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**Photograph of the Nile Bank Near the Great Pyramids of Giza,
with a Group of Arabs and a Camel in the Foreground (Ca. 1880)**

The photographers were Zangaki brothers who were born on the Greek island of Milos. It is not known where they learned photography but soon after their arrival in Egypt they became established photographers. Their photographs are very commonly found in tourists' albums assembled in the Middle East in the latter part of the 19th century. From their Port Said studio, they were in an ideal position to sell to those on the Grand Tour. (Jacobson K.: *Odalisques and Arabesques. Orientalist Photography, 1839-1925*, London, 2007, p. 277).

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EDITOR: **Athanasius Th. Photopoulos**, Senior Professor of History at the University of Patras, Greece.

CO-EDITOR: **Alexandra Photopoulou**

ADDRESS: P.O. Box 40103, Agia Barbara 123 10, Athens – Greece.

Phone/Fax: 00302105613643, mobile: 6934167113, E-mail: joas@otenet.gr

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Jaffa from the Anchorage
 R.C. Alderson, *Notes on Acre and some of the Coastal Defences of Syria*. London: John Weale, 1843.

EVALUATION OF MARKET PRACTICES IN SOUTH-WESTERN NIGERIA IN THE LIGHT OF *KITĀBU-L-BUYŪ'* IN AL-JAZAIRI'S *MINHĀJUL-MUSLIM*

1.0 Introduction

Complexity of needs which man seeks to satisfy with limited resources at his disposal keeps on increasing every moment. Maslow (1943) cited by Adrain (2001: 57) recognizes that once individuals have satisfied their basic physiological needs, they may seek to satisfy social needs, such as needs to have fruitful interaction with peers for example. As a result, people interrelate to and are interdependent on one another for exchange of goods and services to satisfy various and unlimited needs. This endless interaction thus eventually gave rise to market practices among the people. Peter and Joseph (1987:509) accounting for origin of Market said:

A typical cultivator fed his family and paid the landlord and the money lender from his chief crop. He had sidelines that provided saleable products and he had needs that he could not satisfy at home. It was then convenient for him to go to the market where many could meet and sell.

Thus the term 'market' traditionally refers to a place where buyers and sellers gather to exchange goods and services (Adrian, 2001:86). In a more technical sense, it is a point of contact, place or any means of communication whereby sellers and buyers can communicate with one another to exchange goods and services at prices determined by the market forces, (C.E. Ande, 2005: 56). It can be said that a market is the process by which the prices of goods and services are established. While parties may exchange goods and services by barter, most markets rely on sellers offering their goods or services (including labor) in exchange for money from buyers. Market emerges from the rigorous commercial activities among the sellers and the buyers on one hand and the co-sellers in the market on the other hand. These, however, attract attentions of many economists and sociologists to put forward a number of theories and suggest many models that would enhance satisfaction to every individual party in the transaction.

Market as a soul of economy of every nation, has been operated and regulated under the influence of various economic systems. Individual nation has a self designed or borrowed policies used to regulate market practices in her sovereignty based on economic system she prefers. Such systems

include: 'free market economy', 'planned economy' and mixed economy'. For instance, Nigeria operates a 'mixed economy' where market practice is not entirely free, as in the 'free market economy', but to some extent under the government control. However, it is not extensive enough to constitute the 'planned economy'. Production and pricing of goods and services are determined by the central planning authority and at times they could be by the operation of market forces (demand-supply scale).

Islam, as defined by Chapra (1985:9), is a balanced and coherent way of life designed to cater for human welfare through the establishment of harmony between the moral and the material needs of human beings and the actualization of socio-economic justice and brotherhood in human society. Islam, therefore, has within her system a design that cuts across economic, political, educational and socio-religious affairs of human beings. On market practices, Islam opposes an ideological objection to private property as in socialism, a disdain for material prosperity as in asceticism, and antipathy to the variation in all wealth that accompany market mechanisms as in economic egalitarianism and a belief that a command economy can better provide economic benefit as in authoritarianism (Imad, 2005:5). The contributions made by Islamic civilization to the progress of economic development and economic theories originate from general rules mentioned in the Qur'an and *Sunnah* (sayings, deeds and approvals of the Prophet). For example, Islam bans accumulation of wealth through corruption and approves ethical trade (Q4:29). It calls for Uprightness in the use of scale and measurement in the trade (Q55:7-9) and prohibits *ribā* (usury) of all forms (Q2:278-279). To avoid fraud and exploitation in business deals, the Prophet declared that: " It is not permissible to sell an article without making everything clear nor is it permissible for any one who knows (about its defects) to refrain from mentioning them (Baihaqi cited by Imad, 2005:3). He (pbuh) did not only believe in and preach economic ideals; he also participated actively in the market practices. Reports show that he was involved in business transactions before and after his appointment as the Messenger of God.

These and many other rules discussed preoccupied the minds of Muslim scholars of every generation. They provide solutions, using Islamic rules, to many questions relating to trade and economy generally. Imad (2005:7) observes that:

The Islamic analysis of market reached the level of economic science by the time of the great fourteenth century historian, Ibn Khalidun. He rejected the utopianism of the Greek influenced philosophers. To him, the fact that polices mandated by God could be scientifically demonstrated as the best social policies was the natural consequence of the fact that the laws of economics and the

laws of good living had the same Creator. His understanding of the harmfulness of the command economy can be seen from the titles of the section headings in his magnum opus, the *Muqaddimah* (introduction of History) e.g. 'Commercial activities on the part of the rulers as harmful to his subjects and ruinous to the tax revenue'.

The contributions made by the Muslim scholars on economy are in volumes of books with their origin in Arabic- the language of the religion. Discussions on the subject-Islamic economy- are made sections of some books while some other works centre on the subject matter alone. The second edition of Wahba Az-Zuhaili's '*al-fiqhu-l-Islami wa ad-dillatuh*' has volumes five, six and part of seven on Islamic economy. Ibnu Hajar al 'asqalani, in his *bulugu-l-maram*, also dedicated a chapter to the subject matter. In addition, *Minhajul-Muslim* of Abubakr al-Jazairi, a popular Arabic work on Islamic jurisprudence gives discussions on Islamic rules on 'sales of goods' and 'general contracts' in sections three and four of chapter five respectively. The book is widely used in Nigeria Arabic Schools to provide their students with Islamic principles on issues of worship, social economic and moral aspects of their life. It has had influence on the teachers and the students, in determining their thought. They, in turn, use the book and others to guide Muslims of their communities on all affairs.

1.2 Objectives of the Study

The purpose of this study is to assess market practices in the south-western Nigeria using Islamic rules mentioned in *kitabul-buyu'* (book of transaction) in the *minhaj* as yardstick and a checklist. The assessment covers conditions of Sales of goods in the south-western Nigeria.

1.3 Research Questions

This research work intends to find answers to the following questions:

- (i) Do conditions on transactions in the market conform to the rules in the *minhaj*?
- (ii) Do the sellers and buyers exercise free choice in the transactions as in the *minhaj*?
- (iii) Does the nature of transaction follow the principles in the *minhaj*?

1.4 Research Methodology

A questionnaire of two sections was designed to gather information from the market men and women. Section 'A' centers on personal data of the respondents such as: sex, religion, years of experience and type of business of individual respondent. Section 'B' is designed to elicit responses from the

sellers on the conditions of sales of goods, rule of choice in the transaction and nature of the transaction.

The sample for the study consisted of five hundred sellers of different goods randomly chosen in the south-western Nigeria markets from whom necessary pieces of information were gathered. They include: Bodija market (Ibadan), Oja'ba market (Osogbo), Lafenwa market (Abeokuta) Oyemekun market (Akure) and Osodi market (Lagos). The selection was made to cut across sellers of different goods which include: foodstuff, cloth, vegetable, foot wears, building materials and others.

Another instrument was interview used by the researcher to get more pieces of information which are not included in the questionnaire.

1.5 Biography of Abubakr *bn* Jabir Al-Jazairi and *Minhajul-Muslim*

Shaykh Abubakr *bn* Jabir Al-Jazairi is the author of *Minhajul-Muslim*. He was born in Liwah Al-Jazair (Algeria) in 1921 CE and was less than one year old when his father died. His learned mother nurtured him on the basis of Islamic guidelines. He learned the whole Qur'an before he was twelve years old. He finished his early education in his home town, and then moved to the capital of Algeria and worked there as a teacher in a school. During that period, he attended the regular lectures of an eminent scholar- At-Tayyab Abu Qir and he was enlightened on Islamic creed according to the teachings of *ahlu-s-sunnah wa-l-jama'ah*.

During the colonization of Algeria by the French in 1952 CE (1372 AH), *Shaykh* Abubakr al-Jazairi migrated to the Madinah-the city of the Prophet (pbuh). It was the same time, during the regime of King Sa'ud bn Abdul Aziz as the ruler, that the Islamic University of Madinah was established. *Shaykh* Abubakr first worked as a teacher at a *thanawiyyah* (Secondary) School before he was appointed a lecturer at the University of Madinah where he worked until his retirement. He also worked as an adviser in some institutes affiliated to the Muslim World League. He was blessed with ability to read and write. In fact, he is a prolific writer and an orator per excellence. He wrote about eighty books. *Minhajul-Muslim* (the way of Muslim), *Aqeedah mu'min* (the believer's Creed), a selection on the *sirah* (Biography) of the Prophet entitled: *Hadha-l-habib* (This is the Beloved) and his *tafsir* of the Qur'an entitled *Aysarul-tafsir* are his most popular books.

Till the period of compiling this research work, *Shaykh* Abubakr al-Jazairi is alive having spent more than one hundred years. He usually holds the prestige of being a regular lecturer at Prophet's Mosque in Madinah.

Minhajul-Muslim is a book on Islamic creeds, manners, characters, acts of worship and civil rites. It was first published in 1964. According to the author, Abubakr *bn* Jabir al-Jazairi, the book was a response to a request put before him by the Muslim Community of Wijdah in Morocco during one of

his visits to the place for Islamic propagation. It was not made in line with a particular school of jurisprudence; it was rather made to cut across the most popularly recognized schools including: Maliki, Shafi-i, Hanafi and Hambali schools. References were drawn from the Qur'an and books of *Hadith* to support his submission. Status of *Hadith*, number and chapters of quoted verses as well as meaning of some strange words are mentioned occasionally in the footnote. The book comprises of five chapters and each chapter consists of several and uneven numbers of section. Sections three and four of chapter five center on business deals (*al-buyu'*) and contract (*al-'uqud*) respectively.

The book is widely used in Nigeria Arabic Schools to provide their students with Islamic principles on issues of worship, social economic and moral aspects of their life. It has had influence on the teachers and the students, in determining their thought. They in turn use the book and others to guide Muslims of their communities on all affairs.

2.0 Results of Findings.

2.1 Conditions on the Transactions in the Market Compared with the Rules in the *Minhaj*.

Table 2.1.1

Describing the nature of the goods to the customers before selling

	Frequency	Percent	Valid Percent	Cumulative Percent
Strongly agree	330	66.0	66.0	66.0
Agree	160	32.0	32.0	98.0
Strongly disagree	5	1.0	1.0	99.0
Disagree	5	1.0	1.0	100.0
Total	500	100.0	100.0	

Table 2.1.1 indicates the majority of the respondents (98%) agree to allow transparency by describing the natures (qualities) of their goods before selling while the remaining few (2%) do otherwise.

However, in Islam (as explained in the *minhaj*), transparency over the quality of items of sale is a significant condition. The parties involved in the transaction are expected to let each other know the true picture of the items of exchange, (A.J. Al-Jazairi, 2001: 204). This is called for under the general rules contained in the following verses: "يا أيها الذين ءامنوا لا تأكلوا أموالكم بينكم بالباطل إلا أن تكون تجارة عن تراض منكم" "O you who believe! Eat not up your property among yourselves unjustly except it is a trade amongst you, by

mutual consent” (Q4:29). "but if you repent, you shall have your capital sum deal not unjustly (by asking more than your capital sums) and you shall not be dealt with unjustly (by receiving less than your capital (sums)(Q2:279). The Messenger of Allah (pbuh) was reported to have said that: "لايحل لمسلم باع من أخيه بيعا فيه عيب إلا بينه له" "It is not allowed for a Muslim to sell to his brother goods which are defective, except that he explains it to him” (M.Y Ibn Majah, 1999:2246) He also said: "من غشنا فليس منا" “whoever cheats us is not one of us” (Muslim, 1999: 45).

Table 2.1.2

Charging extra for packaging goods for customers

	Frequency	Percent	Valid Percent	Cumulative Percent
Strongly Agree	105	21.0	21.0	21.0
Agree	80	16.0	16.0	37.0
Strongly Disagree	195	39.0	39.0	76.0
Disagree	120	24.0	24.0	100.0
Total	500	100.0	100.0	

From table 2.1.2, the values reveal those who agree to charge their customers extra for packaging the goods are low (37%) while the majority (63%) of them considers packaging of the goods as part of their duties without any extra charge.

Packaging of goods for customers is permissible in Islam according to the *minhaj* (:201), once it is done willingly. However, if any charge would be demanded by the seller for the packaging or the service will be done by another person; such a charge ought to be determined separately from the sale to avoid combining two conditions in a sale. This is according to the following tradition: "لايحل سلف وبيع ولا شرطان في بيع ولا بيع ماليس عندك" "The condition of a loan combined with a sale is not lawful, nor two conditions relating to one transaction, or selling what is not in your possession” (A.H Al-Byhaqi, 1989:10722). On this, Al-Jazairi (:201) gives example of a buyer of firewood making a condition that splitting and loading should be done by the seller which he considers disallowed unless the latter does so willingly.

Table 2.1.3

Conditioning the customers on goods sold

	Frequency	Percent	Valid Percent	Cumulative Percent
Strongly Agree	115	23.0	23.0	23.0
Agree	175	35.0	35.0	58.0
Strongly Disagree	95	19.0	19.0	77.0
Disagree	100	20.0	20.0	97.0
undecided	15	3.0	3.0	100.0
Total	500	100.0	100.0	

Table 2.1.3 displays that many of them (58%) agree to have right to condition the buyers on the bought items; some other (39%) disagree while very few (3%) have no decision.

In Islam, according to the *minhaj* (:201), once the sale has been concluded, the buyer automatically acquired the title and the risk is passed to him immediately; hence, he has authority to dispense it as he wishes. He is not to be conditioned by the seller in any way over the use of the goods; such as, 'don't resell to Mr. A', or 'don't lend it to Mr. B' e.t.c. However, the sale of this type is valid but the conditions attached are invalid. This is according to the tradition below: *من اشترط شرطا ليس في كتاب الله وهو باطل ولو كان مئة شرط*: "Whoever makes a condition which is not in the book of Allah; it is invalid even if there are hundred conditions" (Al-Bukhari: 444).

2.2 Rule of Choice in the Transaction in the Markets Compared with the Rules in the *Minhaj*.

Table 2.2.1

Giving Customers right to accept / reject the deals

	Frequency	Percent	Valid Percent	Cumulative Percent
Strongly Agree	95	19.0	19.0	19.0
Agree	245	49.0	49.0	68.0
Strongly Disagree	80	16.0	16.0	84.0
Disagree	65	13.0	13.0	97.0
undecided	15	3.0	3.0	100.0
Total	500	100.0	100.0	

Table 2.2.1 indicates that the majority of the sellers (68%) agree to allow the buyers to accept or reject the sales even after they might have been concluded provided the quality and quantity of the goods sold have not been

altered by the buyers. The minority (29%) disagree with the opinion while the remaining few (3%) take no decision.

Mutual agreement on every sale is a significant factor to be considered according to the *minhaj*. As a result, both the seller and buyer must be allowed to freely make their choice from available alternatives. The sellers are to give the true picture of their goods to the buyers who are expected to accept or reject based on their knowledge (of the goods) and satisfaction (A.J. Al-Jazairi: 199). This is according to the Prophet's tradition (pbuh) that says:

البيعان بالخيار ما لم يتفرقا فإن صدقا وبينا بورك لهما في بيعهما وإن كتما وكذبا محقت
بركة بيعهما

Both parties in a business transaction have the right to accept or reject the deal as long as they have not separated. If they tell the truth and make everything clear to each other, their transaction will be blessed. If they conceal anything and lie to each other, the blessing of their transaction will be eliminated. (Al-Bukhari, 1987: 1976).

If one of the two parties makes a condition for a fixed time to allow the option to accept or reject the deal and they agreed to that, then both of them hold the option until the time expires. This is due to the Prophet's statement: "المسلمون على شروطهم" "Muslims are bound to their contractual conditions" (Abu Daud: 3596).

Table 2.2.2

Satisfying the customers on every transaction made

	Frequency	Percent	Valid Percent	Cumulative Percent
Strongly Agree	95	49.0	49.0	49.0
Agree	245	48.0	48.0	97.0
Strongly Disagree	80	2.0	2.0	99.0
Disagree	65	1.0	1.0	100.0
Total	500	100.0	100.0	

Table 2.2.2 shows that most of the respondents (97%) consider satisfaction of their customers in every deal with certain level of persuasion while the remaining few (3%) do not consider it.

However, satisfaction of the two parties in the transaction, according to the *minhaj* (:202), is necessary. This is evident in the statement of Allah that: "يا أيها الذين ءامنوا لا تأكلوا أموالكم بينكم بالباطل إلا أن تكون تجارة عن تراض منكم" "O you

who believe! Eat not up your property among yourselves unjustly except it is a trade amongst you, by mutual consent. ” (4:29)

Table 2.2.3

Acceptance of complaints on the goods bought even after delivery

	Frequency	Percent	Valid Percent	Cumulative Percent
Strongly Agree	150	30.0	30.0	30.0
Agree	225	45.0	45.0	75.0
Strongly Disagree	45	9.0	9.0	84.0
Disagree	65	13.0	13.0	97.0
undecided	15	3.0	3.0	100.0
Total	500	100.0	100.0	

Table 2.2.3 displays that most of the sellers (75%) agree to accept reasonable complaints on the concluded sales within a justifiable period. Some of them (22%) disagree while few (3%) of them do not decide.

According to the *minhaj* (:203), if it was discovered that a seller cheated a buyer with a value of one-third or more, the buyer has the right to cancel the deal or pay a known market price. The Prophet (pbuh) was reported to have instructed a feeble-minded man who was always cheated in his transaction that: “من بايعت فقل لا خلابة” “when you make a bargain say: ‘No deception’ ” (M. Hiban, 1993:5051). Thus the term ‘No deception’ signifies that the conclusion is conditional. Whenever it becomes clear that the buyer has been cheated, he returns to the seller and demands that the excessive price be returned to him or the deal may be cancelled. If the seller makes the quality of his goods apparent and hides its defect, the buyer has the right to cancel or confirm the deal (Al-Jazairi: 204). This is based on the *hadith* which says:

لا تصروا الإبل ولا الغنم فمن ابتاعها فهو بخير النظرين بعد أن يحلبها إن شاء أمسك وإن شاء ردها وصاعا من تمر

Do not tie up the udders of camels and goats, for he who buys them after that (has been done) has two choices before him after milking them. If he wishes, he may keep them or he may return them along with one *sa'* of dates. (Al-Bukhari, 1987:2041).

Table 2.2.4

Accept any negative comments from the customers

	Frequency	Percent	Valid Percent	Cumulative Percent
Strongly Agree	125	25.0	25.0	25.0
Agree	230	46.0	46.0	71.0
Strongly Disagree	60	12.0	12.0	83.0
Disagree	65	13.0	13.0	96.0
Disagree undecided	20	4.0	4.0	100.0
Total	500	100.0	100.0	

Table 2.2.4 shows that the highest population of the sellers (71%) agrees to accept any negative comment from their customers over the bought goods with proofs. Some (25%) disagree while very few (4%) do not decide.

However, according to the *minhaj*, if any deficiency is found in the sold goods that the buyer was not aware of and he was satisfied at the time of bargaining, he has the right to either confirm the deal or cancel it. (:204) The Prophet (pbuh) had the following to say in this regard: "لايجل لمسلم باع من أخيه" "It is not allowed for a Muslim to sell to his brother goods which are defective, except that he explains it to him". He also said: "من منا غشنا فليس" "whoever cheats us is not one of us".

In addition, if the seller and the buyer dispute over the value or description of the goods, each of the parties would be required to swear an oath. Thereafter the two have the right to confirm or cancel the deal (Al-Jazairi: 204). The Prophet (pbuh) was reported to say that: "إذا اختلف المتبايعان والسلعة قائمة ولايبينه لأحد هما تحالفا" "When the seller and the buyer disagree, and the goods are existing and neither of them has any proof, both of them should swear an Oath".

2.3 Nature of the Transaction in the Market Compared with the Rules in the *Minhaj*.

Table 2.3.1

Selling of goods under negotiation by one customer to another

	Frequency	Percent	Valid Percent	Cumulative Percent
Strongly Agree	215	43.0	43.0	43.0
Agree	130	26.0	26.0	69.0
Strongly Disagree	85	17.0	17.0	86.0
Disagree	65	13.0	13.0	99.0
undecided	5	1.0	1.0	100.0
Total	500	100.0	100.0	

Table 2.3.1 reveals that the larger populations (69%) agree to sell goods under negotiation by one customer to another especially when the second customer wants to buy the good with higher price than the first buyer. Some other (30%) disagree while very few (1%) do not decide.

To sell goods under negotiation by one customer to another is frowned at in Islamic law of transaction according to the *minhaj* (:205) which relies on the following tradition: "لا يبيع بعضكم على بيع بعض" "You should not make sales against each other". (Muslim:3884)

Table 2.3.2

Mixing standard and substandard goods for sale

	Frequency	Percent	Valid Percent	Cumulative Percent
Strongly Agree	230	46.0	46.0	46.0
Agree	170	34.0	34.0	80.0
Strongly Disagree	45	9.0	9.0	89.0
Disagree	45	9.0	9.0	98.0
undecided	10	2.0	2.0	100.0
Total	500	100.0	100.0	

From table 4.4.2, the values show that the majority of the respondents (80%) agree to display their goods without separating between standard and substandard, minority (18%) disagree with the attitude and remaining few (2%) do not decide.

Display of goods according to their standard to let the buyers know the quality of each item is called for in the *minhaj*. In other words, Islam disallows any act of deceit either by mixing up standard and sub-standard items or by quoting false price. (A.J. Al-Jazairi: 206). This is condemned in the tradition below: "ولاتتاجشوا" "And do not make artificial inflation by overbidding".

Table 2.3.3

Selling to the customers based on personality

	Frequency	Percent	Valid Percent	Cumulative Percent
Strongly Agree	90	18.0	18.0	18.0
Agree	125	25.0	25.0	43.0
Strongly Disagree	195	39.0	39.0	82.0
Disagree	85	17.0	17.0	99.0
undecided	5	1.0	1.0	100.0
Total	500	100.0	100.0	

Table 2.3.3 reports that less than half of the respondents (43%) agree to sell in double standards, more than half (56%) disagree and very few (1%) do not decide.

Another transaction commonly operated in the markets is “two transactions combined in one deal” or selling in double standards. For instance, Mr. A may sell an item at the rate of ₦500 to Mr. B who will, in turn, sell his goods to Mr. A at the rate of ₦300. Each transaction should be made separately to avoid confusion (al-Jazairi: 208). This, however, is disapproved in Islam according to the *hadith* below: "لايحل سلف وبيع ولا شرطان" "The condition of a loan combined with a sale is not lawful, nor two conditions relating to one transaction, or selling what is not in your possession".

Table 2.3.4

Acceptance of transfer of debt

	Frequency	Percent	Valid Percent	Cumulative Percent
Strongly agree	80	16.0	16.0	16.0
Agree	130	26.0	26.0	42.0
Strongly disagree	200	40.0	40.0	82.0
Disagree	80	16.0	16.0	98.0
undecided	10	2.0	2.0	100.0
Total	500	100.0	100.0	

The values from table 2.3.4 show that the populations of respondents who agree to allow transfer of debt are below average (42%), those who disagree are more than average (56%) while the remaining (2%) take no decision.

Transfer of debt is acceptable (Al-Jazairi: 209). This is evident in the *hadith* that says: "مطل الغني ظلم فإذا أتبع أحدكم علي مليء فليتبّع" "An intentional delay of a debt settlement by a rich is injustice. So if one of you is referred to a wealthy one, he should accept the transferal". (Al-Bukhari, 1987:2166). In another tradition, he said: "مطل الغني ظلم وإذا أحلت علي مليء فاتبعه" "An intentional delay of a debt settlement by a rich is injustice. And if you are transferred to a wealthy one, then accept it" (Ibn Majah, 1998: 432). The conditions for transfer of debt are as follows:

- (i) The debt intended for transfer should be confirmed and it exists under the obligation of the debtor.
- (ii) Both debts should be similar in kind, number, amount, description and payment schedule.
- (iii) The transferor and the person to whom the debt is transferred should both consent to the transfer. This is because the transferor,

although he has a duty (to repay his debt), he is not necessarily required to repay the debt by the means of transfer. Rather, he is free to choose how he will fulfill this obligation. The person, to whom the debt is transferred, although Islam requests him to accept it, is not required to repay the debt by mode of transfer, except as a courtesy and benevolence from him. (Al-Jazairi: 253)

The following regulations are to be followed:

- (i) The person to whom the debt is transferred should be capable of fulfilling the payment according to the above *hadith*.
- (ii) If the debt is transferred to a person and it is found that he is bankrupt or deceased or absent for a long time, the obligation of the transferred debt will return to the transferor.
- (iii) If a person transfers a debt to another, while the latter transfers it to a third person, the transference in such a case is valid. This is because repeating the transfer from one to another is not harmful as long as the conditions of the transfer are valid. (Al-Jazairi: 254)

Table 2.3.5

Offering sales on credit to known customers

	Frequency	Percent	Valid Percent	Cumulative Percent
Strongly agree	150	30.0	30.0	30.0
Agree	175	35.0	35.0	65.0
Strongly disagree	95	19.0	19.0	84.0
Disagree	65	13.0	13.0	97.0
undecided	15	3.0	3.0	100.0
Total	500	100.0	100.0	

Table 2.3.5 shows that most of the sellers (65%) agree to offer sale on credit to known customers, some of them (32%) disagree while those who take no decision are few (3%).

This is allowed according to the *minhaj* provided it does not involve *ribā* and either of the two parties does not intend to harm each other, (: 209). This is approved in the verse below: “يا أيها الذين آمنوا إذا تداينتم إلى أجل مسمى “فاكتبوه” “O you who believe! When you make a contract on debt for a fixed period, write it down” (2:282). The Prophet stressed that: “من أخذ أموال الناس يريد أداءها أدى الله عنه و من أخذها يريد إتلافها أتلفها الله” “Who takes people’s properties (on credit) having intention of refunding, Allah would make easy the payment for him. Whoever takes it having not intention of refunding, Allah would make the payment difficult for him” (Al-Bayhaqi:10737).

Table 2.3.6

Involvement of a third party in the transaction

	Frequency	Percent	Valid Percent	Cumulative Percent
Strongly agree	140	28.0	28.0	28.0
Agree	215	43.0	43.0	71.0
Strongly disagree	80	16.0	16.0	87.0
Disagree	55	11.0	11.0	98.0
undecided	10	2.0	2.0	100.0
Total	500	100.0	100.0	

Table 2.3.6 shows that a large number (71%) of the respondents agree that they use intermediaries in selling their commodities; this implies that the intermediaries also add their own commission to the selling price. For example, if the actual price is ₦ 200, the intermediary (barada) may add ₦ 100. Without providing any service, he is given some amounts based on how oratory he is able to convince the buyer. Some of them (27%) disagree and remaining few people (2%) can not decide.

Involvement of a third party in a deal commonly called *baranda* among the marketers is not allowed in Islam. *Baranda* which has become a common practice in our markets occurs in many ways. A person may not have goods of his own to sell but has a place in the market area where he will be searching for customers whom he will take to shop of a known seller. The good would be sold at a price higher than the current price. The owner of the good would take his due while the addition goes to the fake seller. Another way of doing *baranda* may involve a seller of particular good who does not have the type of goods demanded by his customer; he would search for such in another shop having added his own gain to the current price. Some may retrieve goods from a strange trader who come to sell in the market and sell on his behalf having made his gain from the sales. All these, according to the *minhaj* are not allowed in Islam. For example, the Prophet (pbuh) forbade a city dweller to buy goods brought by a stranger who wants to sell in the market for the current market value at higher price than the current price, (Al-Jazairi: 210). He (pbuh) said: “لا يبيع حاضر لباد دعوا الناس يزرق الله بعضهم من بعض” “a city dweller should not sell for a rural dweller. Leave the people; for Allah provides sustenance to some of them through others” (S.A. Abu Dawud:3442). In another tradition, he warned against buying the goods brought by the Caravan at the outskirts of the town in order to sell them as one wishes. He was reported to have said: “لا تلقوا الركبان ولا يبيع حاضر لباد” “Do not meet the Caravan (outside town), and a city dweller should not sell goods for a rural dweller”. (Al-Bukhari: 2050)

Table 2.3.7

Selling of expected goods before actual possession

	Frequency	Percent	Valid Percent	Cumulative Percent
Strongly agree	175	35.0	35.0	35.0
Agree	115	23.0	23.0	58.0
Strongly disagree	140	28.0	28.0	86.0
Disagree	55	11.0	11.0	97.0
Undecided	15	3.0	3.0	100.0
Total	500	100.0	100.0	

Table 2.3.7 shows that many of the respondents (58%) agree with sales of expected goods before actual possession; though this is subject to further negotiation after the arrival of the goods, some others (38%) disagree and the remaining few (4%) decide nothing.

Minhajul-Muslim (: 205) asserts that selling of good before its possession called future goods in western term is totally disallowed for the Prophet (pbuh) declared that: "إذا اشتريت شيئاً فلا تبعه حتى تقبضه" "If you buy a good, do not resell it until you possess it", (A.A. Hambali, 1999:15316). This is considered among *bai'u-l-gharar* (deceitful transaction). Example of this includes sales of fish that are still in the river to which the Prophet (pbuh) said: "لا تشتروا السمك في الماء فإنه غرر." "Do not buy fish in the water, for verily it is deceitful" (A. Hambali: 3676). He also said: "ولا يبيع ما ليس عندك" "Do not sell what is not in your possession", (Al-Bayhaqi, 1999:10722).

3.0 Conclusion

The findings of this research work show that most sellers in the study area (south-western Nigeria) allow transparency regarding the nature (quality) of their goods. Packaging of the goods is usually done without charge except when such requires service of another person (*alabaru*) for which the buyer paid. Once the sale has been concluded, the sellers do not condition the buyers over the bought items. All the aforementioned practices are allowed and praised in Islam as highlighted in the *minhaj*.

There is total freedom to every party in the business on either to accept or reject the deal. The sellers considered satisfaction of their customers necessary though certain level of persuasion involves during the negotiation. After conclusion of a sale, the buyers also have the right to accept or reject the goods provided the quality has not been altered by them. In addition, reasonable complaints on the concluded sales are welcome by most sellers within a justifiable period. In case a fault is detected in the bought goods, the

sellers could accept with undoubted proofs. These also go in line with the injunctions in the *minhaj*.

Many sellers do sell goods under negotiation by one customer to another. Some sellers do sell of (future) goods on expectation before actual possession; though this is subject to further negotiation after the arrival of the goods. In most cases, goods are arranged according to their standard. They equally sell in double standard; that is sale based on the personality of the customers. They allow interference of a third party (*baranda*) in their transactions. Many of the sellers also offer sales on credit to their known customers. Transfer of debt from one person to another is totally disagreed upon. However, sale of good under negotiation by a customer to another, sale of future goods, mixing standard goods with sub standard as well as interference of third party (i.e the practice of *baranda*) is condemned in the *minhaj*. Transfer of debt as well as sales on credit, on the other hands, are allowed with certain regulations according to the *minhaj*.

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List of interview

- Interview conducted (over phone conversation) with Mr AbdulMajid O.S. (30 years old) in his hostel at Islamic University, Madinah, on 10th March, 2009.
- Interview conducted with Alhaja Fatimah (Iya Besike) (56 years old) in her shop (10*10 red block 348), chief Bola Ige International Market (New Gbagi), Ibadan on March 26, 2009.
- Interview conducted with Alhaji Y. K. Abbas (55 years old) in his office at shop 001, chief Bola Ige International Market (New Gbagi), Ibadan on March 26, 2009.
- Interview conducted with Mama Junior (45 years old) in her shop (10*10 red block 386), chief Bola Ige International Market (New Gbagi), Ibadan on March 27, 2009.
- Interview conducted with Mr Sa'id Olasupo (40 years old) in his shop (10*10 red block 480), chief Bola Ige International Market (New Gbagi), Ibadan on March.27, 2009.
- Interview conducted with Mr. Hakeem Oloyo (46 years old) in her shop (5*10 yellow block 348), chief Bola Ige International Market (New Gbagi), Ibadan on March 27, 2009.
- Interview conducted with Alhaja Aminat Iyiola (39 years old) in her shop Oshodi Market (Lagos) on June 14, 2009.
- Interview conducted with Mr. Salami Adigun (47 years old) in his shop Oshodi Market (Lagos) on June 14, 2009.
- Interview conducted with Mr. Segun Ishola (40 years old) in his shop Oshodi Market (Lagos) on June 17, 2009.
- Interview conducted with Mr. Tajudeen Afolabi (45 years old) in his shop Oshodi Market (Lagos) on June 16, 2009.
- Interview conducted with Mrs. Yemi Onaolapo (45 years old) in her shop Oshodi Market (Lagos) on June 16, 2009.

- Interview conducted with Alhaja Salamatu Asabi (Iya Sajewa) (53 years old) in her shop Oja'ba Market (Osogbo) on May 13, 2009.
- Interview conducted with Mama Shola (45 years old) in her shop Oja'ba Market (Osogbo) on May 13, 2009.
- Interview conducted with Mr. Habib Baba Ijebu (57 years old) in his shop Oja'ba Market (Osogbo) on May 13, 2009.
- Interview conducted with Mr. Segun Babalaje (40 years old) in his shop Oja'ba Market (Osogbo) on May 12, 2009.
- Interview conducted with Mrs. Adewuyi Samson (55 years old) in her shop, Oja'ba Market (Osogbo) on May 12, 2009.
- Interview conducted with Alhaji Karimu Osuolale (43 years old) in his shop Oyemekun Market (Akure) on August 17, 2009.
- Interview conducted with Mr. Iyabode Asabi (47 years old) in his shop Oyemekun Market (Akure) on August 17, 2009.
- Interview conducted with Mr. Yinka Oladipo (40 years old) in his shop Oyemekun Market (Akure) on August 17, 2009.
- Interview conducted with Mrs. Mojisola Akinkule (41 years old) in his shop Oyemekun Market (Akure) on August 17, 2009.
- Interview conducted with Alhaji Lateef Akinwale (53 years old) in his shop, Lafenwa Market, Abeokuta on April 20, 2009.
- Interview conducted with Madam Janet Taiwo (43 years old) in her shop Lafenwa Market, Abeokuta on April 20, 2009.
- Interview conducted with Mr Sunday Olayemi (50 years old) in his shop Lafenwa Market, Abeokuta on April 21, 2009.
- Interview conducted with Mrs. Sanusi Lasisi (46 years old) in her shop Lafenwa Market, Abeokuta on April 21, 2009.
- Interview conducted with Rebecca Omowumi (49 years old) in his shop Lafenwa Market, Abeokuta on April 21, 2009.

SUMMARY

The present market practices in South-Western Nigeria put the Muslims in a dilemma. They are not sure of whether the existing practices are in line with the rule of *Shari'ah* or not. This paper, therefore, examines market practice in the South-Western Nigerian with a view to comparing the findings with the Islamic ethics on such practices using the *Minhaj* as the checklist for the assessment. Questionnaire was generated from the *Minhaj* to elicit responses from the respondents who were randomly select-ed among the market men and women in some major markets in the geo-political zone of the country. The data collected via administration of questionnaire were analysed using simple percentage and frequency count method. The study found out that the majority of the respondents (98%) agreed to allow transparency by describing the natures (qualities) of their goods before selling. Only 63% considered packaging of the goods as part of their duties without any extra charge. The sellers (68%) agreed to allow the buyers to accept or reject the sales even after

they might have been concluded provided the quality and quantity of the goods sold have not been altered by the buyers while 75% agreed to accept reasonable complaints on the concluded sales within a justifiable period. Some practices condemned in the *Minhaj* but are in operation in the market are mixing standard goods with sub-standard ones (80%), interference of third party (i.e the practice of *baranda*) among others.

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