s'occupe de la partie nord de l'Arabie, sans pour autant que cette limite soit toujours fixe et qu'il n'y ait concernant un point ou un autre un peu plus de flexibilité géographique ou historique. Il développe en quatre chapitres les idées suivantes:


II. Les formes du mariage (48-86), contenant presque dix sortes allant du mariage-ba'il, pour aboutir à celui d'échange, de visite et de talaq...

III. Le champ d'activité de la femme et sa protection légale (87-112).

IV. Le mahram social (113-159) qui est consacré d'une part à la femme elle-même, dans les différentes phases de sa vie depuis sa naissance jusqu'à sa position sociale en tant que divorcée ou veuve, d'autre part à son rôle social et symbolique dans la tribu. L'auteur prête une attention spéciale dans ce domaine à la signification sacrée de la femme à l'intérieur de la tribu, pour laquelle elle est un symbole religieux de premier rang dans la guerre.

Il n'y a pas de doute ce livre, que Mme Reintjens a présenté comme thèse de doctorat, fourmille d'éléments intéressants et instructifs, et non seulement pour des ethnologues. Le côté le plus positif est du domaine des observations personnelles qu'elle a pu faire, heureusement non sans maladresses, dans le milieu en question. Certaines idées auraient gagné si elles avaient été plus approfondies ou justifiées davantage : ainsi le manque de confiance qu'elle montre vis-à-vis des sources, en particulier arabes, que l'on comprend en partie, même en grande partie, mais qui ne justifie en rien d'écartter les auteurs et leurs textes, desquels on ne voit pas grand-chose dans ce travail. La transcription des mots arabes qui ne satisfait pas entièrement aux exigences du système des orientalistes montre, à côté de ce qui vient d'être dit, que l'auteur s'adresse avant tout à des ethnologues. Ceci ne diminue cependant en rien l'apport positif de l'ensemble de cette thèse qui a coûté à son auteur énormément d'effort et d'endurance, très louables.

R. G. KHOURY

Ziaul HAQUE, Landlord and Peasant in Early Islam, Islamic Research Institute, Islamabad 1977, 410 p.

As stated by the author in his preface « The main object of this study is to analyse and explain the problem of muṣāraʾa (share-cropping, métayage) in particular and the theory of land-tenure in general in the history of early Islam. This book is in fact a slightly revised version of the author's doctoral dissertation. Submitted to the Faculty of the Division of the Humanities (Department of Near Eastern Languages and Civilizations), the University of Chicago in March, 1975. Insofar as the reviewer is aware this is the pioneer study of an intricate and rather controversial problem in Islam published in the English language. The only near exception is a recent work entitled 'Partnership and Profit in Medieval Islam', by A. L. Udovitch, published by the Princeton University Press in 1970.

As the extensive bibliography shows the author has utilised practically all the

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available literature or what pertains to it in Arabic, Persian, English, German, French
and Italian. He has thus spread his net far and wide and has consequently been able
to make a good catch. Yet in all humility worthy of a dedicated scholar and a studious
researcher he acknowledges the fact that our knowledge of the economic and legal
history of muzāra’a is uncertain and prone to guesses and conjectures. This fact,
he hopes, would invite others to criticize, challenge, disprove or improve upon the
hypotheses ventured (in his book) so that a discussion may ensue, a dialectic may
follow and our knowledge of the subject may progressively grow. How far this pious
hope of the learned author will be realized and fulfilled is any body’s guess. Authors
like H. Becker, C. Dennet, F. Løkkegaard et alii have only touched on the problem
and made no attempts at a deeper study.

The author has critically examined the pro-muzāra’a hadīth related by ‘Abd Allāh
Waqqās, Tā‘ūs and others. He says: After a careful study of all pro-muzāra’a hadīth
it becomes clear that lease of land for money, as Ibn Ḥazm points out, also has not
been supported by many Companions, except by Sa‘d, Ibn ‘Abbās, Rāfī‘ and Ibn
‘Umar, etc. but it is also a fact that Rāfī‘ has authoritatively reported that no such
leases are valid, and all the fuqahā‘ are unanimous that Ibn ‘Umar had reversed his
practice of leasing land when he heard that it had been banned by the Prophet (p. 99).

Concluding he says: There are two basic interpretations of the general problem of
muzāra’a: first, which must have been earlier as a matter of principle denies any
validity of muzāra’a in Islamic Law, ideally basing it on the banned primitive tenures
in the context of a small and limited ʿUmma (p. 105).

Proceeding he says that the second explanation is a more systematic exposition
of the validity of muzāra’a, more or less in all forms, and primarily based on the model
of Khaybar. This version is partly supported by the evidence that the Prophet never
prohibited lease of land in a categorical manner. This is a relatively later conceptualiza-
tion which belongs to the Umayyad period, for this theoretical structure of the system
of métayage contains in its fold many heterogeneous and diverse elements of Byzantine
and Sassanian origins which presuppose a much more developed system of administration
and fiscal affairs. For this reason this interpretation of muzāra’a is elaborate and
systematic in the juridical sense and much more developed in all its methodological
details (p. 106).

Puzzling terms such as muḥābara, muḥāqala, muzābana, muṣāqād, muzāra’a, muḍāraba,
ṣajar, zar‘, kirā‘, al-ard etc. which frequently occur in ḥadīth and fiqh literature pertaining
to the leasing of agricultural hand whether against a specified rent and recompense,
or against a certain part of the produce of land, or against a fixed sum of money
irrespective of the fact whether this land is individually or collectively owned, have
been very lucidly and clearly defined and explained, thoroughly discussed and examined,
offering an excellent exposition of a legal and technical question which still forms the
subject of debate in those Muslim countries which have recently gained their
independence.

For instance, quoting Ibn Ma‘ṣūr (Lisān al-ʿArab) and Maḡd al-Dīn ibn al-Ḡīr
(Kitāb al-Nihāya fi Ǧarīb al-Ḥadīṯ wa-l-Atar), the author gives four definitions of
muḥāqala: first, it is a transaction of grain still in the ear; second, it is buying of grain
in the ear in exchange of corn; third, it is a contract of muzāra’a, stipulating a deter-
nimate share, that is, one third, one-fourth or more or less. It is similar to muḥābara.
Fourth, it is lease of land against corn. The Iraqians call it muzāra’a.