**Zwischen Markt und Moschee** is an ambitious examination of the Islamic law of sale. As the subtitle indicates, the law of sale, the prototypical Islamic contract, is here studied as the product of a compromise between the demands of the marketplace and religious constraints. The work is directed at both Islamicists interested in becoming more familiar with the workings of Islamic law and jurists with comparative or historical interests. Taking his cue from Chehata, for whom the application of historical method to the study of Islamic law requires working from the casuistry of the earliest sources, Wichard has chosen as the textual basis of his book the legal literature of the early ‘Abbasid empire, which he identifies as the formative period of Islamic law. He gives special attention to the Ḥanafi writers, stating as his reasons that the Ḥanafi tradition was centered in Iraq, the political, economic, and cultural center of the Empire and that the Ḥanafi authors have left us legal formularies and works on legal subterfuges (*hiyal*) that can provide insight into the economic reality of their day. In fact, the author’s decision to focus on the Ḥanafis is in keeping with his view that the Ḥanafis, together with Shāfiʿi, represent a relatively consistent separation of law and morality, and that their cultivation of *hiyal* reflects the independence of law vis-à-vis religion.

The works that the author most frequently cites include Mālik’s *Muwatta* in the versions of Yahyā b. Yahyā and Shaybānī, Shaybānī’s *K. al-Asl* and *K. al-Ḥujja*, and Shāfiʿi’s *K. al-Umm*. Somewhat surprisingly neither Saḥnūn’s *Mudawwana* nor Ṭaḥwī’s *Sharḥ maʿānī al-ʿāthār* appears among the author’s sources. In view of the limitations of the early writings, the author has seen fit to make cautious supplemental use of such later Ḥanafi treatises as those of Sarrakhši, Kāšānī and Marghānānī, despite Chehata’s counsel that an objective method requires studying the early works without reference to their later interpreters, and these later Ḥanafi works are in fact drawn upon more frequently than the author’s programmatic statements might suggest. **Zwischen Markt und Moschee** was originally submitted as a dissertation to the Faculty of Law of the University of Tübingen in 1993, a date that undoubtedly explains why the author did not find himself called upon to grapple with the scepticism concerning the dating of some of the early legal works that has been voiced by Calder in his *Studies in Early Muslim Jurisprudence* of the same year.

The first hundred pages provide a wide-ranging discussion of matters preliminary to the detailed analysis that follows. These pages summarize the researches of Goitein, Cahen and others on the economic life of medieval Islam (pp. 18-34) and of Schacht on the formation of Islamic law (pp. 44-55). The author makes no claim to originality in these sections, and advisedly avoids the vexed question of the authenticity of the *hadith*, choosing rather to focus on the way in which the early jurists handled their sources, including the
hadith. The treatment throughout these chapters is admirably clear and compressed, as is true of the brief introductions to the Islamic law of procedure (pp. 56-60), the function of legal subterfuges (hiyal) (pp. 81-88), the legal analysis of money (pp. 94-102), and the role of the acknowledgment (iqrâr) as a flexible means of creating obligations (pp. 103-5), all subjects of considerable importance for the understanding of Islamic law that rarely receive their due in introductory works on the law of contract.

In setting the stage for his detailed analysis of the law of sale, the author attempts in further introductory sections to explain the interaction of law and religion in Islamic jurisprudence (pp. 61-80), with the goal of demarcating a sphere of genuinely legal matter within Islamic law, a procedure that by his own admission cannot be performed with surgical neatness. Relying to a considerable extent on Chehata and Johansen, Wichard identifies the criteria for the genuinely legal—that is non-religious—stratum of Islamic law as justifiability and accessibility to non-Muslims, criteria, he maintains, that Islamic commercial law adequately satisfies. This law is religious only to the limited extent that an array of religious commands and prohibitions hovers behind it and in the final analysis gives it legitimacy.

While there is no question that one can map out regions here and there in the corpus of Islamic law that meet these criteria the question remains what purpose is being served by such a demarcation, which, it must be insisted, is foreign to the overall enterprise in which Muslim jurists have been long engaged. It is hardly obvious, moreover, that medieval non-Muslims when resorting to Islamic courts would have regarded themselves as turning to anything comparable to a secular legal system. If, then, the process of locating a neutral zone in Islamic law does not do justice to historical accuracy, what interests does it address? Obvious, albeit somewhat cynical, responses to this question might be nationalist sentiments, on the one hand, and increased academic respectability, in some circles at least, on the other. But as a step toward clarity of analysis, there seems little to be gained by proceeding along these lines. To take Wichard’s own criteria seriously, would we want to exclude the law of procedure from the genuinely legal sphere on the ground that judicial office and in large measure testimonial capacity are limited to Muslims?

A more defensible position would be to acknowledge that there are those who, for one reason or another, are interested in some parts of Islamic law, contracts for example, but are not equally or at all interested in other parts, the law of purification, let us say. One need have no qualms about addressing their limited interest in Islamic law, provided that this is not done at the price of devising a new version of Islamic law that, however appropriate it may be for modern codification or the law school curriculum, would mystify its traditional practitioners. Among other disadvantages, isolating what is genuinely legal from the rest of Islamic law obscures the fact that the law of contracts and the law of purification are treated in the same treatises, make appeal to the same authorities, and, it should be stressed, sometimes share common concepts (e.g., the majlis). And in attaching such importance to the opposition that the jurists make between qadâ’ and din, the proponents of the separation