islamic approach which is comprehensive and all inclusive is the most relevant. The proper interpretation, explanation, analysis of these Islamic principles concerning all economic activities and their ways of implementation and practices is the responsibility of Islamic jurists.

Therefore, in the light of the above matter, a lot of efforts were made by Islamic jurists to analyse matters and issues arising in the books of *'Al-Buyu'u* (Business transactions) in Islamic jurisprudence and, the contemporary scholars (jurists) made their efforts in employing it into our daily life which are highly dimensional, that general populace lacking its knowledge. Therefore, proper understanding and application of the Islamic economic concept into the lower dimensional organisations is highly needed. The economic activities carried out there nowadays some are legitimate but along the way met with a lot of predicaments (hire, contract , partnership, credit sale, *mudharabah*, wages, etc), while others are not , such as cheat,

deception, collusion, usury, hoarding, bribery, in our local markets. These and other reasons drew the interest of the researcher to investigate the legal position of food trading in Islam and how it is applied in Dawanau International Grain Market, Dawakin-Tofa Local Government Kano State.

1.3 Aim and Objectives of the Study

The main aim of this study is to assess the position of Islam on Foodstuff trading and how it is applied in our foodstuff markets and to make a necessary recommendation on how to create awareness among businessmen, small scale business enterprises, cooperate organisations and governmental organisations. However, the study is specifically set to achieve the following objectives;

- i. Investigate the main businesses practice in Dawanau International Grain market.
- ii. Assess the business transactions that are based on Islamic principles carried out in the market.
- iii. Make a comparative analysis between the activities of the traders and with what is obtainable in the books of Islamic jurisprudence.

1.4 Scope and Limitation

This research work is an attempt to assess the legal position of FoodStuff trading in Islamic jurisprudence and how it is applied in Dawanau market from 1985-2018 and the analysis of the study will not be beyond the market area.

1.5 Significance of the Study

The research work can best be considered as significant when it is capable of adding to existing knowledge and bridge the key-gaps in that area of study. However, the findings and recommendations of this study will be useful in the following areas:

- i. The outcome of the study will show how the concepts of Islamic business transactions carried out in food trading in Dawanau foodstuff market.
- ii. It will be of much relevance to food traders for better application and practice of Islamic concept of trading in the Muslim community.
- iii. It gives an account on how elastic shariah is in accommodating new business transactions and emerging issues in Muslim society.

- iv. It provides the insight, wisdom and the comprehensive nature of Islamic institutions as it encompasses all aspect of human life including his business transaction.
- v. It confirms the principle and theory of Islam that stated: Islam is a complete way of life that leads man to salvation by prescribing to each of us a law and method.
- vi. It provides insight to understand that Islamic economic thought and institution is not aim at evaluating the level, size and capacity of the economic dimension of a given institution but evaluating of its proper application and compliance with the concept of *Shari'ah*.

1.6 Contribution to Knowledge

The research contributes to knowledge in the following areas:

- i. It will help foodstuff traders and merchants to understand the legitimacy of its trading and authenticated applications.
- ii. It will serve as a weapon or mechanism for eradicating and controlling prohibited economic activities taking place at Dawanau International Grain Market.
- iii. It will help them to understand solutions to emerging issues on economic activities that are not clearly stated in the Islamic jurisprudence unless by analogy such as Islamic Insurance, Bai'u Salam (parallel) and other related operations.
- iv. The research work serves as link between the theory of Al-Buyu'u in Islamic Jurisprudence and its real practices in centres for economic activities and other media.
- v. It will uplift the image and history of Dawanau Market and the records of the economic activities of its traders and serve as one of the big centre for economic research to both academic institutions, governmental and nongovernmental organisations.
- vi. The study would provide references to subsequent researchers in different areas of study relating to Islamic economic thought in area of trading particularly foodstuff trading.

1.7 Methodology

The researcher used three methods of data collection. These are: Conventional, Fieldwork and Observatory research methods:

Conventional Method: the researcher obtained or collected data by consulting libraries and other centres for research through textbooks, journals, newspapers, and also electronic sources.

Fieldwork Method: this was done by conducting scholarly interview. The researcher interviewed the leaders, chairman of the small scale and large scale business organisation in the Dawanau

market and other Muslim scholars who contributed in the field in both academic and non-academic setting whose views are relevant to the research work.

Observatory Method: The researcher also used his personal observation based on genuine sources in ruling on issues that deserve comparative analysis in the research work.

CHAPTER TWO

LITERATURE REVIEW

In undertaking the research work, the researcher reviewed some works of researchers that have direct or indirect relationship with food trading in light of Islam.

1-“Trade and its Emerging Issues in the light of Shari’ah and Jurisprudence” is a Ph D thesis submitted to the Department of Islamic Studies and Shari’ah, Bayero University, Kano. In fulfillment of the requirement for the award of degree of doctor of philosophy (Ph D) in Islamic Studies by Yahaya Tanko. The thesis covers a wide area of trading based on Shari’ah perspectives with clear rulings on emerging issues on business transaction and organization. Such as Islamic banking, insurance, stock exchange, electronic trade, bonds copy right, company and other complicated transactions. It therefore, recommends that production of latest Islamic literature on trade and commerce in Islam should be increased and review of Islamic Studies curriculum of Islamic Institutions of learning to reflect conventional and emerging issues on trade and commerce plus creation of Islamic social and public awareness to the traders, companies, local and large scale business enterprises. In the light of this, the researcher gets an allowance to write his work on food trading in Islam and its proper application in local markets within Kano.

2-”The Activities of the Fruit sellers in Kano “Yanlemo” Market from the Shariah Perspectives” is a M. A. Dissertation submitted to the Department of Islamic Studies and Shariah, Bayero University, Kano (2014) by Abdulwahid Idris Jumu’ah. He discusses the nature of the activities of fruits sellers in Kano Yanlemo market through focusing on their business transaction in comparison with what is obtainable in the shariah and its ruling, the researcher used oral interview, physical observation and sources of Islamic jurisprudence as his method of collecting data. According to his findings, some of the activities of the fruit sellers can be conceptualized in the books of fiqh (Islamic jurisprudence) while others cannot. The researcher also makes a comprehensive recommendation on both lawful activities of fruit sellers and that of unlawful one. Where he calls the attention of government to provide special Hisba services in our markets and the proper implementation of those Islamic ruling by judiciary at all level with restriction to non authorized bodies.

However, the literature has direct link with my research work in format, nature and the methodology of data collection but differ in environment, nature of the business activities, size, level of its economic development and importance.

4-Islamic Council of Western Australia (ICWA) is a paper that talks about the guidelines of the organizations. It is a Shariah full-pledge organization which discussed in detail on haram food produced from plant, liquids and other matters, and food that were sourced from lawful substances unless contains or comes into contact with a haram substance. The guidelines further discussed on slaughter, concept, modern product (fats and food/borne and hide, offal, fresh meet. It further discusses the Islamic ruling on quackery food and the quack economic activities as well as the Shariah position on its advertisement and the provision of consumer protection. In light of these issues, the researcher's work has linkage with it directly but differs in nature and environment.

5-Islamic Banking and Finance "A leap from theory to practice". Is a proceeding for the first international conference organized by IIIBF 17th to 19th April 2014. Edited by Shehu U. R. Aliyu, Nasiru Ahmad and Mansur Idris. The proceedings cover six different areas viz; Islamic Banking and Socio-economic Development, Prospect and Challenges of Islamic Banking in Nigeria, Islamic Banking Operations and Risk Management, Prohibition of Riba and other Sharia Issues in Islamic Banking and Finance, Legal and Regulatory Issues in Islamic Finance, and lastly, Islamic Capital Market, Takaful and Islamic Accounting. But the researchers work has direct link with Prohibition of riba and other shari'ah issues In Islamic Banking and Finance.

6-Bayero International Journal of Islamic Finance (BIJIF) it is an International Reference Journal of the International Institute of Islamic Banking and Finance (IIIBF), Bayero University, Kano, Nigeria. The paper attempts an Empirical Investigations of the impacts of money supply on economic growth in general and the effects of interest free money on economic growth in Nigeria in particular. It employs a simple equation, time series approach for the period of 1960 to 2010. It uses classical growth model and two different types of money supply aggregates (interest based money and interest free money). According to the findings of the paper money supply has significant impacts on economic growth to the country particularly the impacts of interest free money on economic growth \]=and it is more robust than the other two forms. It also shows out feasibility and viability (interest free economy).

6-Islamic Economics; A Book of Readings is a product of the initiatives of international conference organized by The International Institute of Islamic Thought Nigeria Office (IIIT). The body was established in 1981, with its headquarters in Hendon, Virginia, USA. It has branches in Egypt, France, Jordan, Malaysia, United Kingdom, Pakistan, Lebanon, Nigeria, Bangladesh, India, Indonesia, Srilanka, Morocco, Sudan, Yemen, Saudi Arabia, Brunei and the United Arab Emirates. The conference aimed at providing the uniform and standard course outlines that cut across all the universities offering the courses. It was in view of this the board invited both seasoned and experienced lecturers in the area from Nigerian Universities. Most of them are from ABU Zaria, BUK Kano, Unimaid, UDUS Sokoto, University of Ilorin, Fourtain University, State University Damaturu and Gombe State University. and subsequently the course outlines were developed and accepted by the National Universities Commission as the standard one. The book composes different areas ranging from Islamic Economics, Islamic Banking and Finance and Contemporary Issues in Economics. The book also has fourteen chapters viz; i) “Islam, its Worldview and the Islamic Economic System”, it briefly explains the terms “Islam”, “Islamic Worldview” and “Islamic Economic” compared to others, it further gives sufficient comparative analyses between the conventional and Islamic Economic Systems. ii) “The Economic System of Islam” explains in detail the different kinds of economic systems and the key elements that distinguish Islamic Economic System from others. iii) “The Methodology of Islamic Economics” elaborates on the essential epistemological principles, paradigms and tools for sourcing, validating, interpreting and utilizing the knowledge of Islamic Economics. iv) “Resource Allocation in Islam; The Role and Limitation of Markets” explains the concept of resources, market mechanism and price legislation in Islam, Role of Hisbah in Islamic Economy, v) Concept of Riba. vi) “Poverty Alleviation; an Islamic Perspective” provides reasonable argument that Islamic Economics is the imperative alternative in alleviating poverty and the strategies for sustainable economic growth not only the conventional. vii) ‘Economics of Corruption: The Islamic Perspective’. Comprehensive discussion on corruption, its definition, causes and types, and the Islamic approach to it is also provided. viii) Human and Social Capital in Islamic Economics and how it affects economic growth. ix) ‘Islamic Economic Development’ comparative analyses on Secular Economic Development agenda and Islamic Economic Development principles and the advantages of the latter over the former, and start with brief history of Islamic Banking globally and Nigeria in particular followed by the principles governed

the system. x)' Modes of financing in Islamic Banking' an overview on how Islamic banking utilizes various equitable financing techniques. xi) 'Concept of *Ijara* (Islamic leasing)' its definition, types and the Fundamental rules governing it. xii) *Takaful* (Islamic Insurance): Historical Background, Misconception, prospect and the global challenges facing it. However, most of the topics under this literature have connection with my work especially: The Economic Systems of Islam, Methodology of Islamic Economics, The Role and Limitation of Market, Concept of Riba and *Ijara* but differ in how they are applied in our economic activities.

7-'Islamic Banking and Finance: The Nexus with the Real Economy', is the proceedings of 2nd International conference 28TH - 29TH April, 2015, organized by the International Institute of Islamic Banking and Finance, Bayero University, Kano, Nigeria. The conference starts with brief introduction on the concept of the standard barometre for measuring global economic performances i.e. Gross Domestic Product (GDP), Gross Economic Outlook (GEO) and World Gross Outlook (WEO), according to the report, Nigerian economy between 2002-2012 ranked as the 13th fastest growing economy in the World and 5th in Africa with 7.5 percent in 2014, but due to unemployment rate and high inflation the economy is characterized by decaying and huge infrastructure deficit, high cost of doing business, monumental inefficiencies and leakages. Therefore, Islamic finance is seen as the panacea to the challenges for it provides better mobilization and allocation of resources at both private and public sector levels through ethical and Shari'ah compliant financial transactions. However, the conference aimed at providing opportunities for world scholars to converge, present, discuss and evaluate contributions of Islamic Banking and Finance to the development of the real economy. Participants invited came from academia, research institutes and corporate world and government sectors. Furthermore, the broad objective of the conference is to 'assess the nexus between Islamic Banking and Finance and the real economy,' while the specific objectives are; 'to demonstrate, diffuse, expose policymakers, assess its trend and prospects, review and draw lessons from empirical studies and experiences of other countries on the roles of Islamic Banking and Finance in the development of the real economy. The conference has the following themes; Micro, Small and Medium Sized Enterprises, Financing Agriculture through Islamic Finance, Project and Infrastructure Development through Islamic Finance, Real Estate Development through Islamic Finance, Manufacturing and Trade Finance and the last is other Miscellaneous. However, against these themes the following are some of the papers presented:

- i. Islamic Microfinance; An alternative to Financing SMEs in Kano State
- ii. An Assessment of the Shari'ah Compliant Muzara'ah on the Local Kashe Muraba Practice in Kano State
- iii. Towards the Development of Shari'ah Compliant *Sukuk* in the Nigerian Capital Market; A Critique of the Role of Securities and Exchange Commission (SEC).
- iv. Application of Salam Mode of Finance in Agricultural Financing in Nigeria
- v. Sources of Capital, Establishment and Management of Small Businesses in Kano State, Nigeria: A Case for Islamic Finance.

The proceedings of the conference really most of the papers presented have direct relation with the work in one way or the other and differ in structure, format, scope and application, especially, topics under “Manufacturing, Trade and Agricultural Financing through Islamic Finance”, such as the following:

- i-** Trade Financing Arrangements – Debt and Non-debt Instruments: Salam, Murabahah, Istisna' and Kafalah
- ii-** Assets/Lease Financing Arrangements
- iii-** Musharakah Product and Real Estate Financing
- iv-** Application of Murabahah Product in Real Estate Development
- v-** Relevance of Islamic Financial Products to Microfinance Institutions
- vi-** Application of Salam in Financing Agriculture
- vii-** Halal Products and Services

8- “Intention to adopt Islamic microfinance Model for Poverty Alleviation in Yobe State” is a M.sc Dissertation proposal presented to the International Institute of Islamic Banking and Finance (IIIBF) Bayero University, Kano (2018) by Mohammad Gambo Abubakar. The paper covers a wide area defining the concept of poverty, Islamic Microfinance model (IMM) and behavioral theory, the research plans to find out whether the attitudes of microfinance clients, subjective norms and religiosity have significant effect on intention to adopt Islamic microfinance model for poverty alleviation. However, the researcher uses three research objectives and hypotheses, conceptual, theoretical frame work and empirical construct were used for literature review. Causal research approach is used to determine the causal effect of attitude on intention to adopt Islamic microfinance in Yobe state. Microfinance bank clients are the target

population from Damaturu, potiskum and Gashuwa as the sample size. Probability sample is adopted to identify target respondent as the sample technique for the study. Quantitative data collection by using standardized data collection and statistical technique for interpretation. Structural questionnaire was administered as an instrument for data collection and, statistical package for social sciences (SPSS) version 20.1 and Amos software version 22.1 for data analysis. The research shows that attitude, subjective norms and religiosity have significant effect on the intention to adopt Islamic Microfinance for poverty alleviation. It however recommends that individuals, microfinance clients and other business corporations should have shari'ah knowledge and awareness on Islamic microfinance, government should also admit the system and empower it with finance and other relevant programs.

However, this literature has link with my research work in content not context because mine investigates shari'ah perspective and its application on foodstuff trading while this is on intention to adopt Islamic microfinance for poverty alleviation. The two differed in aim and objectives, scope and limitation, methodology for data collection analyses and interpretation, the first is quantitative centered research work and the latter is qualitative.

CHAPTER THREE

SHARI'AH INJUNCTIONS ON FOODSTUFF TRADING ACTIVITIES

The chapter is planned to discuss Islamic concept of foodstuff trading activities, its permissibility and importance, Concept of Market and Marketing.

3.0 CONCEPT OF TRADING IN ISLAM, ITS RULING AND IMPORTANCE.

The sub-chapter contains three headings namely: Definition of Islamic Economic activities, Legal position and importance of Islamic Economic activities, type and categories of Islamic Economic activities. Each of will be discussed separately.

3.1.1 ISLAMIC ECONOMIC ACTIVITIES

Muslim economists have defined Islamic economics from different perspectives. Chapra¹ defines it as; “Branch of knowledge which helps realize human well-being through an allocation and distribution of scarce resources that is in conformity with Islamic teachings without unduly curbing individual freedom or creating continued macroeconomic and ecological imbalance.” He further quoted Hassanuz Zaman’s definition as² “The knowledge and application of injunctions and rules of Shari’ah that prevent injustice in the acquisition and disposal of material resources in order to provide satisfaction to human beings and enable them to perform their obligations to Allah and the society.” Muhsin Khan like others states that, “it deals with a wide-ranging set of issues, such as property rights, the incentives system. The allocation of resources, types of economic freedom, the system of economic decision-making and the proper role of government.” Therefore, the literature will be started with review of trade its meaning according to jurists.

Bai’u literally means “exchanging property/service with another”³ (مقابلة شيء بشيء).

The Word “property” denotes money, contract, and any useful tangible thing, and Bai’u according to Hanafi school of thought means;

“Exchange of Money (properly) with another on a specific motive or, exchange of thing you want with like for deriving specific advantage (offer and acceptance) excluding what lacks advantage like selling of dirham with dirham, and

¹ Chapra, M. Umar (2001) what is Islamic Economics? Jeddah: Islamic Research and Training Institute.

² Ibid Chapra, M. Umar (2001) .

³ Abu Zakariyya Muhyi al-Din Yahya bn Sharafi al-Din Annawawiy, al-Majmu’u Sharh al-Muzzahab, Dar al- Fikr,

also what has no advantage like dead animals and blood as an example”⁴

Imam Nawawiy in his book (المجموع) said:

“Trade is the exchange of property/money that you possessed with money property.”

Ibn Qudamah in his book (*Almughni*) defines trade as:

“Exchange of money/property you possessed or have a right to its possession with property/money”⁵.

Muwaffaq adds that:

“The word (البيع) derived from the word (باع) because, each one of the contracting parties proposed his property for either offer or acceptance, and it is supposed that each one of them is contracting with other, meaning engage him during the trade. Therefore, trade is called (الصفقة)”⁶

The conclusive meaning of trade is:

“A constructive contract built upon offer and acceptance based on the pre-consent of contracting parties”⁷

According to the above definitions the most composed and authenticated is the Ibn Qudamah and Muwaffaq definitions, because of the area, nature and other attribute that it encompasses on the classes of economic activities that are common in our day to day transactions and also its relation with the subject matter of this research work.

From the above definition the researcher analyses that real money/legal important thing composed buying the right of entrance /path through a farm or house or other important things. This is the right of access to one's property across the property of someone's alone or with his herds. It is referred to right of way or passage.

4 Yahya ibn Sharif Annawawi, *Al-Majmu'u Sharh al-Mazhab*

5 Yahya Tanko *Trade and its Emerging Issues in the Light of Shari'ah and Jurisprudence*, PhD thesis, Department of Islamic Studies and Shari'ah, Bayero University, Kano. Pp 53, 2012

6 Ibid pp. 53

7 Ibid pp 53

Jum'ah, remember Allah at the al-Masha'ar al-Haram and after Jum'ah, This shows clearly that trade can be done whenever and wherever permitted. Among these verses are:

“There is no sin on you if you seek the bounty of your lord(during pilgrimage by trading).Then when you leave Arafah, remember Allah by glorifying his praise ie prayers and invocation at the Masharal Haram...”¹⁰

[illegible]

“O you who believe when the call is proclaimed for the salat(prayer) on Friday (Jumuah prayer).come to the remembrance of Allah and give-up business(and everything) that is better for you if you do know. Then when the Jumuah is ended, you may disperse through the land and seek the bounty of Allah (by working), and remembered Allah much, that you may be successful”¹¹

However, as Qur'an exhorts man to seek the bounty of Allah, the exhortation is also suffixed by the quiet and appropriate statement of the prophet Muhammad (PBUH) urging people to earn their livelihood and he condemns idleness and beggary. He also instructs them to develop land and use natural resources intensively, and gives good tidings for the merchants and craftsmen. Among these traditions are:

It was narrated by Rafi'u bn Khalid (May Allah be pleased with them) that Allah's Messenger peace be upon him was asked: which type of earning is the best? He said:

"عمل الرجل بيده وكل بيع مبرور" (رواه أحمد والبخاري)¹²

“A man’s earning through working with his own hand and every business transaction which is approved (halal and free of cheating)”

10*Quran* 198:2

11Quran10:9

12 Imam Ahmad Musnad, vol. 4 pp . 140

According to Islamic scholars business transaction which is approved is that which is permitted and free from deceit, cheat, betrayal and perjury.

"وقال في حديث آخر "إنما البيع عن تراض"¹³

"Transactions may only be done by mutual consent"

وقال أيضا: "البيعان بالخيار ما لم يتفرقا..."¹⁴

"Both the buyer and the seller retain the option as long as they have not separated or they give each other than option"

وفي حديث ما رواه جابر رضي الله عنه، أنه كان يسير على جمل له قد أعيا، فأراد أن يسييه قال: فلحقنا النبي صلى الله عليه وسلم فدعا لي وضربه، فسار يسيرا لم يسر مثله. قال "بعنه بوقية" قلت: لا، قال: "بعينه" فبعته بوقيه، واستثنيته عليه حملانه، إلى أهلي. فلما بلغت أتيته بالجمل، فنقد لي ثمنه، ثم رجعت، فأرسل في إثرى فقال: أتراني ما كستك لأخذ جملك: خذ جملك ودراهمك فهو لك.¹⁵

"In another tradition narrated by Jabir bin Abdullahi(RRA), he was once travelling by his camel which had become so slow that he intended to get rid of it. The Prophet (PBUH) passed by (after Jabir told him the story), and poked the camel with his stick, and asked the Jabir to ride it again. The camel was much faster than it had ever been before. The Messenger of Allah(PBUH) then said to Jabir, "Sell it to me for one uqiyah(ounce) of gold." Jabir said, 'No' He again said, "Sell it to me for one uqiyah of gold", Jabir says 'I sold it for one uqiyah and stipulated that I should ride it to my house.' When we reached (Madinah) I took that camel to the Prophet(PBUH) and he gave me its price. I returned home but he

13 Ibn Majah No. 2185

14 Tirmizi No 1245, Nasa'iy No.44664

15 Bukhari No 2661, Muslim NO.402

sent for me (and when I went to him) he said, "Do you that I asked you to reduce the price to take your camel? Take your camel and your money it is all yours." Agreed upon and thi is Muslim version.

وجاء في حديث آخر ما رواه عروة البارقي رضي الله عنه "أن النبي صلى الله عليه وسلم أعطاه دينارا ليشتري له شاة أو أضحية فاشترى به شاتين قباع إحداهما بدينار، فأتى النبي صلى الله عليه وسلم بشاة ودينار، فدعاه النبي صلى الله عليه وسلم بالبركة في بيعه...¹⁶

In anather tradidition narrated by Urwah al-Bariqi (RAA), Allah's messenger (PBUH) gave him a dinar to buy asacrificial animal or a sheep. He bought two sheep, and sold of them for a dinar. (When he returned) the Prophet (PBUH) invoked Allah to bless his dealings of buying and selling. It was such that if had (even) dust, he would have made a profit from it'.Related by the five Imams except for Annasa'i. Albukhari reported it within another Hadith.

Imam Shafi'I is among the great Muslim jurists that developed vast literatures in formalizing the injunctions of the Qur'an and the Prophet's traditions (peace of Allah be upon him).He furtherelaborated and derived inference about economic questions,finance and land management. However, his critical analyses open and carrys explicit notes illuminating the circumstances in which issues were expressed fully and clearly, such as:

"فأصل البيع كلها مباح إذا كانت برضا المتبايعين الجائزي الأمر فيما تبعا إلا ما نهى عنه رسول الله صلى الله عليه وسلم محرم بإذنه داخل في المعنى المنهي عنه وما فارق ذلك أبجانه بما وصفنا من إباحة البيع"

16 Abu Dawud NO.3386

“The origin of all kind of Economic activities is legal if it is built on free-consent of contracting parties, and if the property to be contracted on is lawful save what Prophet (PBUH) prohibited and what he made un-lawful is also amongst the prohibited. And what differ from these us makes it legal based on what we described as legal transaction”, as Allah says:

أو في قوله تعالى: ﴿طُ بَ تَ ثَ فُ﴾ البقرة: ٢٧٥
“Allah permitted trading and forbidden Riba”¹⁷

وقوله تعالى:

﴿طُ بَ تَ ثَ فُ﴾ البقرة: ٢٧٥
 ﴿طُ بَ تَ ثَ فُ﴾ البقرة: ٢٧٥

“.... Except it is a trade amongst you by Mutual Consent”¹⁸

Imam Shafi'i has added that the legal maxim that further elaborates this Qur'anic injunction is:

الأصل في العبادات المنع والأصل في معاملات الإباحة

“The origin in worship (Rituals) is prohibition and the origin in Socio-religious-economic activities is legal.....”¹⁹

According to ibn Qudamah;

وأجمع المسلمون على جواز البيع، والحكمة تقتضيه لأن حاجة الإنسان
 تتعلق بما في يد صاحبه غالبا . وصاحبه قد لا يبذله له ففي تشريع البيع
 وسيلة إلبوغ الفراغ من غير ...²⁰

¹⁷Quran2:275

¹⁸Quran4:29

¹⁹ Op Cit Yahya p. 55

From Malik bn Anas may Allah be pleased with him, that the messenger of Allah peace of Allah be upon him said:

“Seeking what is lawful is mandatory upon every Muslim” Narrated by Dabrani, Almunziri said: its chain of transmission is good.

3.1.3 Categories of trade

Trade as a constructive contract built upon offer and acceptance based on the pre-consent of the contracting parties is categorized into four broad categories, viz; 1- based on the product to be contracted on, ii- The time of exchange between the contractors, iii- stipulated and un stipulated price of the product, iv- validity and invalidity of the contract, and v- trade based on its authenticity.²⁵

1- Trade based on product to build contract on:

The trade based on the product to build contract on is sub-divided into four divisions:

- i- Exchange for money with product (مبادلة نقد بسلعة), this means the buyer should offer to the seller the money/equivalent and accept/collect the product before they separated. Money composes gold, silver and other currencies, kilo mud and other acceptable means of measuring or weighting devices. When the conditions are fulfilled.
- ii- Exchange of money/equivalent with money/equivalent: this means exchange of money with money, same with same or same with other, that is gold with gold, or silver, or gold with silver. This category of trade is legal if the following conditions are completed:-
 - a- Exchange of product with money/equivalent should be concluded between the contracting parties before separation in order to guard against usury/ interest. With regard to this Prophet Muhammad (PBUH) said:

"الذهب بالذهب، والفضة بالفضة، والبر بالبر، والشعير بالشعير، والتمر بالتمر، والملح بالملح، مثلاً بمثل، سواء بسواء، يد بيد، وإذا اختلفوا هذه

²⁵ Op Cit Yahya Tanko p.55-60

الأصناف فبيعوا كيف شئتم، إذا كان يدا بيد"²⁶

“ Gold is exchanged fo gold, silver for silver, wheat for wheat, barley for barley, dates for dates, salt for salt unless they are exactly equivalent in amount and quality, and exchanged-delivered-on the spot.If these types differ then sell-and buy-as you wish if payment is made on the spot.”
Related by Muslim

- b- If the classes intersect should be the same: this can be in case of same class as, silver with silver, gold with gold, dollar with dollar, naira with naira, but must be equal without preference, as it was in the above hadith "equal with equal hand to hand"²⁷
- c--The contract (Bai'u) should be permanent. It means no conditional choice between or any of them, because it will not lead to permanent ownership or its completion, this can contradict one of its conditions (collection before separation). Nevertheless, choice to see or to witness is allowed because, each of the two will not affect the ownership of the object to be exchanged. In this category of trade time delay should not be applied, thus, time of conveyance is paramount, but if there is delay in delivering between the contracting parties or one of them the contract is null and void as it is illustrated in the above hadith, "hand to hand"²⁸
- iii- Exchange of produce with produce: This can best be explained as buying or selling of motor with another motor. With condition that money should be excluded in order to keep away from Bai'u Sarf (الصرف). One of them should not also give money to another in order not to be engaged in a real trade (Baiu). The exchange should not also be based on interest and each of them (contractors) must provide/present the real product to be exchanged.

²⁶Bukhari No211, Muslim No 1417

²⁷ Bukhari No211, Muslim No 1417

²⁸ Bukhari No211, Muslim No 1417

- iv- Exchange of money or product with services: This refers to "hiring". It is included in the general term of Bai'u and excluded in its technical meaning. Hire in its general meaning refers to exchange of services with money or product. These services can be shelter, motorcycle, or any legal work such as carpentry, building, and tailoring. Therefore, exchange of these human and machinery services with money or product is lawful when the conditions are completed²⁹

2- Trade based on the time of exchange of product with money/ equivalent: This type of trade is also sub-divided into four divisions:

- i. Bai'u Naqad (نقد): is a direct exchange of product with money during the contract, and it is the general opinion of jurists that the product and the money/equivalent should be subject to exchange at the time of the contract³⁰. Under this principle of Islamic law of contract the place of contract is important and significant due to the fact that the mutual consent of the contracting parties would be expressed in that venue.
- ii. Trade based on advance payment (السلم): this is the total submission of product with condition that payment would be in advance with the mutual consent of the contractors; time of payment should also be stated clearly. This kind of trade is lawful and legal, but Imam Ahmad bin Hambal is not in support of it to one who only trades in this kind. Ibn Qudamah said: advance payment in trade is lawful concenssively; it cannot only be supported to one who has no transaction rather than it. Imam Ahmad did not support it due to its closeness to interest, because the central goal of seller of this kind is likely looking for additional amount to the original price³¹
- iii. Bai'u Salam: literally, it is a kind of trade where payment is conducted in the time of contract and supply of the produce is deferred. While technically, is a trade of stipulated product that the seller expects at a stated time with identified kilogram, quality/quantity or its equivalent, though, there is uncertainty but it is legal due to condition and

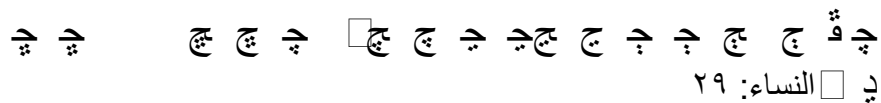
29 Mir Abdun Nur Hab al-lahi "Dhawabidu Thamani wa Tadbiqatuhu fi aqadi bai'I" P.192, Kunuzi Ishbiliyya 1426A.H/2015

30 Mir Abdun Nur Hab al-lahi "Dhawabidu Thamani wa Tadbiqatuhu fi aqadi bai'I" P.192, Kunuzi Ishbiliyya 1426A.H/2015, P.197

31 Op Cit Mir Abdun Nur Hab al-lahi, pp, 197

circumstantial need that may arise. Jurists named it "circumstantial trade" as imam Qurdabi stated it in his Qur'anic exegesis (Tafsirul Qurdabi) due to high need of the buyer and seller of the product, mainly when there is scarcity of product and also the seller is in high need of money to solve his basic needs (feed, clothe, shelter) or to take care of the product before rifting/completed, except those products that their eating/trading is prohibited (dog, pig or intoxicants)³²

This (salam) kind of transaction is permissible according to the holy Quran and Sunnah of the holy prophet (PBUH). Allah says;



‘o you who believe! if you contract a debt for a specified period , write it down’’³³

The Prophet (PBUH) says;

“Whoever pays in advance the price of a thing to be delivered later should pay it for a specified measure at specified weight for a specified period’’³⁴

The product of this kind of trade (*salam*) can be goods/services and cannot be gold, silver, or currencies. Bai’u *Salam* covers almost everything that is capable of being definitely described as to quantity/quality and workmanship.³⁵

Bai’u *Salam* is further subdivided into two: Bai’u *Salam* and parallel *Salam*, the second refers to an agreement that Islamic banks enter into two different contracts, in one of them, the bank is the buyer and in the second one the bank is the seller. Each one of these contracts must be independent of the other. They cannot tie up in a manner that the rights and obligations of one contract are dependant on the rights and obligations of the parallel contract. Each contract should not be contingent on the other. Parallel *Salam* is allowed with

32 Muhammad Bakar Ismaila “Alfiqhul Wadhih” Dar al-Manar P.10 1417 A.H/1997

33 *Quran* 2;282

34 *Athir Jazari vol.11 p.17*

35 Jaiz Bank Plc Annual report 2014, www.jaizbankplc.com

third party only. The seller in the first contract cannot be made purchaser in the parallel contract of *salam* because it will be a buy-back contract, which is not permissible in shari'ah. The following are conditions of Bai'u Salam:³⁶

- a. Should be on agricultural produce or any legal services.
 - b. Should be described with what is not gold/silver or currencies of its base.
 - c. Money/payment of the product should be in front of witnesses (people).
 - d. The product to be supplied in deferred time should be on expectation not at present, no Salam on present products/services.
 - e. Time should be stipulated.
 - f. It should be on agricultural produce or legal services that can be founded or done.
 - g. Should be on product that can be identified, amounted, weighted, quantified/qualified.³⁷
- iv. Trading debt with debt (بيع الدين بالدين) this is what jurists referred to commencing business debt with debt.³⁸ It is a kind of trade based on contract between two parties agreed to defer the supply and advance the payment of products to a stipulated time.³⁹ This kind of trade is not legal according to the unanimous opinions of Muslim jurists, Ibnul-Munzir said: *"they unanimously agreed that trade of debt with debt is not legal"*⁴⁰

3- Trade based on additional price to the stipulated and unstipulated price of the product: It is another category of trade and it is sub-divided in to nine different cartegories, they are as follows:

- i- *Bai'ual- Musawamah* (بيع المساومة): This refers to the trade that the price of the product is not identified, the formulation of this trade is based on bargain, the buyer will say: sale me this produce on ₦100 and the seller will answer to him, I will not sale it on this price

36 OP CIT Jaiz Bank www.jaizbankplc.com

37 Ibid www.jaizbankplc.com

38 Ibid www.jaizbankplc.com

39 <http://taimia.net/display-a-sp-or-Sheikh-Abdullahi-bn-Abdurrahman-attashih-fil-fiqh>.

40 khalid Muhammad Turbani ' *Bai'u al-dain ahkamuh wa Tadbikatuh al-Mu'asirah* Daru al-Bayan al-kutub al-Arabiyy p. 65 1422-200i

but you can add, until they arrived at the agreed price and sold it to him. Therefore, this kind of trade is lawful and legal.⁴¹

ii- Bai'u al- Muzayada(بيع المزايدة):This is when the owner of the product or his agent request somebody to buy his product and many arrived at the trade venue, if the price of the first body did not satisfied him another body can add on his price⁴² when he is clearly out of the transaction. However, this kind of trade is legal according to many jurists and based their ruling from the following Hadith:-

عن أنس بن مالك (رضي) "أن رجلا من الأنصار جاء إلى النبي (صلى) يسأله فقال: "أما في بيتك شيء؟" قال: "لى حلس، نلبس بعضه ونبسط بعضه، وقعب، نشرب فيه من الماء"، قال: "فأتني بهما" قال: فأتاه بهما، فأخذهما رسول الله (صلى) بيده وقال: "من يشتري هذين؟" قال رجل: "أنا أخذهما بدرهم" قال: "ومن يزيد على درهم؟" مرتين أو ثلاثا، قال رجل: أنا أخذهما بدرهمين...⁴³

Narrated bn Malik (RAA); A man of the Ansar came to the Prophet (PBUH) and begged from him. He (the Prophet) asked: Have you nothing in your house? He replied: Yes, a piece of cloth, a part of which we wear and a part of which we spread (on the ground) , and a wooden bowl from which we drink water. He said: Bring them to me. He then brought these articles to him and he (Prophet) took them in his hands and asked: Who will buy these? A man said. I shall buy them for one dirham. He said twice or thrice: Who will offer more than one dirham? A man said: I shall them for two dirhams. He gave these to him and took the two dirhams and, giving them to the Ansar, he said: Buy food with of them and hand it to your family, and buy an axe and bring it to me. He then brought it to him. The Messenger of Allah (PBUH) fixed a handle on it with his own hands and said, go gather firewood and sellit... "

iii- Profit Trading: Is another kind of trade where the seller expresses out the cost of the product to the buyer and demands additional amount to the original cost from him,

⁴¹op cit . yahya tanko p.67

⁴² op cit Yahya Tanko p 67

⁴³Abu Dawud Book of Zakkah No.1641

collectively (original cost of the product ₦20 and selling price ₦25) and separately (original price ₦20 and in every ₦10 there is ₦2 profit: selling price= 24)⁴⁴

iv- *Bai' ual-Murabaha* (بيع المrabحة): This is legal according to collective opinion of jurists excluding Malik who gives more emphases on *musawamah* (مساومة) due to long expression of the seller to the buyer on the product.⁴⁵

v- *Bai' ual- Tauliyya* (بيع التولية): This is another trade where the buyer identified the price of the product he brought without adding to or Lessing from the original price. For example: (the buyer bought the product at ₦20 and sold it at ₦20). The condition of this trade is subject to original price of the product and must be spelt out.⁴⁶

Vi- *Bai' ual-Wadhi' ah* (بيع الوضيفة): trading of product (buying or selling) lower than its original price, it can also mean a trading where the owner of the product spelt out the price of it lower than its original price, (original price= ₦50 and selling price= ₦40: lost = ₦10).⁴⁷

The above last three kinds of trade are based on the real expression of the original price of product by its owner , it is compulsory upon him to express its original price rightly, and only loyalist, and trust worthy merchant can do. Jurists also included another three kinds of trade that are inline with the above. These categories are;

- i. *Bai' ual- Ishtirak* (بيع الإشتراك): Buying or selling of some part of the product with some part of its amount. It can also mean taking some part of the product to the buyer on the same price with the first. It is like *tauliyya* but it is on part of the selling product not on all of it.⁴⁸
- ii. *Bai' u al-Munafasah* (بيع المنافسة): A kind of trade where the buyers displayed their buying products or advertized it for selling with clear and understandable picture

44Najatiy Muhammad Ilyas ‘ Bai’u al-muzayadah’ p.33, Dar al-Nafa’is 1424-2004

45Adurdiy Abu-Bakarat ‘ Hashiyat al- Dasuki’ vol.3 . P.159

46 op cit Yahya Tanko p. 68

47 Ibid p.68

48Ibid p. 69

of it. Sellers are rushing in proposing the product and sold it on lower price that they propose it.⁴⁹

- iii. *Bai'u al- Istirsal* (بيع الإسترسال): Is another kind of trade where the buyer said to the seller: “sell me as you are selling it to others” or the seller said to buyer: “buy from me as you are buying from others”. Or “sell me on market price” or today’s price, or on what that person sold, or expects or it’s nearest.⁵⁰

Normally, in *Bai'u al- Istirsal* the buyer trusts the seller, said to him: “I ignore the price of the product,” sell me as you sold it to others”, or on its normal price, or any expression related to. It can also happen that the seller ignores the quantity or quality of the product he want to sell, seller is needed to trust the buyer in its price /quality/ quantity, as he said: “I ignore the price/quality/ quantity of the product, buy it from me as you are buying from others”. This kind of trade depends upon the knowing of the price.

Al-Bai'u al- Mu'allaq (البيع المعلق): this is another kind of trade where the price of the product was displayed on adverts (billboard), the buyer stated that: “I bought this product with market price” therefore, this kind of trade depends also on checking its price in the market.⁵¹

4- Trade based on its validity/invalidity; is a kind of trade also sub-divided in to two namely:

i- Valid Trade (البيع الصحيح): It is a legal trade, in its origin and formation, it provides ownership before and after collection, though, in this buyer owns the product and the seller also possesses the material advantage. Whether not collected, most of books of jurisprudence defined authenticated trade as: “what is legitimate in its origin and formulation”⁵² (ماكان مشروعاً باصله ووصفه)

ii- Invalid Trade (البيع الفاس): This is a trade that failed to meet or differ in its conditions, pillars and formulation. Invalid trade to many jurists is a synonym to false trade.

49Yahya Tanko Trade and its Emerging Issues in the Light of Shari'ah and Jurisprudence, Ph D Thesis Department of Islamic Studies and Shari'ah Bayero University, Kano. 2012, pp 69

50Ibid p. 69

51 Ibid pp 69

52 Ibid pp 69

Invalid rituals (العبادات) are those rituals that have no origin and are also false worship. No distinction between the two is drawn by the jurists, and according to Hanafi school in rituals, invalid refers to false, but in socio-economic matters it differs from the majority, false to them is what differs in the instruction of the legal source in its origin and practice. While invalid is what differs from the instruction of the legal owner/source in its attribute not its origin. Therefore, false and invalid trade is the same to the majority of jurists, and what is not in the shari'ah is like what is not in reality. However, to Hanafi: false trade is what in its origin cannot be traced. Therefore, possession/ownership cannot be taken with it, even after diffusion of what makes it invalid, while invalid ownership can be taken after diffusion of what makes it, typical example of this is interest trade (بيع الربا), it is false to majority of jurists but to Hanafi is invalid, therefore, if the Interest is taken out/stopped the trade is lawful and also its origin.⁵³

5- Trade based on when it is obligatory or not obligatory upon the contractors or one of them: This is another kind of trade and sub divided into three, namely:

- i. Bai'u Nafithun Lazim (بيع نافذ لازم); is a kind of trade where its origin and practice is legal and the right of another is not connected with it, and no choice in it.
- ii. Bai'u Nafizin laisa Bilazim (بيع نافذ ليس بل لازم): This is when the right of another is not connected with it and there is choice in it.
- iii. Bai'u mauquf (بيع موقوف): This is when the right of another is connected with it, either the ownership of the product is to another or getting the right of another who is not the owner of the product in it. An example of this trade is "trade with an infant", technically, called infancy. Jurists are of the opinion that 'alsagir' i.e., minor with superior intellect posed a diminished legal competence. Therefore, the contract of the child is void even if he possesses intelligence it depends upon the ruling of his parent or guardian. And trade with someone who cannot differentiate, it is ruled by judge, and trade of product with one that has no sole

⁵³Aliyu Haidar 'Dharar al-hukkam' Sharh al-mujallat al-ahkam, 'Book of trade' p. 71(108) Dar al-kutub al-ilmiyyah, Beirut Lebanon

power on it depends upon the original owner of the product.⁵⁴ This kind of trade is legal and authentic according to Hanafi, Maliki and Hambali.⁵⁵

3.1.4 PILLARS OF TRADE AND THE CONDITIONS OF EACH

There are three pillars of trade namely: formation (offer and acceptance), the contractors (buyer and seller), and the product (subject matter). Therefore, each is banded by the following conditions: -

(a)-Formation (الصيغة): It can be perceived as construction of legal matter in form of future tense, and it can be called the picture of this so and so, means its nature that built it on.⁵⁶ While technically, formation means: “legal aspiration that leads to goals of contractors for scribing contract or devising it, this aspiration is called offer and acceptance”⁵⁷ It can also be described as “aspiration of legal goals of contractors; verbal expression, signing or scribing.

The legal aspirations that formulation is built on are composed in the definition of Hanafi and majority of jurists, they are as follows:

i- *Al-ijab* (offer): Abu Hanifah views offer as “*whatever aspiration comes from the seller, whether it comes first or last*”.

ii-Acceptance (القبول): Abu Hanifah also views acceptance as “*whatever aspiration comes from the buyer whether it comes first or last*”.⁵⁸

Furthermore, jurists unanimously agreed that every contract has a pillar but trade contract is built upon three basic pillars namely: formation, contractors and subject matter. But Abu Hanifa limits it to only formulation (الصيغة).

However, Nafrawiy (*Malikite*), jamalu (*shafiite*), Abul kasim Arraziyy (*Hambalite*), and also Abdul-Ganiyyi (*Hanafite*) all agreed that the pillars of trade are three except jamalu (*shafi'ite*) who said: “Its pillars as it is in majmu'u (المجموع) are three but it is six in its

⁵⁴ 1 Ibn al-manzur ‘ Lisan al-Arab (ص) Dar al-Ihya al-Turathat al-Arab

⁵⁵ Dr Ahmad A . Assanluriyy ‘ Nazariyyat al-Aqal p.30 no.78

⁵⁶ op cit Ashhubliyy vol.1 ,p.7-8 or www.shubliyy.com

⁵⁷ Ibid p.7-8

⁵⁸ op cit Ashhubliyy vol.1 ,p.7-8 or www.shubliyy.com

practical sense: contractors (buyer and seller), product (money/money worth), formation⁵⁹ or any sign in lieu of it.⁶⁰

Jurists differ in their perspectives to the word “pillar”. According to Hanafi School of law “pillar” means;

"والركن عند الحنفية هو مالا يتصور وجود الشيء بدونه، ويكون داخلا في ماهية ذلك الشيء وهذا هو الركن في التحقيق. ولكن عند الجمهور الركن: "هو مالا يتصور وجود الشيء إلا به، ولولم يكن داخل ذلك الشيء وُماهيته".⁶¹

“What without it cannot be obtained and should be in its meaning”.
This is in its practical sense, but majority of jurists perceived it (pillar) as *“what cannot be obtained unless through it, even if it is not in its meaning”*.

However, this is why jurists differ on the contractor and the product to be contracted on (الصيغة) and have common view in formulation (العقود والمعقود عليه). Majority of the jurists perceived ‘contractors’ and ‘product’ as pillars, because trade cannot be conducted without them, while *Hanifite* perceived them as conditions not pillars, because they are not in the trade.⁶²

Formation Conditions: from the above discussion we studied the meaning of formation ((الصيغة) in trade and trace out the perspective differences of jurists. However, they brought the following conditions:-

- i--Profound Meaning: the expression of offer and acceptance should be clearly expressed based on type of contract aimed at, because, it differs from one environment to the other.
- ii- Offer and Acceptance Should be Reciprocal: This means offer and acceptance should be conducted together in its complete phases, if the acceptance differs in time, this can

⁵⁹op cit Yahya Tanko p.72-73

⁶⁰ op cit Yahya Tanko p. 75

⁶¹ op cit Yahya Tanko p.75

⁶² Op cit Yahya Tanko p. 76

lead to termination of the contract for example: when A seller sold a product that is worth ₦1000 and the buyer collects ₦900, or hired taxi/cab at ₦100 and the hired man collects ₦90 instantly or to a stated time, the trade is not contracted well.⁶³

ii- Offer and Acceptance must be made at Contractual meeting places to be communicated together traditionally; it must be in one place. If they are present, or in a place where the third person is known.

iii- Buyer and sellers' goals should be connected: this is because, sign of offer and acceptance in a contract is paramount, and should be in a form free from doubt, contradiction, or inconsistency. Based on this, jurists ruled that promise to buy product is not a legal trade and, when conducted should not convey legal action on it. Most of sign in "formation" of trade is in past tense and present continuous in rare case. But inform of future tense is only when built and composed sign of acceptance as the buyer said: "I bought this at cost of dash from you" and the seller said: "I collect it".⁶⁴

Emerging issues that are connected with "formation of trade" are: hiring of taxi/cab or truck (بيع المعاطة), writing (الكتابة) and sign (الإشارة). the first is a practical contract based on free-consent of the contractors without expression of "offer and acceptance", this can be possible in trade and hiring of taxi/cab or truck. Nevertheless, jurists differ in its ruling base on the following opinions: -

i- Most of *Hanafite*, and *Hambalite* jurists agreed that hiring of taxi/cab/truck is a real trade based on the *Qur'anic* injunction.⁶⁵ And the verse is subject to the consent of the contractors clearly.

ii- However, people since the life time of the prophet (صلى) to date are engaging in such kind of trade. Nevertheless, shafite are on the opinion that hiring is not a real trade, because of its limited expressions to trade contract, and consent of contracting parties is abstract and no ground on it unless by expression through verbal, writing or sign, therefore, practice can be aimed at something else not contract.⁶⁶

63 Muhammad Amin Abidinah 'Raddu al-Mukhtar ala al-Din al-Mukhtar, Dr al-Fikr, vol. 1, pp.322-323, 1995

64 Op cit Yahya Tanko p. 78

65 Quran 4:24

66 op cit Yahya Tanko p.78

The authentic ruling to this issue is, the first ruling of three different schools of thought (*MalikiteHanafite* and *Hanbalite*) due to their sources and the nature of trade conducted during the life time of the prophet (PBUH) is based on expression of “offer and acceptance” unlike this present time for its diversified nature. Therefore, hiring taxi/cab/truck can stand in place of it and other acceptable expressions based on the consent of the contractors.⁶⁷

However, “Verbal expression” is not a guarantee to explain the aim/goal of the contractors as it was in the issue of hiring, but as an origin to explanation and other conditional and unconditional can also be included in place of it. In this light, jurists confirmed that any of the (3) can stand on verbal expression as “offer and acceptance” they are: scribing and signing of offer and acceptance to/from person with hearing defect, and also hiring of riding materials; The issue of hiring has been discussed in details in the previous segment. Therefore, scribing is also legitimate to those who are not present are equal before the present once, “scribe and expression are alike”. "الكتابة كالنطق".

The condition in scribing the “offer and acceptance” it must be readable, clear and written in an accepted language and on readable materials, (paper, plash, plate), not on air or water, and it must be in understandable language of the environment or can be retried, the writing must be direct and precise to the subject matter.⁶⁸

3-Ishara(sig/gesticulation) is only valid method of expressing an offer and acceptance if the parties are deaf and dumb. Where it is found that they can read and write then offer and acceptance should be communicated through writing.

In the opinion of Maliki Jurists, *isharah* operates to all parties regardless of their disability. They added that the wisdom behind *ishara* is only to take care of language barrier that may exist between the contracting parties. Therefore, *maliki* jurists are of the opinion that the known *ishara* of deaf and dumb person could be used for contract formation.

Jurists unanimously agreed that signing of person with hearing defect stands as his verbal expression in “offer & acceptance” if he is not capable of writing. It is obtained from “journal of *shari'ah* ruling” a legal maxim says: “clear sign of person with hearing and

⁶⁷op cit Yahya Tanko p.78-79

⁶⁸ Mustafah Ahmad Azzurqa'iy, ‘Al-Mudkhal al-Fiqhi al-Am, vol.i p p. 326-327, Dar al-Fikr 1967-1968

writing defects is like a verbal expression”, but when he is capable of expression, Jurists are of the following opinions:

Imam Shafi’i, Ahmad bn Hambal are of the opinion that use of sign is only valid for deaf and dumb. They also maintained that if they (deaf and dumb) can read and write the offer and acceptance should be communicated to them through writing.

Imam Malik unilaterally, accepted contract formation on the basis of *ishara* without any stipulation or condition but he added that the *ishara* must be clear and understood. Imam Malik relied on:⁶⁹ *Hambalite* and *shafi’ite* said: his sign will be considered, sign is not worthy if there is reality, and would not be leaned to it unless on condition. Nevertheless, *malikite* and *Hambalite* said: “clear sign of” “offer and acceptance” “from the capable of verbal expression in contract is legal.”⁷⁰

However, the authentic ruling is that of *Malikite* and *Hambalite*, to them condition in “formation of contract” is clear sign of consent by the contractors. Clear sign is enough to this, if the condition is warranted, and hiring of taxicab is our modern custom, clear sign of consent of the contractors when there is no alternative is also accepted. The origin of whatever socio-economic activity is legal unless there is an injunction that clearly prohibited it.⁷¹

"الأصل في المعاملات الإباحة ما لم يصدر نص دال على النهي".⁷²

3.2 IMPORTANCE OF FOOD AND THE PERMISSIBILITY OF ITS TRADING IN ISLAM

Food in Arabic means (الطعام), it composed both eatable and drinkable materials. Food means things that are eaten like grains, dates and meat on the judgment of food, Qur'an says:

69 Quran 19:10

70 Al-jaza'iriy The Approach of the Muslim, Eng-Arab Text translated by Ayman Muhammad M. Muhammad, Dar al-Kutub al-Ilmiyyah, pp.352 2012-1433 A.H

71 Al-jaza'iriy The Approach of the Muslim, Eng-Arab Text translated by Ayman Muhammad M. Muhammad, Dar al-Kutub al-Ilmiyyah, pp.352 2012-1433 A.H

72 Op cit yahya Tanko p. 60

However there are things detested by virtue of the saying of the messenger, may Allah bless him and grant him salvation.

h- Tamed donkeys and mules by analogy with tamed donkey: according to Jabeer, may Allah be pleased with him, as saying:

i- *“The messenger of Allah (peace be upon him) ordered us, in Khaibar, not to eat the meat of tamed donkeys, and permit to eat the meat of horses”*⁷⁸

j- Mules by analogy with tamed donkeys, its judgment of being forbidden is in the glorious Qur'an where Allah the exalted said:

k- *چ ن ت ت ت ت ت النحل: ٨*

*“And (He created) horses, mules, and donkeys, for you to ride”*⁷⁹

This is an evidence stating that eating the meat of mules is detested, and also meat of horses.

l- Animals with fang such as lions, tigers, bears, leopards, elephants, wolves, dogs, foxes, esquire and other have fangs by which they can kill are forbidden to be eaten, likewise birds that have claws, like eagles, falcons, bows, and others that can hunt by claws. Ibn Abbas (may Allah be pleased with them) said:

“The messenger of Allah (pbuh), ordered us not to eat any wild animal with fang and bird with claws”.⁸⁰

They shall not be eaten until they are kept away of dirtiness for days until their meat becomes clean, and their milk shall not be drunk, until they are kept away of dirtiness for days, until their milk becomes clean.

Furthermore, things forbidden by virtue of preventing damage to health are:

a- Poison, generally, if it is proven.⁸¹

b- Earth, wet earth, rocks, and coal, to be eaten but useful somewhere else.

78 Muslim

79 Quran 16:8

80 Tirmizi and others it is good hadith

81 Abu Dawud it is origin in Bukhari

c- Waste of people, it attracts insects and causes diseases and damage to the body. However, things forbidden by virtue of refraining from impurities are:

a- Any kind of food or drink that mixed with impurities. According to the messenger of Allah (PBUH) as saying:

“If a mouse falls into butter, if the butter is hard, throw out the mouse and the area around it and eat the rest. But if the butter is liquid never come near to it”.⁸²

b- Any originally impure like dung, based on Allah’s saying:

*“And prohibits them from what is based (and impure)”*⁸³

Note that, forbidden things are legitimized for the forced in case of hard famine, and when afraid of dying except poison. Even the forbidden foods are some one’s food, or dead animal, or the meat of pig, or other aforementioned forbidden things, but should not exceed legal amount, and shall also detest it and not enjoy it. According to *Qur’an* injunction;

*“But if any is forced by hunger, with no inclination to transgression”*⁸⁴

2- Drinks: is that any kind of liquid that can be drunk. Drinks are legitimate like foods according to *Qur’an* injunction.

*“It is He who hath created for you all things that are on earth”*⁸⁵

Except for things excluded by virtue of evidence such as:

m- Wine, intoxicants (liquid or alcoholic) according to Allah’s saying:

*“Intoxicant and gambling (dedicating) stones and (divination) arrows are an abomination, of Satan’s hand work: eschews such (abomination)”*⁸⁶

82 *Quran* 7:157

83 *Quran* 7:157

84 *Quran* 5:3

85 *Quran* 2:29

The messenger of Allah (PBUH) also says;

“Allah cursed wine: those who drink it, those who pour it, those who sell it, those who buy it, to whom it is carried, and those get money out of it”⁸⁷. And he further said in another “any intoxicating material is wine, and any wine is illegal”⁸⁸.

n- The juice of the blended flowers and dates or blended dried grapes and dates in one pot with water poured upon them until it becomes sugary drink, based on the saying of the prophet (PBUH):

“Do not leave the flower and dates at all” and do not leave dried Grapes and dates at all but leave them when they are blended”⁸⁹

o- Urine, gases and alike are all impurities and are illegitimate, smoking (drinks) like tobacco, cannabis, shisha, all these are bad to human body, some of it are intoxicating while some have bad smell (hurting), anything like this is illegitimate in Islamic law.

Note: the above forbidden foods, drinks, intoxicants, are legitimized for the forced as Allah says in the Glorious Qur'an;

“Except under compulsion of necessity”⁹⁰

However, whatever things legitimized by law therefore, its trading is legitimate, and whatever thing forbidden it's eating or trading is also forbidden.

According to the Islamic organization for food security, food means;

⁸⁶Quran5: 90

⁸⁷Muslim

⁹⁰ Muslim

⁸⁹Bukhari and Muslim

⁹⁰Quran6:119

“Any substance, whether processed, semi processed or, raw, which is intended for human consumption.”⁹¹

However, there is enough food in the world to feed everyone and no scientific breakthroughs are needed. Today’s knowledge, tools and policies, combined with will, can solve our problems; this is originated from the *Qur’anic* verse:

“It is He who created for you all of that which is on the earth”⁹²

Therefore, the great challenge is on food management/wastage, as it has been discovered that:

“One third of all food produced (1.3 billion tons) is never consumed. This food wastage represents a missed opportunity to improve global food security in a world where one in ten is hungry. Producing this food also adds 3.3 billion tons of greenhouse gases to the atmosphere, with consequences for the climate and, ultimately, for food production”⁹³ (WAP,2016).

Food on the other hand is divine succor for which man should appreciate through sincere worship and servitude to Allah. The *Qur’an* says:

“Let them adore the lord of this house, the ka’abah. Who provides them with food against hunger and with security against fear (of danger)”⁹⁴

Eating and drinking are obligatory assignment upon every living thing plant by photosynthesis and animal, human being by direct consumption. This is supported by *Qur’an’s* command;

91 Islamic organization for food security (2013), *Article 1 No. 12*

92. *Quran* 2:29

93 Op cit Islamic organization for food security (2013)

94 *Quran* 106:3-4

“Or mankind, eat from whatever is on earth (that is) lawful and good and do not follow the outsteps of Satan...”⁹⁵

“O you who believe eat of the good thing where with we have provided you...”⁹⁶

However, Abu Huraira, (may Allah be satisfied with him) narrated, “the messenger of Allah (PBUH) said:

Almighty Allah is good and accepts only that which is good. Allah has commanded the believers to do that which he commanded the messengers, Almighty Allah says: “O you messengers! Eat of the good things, and do right...” he also says: “O you messengers! Eat of the good things, where with we have provided you...”⁹⁷

Therefore, Islam stated clearly the morals of eating and drinking, some of these morals are before, during and after eating and drinking. The following are some morals of eating and drinking before starting:

To mention the name of Allah, to end with praise be to Allah, to eat with three fingers of the right hand, to chew and lick up bowl before washing it, to pick up mouthful fallen on earth then eat it again, not to blow a hot food or drink, not to eat one's fill, the older should take food and distribute it, and start from the right-hand.⁹⁸

Among the morals after eating are: not to eat one's fill, imitating the messenger of Allah (SWT), protects you from digestive disorders that may hurt you and gluttony that may decrease your ability to think. To lick his fingers than wipe or wash them, to pick up what may fall of mouthful during eating and thank Allah for his favors, wash your teeth and rinse out the mouth, and at the end you said: “O Allah! Bless what you have provided and provide us with much of it”.⁹⁹

Albeit, Foodstuff trading is permissible based on *Qur'an*, *Sunnah* and the consensus of Muslim Jurists, it has been discussed in the previous chapter that trade composes three different activities viz production, distribution and preservation of food. *Qur'an* exhorts individual, community and

⁹⁵*Quran* 23:51

⁹⁶*Quran* 2:172)

⁹⁷ Annawi's Fourty Hadiths, translated by Muhammad M. Abdulfatah, Dar al-Manar, p.28-29, 2009

⁹⁸Op cit Aljaza'eriyy p.188

⁹⁹Ibid

"ابتعت زيتا في السوق، فلما استوجبتني لقيني رجل فأعطاني به رجحا حسنا فأردت أن أضرب على يد الرجل، فأخذ رجل خلفي بذرائي، فألتفت فإذا هو زيد بن ثابت، فقال: لا تبعه حتى تحوزه على رحلك. فإن رسول الله (صلى) نهى أن تباع السلع حيث تبتاع. حتى تحوزها التجار إلى...¹⁰⁷

Ibn Umar (RAA) narrated, 'I bought some oil from the market and when I came to take it, I made a man who offered me a good profit (i.e. wanted to buy it from me). When I was about to accept the deal, a caught hold of my arm from behind, I turned around to find that the man was Zaid bin Thabit.' He said to me, Do not sell it where you have bought it, (but wait) it is in your possession, as the messenger of Allah (PBUH) prohibited that goods are sold, until the trader takes possession of them. ' Related by Ahmad and Abu Dawud and the wording is his. Ibn Hibban and al-Hakim graded it as-Sahih

Therefore, the authenticated definition of market from the Qur'an and *Sunnah* is the same with its meaning literally,

*"a place where people are buying and selling" while technically "compliance and proper application of market activities based on the doctrine that Islam provided"*¹⁰⁸

Ibn Hajar also defines market as

*A common name of any place that economic activities take place between those that can afford it, it is not restricted to place defined as market but whatever place that buying and selling are conducted there.*¹⁰⁹

107 Al-Athqalani 'Bulug al-Murami', p.141 Dar al-Fikr 1998/1418 p.

Muhammad Sabaru Haruna 'Ahkam al-Mu'amalat al-Maliyyah', Dar al-Nafa'is, p. 14

108 Op cit Yahya Tanko p. 63

109 Al-Athqalani 'Fat al-Bari', vol.4, p.431

Market based on Islamic economist perspectives means,

*An act of communication or dissemination of agreement between buyers and sellers or through electronic devices and place is not a condition.*¹¹⁰

However, from the marketers' perspective, market means;

*"A place where different types of products are taken to for exchange/buying and selling"*¹¹¹

It therefore, means;

*"a place where transfer of possession of any product is done".
Many steps should be completed in marketing process such as:
warehouse, agents, transfer, and distribution."*¹¹²

"Trade" and "Market" are two related words that each defines from different perspectives, market which can and cannot be a place where buying and selling are done, information are disseminated through electronic devices on trade issues to simplify meeting together of buyers and sellers. Therefore, whatever definition is given to market must be connected with economic activity taking place there. Dawanau International Grain Market like other markets has organizational structure of marketing actors considered as distribution channels for trade and market integration.

¹¹⁰Hussain Umar ''Al-mausu'at al-Iqtisadiyyah',' Dar al-Fikr, p. 263

¹¹¹Op cit. Yahya Tanko p.

¹¹²Hussain Umar ''Al-mausu'at al-Iqtisadiyyah',' Dar al-Fikr, p. 263

CHAPTER FOUR

CURRENT PRACTICES IN DAWANAU INTERNATIONAL GRAIN MARKET AND THE WAY FORWARD FROM SHARI'AH PERSPECTIVE

The chapter is designed to explore the Historical Background of Dawanau International Grain Market Kano, Geographical Entity, Size, Physical Structure, and Establishment of the Market, Nature and the Chain of Foodstuff Distribution in the Market and the definition of terms used.

4.1 Historical Background of Dawanau International Grain Market

Going by the dictates of its Glorious Book and the teachings and legacies of its conveyance to mankind, Islam is a united and unifying faith. The Designer of the faith has put in place, from the various parts of Islam, a mechanism for the creation and retention of natural and true unity among adherents to the faith.

Islam calls the attention of the entire Muslims to trade and it forbids interest, Allah destroys interest and gives increase for charities and does not like every sinning disbeliever. Trade is the core means of contact between various tribes. It is widely speculated that inter-tribal exchange of commodities began at a very early age, thus characterized the relationship between African communities. Improvement on interaction through trade as recorded is the major link after the introduction of Islam,

Prior to the time of the penetration of Islam into Nigeria, there existed trans-*saharan* trade routes linking North Africa and Hausa land. These trade routes are: The route from Tripoli linking Fezzan, Kavar and terminated in Borno, while the second directly connected Tunis to Kano. The last route is from Morocco which branched into two, one connects Sijilmasa, Tagaza and Timbuktu. The other passes through Audagast and Timbuktu. From Timbuktu both are linked with Kano. This results Kano to become one of the oldest centers of commercial activities and meeting point of Islamic religion for a very long time.¹¹³

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However, Islam became prominent in Kano and Hausa Land in general during the fourteenth century king Ali Yaji *DanTsamiya* (1349-1385CE). Furthermore, commercial activities in Kano received its first encouragement with the establishment of Kurmi market (15th century) by the emir of Kano Muhammad Rumfa. It became a leading commercial centre in the Sudanic Africa and about (500,000) tons of groundnut and cotton were produced, and served as the main source of foreign exchange and government revenue.¹¹⁴

The geographical entity known as ‘Nigeria’ lies between latitude 4° N and 14°N, It covers an area of about 356,699 square miles or 923,768 square kilometers. It is bounded in the North by the Sahara Desert in the south by the Gulf of Guinea, in the west by Benin Republic and in the east by the Cameroon Mountains. While Kano is located between longitude 8° 25’E to 8°40’E and latitude 11°54’N to 12°06’N. Dawanau market is located between latitude 12°6’6N and longitude 8°26,3’E.

However, Dawanau food stuff market is a specialized, international urban and regional bulking market located at Dawanau town opposite psychiatric hospital along Katsina road in Dawakin Tofa local government area of Kano state. It shares borders with Bichi local government in the North, Fagge local government in the south, Tofa in the west and Ungogo in the east.¹¹⁵

The organized foodstuff market is a commercial hub of grains and seeds trading across the world. It was started by Alhaji Uba Ahmed in 1985 after he lost forty shops of grains in a fire incident at the *Sabon-Gari* market. It started with fifty traders, but at present it has about 600 trades with almost 20,000 shops and several warehouses. It has about eleven different food stuff sections/departments and transportation section.¹¹⁶

Alhaji Ahmed Uba is one among the pioneers of Dawanau International Grain Market. The nonagenarian and the then Sarkin Kasuwa of the market (Head of the market) and also chairman of the grain seller’s association in Kano. It is the largest grain market in Africa and it serves not

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115 Interview with Alh. Uba Ahmad (60) former sole administrator of Dawanau Market Development Association at his office on 17/11/2017 by 10:00 am

118 Interview with Alhajji Uba Ahmed (60) at his market office on 17/11/2017 by 11:00 am

only Kano or Nigeria economy but also beyond¹¹⁷ Dawanau international grains market was founded sometimes in 1983, as a result of fire disaster that initially occurred at Rimi Market Kano. The market was successfully constructed around May 1985 during the administration of late Bashir Garko (a sole administrator of Dawakin Tofa Local Government) and Hamza Abdullahi (military administrator of Kano state). Since then business started flourishing in the market rapidly, because it is patronized by both local and foreign customers from Asia, Africa, Europe, America, Arabia and others to buy sesame seed, Hibiscus flower, Moringa leaf, cassia tora, ginger, chili pepper, turmeric and other grains.¹¹⁸

Grains and other items are brought here from Maiduguri, Bauchi, Jigawa, Niger, Kogi Plateau, Nassarawa, Zamfara and Katsina. While neighboring countries like Niger and Cameroon bring coffee, beans and other items to the market and also on daily basis take other products from here back to their respective areas. The market is divided into two parts, the first section is for retail sales, while the second section is for whole sales. Scale and Mud are used in selling grains, seeds and other items. A bag of grains/seeds is 100 kilos, 10 bags of grains/seeds is one ton which is 1,000 kilos, a trailer load of grains/seeds is 600 bags which is equal to 60 tons of grains/seeds.¹¹⁹ However, from the colonial time to date, there have been two levels in commercial hierarchy of the metropolis, at the apex, there are three commercial units: the Kurmi, the Sabongari market and Central Business District (CBD). While at the lower level are four all-purpose markets (Wanbai Rimi, Tarauni and Gama) and six specialized markets (Kwari, Kofar Ruwa, Yan Kaba, Kwanar Singa, Dawanau market and Yan Lemo). The specialized markets for agricultural food production came into being in the post-colonial time. Before they were part of all-purpose markets,¹²⁰

The organizational structure (leadership) came from different communities and societies within the markets for better promotion and protection of the interest of its clients. Later, State Ministry of Commerce Industries and Cooperative Societies changed its name from Dawanau Foodstuff

¹¹⁹ Profile of Dawanau International Grain Market traders' Association (2014) – Email: dawanaumarket@gmail.com

¹²⁰ Interview with Alhaji Uba Ahmad Former Sole Administrator of Dawanau Market Development Association at his office on 2/07/2018 at 11:00pm

¹²¹ Interview with Alhaji Uba Ahmed (60) at his market office on 11/07/2017 by 12:00 pm

¹²⁰ Falola 2002:146; Liman and Adamu, 2003:165-166

Market to “Dawanau International Grain Market, Kano, and its association named “Dawanau International Grains Market Traders Association” (D.I.G.M.T.A) with registration number BN236150 under Cooperative Affairs Commission (C.A.C).¹²¹

The Market comprises many sections, ware houses, companies, machines (cleaning, loading & uploading, weight bridge) owned by both domestic & foreign traders (85:15%) with cleaning capacity of (65% Agricultural commodities at 100% level, 30% at 90% level while 5% at 85 level of cleanness). The machines were used for cleaning sesame seeds, Hibiscus flower ginger, Arabic gum, Sorghum, Cassia Tora, Groundnut and many more. About 203 small scales were registered in the markets, 50 has weighting capacity of 1000 kilo (Tone) per load, 140 of 500 kilos while 13 of 100 kilos.¹²²

4.2 Economic Importance of Dawanau International Grain Market

Dawanau market becomes one of the highest income generating Institution for individuals, community, government and non-governmental organizations. The economic importance of Dawanau food stuff market to individual has gone beyond the solving problem of daily needs of people at local or state level but to the level of reducing the rate of unemployment. This is because; a significant number of people that are about 40,000 are working in the market daily. These include merchants, agents and their sales boys and laborers, wholesalers and retailers. Above these, many hawkers are coming from different villages both male and female, youth and old.¹²³

Collaboration between Dawanau International Grain Market Traders Association with Market Information Systems and Traders Organization of West Africa (MISTOWA) enable changed the market nature itself and enhanced the socio-economic level of the entire community of Dawanau area of Dawakin-Tofa local government, via improved business relationships among members and the outside world. Myriad of opportunities followed the strengthening of the system.¹²⁴

121 Profile of Dawanau International Grain Market traders' Association (2014) – Email: dawanaumarket@gmail.com

122 Daily Trust by Isma'il Adebayo Kano 10th 4, 2016, 5:00 am

125 Daily Trust by Isma'il Adebayo Kano 10th 4, 2016, 5:00 am

126 Daily Trust by Isma'il Adebayo Kano 10th 4, 2016, 5:00 am

The MISTOWA project (Net Work of Regional Market Information System and Traders Organizations of West Africa/USAID) supported the center and trained over 400 TOS/POS in data collection and dissemination. MISTOWA recently established an Agribusiness information point (ABIP). Before MISTOWA's involvement, the market was neither officially managed nor organized. The market's trade capacity was not grossly underestimated, it exports 5,100 ton of grain per day to various West African countries, but the rate of exports rose to an average of 9,890 tons per day due to MISTOWA'S involvement/intervention.¹²⁵

Dawanau International Grain Market Traders Association (DIGMTA) benefited from IFDC-MISTOWA'S equipment grant program which led to rapid improvement in communications, data collection, and general information resources in the market. These provide to the DIGMTA a tremendous support in trader development and other trade opportunities for Dawanau Market. It also resulted to the rapid boosting of the market's day-to-day business activities and the development of the POS/TOS whereby many influential people in the agricultural manufacturing and international traders are setting up businesses in the market within and outside the nation.¹²⁶

MISTOWA's achievement and assisted training programs in Dawanau market are numerous, but the following are some of it;

- i. Increased DIGMTA membership and regional trade in Dawanau market
- ii. Increased DIGMTA revenue generation via exporting above to 10,200 tones and various commodities every day to different countries around the world.
- iii. Many organizations collaborate with DIGMTA to achieve their respective goals and also received offers daily from different countries.
- iv. The DIGMTA was recognized and choosen as one of the clearing house for the disbursement of the 50 billion federal government loans to farmers. (2016).
- v. DIGMTA and its members recorded trade deals worth three million dollars as a result of MISTOWA intervention in the Dawanau market.

127 Daily Trust by Isma'il Adebayo Kano 10th 4, 2016, 5;00 am

128Daily Trust by Isma'il Adebayo Kano 10th 4, 2016, 5;00 am

- vi. DIGMTA interaction with partner and government institutions are leading to impressive relationships within the countries in Africa and its position in the agricultural sector goes beyond buying and selling; it participates in a high powered Committee set up by Federal Government and numerous research institutions.¹²⁷

Dawanau foodstuffs market is not only serving the state's economy, but beyond. From there, they exported to other countries. Most of the agro-allied produce that are being exported out of Nigeria are from different villages and towns of various states in the country to Dawanau Market, then taken to seaports for export. However, other goods were taken to different stations by road to as per as the central African Republic, South Africa, Libya, Chad, Togo, Cameroon and other countries in Africa.¹²⁸

There is almost all kind of transportation in Dawanau International Grain Market loading to everywhere in Nigeria and, West, East and North African countries for export and linkage services. Transportation serves as one of the major means of generating revenue to the market, therefore, the table below shows prices per truck to some destination within and outside as at 10th June 2015.

(A)Dawanau International Grain Market Mode of Transportation, Prices Par Truck to Different Destinations (2015-16)

S/N	ORIGIN	DESTINATION	AMOUNT
1	Kano	Maradi	N150,000 (+ or -)
2	Kano	Damagaram	N150,000 (+ or -)
3	Kano	Diffa	N400,000 (+ or -)
4	Kano	Agadas	N450,000 (+ or -)
5	Kano	Arlit	N600,000 (+ or -)
6	Kano	Niamey	N500,000 (+ or -)

¹²⁹Daily Trust by Isma'il Adebayo Kano 10th 4, 2016, 5;00 am

¹³⁰ Daily Trust by Isma'il Adebayo Kano 10th 4, 2016, 5;00 am

(B) To Major Nigerian Political Zones

1	Kano	South West	Negotiation
2	Kano	South East	Negotiation
3	Kano	South-South	Negotiation
4	Kano	North East	Negotiation
5	Kano	North West	Negotiation
6	Kano	North Central	Negotiation

(C) To Some West African countries

1	Kano	Burkina Faso	N600,000 (+ or -)
2	Kano	Bamako (Mali)	N900,000 (+ or -)
3	Kano	Dakar (Senegal)	N550,000 (+ or -)
4	Kano	Gambia	N2,000,000 (+ or -)
5	Kano	Semelion (Ghana)	N2,300,000 (+ or -)
6	Kano	Ghana	N175,000 (+ or -)
7	Kano	Benin	N145,000 (+ or -)
8	Kano	Morocco	Negotiation
9	Kano	Libya	Negotiation
10	Kano	Chad	Negotiation

Sources: Profile of Dawanau International Gra

There are at least nineteen companies that are buying, drying and cleaning agricultural produce from Dawanau International Grain Market for exportation, almost daily. The companies are subdivided into two, companies that buy and process and that sale process commodities and supply another in the market.¹²⁹

The commodity buyers companies in Dawanau Intonation Grain market as at 2014 comprise of Olam Nigerian Limited,ETC Nigeria limited, Maviga Nigeria limited, High Trade Nig. Limited, A.I.S Trade Nig. Limited, Valancy Nigeria limited, Mathmer Nigeria limited, Soaking Nigeria limited, Kash ford Nigeria limited, Wacot Nigeria limited, Tan Agro Nigeria limited, Broad Grain Nig. Limited, Shen-Zing Nig. Limited, Hakan Agro Nigeria limited, 3f Nigeria Nig.

¹²⁹ Profile of Dawanau International Grain Market Traders Association (2014)

Limited, Maram Global limited, First grace farm, Nigeria comm. Exchange , Afex Nigeria Exchange.¹³⁰

However, product sellers, processors and supplies companies in the market are about sixteen (16) which comprises Mai Kalwa Global concept, Zeenab Synergy Gen. Enterprises, Brothers Network Investment, Yally General Enterprises, Blue point Agri, Mailo Agric. Investment, Ibrahim YY Dawanau and sons, K.T Agric Trading, Excel AimenSim Limited, (ABC) Agric. Business concept, Muhammad Baba com, NAS Agric Trading com, Ma'aruf Agric. Investment, Dan Goggo Investment , Maikano Foods Enterprises , A.A Hibiscus Venture Ltd.¹³¹

Estimated Annual market turn-over of some commodities in Dawanau International

Grain Market (2014/2015)

S/N	COMMODITIES	AMOUNT	TONE
1	Sesame seeds	200,000	MT3
2	White beans	140,000	MT3
3	Red beans	035,000	MT3
4	Garri	064,800	MT3
5	Cassava	050,400	MT3
6	Millet	121,500	MT3
7	White sorghum	023,430	MT3
8	Yellow sorghum	064,200	MT3
9	Maize	086,690	MT3
10	Local rice	012,050	MT3
11	Yam	009,620	MT3
12	Soya Beans	008,650	MT3
13	Chile pepper	006,360	MT3
14	Ground Nut	003,921	MT3
15	Hibiscus Flower	004,210	MT3
16	Ginger	000,731	MT3
17	Chicken	N.A	N.A
18	Sugar-Cane	N.A	N.A

¹³⁰Profile of Dawanau International Grain Market Traders Association (2014)

¹³³Profile of Dawanau International Grain Market Traders Association (2014)

19	Animal Feeds	N.A	N.A
20	New empty bags	N.A	N.A
21	Old empty bags	N.A	N.A
	TOTAL	861,562	48mt3

Source: profile of Dawanau International Grain Market Traders Association Email: dawanaumarket@gmail.com

The annual estimate of marketing turnover of commodities in Dawanau International Grain Market shows a great sign of expected revenue and tax imposed on traders, marketers, companies, financial institutions and filling stations that surrounded the market. In addition, a standard abattoir was constructed with modern facilities, it is owned by Sarkin Fawar Nigeria Alh. Dangwani. Among its economic importance it buys and sales live and slaughtered animals such as cow, sheep and goats.¹³²

However, Dawanau Tax station is a newly office institutionalized around March 2017 for the purpose of control, alignment and restruction of tax issues by Kano State International Revenue Services (KIRS). Through newly introduced E-ticket for proper collection of tax and accountability, tax as a compulsory levy is enforced by government on an individual, family, community, companies and small scale business organization, goods and services. Therefore, the compilation of tax in Dawanau international grain market is based on progressive tax system where an individual is entitled to Consolidated Relief Allowance (CRA) of 200,000 or 1% of gross income, whatever is higher plus 20% of gross income. The rate of tax ranges from 7% to 24% depending on the amount of chargeable income, under the Tax Payers Education and Enlighten Team (TEET). For the purpose of enlightening the tax payers on how to settle their tax via designated banks. As a result of this there are approximately 3000 tax payers in the market and the level of their compliance is good due to bank accessibility in the market.¹³³

4.3 TYPES OF FOODSTUFF SOLD IN DAWANAU INTERNATIONAL GRAIN MARKET AND THEIR SOURCES.

¹³²Profile of Dawanau International Grain Market Traders Association (2014)

¹³⁵Interview with Hassan Ibrahim Area Manager Dawanau Tax Station, Kano State Internal Revenue Services in his office on 22/11/2017 , 4:00pm

In Dawanau foodstuff market agricultural produce are available throughout the year. The products include maize, millet, beans, groundnut, rice, wheat, yam, animals/meat, cassava and its product (rogo), Bennie seed, red sorrel (hibiscus flower) and Moringa. All these agricultural produce are available always but each has a period when demand and supply is high.

Maize: the varieties of maize are two white (*Fari*) and red (*Ja*) all the two are supplied at the beginning and end of the year, the first is supplied from Katsina and Jigawa states while the latter is from Kogi and Katsina states.

Millet: it is of two varieties: *Gero* and *Maiwa*. *Gero* is darker in color and is planted and harvested relatively earlier than *Maiwa*. It is supplied in large quantities during the wet season, and is more supplied towns are from the northeastern Nigeria while *Maiwa* is harvested later and supplied more at the beginning of the year from Bauchi state.¹³⁴

Beans: two varieties could only be founded at any time, but each is available in a particular period. The early variety is smaller and supplied in the wet season (August-September) from Kano and Katsina states. Thus, the late variety is supplied in the dry season from Gombe, Niger, Katsina states. while, the late variety is supplied in the dry season from Gombe, Niger, Katsina, Niger republic, Chad and Cameroon.

Groundnut: is of three varieties home variety (*Bahaushiya*), *YanDakala* and *MaiBargo*. The first has two main periods of supply end of the year and first half of the year while the second is supplied from the middle belt of Nigeria before end of the wet season. Then the third one called (*MaiBargo*) is supplied in the first half of the year and around October to December from Cameroon.

Rice: rice has four different varieties, all supplied at the end of the year, Wita (a long variety) mainly from Kura, Tudun Wada and Doguwa, Dawakin Tofa and Bagwai Local government areas and also supplied short variety while Das or Zaria variety (*YarDas*) and *Yar* Thailand (up land rice) from Rogo Local government Kano State.

Wheat: Wheat is of two types, indigenous (Dry season) variety, supplied from Kura, DawakinTofa, Bagwai in Kano state and some part of Jigawa state. While the second variety is foreign, wet season type, supplied from Ghana and Benin Republic at the end of Wet season.

¹³⁴Gambo Bello "Spatio Temporal Analysis of the Structure of Specialized Agricultural Food-Marketing in Kano Metropolis Nigeria" Phd thesis FE/s. Bayero University Kano (2012)

Cassava and its products: grinded and un-grinded type, the first is called *Alebo* while the latter is *Kura-Kura* and also *Gari (Kwaki)*. All these varieties are supplied from the southern part of the country throughout the year but higher at the first half of the year.

Bennie Seed: Is of three types viz: the Cameroon variety (*Dankamaru*), it is whiter and supplied from Maiduguri and Cameroon, the Jigawa variety (Dan Jigawa), it is also white, while the Dan Lafiya variety is from Lafiya (Nassarawa state). All these types are mainly supplied in January to July and also the quarter of the year.

Red Sorrel: It is locally called *Soborodo*, which is of two varieties: Dark red and light red types, all supplied in February to April from Jigawa, Katsina and some part of Kano state.

Sesame Seeds: is another cash crop, produced all over Northern Nigeria and some part of Niger Republic, Cameroon and Chad, it has little variety and available around November-January.

Chile Pepper: is a cash crop and produced all over Nigeria, but Kaduna, southern part of Katsina and Kano are the highest suppliers.

Taymerid: it is produced all over Northern Nigeria mainly for domestic purposes but Bauchi, some part of plateau, Kaduna and southern Kano is for commercial activities.

Cassia Thorax seeds: Is a newly introduced cash crop (2015) to African nations produced for industrial purposes mainly for animal feeds. This market is the main Centre for its transaction and also available around November.¹³⁵

4.4 NATURE OF FOODSTUFF TRADING IN DAWANAU INTERNATIONAL GRAINMARKET AND ITS DISTRIBUTION CHANNELS

Discussion with the head of the market, market associations and traders revealed that, the channels through which products are distributed within the market are three: wholesale of grains, retail sale of grains, wholesale of yam, hibiscus, ginger, groundnut, and other commodities sold in the market. Wholesale of Grain(Figure 1).The whole sale of all grains in the market involves transfer of products from suppliers (*Fatake*), who buy from producers and rural markets, to wholesalers who are owners of stores called (*MasuRumfa*).¹³⁶

137 Profile of Dawanau International Grain Market Traders Association (2014), Gambo Bello “Spatio Temporal Analysis of the Structure of Specialized Agricultural Food-Marketing in Kano Metropolis Nigeria” Phd thesis FE/s. Bayero University Kano (2012).

136Interview with Alhaj Idris Muhammad Head of Dawanau International Grain Market Laborers’ Association in

Grains are supplied into the market in bags of different size, ranging from 50 – 100 kg. it is the wholesalers who grade the grains into standard bags each isfilled 40 medium-size iron bowls (*Mudu*), equivalent to 90kg (beans, millet, sorghum, maize, wheat, ground nut and grinded cassava), 95 kg (rice), 85kg (un-grinded cassava and *gari*), 75 kg (benne seed) and 18 kg greed sorrel or hibiscus), Beans are also graded and re-bagged so as to be standared and have uniform measurement for all bags. When re-bagging, powder and other storage chemicals were added in order to protect the products from insect and dampness. Commission agents (*MasuBaki*) also intermediate between suppliers and wholesalers, and in the sale of products to wholesalers and retailers from outside the market. Products are also displayed for whole sale by *MasuBaki* and at the same time, the wholesalers (*MasuRumfa*) sell products directly to wholesalers and retailers from outside the market without intermediation by the agents.

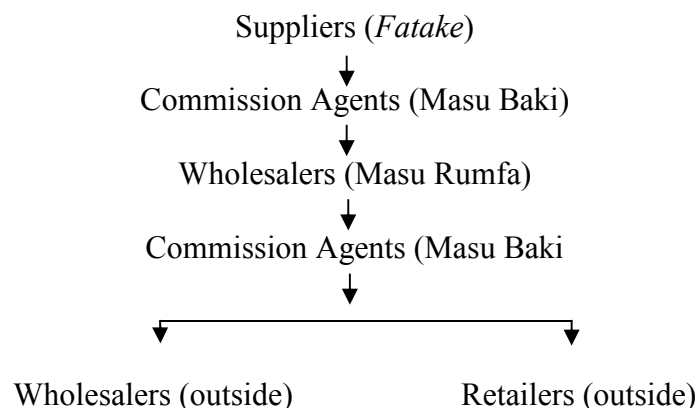


Figure 1: Distribution channel for grain wholesale in Dawanau international grain market.

ii- Retail sale of grain (*Awo*): Retailers (*Yanawo*) at Dawanau grains market buy products from rural markets. They sell directly to consumers in the market through commission agents called (“*Yan-kayi-nayi*”). These agents stay at the market entrances and assist buyers to particular retailers. They are given commission by the retailers: (Figure).

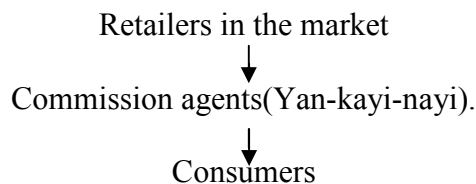


Figure 2: Distribution channel for retail sale in Dawanau grain market.

iii- Yam sellers: this is a big section in Dawanau grain market, where suppliers distribute yam to commission Agents (*Dillalai*) who wholesale to retailers called ('Yan kashi). These retailers sale to retailers grade II (Yan talla).The agents only receive commission from suppliers for the wholesale of the products. The retailers grade one distribute to retailers grade two ('*Yantalla*) for mobile retails in wheel barrows, heeds, and baskets within (but can be outside yam section) and outside Dawanau grain market (figure).

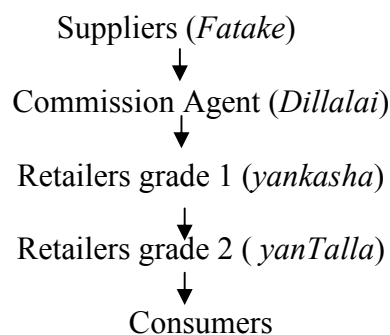


Figure 3: Distribution channel for yam sectionin Dawanau grain market.

A part from these personalities that aid proper distribution of food stuff in the market, there are laborers, like: *Dansokale*, *Danlodi*, *Mai-basilla* and *maibarrow* (push cat). The denotations and connotation of these terminologies are as follows;

Dansokale: this is the name given to one of the laborers that unload foodstuff from the truck and other vehicle that ship it into the market. “*yansokale* is the plural form of it.

Danlodi: the word refers to those who load foodstuff in to trucks, vans and other vehicles in Dawanau international grain market, especially for *fatakenagida* and whoever buys in large quantity.

Maibasilla: this is sack sewer that sews back whatever sack of food stuff that was opened for the proper extermination of the grain by buyer. *Basilla* is the term given to the giant needle used to sew the sack, while *mai-basilla* literally means the user of the giant needle.

Maibaro: this word is used to refer to the laborers who push wheelbarrow or pushcart to carry property for a retailer or any buyer of food stuff from every side of the market taking to the road side. This kind of laborers is found in every nook and Conner or cranny of the market.¹³⁷

4.5 ECONOMIC ACTIVITIES OF FOODSTUFF TRADERS IN DAWANAU INTERNATIONAL GRAIN MARKET

The chapter is planed to investigate on the nature of economic activities of foodstuff traders in Dawanau International Mrain Market and after comparative analyses the solution from Shari'ah point of view will be provided.

Based on preliminary survey, interview, questionare and observation in the market, the researcher discovered that each and every member of the chain of distribution practices his own activities when he relates with his partners during exchange or business transaction. These activities are divided into regular and irregular activities. The regular activities are the common acts of the foodstuff traders expected from them by their association, whereas the irregular activities are the recently common acts amongst the foodstuff traders that are nowadays detested by their mother association, as it is in the market constitution. This does not provide room that all common activities are lawful according to Islamic law nor was any of the uncommon activities scrapped out in generality.

However, before explaining the regular and the irregular activities, there is need to mention the different cases to the activities of the members of the chain of distribution by the difference of department is minimal. Therefore, the activity of each of the members of the chain of distribution will be mentioned as common issues among the departments, unless there is difference according to departments. Then the activities will be mentioned as it is in the various sections.

Furthermore, the whole role of every individual when he relates with his partner(s), shall be mentioned, Even if it has no relevance to the real business dealing or transaction. This will aid the reader to comprehend how the transactions take place between the foodstuff traders and how their market operates and developed.

4.5.1 REGULAR ACTIVITIES:

139 Interview with Alhaj Idris Muhammad Head of Dawanau International Grain Market Laborers' Association in his office on Tuesday 06/02/2018, 2; 00 pm.

1- The activities of *fatake* (external merchant).

- a- Importing foodstuff and other commodities into the market
- b- Fixing the price of his goods, and can be reversible by the aid of *Dillali* (agent)
- c- He may choose to follow or not to follow the goods sends through driver while communicating his *Dillali* or by letter writing or phone call.
- d- He usually sales to the wholesalers, agents, and others on credit in the market.

2- The Activities of “*Dillali*”.

- a- He provides accommodations to “*Fatake*” in his shop and support them with feeding.
- b-He advises and consults “*Fatake*” on pricing the goods, considering the market situation.
- c- The *Dillalai* may receive price from their *fatake* and add their little profit called “*Ribarkaya*” with mutual consent between them.
- d- Some *dillalai* sold the commodities with the price agreed upon with the “*Fatake*” and have their wages from him depending on the market’s condition; the wages are called “*La’ada*’.
- e- The *dillalai* have different faces depending on the section they are in the market, these faces are as follow:
 - i- When “*fatake*” sent their goods and did not come, the *dillali* has the privilege to sell the goods with inclusion of his ‘*La’ada*’ in the price.
 - ii- If the “*fatake*” brought their goods by themselves, the *dillali* has three different opportunities, one of it, the *dillali* receives ‘*La’ada*’ from the buyer on every sack of grain or truck of yam or van of every commodity depending on the number of sack or quantity of yam and other commodities.
 - iii- Secondly, some *dillalai* fix the *La’ada* of ten thousand Naira and above on every van/truck which is taken from the ‘*Fatake*’.
 - iv- Thirdly, some ‘*Dillalai*’ bargain with their *fatake* at the beginning of transactions on what is to be their *La’ada* at the end of the sales.
 - v- The *dillalai* serve as mere agents and mediators between the ‘*Fatake*’ and wholesalers/retailers, because sometime the goods are sold on credit, therefore, *dillalai* have double advantage for their *La’ada* after the sale of the goods and is variable.
 - vi- *Dillalai* usually have ‘*yarondillali*’ who helps him in the transaction, he wages him according to his services, this wages can be called “*Ladan aiki*’ or ‘*sallama*’ it can be daily or after sale of goods.

vii- in some cases, when the ‘*Fatake*’ experience loss in deals, *dillalai* usually forgone their *la’ada* to reduce him the level of loss and sometime provide financial re-enforcement to him in order to carry on another supply.¹³⁸

3- Activities of commission agents (‘*yan-kayi-nayi*’)

i- They buy from the ‘*dillali*’ sometime in cash and most times on credit.

ii- They sold in quantity to others.

iii- They usually occupied the market place immediately the goods are unloaded in order to select the most attractive goods and add their profit on the price. He also adds to the beauty of their merchandise by adornment in order to be looked bright, shiny so as to make it sellable on time.¹³⁹

4- Activities of ‘*Fatake-na-gida*’ (internal merchant)

i- They buy foodstuff in bulk and transport it to their various home towns or villages.

ii- They appoint “*dillalai*’ to send them goods whenever there is scarcity of it, it is done when they paid in advance to the ‘*dillalai*’.

4.5.2 THE IRREGULAR ACTIVITIES:

As it has been said earlier that, most of the activities mentioned under this sub-heading are not lawful and are condemned by the newly amended constitution of “Dawanau international grain market traders Association”.

i- ***AL-GUS***: the word is an Arabic word (الغس) which denotes cheating or deception. It is found in the activities of foodstuff traders in both past and present, mainly in the activities of suppliers and agent (“*Yan-kayi-nayi, Dancori*). This is done by mixing fresh grain with old one, aflatoxin with clean grain, sand with grain (sesame), contaminated grain with pure, and other new techniques in adornment of goods. From the side of kilos and weighting machine, muds and others, they adjust it to reduce the amount, kilo or weight of goods for their personal mischievous gain.

140 Interview with Alhaj Idris Muhammad Head of Dawanau International Grain Market Laborers’ Association in his office on Tuesday 06/02/2018, 2; 00 pm.

139 Interview with Alhaj Idris Muhammad Head of Dawanau International Grain Market Laborers’ Association in his office on Tuesday 06/02/2018, 2; 30 pm.

ii-Camama: the word denotes spoiler (*dan camama*) who spoiled the business transaction through the following irregular attitudes or activities:

Control the transaction by blocking the buyer, sometime gets him seated and collecting the buyer's money to find the goods for him, he also bargains for him and atimes takes him to the seller directly. *Dan camama* mainly communicates to seller or buyer viagestures to include his share in the price. He may also exploit/hide the privilege of knowing the original owner of certain goods and its price and sell it to a buyer with additional price called "*camama*" without the buyers' knowledge and consent.

ii- Forge possession of visitors'capital or hoarding it: (*Boye kudin baki ko mallakar kudin kaya*). This means intentional looting or hoarding of visitor's money or business partner. It is another attitude of *dillalai* from every section of the market. Usually foreign investors were cheated by *dillalai* who collected their money for simplifying them the difficulties of getting the products, and they also add to the market price a little amount for their advantage. Some of these *dillalai* also used their money for another business elsewhere or in buying motorcycle, farms and other benefits. Then the supplier/investors will be delayed until another suppliers '*Fatake*' or investors come, therefore, the money of the new supplier or investor will be used to settle the old suppliers or investors and other issues.

iv- Wawa: it is another unbecoming attitude perpetrated by some youth who have no capital in the market, mainly yam sellers ('*yandoya*, '*yanrake* and '*yankaji*): these youth usually rushed to any van or truck that arrived in the section, thus every one of them pack aside some proportion with '*dillali*'. And if the buyer refused to bribe him, then the youth will tell the "*dillali*' somebody asked him to reserve the goods for him.

v- Trading during *sallah*: this denotes engaging in business dealing or transaction during prayer time (daily and *jumu'at* prayers). It is not only prohibited in *shari'ah* but even the market constitution entrenched it under the "ruling of engaging in business transaction during *sallah* time."¹⁴⁰

4.6 SHARIAH POINT OF VIEW ON THE ACTIVITIES OF FOOD STUFF TRADERSIN THE MARKET

¹⁴⁰Interview with Alhaj Idris Muhammad Head of Dawanau International Grain Market Laborers' Association in his office on Tuesday 06/02/2018, 2; 40 pm

This segment composes of the comparison of the business dealings of the foodstuff traders with what is obtainable in the Islamic law in respect of business dealings, and the conceptual frame of their attitudes during the business dealings with what is also obtainable in the *shariah*. This will be employed by introducing *shariah* concept of business dealings that could be similar with the activities of the foodstuff traders, and then assess it under sharia point of view and its applicability in the market. Meanwhile, *shariah* perspective and rulings of the business dealing of the foodstuff traders shall not be ignored. But the discussions should likely be centered toward Food stuff traders in Dawanau International Grain Market in order not to go beyond the aim and objectives of this research work. However, by careful observation and investigations of the techniques of business dealings taking place among foodstufftraders as counted before in their activities, there is possibility of comparing and liken them with some major concepts of businessinIslamic law. The discussions should be classified in to two: the permissible and prohibited activities of the foodstuff traders

4.6.1 SOME PERMISSIBLE ACTIVITIES OF FOODSTUFF TRADERS AT DAWANAUINTERNATIONAL GRAIN MARKET.

Among the permissible activities that foodstuff traders practised in the market are: contracting business deals by letter writing and other devises of communications, brokerage, allotment of wages, *Bai'umurabaha*, credit Sale hire/rent, *mudharabah*, adornment of foodstuff, advance payment on foodstuff and other Issues that cannot be neglected in their discussion.

(A)Contract Business Through Letter Writing And Other Means Of Communication

Definition

This is a business deal that occurs between two distant business partners in which they communicate to one another by letter writing, phone call and the use of messenger.

How it is Applied in Dawanau Internationa Grain Market

It is an attitude of some Fatake who do not usually come to market place to send their goods by trailer, van or truck drivers to their commission agents(Dillalai) with letter explaining its mode, quality, quantity and the basic price plus cost of transportation and the demanded profit. The commission agents usually communicate with suppliers through phone and send them letter that contains detail about the transaction through bank or their drivers.

This kind of transaction is legitimate, and permissible, because the two pre-requisites for the permissibility of any business transaction are completed, i.e lawfulness of the subject matter and the mutual consent of the contractors. In this case, one may consider distance while the latter may not be realized, but it is easy to comprehend if one can realize that a letter can convey nothing but what a speech can do in this kind.

النساء: ٢٩

The verse stipulated the importance of mutual consent and did not oblige the physical presence of the two parties. Letter writing is among the many means of conveying mutual consent and pleasure, as supported by some schools of thought. These include:

- 1- The *shafi'ite* school stipulates the immediate acceptance of the buyer after reading the letter.
- 2- Hambali's school states clearly that mutual consent does not affect the "offer and acceptance (of buyer and seller). Because distance and absence of the buyer does not mean lack of interest (to buy)"¹⁴²
- 3- Imam Shaukani, adds that

141*Qurānu*4:29

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The conditions of trade by letter writing: the letter must be readable, clear and written in acceptable language and on readable materials excluding water and air, and in understandable language spoken in the area, and the writing should be direct and precise to the subject matter and the language must not be equivocal.¹⁴⁴

However, based on complexity and diversity of Dawanau International Grain Market this kind of trade by letter writing helps to reduce the amount of accident, risk and wastage of the resources and serves as an easiest way of business transaction especially during insecurity Insurgency and other economic recession, as a legal maxim says “الضرورات تبيح المحظورات” Conclusively, business contracts through letter writing, messages and phone call is not a new issue in Islam as it has been explained earlier but, the predicament is on the proper application in accordance with Shari’ah ruling and the level of compliance. Nevertheless, based on the contribution the research provided in and the Imams of the market in conveying the knowledge there is a significance number of foodstuff traders, market personalities, companies, transporters and consumers that are now aware about the shari’ah guidelines on the system and the level of compliance are reasonable.

(B) Brokerage

Definition

Assamsara is an Arabic word that denotes brokerage; and a noun refers to job of *assimsar*. Broker is a middleman between the buyer and the seller. Ibn Hajrul- Athqalani (رحمه الله) said: *Assimsaru* is originally used for the guardian and supervisor of a matter, then it was later used for the taker of the responsibility of buying and selling for another.¹⁴⁵

Broker has wider range of techniques through which he carried out his business activities especially in the market where suppliers and purchasers are coming from across the globe. Broker neither loses nor bears risk but they are paid to act as an agent or middlemen for others, either in negotiable contract or by buying and selling of goods or by rendering services. However, they sometimes take goods from the seller on a stipulated price and sell it on additional price depending on their agreement with the supplier.

¹⁴³op cit Yahya Tanko p. 78-79

¹⁴⁴op cit Al-zurqa’iy vol.1 p.326-327

¹⁴⁵op cit Fat al-Bari vol. 4 pp. 431

How is Applied in the Market:

Due to complexity and diversity of Dawanau International Grain Market, *dillalai* (brokers) are many and their activities are paramount as the researcher explained it earlier. However, the general brokerage activities carried out by the '*dillalai*' from different section of the market can be summarized into the following classes, and in accordance with how they practice or how the wages allotted are derived:

- 1- Brokers who received price from their '*fatake*' and a little amount on the original price '*ribar- kaya*' but with mutual consent between them are among the prevailing business practice in the market.
- 2- Brokers who sell the foodstuff based on the price agreed upon with the '*fatake*' without additional price on, but receive their wages called '*la'ada*'.
- 3- Brokers who serve as '*dillalai*' between the '*fafake*' and others with a fixed wages they are of two or more classes:
 - (i) There are (Brokers) who have a fixed price (amount) on every sack, van, trailer and truck, which is collected from the '*fatake*'.
 - (ii) There are (Brokers) who take their '*la'ada*' from buyers, mainly '*yanwake*', '*yanhatsi*' and abattoir, depending on the number of sacks bought and uploaded/unloaded. While in abattoir it depends on the price of the animals (goat, ram, sheep, or cow). For example, if the price of a goat is ₦10, 000, the *dillalai* will likely receive ₦200 from the buyer. Therefore, the higher the price of the goat the higher the wages (*la'ada*) brokers receive.

Shari'ah Ruling on Brokerage and Brokers (dillalai)

Brokerage (السمرة) had existed since *Jahiliyya* period, and no objection to it was recorded when Islam came except what was narrated by Ibn Abbas, Abu Huraira, Jabir and Anas among others (رضي الله عنهم) according to Dawus from Abdullahi bin Abbas that the messenger of Allah said:

“لا تلقوا الركبان، ولا يبيع حاضر لباد” قلت لابن عباس: ما قوله: "لا يبيع حاضر لباد؟" قال: لا يكون له سمسار. متفق عليه واللفظ للبخاري.

“Do not go out to meet caravan, and no townsman should sell on behalf of a man from the desert”¹⁴⁶

I asked Ibn Abbas (PBUH) what did he meant by saying no townsman should sell on behalf of a man from the desert. He said he should not be a broker for him (Agent). He replied, wording from Al-Bukhari;

Abubakar Al-jazaeri interprets this tradition in his book: “the Approach of the Muslim”

As; when a foreigner or man from the desert arrives with a commodity wanting to sell it on the today’s price, a townsman is not permitted to say leave the commodity to me and I will sell it for you after a day or some days on a higher price than today’s price while other people are in need of that commodity. According to the saying of the messenger of Allah (PBUH): *“the townsman should not sell for a man from the desert, and let people get benefit from each other”¹⁴⁷*

The researcher’s focus on this hadith is the prohibition of the city dwellers to sell on behalf of the Bedouins (foreigners/ villagers) as interpreted by Ibn Abbas “He should not be a broker for him” as clear as the statement is and as general as it is, in reference to the Bedouins, one will wonder why scholars differ so large, all in the effort to restrict the meaning of the concept especially, that most of the restriction are not well grounded, because they have no trace in the text of the hadith, as noted by Ibn Daqeqil Eid¹⁴⁸

Imam Bukhari reported the opinions of some scholars among the followers of the noble companions on the permissibility of brokerage and backed it up with the saying of the messenger of Allah (PBUH). He said (Imam Bukhari), Ibn Sirin, Atta’u, Ibrahim, and Alhassandid not see any harm in brokerage.

Ibn Abbas said:

“if one says sell it for me, then whatever profit is for you, or between me and you, and there is no harm in it”¹⁴⁹

Therefore, Muslim scholars differ on which concept of business dealing should brokerage (assamsara) be categorized. Thus some said “*Alja’alah*” while other said “*Al-ijarah*”, those who

146 op cit Bukhari NO.2274

147 op cit Fat al-bariy vol. 4 p. 432

148 op cit Yahya Tanko p.70

149 op cit Fat al-bariy vol. 4 p. 526

have the opinion that *assamsara* (brokerage) is a category of *Al-ja'alah* are the majority and stipulated that, the wages must be mentioned at the beginning of the service. While those who are of the opinion that it is a category of “*Al-ijarah*” are those who said that, it is invalid to mention the wages before the services, because it is a long time service that deserves the wages of its like or quality.¹⁵⁰

Albeit, Prophet Muhammad (PBUH) said in hadith narrated by Ismail bn Ubaid bn Rifa'ah from his father from his grandfather that he went with the messenger of Allah (PBUH) to the prayer ground and he saw people doing business and so he said:

يا معشر التجار " فاستجابوا الرسول (صلى) ورفعوا اعناقهم وأبصارهم
إليه فقال "إن التجار يبعثون يوم القيامة فجارا إلا من اتقى الله وبر
وصدق" قال أبو عيسى هذا حديث حسن صحيح. ويقال إسماعيل بن
عبيد الله بن رفاعة أيضا.

*O people of trade! And they replied to the messenger of Allah (PBUH) turning their necks and their gazes towards him. And he said: indeed the merchants will be resurrected on the Day of Judgment with the wicked, except the one who has fear of Allah, who behaves charitably and is truthful.*¹⁵¹

(Abu Isah) said: this hadith is *hasan, sahih*, they said also so said by Isma'il Bin Ubaidullahi Bin Rifa'ah. In another tradition of the prophet (pbuh) that Abu Wa'il narrated that Qais bin Abi Gharazata said: the messenger of Allah (PBUH) came to us, and we were what was called 'brokers' he said:

يامعشر التجار إن الشيطان والإثم يحضران البيع فشوبوا بيعكم
بالصدقة"

*“O people of trade! Indeed, the shaitan and sin are present in it, So mix your sales with charity”.*¹⁵²

150 Ibid Fathal Bariy p. 526

151 Tirmizi No 1210

152 Attirmizi Muhammad bn Isah bn Surata, Sunan al-Tirmizi, Dar al-Ibn Jauziy Alqahirah 2011

Based on the foregoing discussion on the concept of brokerage its legal position, implication and way forward within the foodstuff traders and market personalities at Dawanau market show significance number of individuals, corporatives and companies that are now complying with Shari'a guidelines on brokerage activities, and now keeping away from and problems related to.

(C) MUDHARABAH

Definition

The term *Mudharabah* (مضاربه) is derived from *dharb* (ضرب) which means Journeying through the land seeking the bounty of Allah. As a result of this work and travel, the *mudharib* becomes entitled to part of the profits of the venture. Jurists of *Madinah* in their terminology called it *mudharabah* or *qirad*, as they used to call *ijarah* by the name of *bai'u* (sale). *Alkasani* says;

“Likewise the term muqaradhah, in the terminology of the jurists of Madinah, as explicit in expressing this meaning. They used to call mudharabah by the name muqaradhah, just as they used to call ijarah by the name of bai'u (sale)”.¹⁵³

The term *muqaradah* also derived from *Qard* (قرض) which means refraining or abstaining from something. It is called *Muqaradah* as the *Rabbal-mal* refrained from the right of disposal in his own wealth and delivered it to the *Mudharib* (worker).

It is also called *Mu'amalah* by some insofar as it comprises sale (*bai'u*) transaction. *Mu'amalah* is word that includes both sale and purchase. *Alkasani* also says”

“Mu'amalah is a term that encompasses both sale and purchase, and this is exactly the purpose of this contract”.¹⁵⁴

Mudharabah as a partnership applied in two meanings: the first is the mingling of asset (*Khalt*) that does not result from a contract and lead to a co-ownership while the second arose from contract. Therefore, in defining *mudharabah*, Jurists that focused it on the first meaning defined it

¹⁵³ Imran Ahsan Khan Nyazee Islamic Law of Business Organization Partnership, pp 243

¹⁵⁴ Al-kasani Al-bada'iy al-sana'iy, vol 8, p. 3588

as “mingling” (*khalt*) in profits alone as wealth cannot mingle with work. This definition is popular among the modern writers, and also defined it in a broader sense as:

*Thus, sherikat al-‘amal is also a participation in profit, and there are the profits arising out of labor, and there is no other type of mingling in it as may be required for a sherikah. Likewise, the sherikat al-wujub, but in that there is participation in transaction”*¹⁵⁵

The purpose of the contract of partnership is not participation in profit only rather the acquisition of profit through joint work with or without wealth, then division of the profit is based on the agreed proportion. In this vein, the author of *fathal-Qadir* commentary on the text of *Hidayah* says:

*His statement-he (a partner) may make an investment by way of Mudharabah means that loses in partnership is the liability of the partner and not of the Mudharib, thus, the sherikah includes the Mudharabah”*¹⁵⁶

From Abu Hanifa’s side he does not have this light (of investing in a *Mudharabah*) as it is in itself a type of *musharakah* in profits. The correct view, however, is the first, and it is the original narrative, because participation (mingling) in profits is not its purpose rather it is the acquisition of profits:¹⁵⁷ Ibn Qudamah (*Hambalite*) commenting on a definition by al-khiraqi, says:

*“Mudharabah is participation by two persons with the wealth of one, or two persons with their wealth, or the wealth of both and the body of one person”*¹⁵⁸

A similar definition is found in the “*Mujallat al-ahkam al-adhiyah*:

*“Mudharabah is a type of sherikah in which wealth is contributed from one side and labor from the other side”*¹⁵⁹

Imam *shafi’i* defines *Mudharabah* as:

¹⁵⁵op cit Nyazee p.244

¹⁵⁶magnaniy AL-Hidayah vol.3 p.202

¹⁵⁷Al-hamman Fath al-qadeer, vol.5 p 26

¹⁵⁸op cit Al-mugniy vol.5 p.14

¹⁵⁹ Al-mujallat al-ahkam 1404

“Qirad and Mudharabah have as their legal subject matter a contract comprising agency by the owner to another by giving him wealth so that he may trade with it and share its profits.”¹⁶⁰

How it is Practice in the Market:

Investors, wholesalers, retailers and individuals from different sections of the Dawanau international grain market engaged in different business contract, but majority engaged in *mudharabah* model, where two or more people provide capital as *Rabb'ul-mal* to another person as *mudharib* to go far and wide of the nation and outside to supply commodities with agreement that the profit is to be shared on proportion agreed upon. While few invest in agro-allied companies in the market as the above did.

It's Ruling Under Islamic Law

The rulings of *Mudhrabah* are sourced from Quran, Sunnah, consensus of Jurists, analogy and Economic necessity. Quran says:

﴿وَالَّذِينَ يَمْشُونَ فِي الْأَرْضِ يَتَّبِعُونَ أَهْوَاءَ بَنِي آدَمَ﴾

“And others who journey through the earth seeking the bounty of Allah”¹⁶¹

The prophet is reported by Ibn Majah to have said:

There is great blessing in three things: “credit sale, muqaradha, and mixing wheat and barley for domestic consumption not sale”¹⁶²

Element of mudharaba: According to Hanafis is ‘offer and acceptance’. While to majority of the schools, the contract has several elements. They draw the line of distinction among the schools on the contract. Therefore, according to Shafi'i the contract has six elements; the two parties to the contract, work, profit, wealth, and the form (offer and acceptance).¹⁶³ Offer and acceptance

¹⁶⁰ AL-Ramli Nihayat al-muhtaj vol.5 p.218

¹⁶¹ Quran 73:20

¹⁶² Al-kirashiy, Mukhtasar sidi Khalil, vol. 6 p.20

¹⁶⁴ Op Cit Nihayat al-muhtaj Vol. 5 p.218

are permitted with words that indicate its meaning, whether or not the word *mudharabah*, or *muqaradhah*, or *muamalah*, or their derivatives, are used. Al-sarakhsi explains such forms:

if the rabb al –mal(investor) says: "Take this and trade with it and whatever sustenance Allah grants from it will be shared equally by us" but he does not mention the word mudharabah, then, it is a valid mudharabah, because the meaning of mudharabah is expressed clearly, even though the word has not been used nor has the purpose been identified.....similarly, if he says: "take this N1000 and work with it on the condition that you will get one-half(1:2) of the profits" or a part of ten parts, it is permitted¹⁶⁴

According to Nyazee¹⁶⁵ *Mudharabah* sub-divided into the following:

1:- Simple *mudharabah*:-this type may have two parties to the contract, an investor and a worker, or it may have more than one party or either with a number of investors and a number of workers and the arrangement may vary.

2- Complex *mudharabah*:-It may have several forms especially when combined with partnership(*sharikah-al-amwal*) eg. the investor may be a partner, the worker may be partner.

3-Restricted *mudharabah*: Restricted when the capital is handed over with determination of the type of work that is to be done, the location, the time and quality of the work and with whom is to trade.¹⁶⁶

4-Un-restricted *mudharabah*:-It is opposite of the restricted, this is when the capital is absolutely handed over to *mudharib* without determination of the type of work that is to be done, nor the location, nor the time, nor the quality of work, or with whom is to trade.¹⁶⁷

1 Permitted *mudharabah*:-there is no harm if a Muslim accept money from a Christian by way of *mudharabah*, because it is a type of trade and *mu'amalah*. or a Muslim undertakes to sale and purchase for the Christian by virtue of the agency¹⁶⁸

¹⁶⁴ Op Cit Nihayat al-muhtaj Vol. 5 p. 219

¹⁶⁵ Op Cit Nyazee 256-257

¹⁶⁶ Op cit al-kasani vol.8 p.3605-06

¹⁶⁷ Ibid p. 3606

¹⁶⁸ Op Cit Nyazee p.258

2 *Mudharabah makruh*: is when Muslim gives wealth to a Christian by way of *mudharabah*, though it is legally valid, just as it is considered makruh to appoint a Christian as agent for transaction in wealth, because he may not refrain from dealing in interest, engage in *fasad*/wine /pork business, due to his belief and personal interest ¹⁶⁹.

However, *Mudharabah* partnership has many conditions, some of these conditions: are with parties to the contract, capital, sharing of profit, and also conditions of transaction and power:

i-Conditions of the contractors; Rabb al-mal must have the legal capacity for becoming a principal in a contract of agency. While *mudharabah* is under interdiction due to insolvency and blindness.¹⁷⁰

ii-Condition of Capital: capital offered is absolute currencies not *Urud* (tangible property) or debt but valid if it is derived from the sale of property and employed as capital. However, it is not valid when it is formed with *tijariyya* dirhams (akasani). The capital must also be delivered to the *mudharib*, the management is done entirely by him, the condition can be detrimental if the capital or part of it remains in the hands of rabb al mal. And *mudharib* can decide to leave some part of it (capital) to investors' hands, if there is no condition attached to it.¹⁷¹ The amount of the capital should be known to the parties at the time of the contract, because this can lead to uncertainty in the profit and certainty of it is vital condition of *Mudharabah*.¹⁷²

i--Condition of the profit: profit must be expressed as a ratio or as part of the total profit not as percentage of the capital invested, or any conditions that may lead to uncertainty or not correspond with it can render the contract unenforceable¹⁷³. *Almudawwanahal-kubra* digested the issue clearly, and concluded that: The general rule in the sharing of profits is equality,¹⁷⁴ thus, if the ratio of sharing is not mentioned the profit will be shared equally. A percentage expressed by one party is deemed sufficient. If any part of the profit is stipulated for a third party from either side, the *mudharabah* is not valid but permitted for

169 ibid Nyazee p.259

170 ibid Nyazee p.259

172 Op Cit al-Kasani vol.8p.3599

172 ibid al-Kasani p. 3595

173 ibid al-kasani p. 3601

174 ibid al-kasani p. 3606

the slave of the *rabbalmal*. Ibn Rushd says: "Malik, al-shafi'i and Abu-Hanifah permitted this, while Ashhab, from among the disciples of Malik, said that, it is not."¹⁷⁵

- i- Conditions of transaction or power; depends on the type of *Mudharabah* agreed to operate, such conditions are: possession of the authority to buy or sell for better achievement of its primary purpose. However, he is restricted to trade with his wife, children or parents as quoted from Abu-Hanifa, but his two disciples disagree and maintain that he has such authority by virtue of the contract. If he buys at exorbitant rate, his purchase is deemed to be for his own account. He may buy or sell on credit but he cannot exceed the limit, based on Hanafi and Hambalis' opinion, but Shafi'i permits it with express permission. While Maliki jurists permitted sale on credit with express permission but not purchase.¹⁷⁶ The *mudharib* possesses the right to negotiate a rescission (*Iqalah*)¹⁷⁷. The *majallah* explains that, credit and cash sales by the *mudharib* is permitted but cannot be varied by giving trade discounts unless for reasonable period. The *mudharib* possesses the right to appoint agents for the trade and utilize the authority that is lesser in status (inherent in it)¹⁷⁸. He can hire services and be hired¹⁷⁹ in general the *mudharib* is authorized to travel with the wealth of *mudharabah*, deposit the goods and bailment, exercises *bida'ah* (But Hanbalis and malikis uphold the opinion of not permitted to have this right). Assignment and endorsement (claims and debts on the basis of *hawalah* (*Mujallaht* 1414), pledge property in lieu of the debts of the *mudharabah* (He may accept such pledge or mortgage of *mudharabah*). However, the *mudharib* is not authorized to do the following unless are expressly permitted.
 - i. The authority of sell or purchase on credit beyond the limit
 - ii. Right to increase the capital through '*istidanah*' or 'repair' or improve, or manage the assets through this method.

175IbnRushd Bidayatal-Mujtahid vol 2 p. 239

176Op Cit al-Kirashi Vol. 6, 216

177Op Cit Ibn Qudamah vol. P. 44)

178 Op Cit Al-khasani Vol 3, P. 3607

179 Ibid Al-Khasani Vol.3, p. 3608.

- iii. To make gifts and donations or charity unless he takes permission from the *rabbal-mal*
- iv. Cannot give loans to another or assign claim another where they are offset by other claims?
- v. Emancipation of a slave cannot also be done under this authority. But the agent is authorized to some powers that do not require express permission like broad authority to act according to his considered opinion in all matters (*Mudharabah*, *sharikah* and *khalt*), and he does not have the right to do any of the above things if he has not made this statement¹⁸⁰.

However, the liability of the *rabbal-mal* and the *Mudharib* for the debts of the restricted *Mudharabah* is a very important topic for modern applications. It is well known that the liability for loss is that of the investor or the *rabbat-mal*, but there may be cases where the *Mudharib* exceeding his lawful authority, in such cases he may be held liable for all or part of the debts such as; liability prior to *wilayatal-istidanah*, and after *wilayat al istidanah* (commencement of the transaction), Al-sarkhasi says:

*if the investor gives the mudharib a dirham by way of mudharabah on half profits, and the capital get lost before he could buy anything or lost while in possession of the mudharib or his agent the mudharabah becomes void, but if delivered to the agent and destroyed in his hand and the mudharib took some counter value from the agent, the mudharabah is still valid*¹⁸¹.

Mudharabah like other partnership is terminable contract, it is terminated by all acts that terminate agency (*wakala*) through the following: -

- i. Rescission and proscriptions pertaining to transactions.
- ii. Termination of the period, if it was for a limited period
- iii. Extinction of the capital of *mudharabah* after its procession and before commencement and transactions.
- iv. Insanity of either party

180 Op Cit Nyazee, p. 263-265

181 Op Cit Nyazee, P. 266

- v. Death of the *mudharib* or rabb al-mal (capital owner).
- vi. The order of the court, if one of the parties joins the dar al-harb, this leads it to be categorized as an enemy partnership.

The dissolution of *mudharabah* will take effect when the following conditions have been met.

- a. Notice of dissolution should be given to other party
- b. The assets of the partnership should be converted to fungibles or cash assets. However, *Muslim* jurists unanimously agreed that at the time of termination of the *Mudharabah*, all goods and/or merchandise must be sold and converted into cash.¹⁸².

However, in case of enemy partnership, insanity and death, the asset should also be converted to cash to give effect to the evolution. Alkhasani says;

It does not Matter whether the mudharib has knowledge of the death of the rabb al-mal, because it is dissolution by operation of the law (hukum) and does not depend upon notice to the otherparty, as in wakalah. If the assets are in shape of goods, then the mudharib should sell them to convert them into cash".¹⁸³

Conclusively, Mudharabah contract is not a new issue in Islam as it has been explained earlier but, the predicament is on the proper application in accordance with Shari'ah ruling and the level of compliance in the market. Nevertheless, based on the vast literature the research provided and the contribution of the market Imams in conveying the knowledge through preaching, educating in the market there is a significance number of foodstuff wholesalers and retailers, companies that are now aware about the shari'ah guidelines on the system and the level of compliance is remarkable.

4.6.2 THE PROHIBITED ACTIVITIES OF FOODSTUFF TRADERS IN DAWANAUGRAIN MARKET

Many prohibited activities were carried out by different marchants, companies and other small scale business enterprises in Dawanau International Grain Market, some of which are;

¹⁸²Op Cit *Razali* 1999.p.149-154

¹⁸³ Op cit *Nyazee* p. 273-274

(A) Business Transaction during Prayer Time or in the Mosque.

Definition:

Engaging in business dealings, transactions or any services during the last call for Friday's prayers when the Imam stands on the pulpit and by analogy the remaining five daily prayers when the call was proclaimed is prohibited. While conducting these business transactions and other services rather than prayer in the mosque premises is also among the prohibited acts.

How it is Practice in the Market

Based on the nature, complexity, diversity of the market, it is densely populated. Investors, wholesalers, retailers, workers, laborers, buyers and sellers all the time engaged in business dealing, this resulted to less consciousness and im- patience in observing prayer congregationally and promptly in the market. However, the researcher observes that morethan 2/3 of the businessmen in the market are *Muslims*.A significant number of Muslims are observing their daily and jumuat prayers within the market place but, a few of the traders are not and even transact business inside the mosques.

It is Ruling under Islamic Law

Muslims are not permitted to sell or buy something or to render any service during the last call for Friday's prayers when the imam is on the pulpit according to Allah's sayings:

جاء بـ بـ بـ بـ بـ بـ بـ

O ye who believe, when the call is proclaimed to prayers on Friday [the day of assembly], hasten earnestly to the remembrance of Allah and leave off business (and traffic) ”¹⁸⁴

Another verse discussed the similitude of the heart of a good believer in him, what he does as well as the reward that awaits the believer in the hereafter, thus because they fear the treatment of the day of resurrection, they prefer being obedient to Allah (swt) and fulfillment of his will

184 *Quran* 62:9.

and pleasure to the fulfilment of their own will and pleasure. However, what prove the prohibition from the verse is the statement.¹⁸⁵

چ ا ب پ پ د پ پ د پ پ پ ی ف ت ن ذ
ت ث ڈ □ النور: ۳۷

Men whom neither trade nor sale (Business) divertsthem from the remembrance of Allah,(with heart and tongue) nor from the performing as-salat (the prayer) nor from giving zakat (obligatory charity). They fear a day when hearts and eyes will be overturned (out of the horror of the torment of the day of resurrection”¹⁸⁶

Because whatever deeds, for which torment is allocated, is proven in the fundamental of Islamic jurisprudence to be haram (prohibited).¹⁸⁷ However, in the following verse, Allah commands the believers to remember Him a lot and forbids for them not to allow their wealth and offspring to divert them from that, and whoever abides not will be among the losers:

چگڑ ں ں ط ط ط ط ء ء ہ ہ ہ ہ ہ ہ مے □ المنافقون: ۹

O ye who believe! Let not your properties or your children divert you from the remembrance of Allah. And whosoever does that, surely then they are the losers."¹⁸⁸

Imam Ibn Kathir in explaining the meaning of the above verse said: Allah (سبحانه و تعالیٰ) in this verse is commanding the believers to remember Him a lot and forbade for them to allow their wealth and offspring to divert them from that. He informed them that whoever allows worldly attractions and beauties to divert him from what he is created for, the obedience of his Lord and His remembrance; indeed he is one of the losers who will loose himself and his families on the day of resurrection.¹⁸⁹

185Ibn kathir, ‘‘ Tafsir al-Qur’an al-Azim’’ Dar al-fikr, Cairo 1434A.H-2013 vol 3, p.485

186Quran24:37

187Abdulwahhab Kallaf p.131

188Quran63:9

189 op cit Ibn Kathir p. 541

However, the ruling of whatever deals or business transaction contracted or services rendered during the last call for Friday prayer to Imam Malik is void, while to Imam Shafi'I and Abu-Hanifa is not void. Malik said it is void to only who is adult, but to realists all traders and all the above rulings are applied to the daily prayers by analogy.¹⁹⁰

However, Abu Hanifa sees buying and selling in the mosque as lawful but detests bringing the property in to the mosque premises during the trade in order to purify it. While Malik and shafi'I permitted it with detestation, and Ahmad deny its authenticity and detests it based on the saying of the prophet (peace be upon him).

"إذا رأيتم من يبيع أو يبتاع في المسجد فقولوا: لا أربح الله
تجارتك"

*"When you see who sells or buys in the mosque you said: Allah
bless not in your trade".¹⁹¹*

As a result of this research work many foodstuff traders understand that contract or business during prayer time or within the mosque premises is not legal. However the research provides conceptual frame work on its ruling and further explanation of jurists, with the aid of market guidelines on trading reduced a great number of traders' engagement into business contracts when prayer time and within the mosque .

(B) Deception

Definition:

¹⁹⁰ Op cit.Fqhussunah, p 149

¹⁹¹ Ibid p149 or Tirmizi No1321,No 1441

Business deception means unbecoming activities in business dealings, transactions and other services where by the seller or buyer hides defect of his commodity from the buyer or seller in order to deceive him to buy or to sell it with that defect. The defect can be expired goods, contaminated, impure, Aflatoxin of grain and other deceit techniques. However, where a defect is discovered in the subject matter, a buyer is given an option to rescind the contract. This is what is called "*khiyara al-ayb*" meaning option of defect.

This option is guaranteed by the shari'ah and its applicability is inherent in nature irrespective of whether or not the parties have agreed on it. It is a general rule that there shall be no deceit or fraud in sale transaction among Muslims. It has been reported that the Prophet (PBUH) said:

*"A Muslim who sells something that has fault to his brother should make him aware of that fault"*¹⁹²

It was also reported that the Prophet (PBUH) said:

*"It is illegal for some one to sale some thing without showing its real quality and it is illegal for some one who knows about it not to show it"*¹⁹³

In another tradition, Prophet (PBUH) adjudicated between two companions where one bought a slave from another only for him to discover defect with the slave. He complained to the Holy Prophet (PBUH), and He summoned the seller and the seller contended that the buyer had already made use of the slave. The Holy Prophet (PBUH) said:

*"He who bought a goat having its udder tied up should go back with it, milk it, and, if he is satisfied with its milk, he should retain it, otherwise he should return it along with a sa' of dates"*¹⁹⁴

From the foregoing Prophetic traditions it is crystal clear that Shariah frowns against deceit and fraud in business transactions, regardless of the agreement of the parties.

192 Ibn Majah, Ahmad, op cit al-Jaza'iri p. 510-511

193 Muslim No 280, Tirmizi 1315

194 Op cit al-Jaza'iri p.510

How it is Practice in Dawanau International Grain Market:

‘Algusu’ is found all over the sections of the market, and it is of different kinds, depending on the commodities transacted. Some foodstuff traders especially commission agents (*yan-kayi-nayi*), retailers and wholesalers grade II that sell directly to consumers practiced these unfair types of activities. It is done by mixing expired foodstuff with fair one, impure with pure ones, contaminated with un-contaminated. Likewise, by re-bagging or placing big size grain sacks or yams above the small size, he (seller) presents it to the buyer that it is all big size even if the buyer enquires. Thus, he deceives the buyer who will think all the sacks are big and filled with pure grain or big yams throughout.

It is Ruling under Islamic Law:

‘*Al-Gus*’ (deception) is among the major prohibited attitude not only in business activities or transaction but in all other activities. The prohibition originated from Hadith sources: Abu Huraira narrated that the messenger of Allah (PBUH) happened to pass by a pile of food (grain), and when he inserted his hand into that pile, his fingers were moistured. He asked:

"ما هذا يا صاحب الطعام" ؟ قال: أصابته السماء يا رسول الله
قال: "أفلا جعلته فوق الطعام كي يراه الناس؟ من غشّ فليس
مني" رواه مسلم.

*What is this?" the man replied, 'O Messenger of Allah: these have been drenched by the rain; the messenger of Allah (PBUH) said: Why didn't you place this (damp part of the pile) at the top of the pile, so that people could see it? He who deceives us is not (one) of us (my followers)'. Relate by Muslim.*¹⁹⁵

As a result of this research work many foodstuff traders understand that deception or bribery in business is prohibited and the research also provides conceptual frame work on rulings and further explanation of jurists on its consequences and, with the aid of market guidelines on

195 Muslim No. 280, Tirmizi No.1315, Ibn Majah No.2224

trading reduced a significant number of traders' engagement into many kind of deception, and other business perjury.

(B) Bribery in Business Deals

Definition:

‘*Ar-rishwatu*’ (bribery) originated from Arabic word which means gift that serves as an instrument used to achieve a certain goal. ‘*Ar-rishwatu*’ derived from Arrisha’u (الرشاء), which is the rope of drawer that is instrument to get water from the well. However, the meaning intended here is what is given to establish falsehood or to nullify a truth.¹⁹⁶

How Rishwa is Practice at Dawanau International Grain Market:

Rishwa (bribery) is among the irregular activities and unbecoming attitude that some agents use to practice in the market, it is highly perpetrated by some youth agents that have not possess capital but rushed to any van, truck or trailers that arrived the market. Thus, the youth packed a heavy portion of the goods, targeting the buyer/seller to give them money which is neither for labor nor for the price of the goods. This money is called bribe, and usually collect it from the buyer/seller before transaction the goods with agent (*dillali*), in order to sabotage the trade completely.

It is Ruling under Islamic Law

Abdullah ibn Amr bn al-As narrated that:

"لعن رسول الله صلى الله عليه وسلم الراشي والمرتشي" (رواه أبو داود والترمذي)

The messenger of Allah (peace of Allah upon him) cursed the one who bribes and the one who accepts the bribe." Related by Abu Dawud and rendered authentic by At-Tirmizi¹⁹⁷

196 Al-Maqayisee p 336

197 Ibn Al-athir, ‘‘ Annihayat fi Garib al-hadith’’ Al-Asia Beirut, vol. 2 p.190

A contemporary scholar, Ibn al-Athir sees bribery intended in the first hadith by the Prophet to be the one that gives the bribe to the bribed as instrument to falsehood. But not what one gives to get one's right or to protect oneself from being wronged.¹⁹⁸

Other scholars like Shaikh Uthaimin opined that: the principle behind this, is that; the forbidden bribery is whatever is given to establish falsehood or to nullify truth, and whatever is spent to get one's right or to protect one's self from being wronged is also forbidden against the collector.¹⁹⁹

As a result of this research work many foodstuff traders understand that bribery in business is prohibited. However the research provides conceptual framework on its ruling and further explanation of jurists on it and, with the aid of Hisba and market guidelines on trading reduced great number of traders' engagement into whatever kind of, bribery and other emerging techniques of bribery in business transaction in the market.

(D) Lingering in Payment of Due Debt by the Wealthy

Definition:

Lingering in paying debts refers to the abnormal behavior of some wealthy people, cooperatives and companies whereby they delayed in paying back the debt or money they owed to others, despite their capability to settle the debt.²⁰⁰

How It Is Practice In Dawanau Grain Market:

This prohibited attitude (lingering payment of debt) by companies, wealthy merchants, wholesalers, retailers and individuals can be seen where each of them would collect money goods or debt that he is capable to settle but keeps it with him for his personal gain/ interest until he wishes to do so. However, agents who served as mediators/middle men between the suppliers and purchasers did the same especially when there is outstanding balance or debt between the supplier and the buyer. Thus, The supplier will be delayed until another one supplied therefore, they used the money collected from the new supplier to pay old supplier. Sometimes, the foreign

200 Op cit Ibn Al-athir vol.2 p.190, Ibn Al-uthaimin'' Fath zuljalali wa Al-ikram'' Maktabatu Nur, Harjeesa Somali vol.4 p.42

201 Majmu Al-fatawah vol.30 p.21 (new version)

200 Majmu Al-fatawah vol.30 p.21 (new version)

investors distributed money to wholesalers, retailers, individual to purchase sesame, hibiscus, and other grains for them but instead they use the money in their business or elsewhere.

It is Ruling under Islamic Law:

The act of delaying the payment of one's debt after having the ability to pay back is prohibited in Islam. According to what is narrated by Abu Huraira (may Allah be pleased with him) the messenger of Allah (SWT) said:

فإذا ابتع احدكم على مليء فليتبّع والظلم مطل الغني " رواه البخاري ومسلم.

*And if one of you is referred to a wealthy person (i.e. his debt is transferred to that person to pay it on his behalf), he should accept it "agreed upon"*²⁰¹

However, Amru bn ash-sharid narrated on his father's authority (رضى الله عنه) that the messenger of Allah (PBUH) said:

"لي الواجد يحل عرضه وعقوبته" حديث حسن.
يعني عرضه: شكايته, وعقوبته: سجنه.

*"Lingering in paying back a due debts (by one who can afford to pay), justifies his defamation and punishment"*²⁰²

Related by Abu Dawud and Nisa'i ibn Hibban graded it *As-Sahih*.²⁰³ To Abu Dawud, the reporters of this hadith, who narrated from his sheikh that Abdullahi bn Al-Mubarak said:

*"Justify his defamation" means he should be pressurized to pay it back and his punishment means he should be imprisoned".*²⁰⁴

201 Bukhari No.2287, Muslim No.564, Nasa'i No.4688

202 Ibid

203 Nasa'i No.4689, Abu Dawud No.3628, Ibn Majah No.2427.

204 Nasa'i No.4689, Abu Dawud No.3628, Ibn Majah No.2427

Aliyyud Danafisy also said:

*“Justifies his defamation” means: He should be pressurized to pay it back and “his punishment” means he should be imprisoned”.*²⁰⁵

(E) Selling of One’s Belonging and Claiming Profit on What Has Not Been Secured or Possessed.

Definition:

This segment comprises three different issues: The first is on selling what is not one’s belonging, i.e. the foodstuff or any property that one is not its legal owner nor its agent. While the second is selling the property that is out of one’s possession, that is the properties that you cannot guaranty it, though you are expecting it from someone, or foodstuff that are in search. And the last is claiming the profit of what one has not secured or possessed, because the guarantor or possessor may detain the goods and also defect is not guaranteed.²⁰⁶

However, both the classical and contemporary scholars attempt to define the concept, but they achieved only tightening the scope of the concept upon their wide difference and opinions. Nevertheless, the terminologies contained in this concept are clear and plain. Some Hadith contained the terms and provides the details needed to comprehend the issues.

How these Issues are Practice in Dawanau Grain Market:

These unbecoming businesses are rampant in all business dealings, it can be found in different sections of the market and it is not restricted to agents only but individuals, retailers and wholesalers. Agent and his boy excelled in this kind of transaction by hijacking the buyer of any given commodity and taking him to the goods but it is not his belonging in order to exploit the opportunity of knowing its owner. In this vein he seizes the opportunity to sell the goods to the buyer at a higher price and includes his “*camama*” that is why they are called (“*yan-kayi-nayi*”),

²⁰⁵Nasa’iy No.4689, Abu Dawud No.3628, Ibn Majah No.2427

²⁰⁶Nasa’iy No.4613, Abu Dawud No.2019, Ibn Majah No.2187, Amad No 15374, Tirmizi No 1232

this is with prior consent of the owner of the goods. This denotes selling of one's belonging and claiming the profit of what one has not secured or possessed.

However, sometimes, the wholesalers sold their goods on supply, when the goods are on transport before its arrival, they collected the money of the goods from the retailers or consumers especially foodstuff when highly needed:

It is Ruling under Islamic Law:

Different traditions were narrated by Amru bn Shu'aib through his father Hakeem bn Hizam and other companions (May Allah be pleased with them) concerning the prohibition of these transactions. Those that are more relevant to the subject matter are as follows:

- a) Selling of some one's belonging without his consent is absolutely prohibited in Islam, according to the hadith narrated by Amru bn Shu'aib through his father that Allah's messenger said:

"لا طلاق إلا فيما تملك ولا عتق إلا فيما
تملكوا لا تبيع إلا فيما تملك" (رواه أبو داود والنسائي).

*"There is no divorce (of wife) except in which one owned, there is no emancipation (of slave) except in which one owned, there is no selling (of goods) except of what one owned"*²⁰⁷.

- b) Hakeem Ibn Hizam and Amru Ibn Shu'aib through his father narrated hadith on the prohibition of selling what is not one's possession. Hakeem bn Hizam said: I ask the prophet:

يا رسول الله (صلي) ياتين الرجل فيسألني البيع ليس عندي, أبيع
منه ثم إبتاعه له من السوق, قال: "لا تباع ما ليس عندك" (رواه
الأربعة)

Man comes to me and asks me to sell for him what is not in my possession, should I sell to him (i.e. bargain with him) and then go

209 Nasa'iy No .4612 , Abu Dawud No.2019

and buy it for him in the market; he said: "don't sell what is not in your possession" ²⁰⁸ Related four

However, Amru bn Shu'aib narrated hadith on his father's authority who reported from his grand father (May Allah be pleased with him) that the messenger of Allah said:

"لا يحل سلف وبيع, ولا شرطان في بيع, ولا ربح ما لم يضمن
ولا بيع ما ليس عندك" (رواه أصحاب سنن).

It is prohibited to have a loan combine with a sale (in one deal), or have two conditions in a sale, or claim a profit on something which is not in your possession. There is no selling what is not in your possession" ²⁰⁹

Related by five Imams; Tirmidhi, Ibn-Khuzaimah and Hakim graded it as *Sahih*

C -Islam prohibited claiming the profit of what one has not secured or possessed, in accordance with the above tradition and the narration of Hakeem bn Hizam and Abdullahi bn Abbas (May Allah be pleased with them). Hakeem bn Hizam said:

إبتعت طعاما من طعام الصدقة فربحت فيه قبل أن أقبضه فأتيت رسول
الله صلي فذكرت ذلك له، فقال: "لا تبعه حتى تقبضه" (رواه النسائي
وأحمد).

I bought food from the charity food, and I made profit in it before I receive it, then I came to Allah's messenger and I mentioned that to him. And he said: "Do not sell it until you grasp it. ²¹⁰

However, the prohibition of the above hadith is not restricted to foodstuff but to all kind of properties, rights and goodwill based on what Tawus narrated, that he heard Abdullahi bn Abbas (May Allah be pleased with them) saying:

210 Ibn Majah No.2187, Abu Dawud No.3103, Tirmizi No.1232, Nasa'I No.4613

209 Tirmizi No.1234, Abu Dawud No. 3504, Ibn Majah No. 2188, Nasa'I No.4611.

210 Ahmad No. 15374, Nasa'I No.4603

"أما الذي نهى عنه النبي (صلي) فهو الطعام أن يباع حتي يقبض قال
ابن عباس: ولا أحسب كل شيء إلا مثله" (رواه البخاري)

*But only what was prohibited by the prophet is that foodstuff
should not be sold until it is grasped; and Ibn Abbas said: and I
don't think there is anything except that is applicable to it".²¹¹*

Selling one's belonging and claiming profit on what has not been secured or possessed is also a common activity practiced by the foodstuff traders in Dawanau Market and dictating it can only be possible by intellectual observation or through market personalities. Nevertheless, with the aid of this research result and collaboration with Market Chairman, chief Imam and other market personalities the level is reducing every day.

(c) Hoarding

Definition:

It is a trading of something lawful and stored in order to be un-available among people, and difficult to be obtained, and as a result of this act people were cheated.²¹²

The technical meaning of hoarding is: trading of foodstuff and it's a like stored until it is highly needed for about forty days, based on the saying of prophet.

*Whoever hoards for Muslims forty days Allah will catch him with
leprocy and or bankruptcy"²¹³*

How Hoarding Is Practiced In Dawanau International Grain Market:

Hoarding in Dawanau international Grain Market is rampant, mainly by grain sellers and other foreign investors, even though, some perceived it to be "storage" or preservation of product through modern technology such as bag under wear, chemicals and other modern devices for storage. Nevertheless, the market is built up with standard long stores and shops where foodstuff are bought and stored in when it is available and cheaper. These products are mixed with

211 Bukhari NO.2135, Tirmizi No.1291

212 Ibid.2135 Tirmizi No. 1291

213 Op cit Bidayat al-Mujtahid wa Nihayat al-Muqtasid vol 2 pp.

chemicals, insecticides and re-bagged, then stored in sealed stores and shops for months and years, until the products double or triple its original prices. This unbecoming attitude is not limited to one body or section in the market but the whole, both wholesalers, retailers, individual, foreign and domestic investors are practicing it except those who have religious consciousness, plus modern awareness of its economic and health implications.

It is Ruling under Islamic Law:

Allah the exalted prohibits hoarding and forbids it due to its implications and human sabotage. Abu Dawud, Tirmidhi and Muslim narrated hadith from Muammar that Prophet (PBUH) said:

"من احتكر فهو خاطيء"
"The sinner is he who hoards"²¹⁴

Indeed, Ahmad, Hakim, Ibn Abi Shaibah and Bazzaru narrated that Prophet (PBUH) said:

"من احتكر الطعام أربعين ليلة فقد بريء من الله وبريء الله منه"
"Whoever hoards foodstuff forty days has really disassociates from
Allah and Allah dissociates from him".²¹⁵

However, Imam Malik provides a topic on "Hoarding" and Imam Zurqani in his explanation on Muwatta Malik explains it and also Shaikhul-Hadith al-Halawiy (الهلووي) explains it and provides the following ruling:

It was narrated that Umar (May Allah be pleased with him) went with his companions, they suddenly saw bulky foodstuff gathered by the Maccan's door, he said: what food is this? They said it was exported to us, and then he said: May Allah blesses the importer of it, and then he was told. It was indeed hoarded, he said: who hoards it? They said: It is Uthman and yours households (slaves). Then he send to them, he ask them, what cause you to hoard Muslims' foodstuff? The two said: We bought it with our money and sold it, he said: I heard the messenger of Allah saying:

214 Op cit Fiqhussunnah p 162

215 Op cit Fiqhussunnah p 162

"من احتكر على المسلمين طعامهم لم يمت حتي يضره اليد بالجزام أو
الإفلاس"

*"Whoever hoards the foodstuff of Muslim will not die unless
leprosy catches his hands or bankruptcy".²¹⁶*

Therefore, the narrator says: The Usman's slave sold his own and said: I swear to Allah I will not do it forever, while Umar's slave didn't, he said, I saw him leprosed. In another tradition, it was narrated that prophet (PBUH) said:

"الجالب مرزوق والمحتكر ملعون" وفي رواية "فقد بريء من الله وريء الله
منه" وفي أخرى "فعليه لعنة الله والملائكة والناس أجمعين, لا يقبل الله
منه صرفا ولا عدلا" شر نبالية, وقيل شهرا, وقيل أكثر.

*"The importer or supplier is blessed while the hoarder is cursed" in
another narration "he disassociated from Allah and Allah
dissociated from him" in another narration "The curse of Allah
and the Angels and the entire people on him" Allah will not accept
from him avert (punishment)..."²¹⁷*

Muwaffaq said: The prohibited hoarding that the collective jurists agreed upon is what satisfied the following conditions:

- i- Buying products, supply or import to control its scarcity and stored it is not hoarding based on what is narrated from Alhassan and Malik, and Auza'iy said: The supplier is not a hoarder based on the saying of the prophet (HPBU)
"The importer is blessed while the hoarder is cursed".²¹⁸
- ii- The commodity should be a basic food (grains and its like), but fruits, paw-paw, and its like, animal feeds and vegetables there is no hoarding on it. Al-Athrami said: I asked Aba Abdallahi: on what things hoarding is? He said: if it is the basic food of

216 Op cit Aujaz al-masalik vol.11 p.247-251

217 op cit Aujaz al-masalik vol.11 p.247-251

218 op cit Aujaz al- Masalik pp.247-251

the area, it is detested. And this is also the saying of Abdullahi bn Umar. Said bn Musayyib use to hoard Zait.²¹⁹

- iii- When the foodstuff hoarded result its scarcity and the people are sabotaged, and this cannot be possible unless two things are completed: It must be a place where hoarding sabotage its people like Maccah and Madinah, excluding nation that hoarding cannot sabotage its people like Bagdadah, Egypt and Iran, in those places hoarding is not prohibited. Secondly, it should be in hard time when business men buy the products and stored to sabotage the people, but if they bought it when it is cheap and available and no one can be cheated, this is not detested.²²⁰

Ibn Al-Arabiyy in explaining Tirmidhi said: hoarding has place and time, the place is the products. Malik and Thauriy said: hoarding is on everything that cheate the people except fruit/vegetables. Ahmad bn Hambal said: hoarding is on foodstuff only in Macca and Madinah not Egypt. While jurists differ in its time, some said always and others said unless when it is in higher demand. If the head of the state is afraid and it may result to death of the people, he should collect the foodstuff and distribute it among his people, and whenever it is over he should also compensate the hoarder²²¹. Albeit, Malik in Muwatta said:

"أنه بلغه أن عمر ابن الخطاب قال: لا حكرة في سوقنا, لا يعمد رجال بأيديهم فضول من أذهب إلا رزق من رزف الله نزل بساحتنا ويحتكرونه علينا, ولكن أيما جالب جلب على عمود كبده في الشتاء والصيف, فذلك ضيف عمر, فليبع كيف شاء الله وليمسك كيف شاء الله".

Malik heard from Baihaqi that Umar bn Al-Khaddab said: there is no hoarding in our market (Macah & Madinah), a man does not expect bounty of gold that we obtained it in excess to bounty from the bounties of Allah that blessed our town with it and hoards for us, but whoever (exporter) exports in the wet and dry time, those

219Ibid Aujaz al- Masalik pp.247-251

220Ibid Aujaz al- Masalik pp.247-252

221 ibid Aujaz al- Masalik pp.247-252

*are the Umar's guest, he should sell as Allah wishes and he should hoard as Allah wishes*²²²

The above tradition provides the conceptual frame work of hoarding, and the following lessons: -

- No hoarding in Maccah and Madinah as it was in the view of Imam Ahmad bn Hambali, because it is an agrigarian environment.
- People should not cumulate and hoard what Allah blessed his people with but whatever you suffered in its production, transportation you can store it until you wish to sell.
- There is no blessing except the blessing of Allah.

However, hoarding can be controlled, when leaders have religious consciousness, as Umar bn Khattab said: "لا حكرة في سوقنا" (*No hoarding in our markets*).

Hoarding is only on goods, depending on the rate of its demand, place where hoarding can be done, and then time or period that can be possible. Hoarding is limited to foodstuff and basic food of a given environment except fruits, vegetables and legumes.

The research work helps in having significant figure of foodstuff traders that now understand the concept of hoarding, its legal position and its implication at individual, corporative and company level in the market. However, the chairman, hisba office and the chief imam of the market's Friday mosque contributed in making the traders to comply with Shariah guidelines on hoarding and in overcoming it in Dawanau Market.

(G) The Towns Man Sale on Behalf of a Man from the Desert.

Definition:

This is when a man from the desert or foreigner arrives with a commodity wanting to sell it on that day's price, a townsman is not permitted to control him and tell him to leave the commodity with him and sell it after a day or days for him.

222 op cit Muwattah Malik p.507

How the Town's Man Sales on Behalf of a Man from the Desert is Practice in Dawanau Grain Market:

This negative kind of business activity is practiced in the market when people from villages and towns as well as foreigners brought their commodities for sell. Agents and other business personalities collect the commodities and delay the transaction until something is added on its original price, or the agents some time add a little amount on its price.

Town's Man Sales on Behalf of a Man from the Desert under Islamic Law:

This unbecoming practice of business transaction is prohibited according to the saying of the prophet (PBUH)

"لا يبيع حاضر لباد، عوا الناس يرزق الله بعضهم من بعض"

"The townsman should not sell for a man from the desert, and let people get benefit from each other" agreed upon.²²³

Another hadith narrated by Abdulrahman bn Abdullahi bn Dinarin, he said: My father discusses it with me that Abdullahi bn Umar said:

"نهي رسول الله (صلي) أن يبيع حاضر لباد وبه قال ابن عباس"

"The messenger of Allah forbids townsman to sell for a man from desert" Ibn Abbas said: No agents between.²²⁴

Based on the foregoing discussions on the concept of lingering and its legal position, implication and way forward with the foodstuff traders and market personalities in the market a significance number of individuals, corporatives and companies are now keeping away from lingering and complying with the legal way of settling debts.

224 Bukhari No. 2274, Muslim No.1521, Nasa'I NO.4492
224Nasa'I No 4497

(G) Usury /Interest

Definition

The Arabic word “*Riba*”(Usury) is from ‘Riba’ meaning ‘to cut’ or ‘to prosper’. The notion of *riba* has come from etymological definition of ‘*zada*’ or ‘*ziyadah*’, which means addition or increase, whether it be kind or money, as an excess or surplus over and above the loan capital and transaction²²⁵. Technically, ‘*riba*’ means increase in the principal without any contract of sale²²⁶. In another vein, *riba* is the additional sum which the creditor charged from the debtor at a fixed rate on the principal he lent, that is, interest²²⁷. According to the international institute of Islamic thoughts²²⁸, *Riba* means any excess compensation without due consideration (consideration does not include time value of money). It is also an unjustified increment in borrowing or lending money paid in kind or in cash above the amount of the loan as a condition imposed by the lender. Similarly, an unjustified increment gained by the seller or the buyer when they exchange goods of the same kind in different quantities is *riba*. *Riba* is sub-divided into two types: *Riba Al-Fadlu* and *Riba Al-Nasi’ah*.

- i. *Riba al Fadl*: is defined as the excess compensation without any due consideration resulting from the sale of goods. It was defined by the Holy Prophet (PBUH). From Abu Sa’id al-khudri (R.A) the Prophet (PBUH) said “Gold for gold, silver for silver, wheat for wheat, barley for barley, dates for dates, and salt for salt-like for like, and hand to hand. Whoever pays more or takes more has indulged in *riba*, the taker and the giver are alike (in guilt)” (Muslim, *kitab al musaqat, Bab al-sarfi wa bay’i al-dhahabi bil-waraq*; also in Tirmizi).²²⁹

ii *Riba al-Nasi’ah*; is defined as excess which results from predetermined interest (social) which a lender receives over and above the principal. Similarly, the giving or taking of any excess amount

225 OP Cit Razali 1999 p.117-118

226 ibid Razali 1999.p.117-118

227 Chaudhry 1988, p. 276 277

228 International institute of Islamic thoughts, (Nigeria Office) Islamic Economics: A Book of Readings p. 63, 2012

229 International institute of Islamic thoughts, (Nigeria Office) Islamic Economics: A Book of Readings p. 63, 2012

in exchange of a loan at an agreed rate is interest irrespective of whether at a high or low rate. It is the real and primary form of Riba cited in the Qur'an and declared as *haram*. Imam Abu Bakr Hassan Razi comprehensively defines *Riba an-Nas'ah* as "That kind of loan where specified repayment period and amount in excess in capital is predetermined" and hadith quoted by Ali bin Abi Talib (R.A) has defined *Riba al-Nasi'ah* in the same words. Holy Prophet (PBUH) said: "Every loan that draws interest is *Riba*. *Riba Al-Nasi'ah* can also be explained as an exchange of something (gold, silver, Naira, kobo, grains, barley or dates) in conditioned that excess for delay to take interest."²³⁰

How *Riba* is Practice in Dawanau Grain Market:

According to the researcher's observation and personal interview with some of the market personalities, businessmen are not directly engaged in "*Riba Al-fadhl*" by selling grains of the same type/kg/muds for the excess except few that exchange one sack of grinded grain (40 muds) for one sack of un-grinded (45 muds). However, majority of the investors, companies, suppliers, wholesalers, retailers and consumers are practicing "*Riba al-nasi'ah* by operation/transaction with conventional banks, this results many branches of the banks and out of which no single Islamic/sharia full-pledged bank are in place. Furthermore, about 2/3 of the market consumers are foreigners and $\frac{1}{3}$ are local consumers and about 90% transact through conventional banks."²³¹

The Ruling Of Riba under Islamic Law:

Usury (*Riba*) is prohibited by Qur'an, Sunnah and jurisprudence. According to the Glorious Quran;

*"But Allah hath permitted trade and forbidden usury God deprives interest of all blessing but blesses charity. He loves not ungratefull sinner"*²³²

²³⁰ Ibid p. 70

²³¹ Interview with Alhaji Auwalu Yusuf, New appointed chairman Dawanau International Grain Market Traders Association, in his office, on 2/9/2019

²³² *Quran* 2:275-276

*“O believers, fear Allah, and give up what is still due to you from the interest (usury), if you are true believers”*²³³

The messenger of Allah (PBUH) prohibits usury in many traditions; Jabir (R.A) reports that Prophet (PBUH):

“Cursed the reciever and the payer of Interestthe one who recordsand the two witnessesto the contract and said:”All the two are alike (in guilt)”related Ahmad²³⁵

Abdullahi ibn Hanzalah (R,A)reports that theProphet(PBUH)said:"a dirhan of ribawhich a man receives knowingly is worse than committing adultery thirty sixtimes".²³⁶

“Hell fire befits him whose flesh have been nourished by the unlowfull”

"الربا ثلاثة وسبعون بابا أيسرهما أن ينكح الرجل أمه، وإن أربي
الربا عرض الرجل المسلم" (رواه الحاكم)

236 Muslim, kitab al-musaqat, Bab la'ni akili al-riba wa mukilihi; also Tirmidhi and Musnad Ahmad

*“Riba is classified into seventy three types, the minor type of them is equal to the sin of committing adultery with ones mother”
related Hakim”.*²³⁷

Some traditions enumerate six different commodities in whose trade riba can arise, these are gold, silver, wheat, barley, dates, and salt, these commodities can only be bought and sold in equal quantity and on the spot. An equal sale or a differed sale of these commodities will constitute Riba and in fiqh terminology they are called “*Amwal-e-Ribawiyya*”. Its source is in accordance with the saying of the messenger of Allah (PBUH):

"الذهب بالذهب، والفضة بالفضة، والبر بالبر، والشعير بالشعير، والتمر بالتمر، والملح بالملح، مثلاً بمثل، سواء بسواء، يدا بيد، فإذا اختلفت هذه الأصناف فبيعوا كيف شئتم إذا كان يدا بيد" (رواه مسلم)

*“Sell gold for gold, silver for silver, wheat for wheat, barley for barley, dates for dates, and salt for salt: like for like equals for equal, and hand to hand, but if that type differ, then sell as you like but hand to hand”*²³⁸

Does the above hadith apply to the items mentioned only? Does it concern sale of barley or wheat but not rice? Of dates but not raisins; Islamic scholars such as Tawus and Qatadah hold that Riba al-fadl includes these specified types only while others agreed that some other items should also be included. In answering the above questions some jurists hold that the characteristics which are common amongst these items can be used as basis (*illat*) for *Riba al-fadl*. An *illat* is the attribute of an event that entails a particular divine ruling in all cases possessing that attribute; it is the basis for analogy. Fellows and imams have compared all what is similar to these (measured, weighed or stored) sources in meaning and reason and the same for grains, oils, honey and meat. Sa'id ibn Musayyib said: “there is no way except for what is measured or weighted from what we eat or drink. Therefore, fruits, vegetables, are not included in usury, because they cannot be

237 Hakim

238 Muslim

stored, measured or weighted and are not basic foods like grains and meat as it is in the above traditions.²³⁹

Usury is sub-divided into three, the first is selling two things from the same kind such as gold for gold, wheat for wheat, or dates for dates in excess, this is in accordance with the hadith narrated by Bukhari and Muslim that:

أن بلالا جاء إلى النبي (صلى) بتمر برئي فقال له النبي (صلى) من أين هذا يا بلال؟ قال: كان عندنا تمر رديء فبعت صاعين بصاع ليطعم النبي (صلى) فقال البي (صلى) أوه!... عين الربا ... عين الربا ... لا تفعل ولكن إن أردت أن تشتري فبع التمر بيع آخر ثم اشترى به" (متفق عليه)

Bilal went to the Messenger of Allah (PBUH) with ripe dates, the messenger of Allah (PBUH) asked him: "where have you got that? Bilal said: I had bad dates, I sold two for one to feed the messenger of Allah (BUHP), the messenger of Allah (PBUH) replied: "oh, that is the evident usury... Evident usury... Do not do that but if you want to buy sell the dates again then buy²⁴⁰

The second: selling two different things such as gold and silver or wheat dates and other commodities. One of them exists and the other does not due to the saying of the prophet (PBUH).

"لا تبيعوا منها غائبا بناجز" وقوله: "بيعوا الذهب بالفضة يدا بيد" وقوله: "الذهب بالذهب ربا إلا هاء وهاء" (متفق عليه)

"Do not exchange what exists with what does not exist" saying: "Exchange gold for silver hand to hand" and his saying: "gold

239International institute of Islamic thoughts, (Nigeri a Office) Islamic Economics: A Book of Readings p. 72, 2012

240 Bukhari and Muslim

*that exchange for silver is usury unless it is exchanged hand to hand*²⁴¹

The third: when two things of the same kind are exchanged equally but one of them is absent “*Nasi’ah*” such as exchanging gold for gold dates for dates equally, however one of them does not exist, according the saying of the prophet (PBUH).

"البر بالبر ربا إلا هاء بهاء" (معنى هاء بهاء يدا بيد أي متناجزا)

*Wheat exchanged for wheat is usury unless it is exchange hand to hand*²⁴²

However, there is no usury within lawful (things and the different in type in a sale where the price and the commodity are different unless one of them is “*Nasi’ah*” and none of them is gold or silver at the time. Exchanging gold for silver in excess is permissible, more over the hand to hand exchange of wheat for dates or slat for barley in excess is also permissible because none of them was “*Nasi’ah*” base on the saying of the prophet (PBUH).

"إذا اختلفت هذه الأشياء فبيعوا كيف شئتم إذا كان يدا بي²⁴³

Furthermore, the trade of “*Asalm*” (in which the price is given in cash and the commodity is delayed to a long term) is also permitted. Based on the saying of the prophet (HPBU)

"من أسلف في شيء فليسلف في كيل معلوم إلى أجل معلوم"

“He who lends anything makes it in a known measure and for a definite term”.²⁴⁴

Riba divided into categories (الأصناف), majority of scholars from the companions down to the Imam opined that gold, silver, wheat and barley are all categories of *riba*, moreover, all kind of dates are categories, beans are also category (i.e beans are one category, chick-pea is a category,

241 Bukhari Muslim

242Muslim

243Bukhari No 2239, Muslim No 1604

244Muslim

rice is a category and meats are categories (i.e the camels, the cows, the sheep's, the birds the fishes fleshes are all categories.²⁴⁵

However, the Council of Islamic Fiqh of the Muslim World League and the Organization Of Islamic Conference Fiqh Academy issued the verdict that there are further opinions of Riba in Islamic jurisprudence such as; prohibited bank interest on services and loans and credits. The first type include Acceptance of current account deposits, safe-keeping of securities and bonds, sale of securities and bonds, issuing letters of credits, credit vouchers and currency exchange save services charge paid in return for these is considered wages. Depositing money for a fixed return (interest), interest on investment certificates and on saving account save reward or promise of price. For loans and credits, interest paid by banks for money deposited for fixed deposit account, interest paid for a direct loan, bank credit where a bank commits itself to place a sum of money at the disposal of the client for a certain period of time, deducting commercial papers-Bills of exchange- and negotiable promissory notes. In sum all scholars agreed that all types of additions over the principal lent or additions on deposits and all forms of bank interest stand prohibited²⁴⁶.

Albeit, the wisdom behind prohibition of usury in addition to testing the faith of a Muslim and his obedience to Allah includes the following:

- i. Securing the Muslim wealth from wastage
- ii. Urging them to invest in lawful and honorable means (farming, trading, production) and keeping away from cheat, deceit and quarrel.
- iii. Prevent Muslim from misappropriation of wealth and uncertainty.
- iv. Prevent Muslim from destruction, injustices and other immoral business attitudes based on the saying of the prophet (PBUH);

اتقوا الظلم فإن الظلم ظلمات يوم القيامة, واتقوا الشح فإنه من كان
قبلكم حملهم على أن سفكوا دماءهم, واستحلوا محارمهم

²⁴⁵Op Cit.AL-Jaza'iri p.

²⁴⁶International institute of Islamic thoughts, (Nigeria Office) Islamic Economics: A Book of Readings p. 63-77, 2012

Fear the injustice because it is darkness on the judgment day and fear the misery because it urged who were before you to shed their blood and break their limitation.”²⁴⁷

V- Opening of magnanimity of brotherhood in our economic activities through lending without interest, and other business disorder.

Therefore, by way of conclusion, it is important for Muslims to be well acquainted with the rulings on *riba*, so that they can save and rescue themselves from punishment of Allah with which He has threatened usurers. The Holy prophet (PBUH) also cautioned the Muslims that there will come a time for people when they will consider *Riba* lawful by means of trade. Moreover, *Riba* causes destruction to one's wealth and wipe off its blessing, devouring other people's wealth, unjust and iniquitous transactions, interest debars each cause from adapting any profession or occupation, uproots morality, breeds class conflict, usury concentrates wealth in fewer hands and the poor grow poorer and the userer is also hated by Allah as well as the people.²⁴⁸

Usury/Interest is also a general issue not only at market level but at beyond, nevertheless, based on what the research revealed on it both the Chaireman, chief Imams of daily and Friday prayers in their surmons, preaching and daily teaching result significance number of foodstuff traders are now keeping away from engaging in all kind of interest in Dawanau International Grain Market.

²⁴⁹ Muslim

²⁴⁸ Op. cit Islamic Economics : Book of Readings p. 77

CHAPTER FIVE

SUMMARYCONCLUSION AND RECOMMENDATIONS

5.1 Summary

The thesis is titled “Islamic Legal Perspectives and its Application on Foodstuff Trading Activities In Dawanau International Grain Market, Kano State” the study aims at assessing the position of Islamic Law on foodstuff trading activities and how it is applied in our Local and International foodstuff markets, in order to provide authentic business awareness among businessmen, small scale business enterprises, cooperatives and governmental organizations.

Chapter one of the research works started with study background and the problems to find out there solutions. Therefore, it digested the pivotal and basic roles that business transactions play in the life of a Muslim and the state economy. However, books of Jurisprudence (Fiqh) are the main sources that provide authentic analysis and rulings on different kinds of trade contracts both the familiar and the emerging ones. And application of these conceptual frame works of business activities in the real sense further brings out the beauty and relevance of Islam to our day to day activities.

The chapter also compared numeric aim and objectives of the research, its scope and limitations, its significance and the contribution were given to further bridge the gaps of knowledge, and lastly the methodology, where the information sourced and collected are brought forward and analyzed. The chapter two contains reviews of the research works that arerelated to trade activities. Many were not found written in Islamic studies on foodstuff trading activities. Nevertheless, “Trade and its Emerging Issues in the Light of Shariah and Jurisprudence, The Activities of the Fruit Sellers in Kano. ‘Yan Lemo Market from the Shariah Perspectives,. A Juristic Study of Business Transaction Taking Place in Kano, Islamic Banking and Finance “A leap from Theory to Practice”, Bayero International Journal of Islamic Finance (BIJIF) and the Islamic Council of Western Australia (ICWA) are the most relevant literatures the researcher reviewed.

However, chapter three provides the historical background of trading in Kano and the role of Muslim merchants. The chapter also accounts for the history of Dawanau international grain market, its geographical location, size and physical structure, establishment and development of

its economic activities, duties of its agents and Local Managers, economic importance of the market and type of foodstuffs brought and sold in the market with accounts of their sources.

Dawanau International Grain market is located between Latitude 12°6'6N and longitude 8°26'3E, the climate of the area is dry- and –wet code as AW according to Koppert's classification of climate. It also has a mean annual rainfall of 884 mm, and a mean annual temperature of 26°C with relative humidity of 50% and evaporation is 1772 mm while sunshine is about 8.5 hours per day. However, the market is International, urban and regional basking market located at Dawanau town along Katsina road, Kano state. The market is also a commercial hub of grains and seed trading across the world. It is established sometime in 1983 as a result of fire disaster at Rimi market Kano. The market was successfully constructed with the aid of Alh. Ahmad Uba around May 1985 during the administration of late Bashir Garko and the military administrator of Kano state Hamza Abdullahi. Dawanau International Grain Market Traders Association as the mother union brought a lot of changes in the market. The changes are in religious, economic, social and political issues, and also tried in solving challenges and predicament taking place among the businessmen and the business dealings in the market.

The foodstuff in Dawanau market includes grains, Yam, Beans, Gari, Sesame, ginger, Moringa, grinded grain, vegetable, meat, termaride and others. The sources of these commodities are markets within the nation and other African markets. However, the goods are taken to different destinations within the nation and outside as far as Chad, Niger, Mali, Cameroon, Asian and Arabian continents. Therefore, the economic importance of Dawanau market is beyond individual but Local, state, nation and the world in General.

Chapter four of this research is the back bone and yardstick. Therefore, it consists of five different segments. The first segment contains the concept of Islamic Economic Activities its ruling and importance it is also divided into three sub- segments; Definition of Islamic economic activities, legal position and importance of Islamic Economic Activities. The researcher discusses fully on literal and technical meanings of trade and its basis from the books of the four schools of Law, such as “Almajmu” and “Mugni,” and lastly comes out with the most authenticated ruling with regard to the subject matter, While in the second segment we learnt that economic activities are legal, based on the Quran, Sunnah, and the ruling of the companions and their followers, and Muslims jurist unanimously agreed upon these.

Business dealings or transactions are binded with ethics and meritorious principles such as honesty and trust, avoidance of oath talking, learning and mercy, charity and other gifts, acquisition of the knowledge of trade and many more, in order to control and protect trading and traders from deceit, cheat, bribery, adulteration and other unbecoming activities.

The sub- segment shows that, trade is categorized in to five kinds namely; trade based on the product to be contracted on, and the time of exchange between contractors, trade based on stipulated and un-stipulated price of the products, trade based on its validity and invalidity of the contract, and trade based on its authenticity.

- i. Therefore, trade based on the product to build contract on divided also into four kinds: Exchange of product with money, exchange of money/equivalent with money/equivalent, also binded by 3 conditions. The third is exchange of product with product and the fourth is exchange of money or product with services.
- ii. However, Trade based on the time of exchange of product with money or its equivalent sub- divided also into four; Baiu Naqad, Bai'u Salam, trade of debt with debt and trade in advance (Bai'u Ila- Ajalin).
- iii. Furthermore, trade based on additional price to the stipulated and un stipulated price of the product is also sub- divided into nine; Baiu al- Musawamah, Bai'u al- Muzayada, Bai'u al- Murabahah, (profit trading), Bai'u al – Tauliyya, Bai'u al- Wadi'ah, Bai'u al- Ishtirak, Bai'u al- Munafasah, Bai'u al- Istirsal and , Bai'u al- Mu'allaq.
- iv. While Trade based on its validity or invalidity is sub-divided into 2 kinds, these are valid trade and invalid trade. However, jurists differ on the concept of valid. Nevertheless, some perceived it to be false trade, or a kind of trade that failed to meet or differ in its conditions, pillars, and formulation, and others perceived it to be equal (invalid and false).
- v. Lastly trade based on when it is obliged or not obliged upon the contractors, or one of them is divided in to three; Bai'u Nafizun Lazim, Bai'u Nafizun Laisa Bi Lazin and Bai'u Mauquf. But the third of this kind is binded by many restrictions.

In addition, trade has pillars and the conditions attached to each, though, jurists differ on the pillars. Some jurists perceived that trade contract is built upon 3 basic pillars i.e. formation, contractors and subject matter. But Abu Hanifa limits it to only formation, and Jamalu

(Shafi'ite) views it as six (6), in it is practical sense; contractors (buyer & seller), product (money /money worth), formation or any sign in lieu of it. However, emerging issues related to offer and acceptance were fully discussed, especially, issue of writing and clear sign of offer and acceptance by those who are capable or in – capable of expressing it.

However, the researcher provides the sufficient literature on the meaning of food, and food forbidden by virtue of the holy Qur'an and the Sunnah of the prophet (PBUH). The segment also provides that, there is enough food in the world to feed everyone but the challenge or predicament is on management. Eating and drinking are obligatory assignment upon every living thing. In discussion the nature of food stuff distributions in Dawanau Market, the researcher starts with explaining the concept of market and marketing in Islam, where Scholars views, economists and market perspectives on its meaning were also expressed. However, the chain of foodstuff distribution is of three types; grains wholesale, retail sale, commission agent and consumers. While the nature of their activities are 'The regular' and 'The irregular' ones. The regular ones are the activities of Fatake (External merchant), 'Dillai' (agents), 'yan- Kayi- Nayi' (Commission agents) and Fatake na – gida (internal merchants). While the irregular activities are; Algu, Camama, Wawa, trading during salah and others.

Furthermore, the last segment of the chapter revealed that, based on shari'ah point of view the activities are divided into two (2) permissible and non – permissible activities. The permissible ones are; contracting business by letter writing /messenger/ and phone call/message, Brokerage, and Mudharabah. While the prohibited activities are; Business transaction during prayer time and within the Mosque premises, deception, bribery in business dealings, lingering in payment of due debt by wealthy. Hoarding, sale of townsman on behalf of a man from the desert, usury (interest) and other prohibited business dealings along the line.

The researcher also discusses each of the above permissible and non permissible activities of the foodstuff traders taking place in the market by defining and explaining how these activities are applied there and concluded with the views and rulings of Islamic jurists on each.

5.2 Conclusion

The focus of this research work is intended with tracing the concept of Islamic economic activities and the activities of foodstuff traders that are and not in line with shari'ah at Dawanau

International Grain Market. Based on juristic interpretations and analysis of Islamic principles on economic activities and its practices, information obtained from the market personalities via interview, the main business activities practiced in the market are: supply, Wholesale, Retail sale, Agency, Commission, Labour and others. However, some of the business transactions carried out there that are based on Islamic principle are; trade through messages, Brokerage, Mudharabah, Hiring /Renting, Profit sale, credit sale, Adornment of Merchandise, Allotment of wages on labour and other related issues but only three out of which were discussed as sample.

However, the activities of the foodstuff traders carried out in the market some are regular and others are in-regular. The regular activities include the activities of the external and internal merchants, (fatake nawaje da na gida) such as importing and exporting of merchandise and price fixing. Other activities of agents (Masurumfa) and commission agents (yan – kayi – nayi) includes consultancy, accommodation, buying or selling in lieu of their merchants, mediation between wholesale retailers and external /internal merchants, adornment of goods and trading on credit basis.

The work also revealed that Wawa, camama, kayi – nayi, trading during sallah time, lingering in payment of due debts by wealthy, adulteration, hoarding, deception, selling of townsmen on behalf of men from the dessert and Collusion are among the prevailing activities that are not in accordance with shariah ruling and are being practiced in the market. Meanwhile, about 90% of the external and internal merchants, wholesalers and retailers and few individuals in the market engaged in interest based financial activities in their business, to serve as an easier way of money transfer and other business issues.

5.3 Recommendations.

For economic activities and traders to function effectively and efficiently the system should operate with shariah model which contains the entire necessary elements that can make it have successful operations. Numerically, the study recommends:

In general, there should be massive enlightenment and public awareness to make people understand the importance, purpose and potentials of Islamic economic thought and institution for they will further keep away from interest, usury, deceit and other un-becoming attitudes so that our economic growth and development will also be liken with other Islamic states.

- i. The system should be provided with shariah body to establish market information points in therural and urban markets and relay it to the traditional rulers, village Heads and other market personalities for better dissemination ofIslamic economic concept and discipline among the traders. This motion is further supported by the saying and action of Umar (May Allah be peaced with him):

It was narrated that Umar (May Allah his pleased be with him) used to go round the market beating some merchants, with the stick and keep saying:

“No buying and selling in our market save who acquired its knowledge, if not will engage in usury whether he likes it or not”²⁴⁹

However, in the light of the above, ministry of Commerce and industries, academic institutions and other government and non-governmental institutions that have sound and religious consciousness should be organizing seminars and workshops, training certificate toboth local and higher business merchants on theconcept of Islamic economic thought and institution) as isbeingorganized for drivers, accountants and farmers. Also it is applicability, Islamic economic thought and institutionis robustand pleasant economic system tested worldwide.

- ii. That the current business system that is prevailing in the market is business contract through television, radio, mobile phone, newspapers and short message services as revealed by many personalities in the market. Therefore, in view of these, the transaction is legitimate and permissible and also binded by Islamic principles and conditions as it was stated in the previous chapter. But collusion should be vanished thoroughly. Jurists described collusion as an artificial inflation of prices of the subject matter, and they, also described it as unlawful based on the following traditions:

The messenger of Allah (PBUH) is reported to have said:

249 Op Cit

"ما هذا يا صاحب الطعام" ؟ قال: أصابته السماء يا رسول الله
قال: "أفلا جعلته فوق الطعام كي يراه الناس؟ من غشّ فليس
مني" رواه مسلم.

What is this?" the man replied, 'O Messenger of Allah: these have been drenched by the rain; the messenger of Allah (PBUH) said: Why didn't you place this (damp part of the pile) at the top of the pile, so that people could see it? He who deceives us is not (one) of us (my followers)'. Relate by Muslim.²⁵⁰

This is where a buyer who has no intention to make an offer or bid may inflate the price in agreement with the seller to tempt other buyers to offer. And by contrast, where a person who has no intention of buying, in agreement with the seller may pretend to like the product and to know a lot about it or he may price it high to tempt the other buyers to offer more. However, it happens that the vendor or his agent may make false claim about how much was paid for the product in order to mislead the one who is thinking of offering.

However, the most and prevailing business contract in the market is via trade, phone call, bank transfer and letter writing, therefore, the system should be intensified with efforts in the area of financial institution such as Islamic bank, Islamic insurance, Islamic Sukuku Bond, Islamic capital markets, and other facilitating services such as Islamic warehouses, to curtail the level of hoarding in the market.

- iii. That agency services of *Dillali*, or *wakilin Dilali* or *yarondillali* should not be connived with either of the “*Dan – Camama*” or “*Wawa*” youth or any other corrupt individual or body to perpetrate any anti Shariah trade activities in the market without penalty, in as much as the penalty is not beyond shari’ah stipulations. In respect of that.

250 Muslim No. 280, Tirmizi No. 1315, Ibn Majah No. 2224

Shaikhul Islam ibn Taimiyya was asked about brokers who were transferring commodity of transaction to another, like the case of “Dan Camama’. He said: “It is not legitimate for an auctioneer, who is a representative of a seller in the public sale, to connive with anyone who will add the cost without the knowledge of the seller because he has made himself the seller and buyer at a time. And this is betrayal to the seller and if a group of people cooperated on this, they have deserved a series of punishment that will deter them, and their likes from this kind of fraudulent attitude. And it is part of the punishment to prevent them from the trade fair until their repentance is apparent”.²⁵¹. That lingering in payment of the due debt by wealth is among other prevailing issue in the market, the activities are not restricted to only individual but to the level of wholesalers, cooperative and company, this should also be vanished.

It is also expressed by ibn Taimiyya under the saying of the Prophet (PBUH)

*“Lingering in paying back a due debts (by one who can afford to pay), justifies his defamation and punishment”*²⁵²

Ibn taimiyya was also asked about a person who held the property of another and refused to release it. He said: Whoever hold the property of another and he has the ability to repay it, but refuse, verily he will be punished with beating and imprisonment time after time, until he delivers it, be it a debt or a trust or a wealth he usurped, or loan or rent, the judgment is also complimented /supported with the story of the uncle of Huyaiyn bn Akhtab of Khaibar, who refused to deliver the treasure of his nephew to the Prophet (PBUH). Then the prophet said O! Zubair this is up to you. And Zubair tortured him then he confessed and said: I saw him coming to these ruins. And it was found there in a bull’s leather²⁵³. Therefore, the challenge or bone of contention here is on application of such kind of judgment to individual and organizations. In this regard, the researcher also calls the attention of the mother association of Dawanau International Grain Market Traders association In collaboration with D/Tofa Hisba command and Kano State shariah commission and Hisba plus judge of shariah /Magistrate

251 Op Cit Majmu al-Fatawa, vol.29.P.143 (New version)

252 Nasa’i No 4689

253 Abu Dawud No 3006

court to, by analogy with the upper mentioned ruling, find out solution and judgment to this un-becoming attitude that prevails in Dawanau market and others.

However, transaction via conventional banks by Nigerian merchants and other Muslim is not paramount and excuse is not provided, due to alternative choices. Therefore, Quran and sunnah prohibited interest and garar (un-certainty) in so many verses:

*"... Whereas Allah has permitted trading and forbidden Riba"*²⁵⁴

*"O ye who believe: Devour not usury, doubled and multiplied: but fear Allah, that ye many (really) proper."*²⁵⁵

The messenger of Allah (PBUH) also prohibits interest where he said:

*And "Dirham that is earned by means of usury by man who know of the usury is worst than thirty sin of Adultery" 'Related Ahmad'*²⁵⁶

Allah the most exalted in another verse addressed the entire Muslims to fear Him and give up what remains of interest:

Allah has cursed the usurer, the one who buys in usury, the witness of usury contract and the writer of it "related Ahmad"

And "Dirham that is earned by means of usury by man who know of the usury is worst than thirty sin of Adultery" 'Related Ahmad'.

Allah the most exalted in another verse addressed the entire Muslim to fear Him and give up what remains of interest;

﴿يَا أَيُّهَا الَّذِينَ آمَنُوا خُذُوا زِينَتَكُمْ لَئِذَا كُنْتُمْ إِلَىٰ الْمَسْجِدِ أَوْ إِلَىٰ الْمَأْكَلِ أَوْ إِلَىٰ الْمَضْجَعِ أَوْ إِلَىٰ الْمَسْجِدِ أَوْ إِلَىٰ الْمَأْكَلِ أَوْ إِلَىٰ الْمَضْجَعِ أَوْ إِلَىٰ الْمَسْجِدِ أَوْ إِلَىٰ الْمَأْكَلِ أَوْ إِلَىٰ الْمَضْجَعِ﴾
البقرة: ٢٧٨ - ٢٧٩

O you who have believed, fear Allah and give up what remains (Due to you) of interest, If you should be believers. And if you do not, then be informed of a war (Against you) from Allah and His messenger.

This is further supported by His saying:

254 Quran 2:275

255 Quran 3:130

256

And Allah present an example , a city (i.e Macca) which was safe and secure, its provision coming to it in abundance from every location, but it denied the favour of Allah so Allah made it taste the envelopment of hunger and fear for what they had been doing (Q16:112).

۳ چڱي گڏجي ٿو

ه هـ □ الطلاق: ۲ - ۳

Albeit, the challenges or predicament is not about the concept or level of Muslim awareness about the important services rendered by Islamic Banking to individual, cooperatives and Nigerian economy but is about the limited branches operated at state and nation level due to the figure of Muslims population. This issue is supported by fact that the current chairman of Dawanau International Grain Market Association calls the Executive chairman of Jaiz Bank to operate a new branch in the market but the call is not appreciated. Therefore the market has the operational requirements of the bank because of its nature, diversity and complexity. However the Muslim community and individual should seriously have sense of self-reliance, they should consider it as a key to self-determination. Reliance on government for anything at all should be gradually de-emphasized and eventually phased out. A government which should have an identity, but which wants to have all identities and so ended up not having any identity is likely to be of little help to anyone with any identity. As the most exalted said:

“Lo! Therein verily is a reminder for him who hath a heart, or giveth ear with full intelligence (Q50:37)

109

Areas for further research

This study focuses on Islamic Legal Perspectives and Its Application on Foodstuff Trading Activities in Dawanau International Grain Market based on Islamic concept of economic activities permissible and non-permissible in the market. However, further studies may be carried out from the subject matter based on the following areas.

1. Theory and Practice of Bai'u Salam on Foodstuff Production, Distribution, And Consumption.
2. Islamic Agency: Problems and Solution on Foodstuff Trading Activities.
3. An Assessment of Mudharabah Model among Traders of Dawanau International Grain Market. Problems and Prospect.

4. An Assessment on Fruit/Vegetable Selling and Foodstuff Trading In The Light of Shari'ah at Na'ibawa Y/Lemo, Y/Kaba and Dawanau International Grain Market, Kano State

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Interviews

Alhaj Mustapha Maikalwa president Dawanau International Grain Market Traders Association (DIGMA) at his office on 08/10/2018, 11:00 am

Alhaji Ado Muhammad dealer of yam, Chairman Yam Sellers’ Association Dawanau International Grain Market at his shop, on 13/10/2018 around 11:00 am

Alhaji Auwal Abdullahi secretary Zobo Traders Association, wholesale of zobo, Dawanau International Grain Market, at his shop, on 06/09/2018 around 12:00 pm

Alhaji Dalliti YY Assistant Chairman 11 Dawanau International Grain Market Traders Association (DIGMA) at his office on 07/10/2018, around 11:00 am

Alhaji Idris Muhammad wholesaler of Sesame and Hibiscus and Chairman Treasure Loader of Loaders and porter of poters, at his office on 14/11/2018 around 10:00 am

Alhaji Uba Ahmad former sole Administrator Dawanau Market Development Association (DMDA) at his office on 17/11/2018 at 12:00 am

Auwalu Gero Dawa Chairman Gero Trading Association Dawanau International Grain Market, temporary site, at his shop on 13/10/2018 around 11:00 am

Hassan Ibrahim area manager Dawanau Tax Station, Kano State Internal Revenue Services (KRIS) at his office on 19/11/2018 at 11:00 am

Muttaqah Isah Sesame/Grain wholesaler, Dawanau International Grain Market, at his shop, on
06/09/2018 around 1:30 pm

Ya'u nuhu Tumfafi Exercutive Secretary 11 Dawanau Market Development
Association(DMDA) at his office on 19/11/2018 at 10:00 am

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APPENDIX I

GLOSSARY

<i>Al-Bai'u</i>	Trading (Buying and Selling)
<i>Al-Garar</i>	Uncertainty
<i>Al-Gish</i>	Deception/Cheating
<i>Al-Ijara-</i>	Hire/Lease/Rent
<i>Al-Iqalah</i>	Negotiated Rescission
<i>Al-Ji'alah</i>	Allotted Wages for Agiven Task /
<i>Ar-Riba</i>	Usury/Interest
<i>Ar-Rishwa</i>	Bribery
<i>An-Najshu</i>	Collussion/Temptation
<i>Al-Samsarah</i>	Brockrage
<i>As-Salam</i>	Advance Payment and Deffered Supply of Product
<i>Al-Qirad</i>	Agency
<i>Al-Mu'amalah</i>	Agency
<i>Al-Muqaradhah</i>	Refraining/Abstaining From Something
<i>Al-Mudharabah</i>	Journeying/Mingling
<i>Al-Malikite</i>	Maliki Jurist
<i>Al-Hambalite</i>	Hambali Jurist
<i>Al-Shafi'ite</i>	Shafi'i Jurist
<i>Al-Hanifite</i>	Hanafi Jurist
<i>Al-Mujallat Al-Ahkam</i>	Islamic Journal of Rulings on Emergence Issues
<i>Al-Musharakah</i>	Partnership
<i>Al-Murabahah</i>	Sale of Known Priced Product with Additional Amount
<i>Al-Muzayadah</i>	Public Selling Through Auction
<i>Bai'u al-Murabahah</i>	Trade Based on Expressed Cost of Product and Demand Additional Amount
<i>Bai'u Al-Musawamah</i>	Trade Based On Bargain

Bai'u Al-Muzayadah	Trade Based On Free Auction
Bai'u Al-Wadi'ah	Trading Of Product Lower Than Its Original Price
Bai'u Al-Ishtirak	Trading of product with part of its amount
Bai'u Naqad	Direct Exchange of Product with Money during the Contract
Bai'u Al-tauliyyah	trading of product without gain or Lost
Bai'u al-Munafasah	Trade Where a Buyer Displayed the Product and Sold It on Proposed Price
Bai'u al-Istirsal	Trade Where the Buyer /Seller Said to the Seller/Buy "Sell/Buy" me as you are Selling/Buying to Others
<i>Bai'u al-dain</i>	commencing business debt with debt
<i>Bai' u al – tauliyyah</i>	trading of product without lost or gain.
<i>Bai'u al- Munatasah</i>	A kind of trade where buyer developed his product and sold for lower
<i>Bai'u al- Istirsal</i>	A kind of trade where the buyer/seller said to the seller/buyer "sell/buy"
<i>Bai'u al- Mu'allaq</i>	A kind of trade the price of commodity is displayed in adverts.
<i>Bai'u al- Mouqt</i>	trade of product connected with the right of another (trade with an-infant).
<i>Bai'u al- Fasid</i>	Trade that failed to meet or differ in its condition, pillars and formation.
<i>Bai'u al- Nafizun – Laisa</i>	
<i>Bi Lazim</i>	Trade of legal product and practice, with no one's right is connected but there is choice in it.
<i>Al- Qubul</i>	Acceptance
<i>Al- Ijab</i>	offer
<i>Al- Sigah</i>	Formation
<i>Dillali –</i>	broker, agent/middleman
<i>Dan-sokale –</i>	Un-loader (laborer).
<i>Dan-lodi</i>	up-loader of food stuff
<i>Dan- camama</i>	who spoiled the business transaction

<i>Bafatake</i>	merchant who supply food stuff
<i>Basilla</i>	giant needle for weeing sack/bag
<i>Fiqh –</i>	Jurisprudence.
<i>Imam –</i>	A great Muslim Jurist or leader e.g Malik, Shafi'i
<i>Wakala –</i>	Agency
<i>Rabbal-mal –</i>	capital owner
<i>Ra'asul-mal –</i>	Capital
<i>Sherikat-al-amal –</i>	participation in of partner based on labor or skill
<i>Mai-basilla –</i>	sack-sewer of food stuff in Dawanau Market
<i>Mai-baro –</i>	the push carter/wheelbarrow
<i>Masu-baki</i>	Commission Agents
<i>Masu-Rumta</i>	Wholesalers
<i>Wawa</i>	plunder
<i>Yaron-dillali</i>	Agent's boy
<i>Tijariyya-Dirhams</i>	Variable Assets/Money
<i>Shari'ah</i>	Islamic Law
<i>Al-ajr</i>	Recompense/Reward
<i>Ijarah</i>	Contract on the benefit with recompense
<i>Arrisha'u</i>	What is given to an Agent to establish false hood
<i>Riba-al-Fadhli</i>	The excess usury
<i>Riba-al-Nasi'ah</i>	The delay usury
<i>Dirham</i>	Gold
<i>Ijma Sukuti</i>	Consensus, in case of tacit approval of some Jurists to the rule pronounced by others
<i>Istihsan</i>	Principle of law which is based upon a general principle of the law in preference to a strict analogy pertaining to the issue, usually used by <i>Hanafis</i> as well as <i>Malikis</i> .
<i>Khalt</i>	Mixing of shares

<i>Sharikat al-wujub</i>	Partnership based on credit-worthiness of the partners in which the ratio of profit and loss is based on the liability borne of the type
<i>Darb fil al-ard</i>	journeying Earth Seeking the Bounty of Allah.
<i>Dayn bi al-dayn</i>	Exchange of a debt for a debt (prohibited based on tradition and consensus of jurists)
<i>Fasid</i>	Vitiated, irregular, unenforceable
<i>Bida'ah</i>	Goods given to another for trading free of wages or sharing profit (Wholesaler leaving his store with another wholesaler when he is absent)
<i>Wilayat al-istidana</i>	Right/authority granted to <i>mudharib</i> to buy on credit beyond the limit of the capital of the partnership.

APPENDIX III
INTERVIEW

Department of Islamic Studies and Shari'ah,
Faculty of Arts and Islamic Studies,
Bayero University, Kano

Dear Sir/Alh/Mal.

I am student of Master of Arts(M.A) Islamic Studies and Shari'ah Bayero University, Kano, I am undertaking research work on "Islamic Legal Perspective and its Application on Foodstuff Trading Activities in Dawanau International GRAIN Market, Kano State. This interview is therefore, meant to acquire relevant information from you regarding the study. Please be assured that any information provided shall be used for this study only and shall be treated with utmost confidentiality.

Thanks.

Yours Faithfully

Ahmad Sulaiman
(SPS/15/MIS/00009)

APPENDIX IV

SCHOOL OF POST GRADUATE STUDIES

FACULTY OF ARTS AND ISLAMIC STUDIES

DEPARTMENT OF ISLAMIC STUDIES AND SHARI'AH

BAYERO UNIVERSITY, KANO

13TH, 2018

**TOPIC: ISLAMIC LEGAL PERSPPECTIVES ITS APPLICATION ON FOOD STUFF
TRAINING ACTIVITIES IN DAWANAU INTERNATIONAL GAIN MARKET, KANO
STATE**

SECTION (A)

DEMOGRAPHIC INFORMATION

1. Name: _____
2. Age: _____
3. Personality: _____
4. Section: _____
5. Business Type: _____

SECTION B

STRUCTURE INTERVIEW (BUYER SELLERS)

1. Do you engage in any business activities in the market? _____
2. If yes, state its name or nature: _____
3. Do you receive market information timely or daily basis: _____
4. If yes, through which communication medium you receive the information

5. Do you engage "Brokers" in your business? _____
6. If yes, what problems are you experiencing? _____
7. As a buyer or supplier in the market, what business problems are you experiencing?

8. Can you assess traders' activities that are based on Shari'ah in the market?

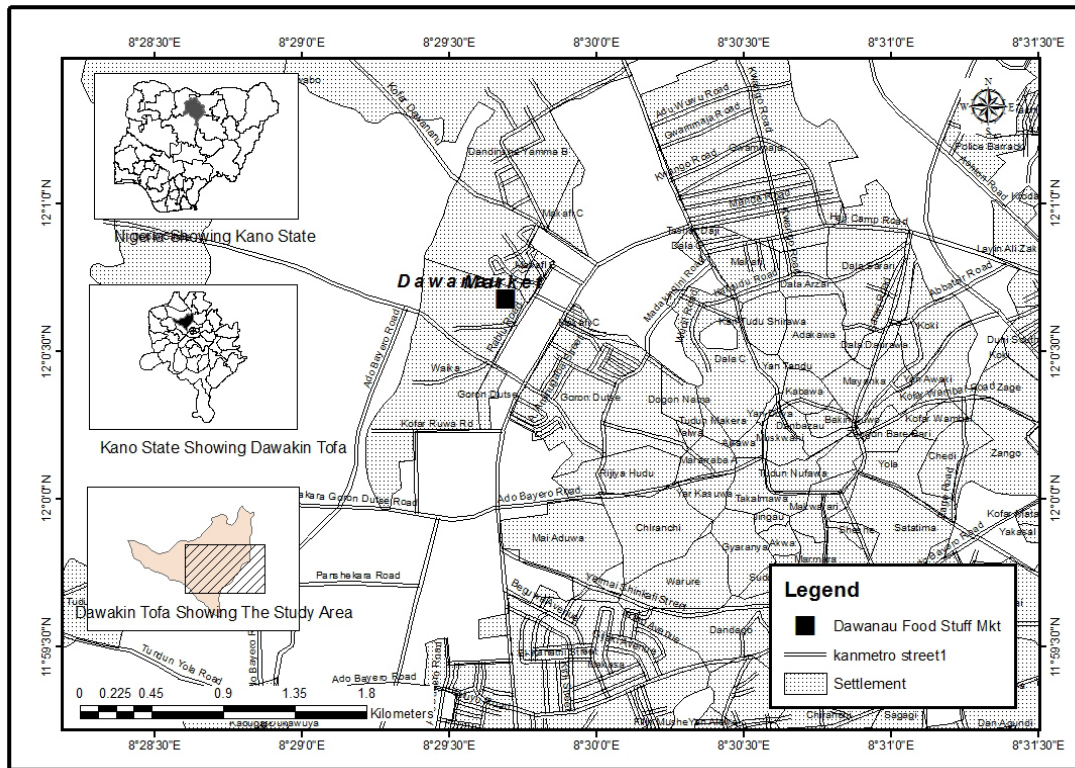
9. If yes, how can you assess it? _____
10. Does the market have Islamic services that are rendered? _____
11. If yes, on what issues and how these Islamic services are rendered?

12. As a buyer/supplier, how did the chain of goods distribution is in the market?

13. At what extent did the food stuff traders practices permissible activities in the market?

14. Does the market have warehouses: _____
15. If yes, state its nature and minimum storage duration:

APPENDIX V



Sou rce: cartographic Lab Geography Department BUK (Nov. 2017)