# THE SINGAPORE *FATWA* AND *IRSYAD* ON *NAZAR-NUZRIAH*

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**Abstract:** This article peruses the basis of doctrinal authority of the *fatawa* and *irsyad* on *nazar-nuzriah* (Ar. *nadhr*) issued by the office of the mufti of Singapore. This article suggests a rethinking on the matter in view of doctrinal authority.
**Keywords:** *Fatwa*, *Nadhr*, Singapore Muslim law of Inheritance and Succession, Singapore Administration of Muslim Law Act.

The Singapore Administration of Muslim Law Act (AMLA) is one of the earliest pieces of legislation on the administration of Islamic law in Singapore and Malaysia. It was drafted by the late Prof. Emeritus Ahmad bin Mohd. Ibrahim when he was State Advocate General of Singapore (1959-1963). The provision on *nazar* (Ar. *nadhr*) under Section 60 AMLA has its corresponding and similarly worded provisions in the Malaysian state administration of Muslim law enactments in the various states of Malaysia.

## The Historical Dhevelopment of the *Nazar*

The *nazar* is perhaps one of the earliest contractual forms used by Muslims. History shows that obligations between early Muslims were established by oaths (i.e. to swear by God's name to do something or to prove the correctness of something[1] affirmatively or negatively). A classic example of the oath is the *ba'iah* or oath of allegiance owed by the people and/or troops to the caliph. A breach of the *ba'iah* is seen as a breach of the covenant with God. *Nazar*, however, originates as an oral vow with God[2] a breach of which would result in the penalty of expiation or *kaffarah*.[3] Although in our contemporary age, expiation may seem irrelevant, in the 10th-11th centuries such breaches of covenants aroused great moral outrage.[4]

The requirement of registering public *nazar* during the Ottoman period (1299-1923) allows us to glimpse the practice and development of this type of oath.[5] The earliest Ottoman *fatwa* collections to discuss the *nazar* emerged in the 17th-18th centuries. By-and-by, Ottoman jurists developed the customary practices surrounding the vow into a specific contractual device explained in the

*fatawa*. These *fatawa* discussed whether the *nazar* as a religious/moral obligation could be transformed into a legal obligation. The chief *mufti* of Istanbul, the *shaykh al-Islam*, Catalcali Ali Efendi (1674-1686), for instance, like other pre-Ottoman jurists, did not allow the transformation of religious obligations into legal obligations and the criminalisation of sin. He especially frowned upon the state's expansion of its authority into the domain of God. In particular, during this period there was a growth in state-related/state-inspired vows, where sums of money and property were pledged to the state.[6] In 1682, for example, in the town of Bosna Saray (Sarajevo), the Shariah judge and his deputy were both attacked and left for dead. The townspeople then pledged to pay the state 40,000 gold coins and to hand over the heads of those responsible, should a similar mischief recur. The *nazar* in this case was sealed by a column erected in a public spot. Likewise, in 1708 a group of non-Muslims went to the court of 'Ayntab (Gaziantep) with one of their co-religionists, claiming that he had meddled in their affairs. They wanted him to take a *nazar* that, in the event that he interfered in their affairs again, he would pay a sum of money for repairing the state-run court building. He agreed and the *nazar* was recorded.

But, a *fatwa* itself is not a source of law.[7] It determines the rules that apply to a case in question. It is a single verdict for a single case. Neither is a *fatwa*, as the opinion of a single *mufti*/jurist, unassailable.[8] It is thus possible to issue different *fatawa* on the same issue, depending on what is presented as a conundrum from the persons requesting the *fatwa* from the *mufti*/jurist.

Nevertheless, the *fatawa* of prominent *muftis*, as acknowledged by the community, have frequently undergone a process of generalisation. While omitting legally irrelevant facts and personal details, the contents of these specific *fatwa* have been abstracted into legal formulas. These abstracted *fatawa* have then been collected with others of the same type, the principles or norms underlying them entering the literature of the legal school as *principles* that could be used as a basis for subsequent *fatawa*. In other words, specific *fatwa* have been transformed from the personal view of a jurist into an authoritative legal interpretation or understanding of a legal rule.[9]

This evolution of the *fatwa* gradually resulted in the development of the *nazar* into an agreement *between an individual and God*. In addition, a third party could be specified as a beneficiary of a vow, thereby committing the vow-taker to a certain course of action in relation to that beneficiary.[10] The nature of the obligation could vary according to the pledged act. If the pledged act was not religiously mandatory (repair the court building example *supra*), its fulfillment would be optional and the vow-taker could opt for expiation.[11] The prospective beneficiary may not demand fulfillment because the pledge is with God. *Nazar* that creates a religious obligation, on the other hand, such as fasting, prayer

or alms-giving, are considered irrevocable and must be fulfilled – though not because of *nazar* per se, but because they are obligatory by independent Shariah evidence.

## *Nazar* under AMLA in Singapore

AMLA has two main provisions on *nazar*, as contained in its Section 2 and Section 60.

Section 2 sets out the meanings of a *nazar* and a public *nazar*. Thus, *nazar* is "an expressed vow to do *any act* or to *dedicate property* [emphases added] for any purpose allowed by the Muslim law", and *nazar ʿaam* means "a *nazar* intended wholly or in part for the benefit of the Muslim community generally or part thereof, as opposed to an individual or individuals."

By thus defining both private and public *nazar*/*nazar ʿaam*, AMLA serves to "regulate" the practice. The state is also able to intervene in the case of public *nazar*/*nazar ʿaam* under the circumstances set out in Part IV AMLA (i.e. where property is involved).

AMLA also restricts the disposal of property under the private *nazar* or the public *nazar*/*nazar ʿaam* to the *faraid* and one-third bequest rule. In other words, AMLA reinforces the juristic consensus on the *faraid* one-third bequest rule, whether made by a will or by *nazar*.

Section 60(1) prohibits any will or death-bed gift effected by a "*wakaf* or *nazar* made after 1st July 1968", of "the excess beyond one-third." This stipulation correctly sets out the *faraid* one-third bequest rule in Islamic jurisprudence. The cut-off date of 1st July 1968 is intended to be an administrative measure and does not change the one-third bequest consensus.

In Section 60(2) and (3), AMLA provides a specific set of conditions for a valid *nazar* in Singapore. S.60(2)(a), for example, reads:

> "Every *wakaf khas* or *nazar* made after 1st July 1968 shall be null and void unless —
>
> (a) the President[12] shall have expressly sanctioned and validated or ratified the same in writing in accordance with the Muslim law; or
>
> (b) it was made during a serious illness from which the maker subsequently died and was made in writing by an instrument executed by him and witnessed by 2 adult Muslims one of whom shall be a Kadi or Naib Kadi."

S.60(3) reads: "If no Kadi or Naib Kadi is available as described in subsection (2)(*b*), any other adult Muslim who would not have been entitled to any beneficial interests in the maker's estate had the maker died intestate shall be a competent witness."

S.60(2) expressly states *nazar* in general, and so is not limited to *nazar ʿaam* or to the public *nazar*. This is a drafting/legislative oversight as private *nazar* should not be subject to the same rigorous rules regarding the Majlis Ugama Islam Singapore (MUIS) sanctions in S.60(2) and (3). However, it is the writer's opinion that S.60(1) applies to the private *nazar* via the consensus of the ages.

AMLA sanctions the *nazar* as a form of dealing while adding further qualifications to the private *nazar* in S.60(1). For example, although *nazar* is a dealing and a form of contract, it is not an ordinary contract. *Nazar* is an agreement between an individual and God. The beneficiary is not therefore entitled to demand its performance. If the *nazar* is not performed, the person who makes the *nazar* has to do *kaffarah* (expiation) as explained before. The only obligation is that of the maker of the *nazar*. The doing of *nazar* is not *wajib* (obligatory) or *haram* (forbidden). It lies in between these two values.

If the *nazar* contains an irrevocable religious pledge, on the other hand, like performing *umrah*,[13] the maker of the *nazar* has to perform it and cannot opt for expiation. If the maker of the *nazar* dies before its performance, his/her heirs are obliged to perform the religious obligation on his/her behalf.

## MUIS *Fatwa*s on *Nazar-Nuzriah*

MUIS has, through the office of the *mufti*, issued *fatawa* on *nazar-nuzriah* and the *irsyad* (guidelines) on *nuzriah* with its accompanying "*nazar* statement". According to Mohamed Fatris Bakaram, in his thesis on *ifta*[14] (the act of issuing *fatwa*), MUIS has issued three *fatawa* on *nazar-nuzriah*. These were issued in the traditional format, where only the outcome is written down.

***Fatwa* 1:**
Facts: The petitioner had made a will instructing that his estate be distributed according to the Shafi'i school. He also made a *nuzriah* indicating that a portion of the estate he inherited from his late father was to be given by way of *nazar* to all his nephews and nieces in equal shares.
The Question: Whether the will and *nuzriah* are valid?
The Decision: Both the *nuzriah* and will are valid according to the Shafi'i school.

***Fatwa* 2:**
Facts: A four-room Housing Development Board (HDB) flat was bought by the petitioner using his parents' names on the title. He was not allowed to purchase a second HDB apartment under HDB regulations. The apartment was intended for the use of his parents in their lifetime. It was not a gift. He does not want the property to be included as *faraid* property of the parents upon their deaths.

The Question: How can he devise a will to ensure that the property remains his property under Islamic law?
The Decision: The petitioner can realise his intention by making a letter of *nuzriah*.

***Fatwa* 3:**
Facts: The petitioner, a widow, wanted to pass her property on to her two daughters and she made a will to that effect.
The Question: How can she ensure that in the will that the property will be inherited by her two daughters upon her death?
The Decision: By using the *nuzriah*, the property is considered to have been given to the two daughters during the petitioner's lifetime.

## The Basis of the MUIS-*Nuzriah*

In his thesis *supra*, Bakaram stated that the MUIS legal committee ruled to accept *nuzriah* on the authority of al-Haytami (1503-1566). This individual, who was based in Egypt and Mecca, was an excellent scholar of the Shafi'i school such that, at the age of just 20, he was given permission by his teachers to issue his own *fatawa* and teach.[15] According to the minutes of the MUIS legal committee, al-Haytami's best-known work, the *Tuhfah al-Muhtaj li-Sharh al-Minhaj*, a commentary on the *Minhaj et-Talibin* of al-Nawawi of Damascus (1233-1276), was utilised in their decision making. On the basis of it, they concluded that: "According to al-Haytami, the enforcement of *nuzriah* can be deferred to a date specified by the person making the *nazar* wheich can be anytime between the date the *nuzriah* is made, to a maximum of 3 days before death due to illness, or one hour before sudden death."[16]

In the current author's view, however, in this context the legal committee's reference to al-Haytami's commentary on *Minhaj et-Talibin* is problematic. Although this text contains a chapter on *nazar*,[17] there is no paragraph (or anything similar) on *nuzriah*. It is possible that reference is nonetheless made to al-Haytami as an "authority" because his work is a commentary on the famed *Minhaj et-Talibin*, which has been a highly-regarded work on the Shafi'i school since the 16th century. Al-Haytami, however, is a later-day jurist compared to al-Nawawi; his personal commentary on al-Nawawi's work is not the same as saying that it is al-Nawawi's work.[18] This, in my view, creates a problem in establishing the doctrinal authority of the MUIS ruling on *nazar-nuzriah*.

Although al-Haytami, as a jurist/*mufti* and in his capacity as *mussannif* (compiler author-jurist)[9] would have included in his *sharh* (commentary) emerging concerns or changing conditions not pondered in al-Nawawi's time, al-Haytami's

view would nevertheless represent only a single view of a single jurist in his age. Moreover, his observations should not be mistaken for a *fatwa*. Even if it were a *fatwa*, it is not a source of law; as mentioned, only the *fatwa* issued by the first generation of the Prophet's companions (*sahaba*) could carry such weight.[20]

Certainly, there are many differing views on this subject. Ibn Rushd (the "Averroes" of Andalusia Muslim Spain, 1126-1198), for example, in his compendium of all the schools, the *Bidayatul al-Mujtahid wa Nihayat al-Muqtasid* (or The Distinguished Jurist's Primer), has a short treatment of the *nazar* of a person who gives away his property in its entirety.[21] A consensus of opinion allowed such a *nazar*, but Imam Malik allowed the *nazar* subject to a one-third rule. This difference in opinion was traced to a *hadith* relating to Abu Lubabah, who sought God's forgiveness and decided to give all his wealth in charity. The Prophet, however, said that a third is more than enough. By contrast, there is no reference to any view on the postponement of the implementation of a *nazar* in a near-death situation. This is also the case in the Ottoman *Hanafi* compendium, the *Mejelle*.[22]

## The Hadramawt *Fatwa* on *Nuzriah*

The MUIS legal committee also referenced a *fatwa* on *nuzriah* contained in the *Bughyat al-Mustarshidin*, a *fatwa* compilation by Syed Abd al-Rahman Ba'alwi, the *mufti* of Hadramawt. This *fatwa* evinces that the *nuzriah* is a practice "of some segments of the Shafi'i school….in Hadramawt, Yemen."[23] Bakaram opines, however, that the use of the *nuzriah* "in other Muslim jurisdictions is not known," making the views in Hadramawt "not a position of consensus."[24] Bakaram further adds that the practice should only be acceptable "when strict observance of the rules of *fara'id* and the prerequisites of *wasiyyah* is likely to cause greater harm."[25]

I would also add caution to the Hadramawt practice. We do not know the circumstances in Hadramawt, or the situations in which the particular *nuzriah* was used and/or contested. In other words, because we are dealing with a *fatwa*, we are dealing with something that is *context specific*. Understanding this context becomes doubly relevant when we consider that the *fatwa* has not yet evolved into a principle of the school – especially as the *nuzriah* situation has implications on the one-third bequest rule of *faraid*, which enjoys the consensus of all ages.

## The Irsyad

According to the *mufti* of Singapore's website, *irsyad* is "a religious guidance issued by the office of the *mufti* which aims to address the various issues related

to Islamic practices and perspectives on current development."[26] The *irsyad* is therefore distinguished from the *fatwa* in that the latter is understood under the AMLA as a legal opinion issued in answer to an individual or group or at the request of a judge on a difficult point of law. As religious adviser under MUIS, the *mufti* of Singapore is an ex-officio member (S.30(3)) empowered to advise the President of Singapore on the "Muslim religion" and "to administer matters relating to the Muslim religion and Muslims in Singapore" (S.3(2a) and (2b)).

## The MUIS Irsyad on *Nuzriah*[27]

The *nuzriah-irsyad* stipulates that *nuzriah* is "making *nazar*." By this categorisation, it imports the characteristics of a *nazar* into the settled jurisprudence. Moreover, the irsyad sets out the conditions of a *nuzriah* and sets out a sample of a "*nazar* statement."

In this sample, the person who makes the *nazar inter alia* seeks "to relinquish all ownership of the house and give it to the person that is mentioned in (the) *nazar* without any obligations" and "the transfer is enforceable three days before my death (if it is due to sickness) or an hour before my death (if it is due to accident or sudden death)." A further declaration states that the *nazar* is made "according to the rules and conditions set by Islamic law."

In reiteration, legally the *nazar* is an agreement between an individual and God. The beneficiary is not entitled to demand its performance. If the *nazar* is not performed, the person who makes the *nazar* has to do *kaffarah* (expiation), as explained before. However, for the sake of argument, we may like to consider whether the *nazar* statement is intended to operate as (a) a gift *inter-vivo*s or (b) a bequest taking effect upon death.

The Islamic law on gifts *inter vivos* allows any part or the whole of a property to be divested. Moreover, the property so divested is not part of *faraid*. In a bequest, however, the value of the property cannot exceed the one-third rule, unless all *faraid* sharers consent to it after the death of the testator. This is settled law by the consensus of the jurists. In this context, the MUIS-drafted *nazar* statement is complicated. If the disposition in favour of an heir is made in a situation of "death-illness" or *mard-ul-maut*, where there is an apprehension of death due to illness, such a disposition is invalid if the other heirs do not approve of it.

In the case where a bequest is made and the testator dies suddenly (not being in a situation of *mard-ul-maut*), jurists have considered the following:

- If the donor dies before the recipient has "taken possession" (i.e. before a title is perfected under the law), the option lies with the *faraid* sharers. The gift is void before taking possession because taking possession is a condition for its completion.

- If title is not perfected before death, the gift operates as a bequest and the one-third bequest rule applies as it would in a will, unless all *faraid* sharers agree to the bequest exceeding one-third.
- If the gift is made to a *faraid* heir, this again requires the consent of all *faraid* sharers.
- If the gift is perfected and the donor survives the illness, the donor cannot revoke the gift, while a testator can always revoke his will before death.[28]

The *irsyad* is guidance for the *faraid* sharers to consider the wishes of the deceased. It is a statement of good intention. I believe the *irsyad* on *nazar-nuzriah* may have been issued in the context where the immediate family of the deceased, namely his spouse and children, are unceremoniously routed from the family home by *faraid* sharers and as "good Muslims", the sharers are invited to consider the wishes of the deceased who had executed a *nazar* statement.

## Concluding Remarks

In summation, there are several factors affecting the operation of *nazar-nuzriah* in Singaporean Muslim law.

AMLA prohibitions:

To be valid under AMLA, private and public *nazar* (if it is dedicated to property) has to comply with the sections in PART IV of AMLA. On the face of it, the *nazar* statement may run aground under AMLA and fail to constitute a "legal" document. It may stand as "guidance" but can cause some confusion as AMLA applies as a rule.

The references to al-Haytami's view and the Hadramawt *fatwa*:

Al-Haytami's view of a *nazar-nuzriah* is the *single view of a jurist living in a particular context*. Any "relating-back" to al-Nawawi's work is problematic as al-Haytami's specific view is not included in al-Nawawi's compendium of the Shafi'i school. Nor is it included as a Shafi'i position elsewhere, or mentioned as a variant/minority opinion in the compendium of all the schools by Ibn Rushd.

If indeed there is a clear opinion which "relates back", then we need to understand the positions of the other schools' jurists to it. This would be a fair description of the process to be undertaken in a case of competing *fatawa* or in the case of one *fatwa* and a competing opinion of an expert on Shariah.

Concerning the practices of "some segments" of Hadramawt society, it would be necessary to revisit the context in which the Hadramawt *fatwa* emanated. Moreover, this *fatwa* is also a single *fatwa* issued by a single jurist. The context therefore becomes relevant, particularly as this *fatwa* has not yet evolved into a principle of the school, and especially as the *nuzriah* situation has implications on the one-third bequest rule of *faraid*.

The court as adjudicator in a dispute over *nazar-nuzriah*:

When a matter reflects a religious observance (*'ibadah*), its resolution is left to personal observation and individual conscience. When the matter is one of conflict between the rights of individuals, however, it is a civil transaction (*mu'amalat*) and judges are called upon to determine the facts on the basis of court room evidence.

Significantly, therefore, the "courts" in S.2 AMLA are arguably not the proper place to enforce good conscience upon Muslims. In a court room, the judge would have to consider the facts of the case and the evidence before him, before making a decision based on established *fiqh*. Moreover, a judge would first choose to reach a decision based on established *fiqh* reached by consensus. It would be an uphill task to convince a judge to adopt a minority or variant opinion in the face of juristic consensus. AMLA would also apply to the *nazar-nuzriah* when a matter goes to court.

## Policy Recommendations

- It might be useful for MUIS to commission a study of the *nazar-nuzriah* in view of the latter's supposed general applicability. This is particularly so given the lack of clarity in the *nuzriah*/*nazar*-statement, as compared to how *nazar* is understood in the traditional sources.
- It is inadequate in this day and age of meticulous scholarship to merely refer to a paragraph in al-Haytami's work, without understanding its context (i.e. the consensus of the jurists, gifts *inter vivos*, or the one-third bequest rule in Muslim inheritance and succession). I would suggest that a consultation be made with lawyers who practice Muslim law and a selected team of public intellectuals with relevant expertise, to frame new research questions capable of setting *nazar* on a better footing.
- Future research may also be expanded to study the *urf* of Hadramawt, as this could showcase how the Hadramawt *fatwa* is practiced. If it is a proper *urf*, it should survive to this day in the practices of the community.

This research should remain possible, despite the conflict in Yemen, as the institutions of the *mufti* and universities are intact.

- The *Bughyat al-Murtashidin fatwa* compilation is referenced under the Indonesian *Kompilasi Hukum Islam*. Future research might therefore be further expanded to investigate the uses of the *nazar* and/or the *nazar-nuzriah* in that country. There are no known cases in Malaysia of the *nazar-nuzriah*. Similar AMLA state statutes in Malaysia incorporate the Singapore AMLA provisions on *nazar* and *nazar ʿaam*, almost verbatim.

Only after the grey areas are revisited and necessary clarifications are made, can we move forward with how the AMLA provisions on *nazar-nuzriah* can be applied. In a final note, I hope that the legal fraternity, especially lawyers with an AMLA practice, will consider collaborating with MUIS and the academic community to convene periodic conferences to discuss important matters pertaining to Muslim family law and the Muslim law of inheritance and succession.

## Notes

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1. The oath or *al-yamin* survives today as a type of proof in Islamic law of evidence.
2. The manuals of the law schools usually contained a chapter on *nazar*, sometimes under the heading "Book of Vows" and/or "Book of Oaths".
3. The Qu'ran stipulates the nature of expiation in al-Ma'idah, 5:89. Expiation could take the form of feeding or clothing ten poor people, freeing a slave or fasting for three days. Jurists developed the details of observing this commandment and choosing the type of penalty.
4. Roy Mattahadeh (1980) *Loyalty and Leadership in Early Islamic Society*. Princeton University Press: Princeton, NJ. at pp. 46-7.
5. Information on the Ottoman practice in this note is from a well-researched paper by Hulya Canbakal, "Vows as Contract in Ottoman Public Life (17-18 Centuries)", (2011) *Islamic Law and Society*, Vol. 8 Issue 1, pp. 85-115.
6. Ibid, at p. 100. *Muftis* traditionally form part of civil society.
7. Mohammad Hashim Kamali (1989) *Principles of Islamic Jurisprudence*. Pelanduk Publications: Selangor. See Chap.11 on The *Fatwa* of Companion. pp. 297-308.
8. By contrast, the *fatawa* of the Companions commanded a higher status due to the special standing of the Companions themselves, as spokespersons and interpreters of the Sunnah of the Prophet. They carried a strongly persuasive,

yet still not binding, authority (unless there is independent support for their decisions in the Qur'an or an explicit hadith).

9. Wael B. Hallaq (2009), *Sharia: Theory, Practice, Transformations*. Cambridge University Press, NY at pp. 176-83; Knut S Vikor (2005) *Between God and the Sultan: A History of Islamic Law*. Oxford University Press, New York. at p. 164.
10. Canbakal op. cit. at p. 88.
11. ibid. Canbakal argued that the pledged act of repairing the courthouse and cleaning up the river are charitable acts of public importance and, like the *waqf*, has to be fulfilled.
12. The President here connotes the President of the Singapore Majlis Ugama Islam.
13. *Umrah* is not the obligatory pilgrimage and so can, and unlike the *Hajj* pilgrimage, be subject of a *nazar*.
14. Mohamed Fatris Bakaram, Theories of *ifta* in Islamic law with special reference to the Shafi'i school of law and their application to contemporary Singapore. Thesis submitted to the University of Birmingham for the degree of Doctor of Philosophy, 2009, pp. 189-90. Bakaram is the current *mufti* of Singapore. The *fatawa* were issued before his time as *mufti*.
15. Ahmad bin Mohamed Ibrahim (1965) Sources and Development of Muslim law. *Malayan Law Journal*: Singapore. at p. 124.
16. op. cit. at p. 189.
17. Nawawi's *Minhaj-Et-Talibin* (A manual of law under the Shafi'i school) (1977 reprint). Law Publishing Company: Lahore, Pakistan. The chapter on vows "*nazar*" is from pp. 495 to 499.
18. Wael B Hallaq refers to al-Nawawi's statement in *Al-Majmu*, that he (al-Nawawi) does not exclude any of Shafi'i's opinions or other opinions even if they happen to be weak or insignificant. See Wael B Hallaq, 'Can the Shariah be Restored?', in Yvonne Y. Haddad eds. (et al) (2004) *Islamic Law and the Challenges of Modernity*. Altamira Press: Walnut Creek, pp. 21-23.
19. Wael B Hallaq, 'The author-jurist and legal change in traditional Islamic law,' Recht von de Islam 18 (2001), pp. 31-75 at p. 35. Hallaq includes jurist-*mufti* Ibn Hajar al-Haytami (1503-1566) of the Shafii school, in this category.
20. Mohammad Hashim Kamali (1989) *Principles of Islamic Jurisprudence*. Pelanduk Publications: Selangor. pp. 297-308.
21. Ibn Rushd, The Distinguished Jurist's Primer. Vol 1. trans. by Imran Ahsan Khan Nyazee (2000). The Centre of Muslim Contribution to Civilisation. Garnet Publishing Ltd: UK at pp 513-515 on Book of *Nudhur* (Vows). The *Bidayat al-Mujtahid* is a compendium of all schools including the Shafii school.
22. *Mejelle al Ahkam I Adliye* (The Ottoman Islamic Civil Code developed between 1869-1876). The Code deals with the "gift of a sick person" (trans.) in four articles reiterating the consensus. English translations of this are available. The Code was and still is a judicial reference of the Hanafi school of law.
23. Bakaram. op.cit. at p.189.
24. ibid at pp. 191-2.
25. Ibid at pp. 193.
26. www.theofficeofthemufti.sg/Irsyad/Index.html, accessed 2015.12.27.
27. www.officeofthemufti.sg/Irsyad/*nuzriah*_eng.html, accessed 2016-01-01.

28. Laleh Bakhtier (1996) Encyclopedia of Islamic laws: A Compendium of the Views of the Major Schools. KAZI Publications: Chicago. The compilation is based on two Arabic sources: *al Fiqh alal madhab al-arbaah* and *al-Fiqh alal madhab al-khamsa*. The schools considered are Hanafi, Hanbali, Shafi'i, Maliki and Jafari (see pp. 363-368). A compendium or manual is an abbreviated form of *fiqh*, including *ijma*-consensus, *jumhur*-majority and variant opinions. Compendiums like *Minhaj et-Talibin* (Shafi'i), the *Bidayatul al-Mujtahid* (all schools) or the Ottoman *Mejelle* (Hanafi) are standard references.