

PalArch's Journal of Archaeology of Egypt / Egyptology

SHARECROPPING IN ISLAM

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Qasim Jabr Hassan al-Sudani: Sharecropping In Islam-- Palarch's Journal Of Archaeology Of Egypt/Egyptology 17(6), 1-14. ISSN 1567-214x

Keywords : sharecropping , Islam .

ABSTRACT

In this research, I dealt with the definition of sharecropping, both language and convention. As well as the legitimacy of sharecropping according to the opinions of Islamic jurists, It is permissible to contract sharecropping. And also sharecropping terms, and the proper sharecropping faces. I dealt with the corrupt terms of sharecropping, and the ruling on corrupt sharecropping , sharecropping as language and a terminology sharecropping as language

Introduction:

A reactance, from planting or cultivation ⁽¹⁾, which is germination, it is said that God planted it, meaning its planting and growing ⁽²⁾, and from it the Almighty saying: (Do you cultivate it or we are the growers) ⁽³⁾ It is an act that God Almighty and the Most High has made for his succession, not by leaving ⁽⁴⁾ (the plant. And cultivation and agriculture in the sense of plower, and tillage, as it was legislated to obtain the benefit of the ownership, which is growth, and it takes place between two, often like speculation ⁽⁵⁾.

sharecropping as idiomatically:

It is the contract that is concluded between two for this purpose, by giving the land to the one who cultivates it, provided that the yield between them is as stipulated. It is the transaction on the ground with some of what comes out of it ⁽⁶⁾. It is a contract on the implant with some outside of it, And that is for the owner of the land to say, and it waqf for you as a farmer of such that and the worker says: I accept it, so the answer and acceptance are the basis of it ⁽⁷⁾.

Sharecropping is also called communication, based on what he saw that the Prophet (PBUH) "forbade communication and it was said, and what was said, he said: to take the land by half, a third, or a quarter" ⁽⁸⁾ .

And it is said: It was called a communication because the Arabs called the farmer an expert ⁽⁹⁾ ,that is, al-Akkar because he talks about the land, that is, he is angering it. And the experts: the soft ground, and it was said that this derivation from the treatment of the Messenger of God (PBUH) with the people of Khaybar when he gave the palm to them as a treatment with a portion of dates, i.e. half ⁽¹⁰⁾.It can be said that sharecropping: is a contract for investing agricultural land between the owner of the land, and another that can be invested and cultivated, provided that the result is shared between them according to what they agreed upon and stipulated.

Legitimacy of sharecropping

Muslim scholars claim that acquiring agriculture is legitimate. And the first to do Adam, peace be upon him, according to what was narrated, that when he descended to the earth Gabriel, peace be upon him, brought him wheat and ordered him to plant ⁽¹¹⁾ .And the Prophet Muhammed (PBUH) was plowed down and delivered shelf ⁽¹²⁾ .

Imam Abu Hanifa al-Nu'man (d.150 AH / 767 CE) goes on to say that sharecropping and transaction (al-misaqat) are not permissible and that they are corrupt ⁽¹³⁾ .

Imam Malik bin Anas (d. 179 AH / 795 AD) said: As for the people of Medina, a man should not rent himself, his land, his ship or his horse except with something known that will not disappear ⁽¹⁴⁾ , Because the plantation decreases once and increases again, and may perish head, so the owner of the land has left a known lease, so it is not permissible for him to sharecropping alone or accordingly except for what was of the land between the trees ⁽¹⁵⁾.

Imam Al-Shafi'i (d. 204 AH / 819 CE) went on to say: The Sunnah of the Messenger of God (PBUH) indicates that it is not permissible to farm on a third or a quarter, or any part of the planting parts. He does something for him except for a known wage ⁽¹⁶⁾.

Those who said that argue it is not permissible to farm with what was narrated on the authority of the Prophet (PBUH) that (he forbade talking to them, and it was said, and what was said, he said: Sharing is a third and a quarter). And in another narration, "He forbade the communication, so he says: What is the communication? He said: You take land with a half, a third, or a quarter." ⁽¹⁷⁾

Most scholars went on to say that farming is permissible, and accordingly Ibn Abi Layla (d.148 AH / 765 CE), Al-Awza'i (d. 157 AH / 774 CE), al-Thawri (d.116 AH / 778 CE), Hasan bin Hayy (d.169 AH / 785 CE), and Abu Yusuf (d. D. 182 AH / 798 AD), Muhammad ibn al-Hassan al-Shaybani (d. 189 AH / 805 CE), and Imam Ahmad bin Hanbal (d. 241 AH / 855 CE) ⁽¹⁸⁾ Also al-Tusi

went on to it (d. 460 AH / 1068 CE), and al-Hili (d.676 AH / 1277 CE) from Al-Imamate⁽¹⁹⁾ .

Those who say that had argue it is permissible to farm argued with what was narrated on the authority of Ibn Omar that he said, “The Prophet, may God’s prayers and peace be upon him, treated expert with a portion of what comes out of it from dates or crops”⁽²⁰⁾ .

It appears from the opinions of scholars on sharecropping that the most correct is the permissibility of the sharecropping contract, because it is a company contract between money and work, so it is permissible like speculation to pay the need, so the owner of the money may not be good in agriculture, and the worker is perfecting it. The result is between the owner of the land and the farmer in a proportion to what they have agreed upon, such as half, a third or so for the farmer, as it is like renting by sharing in the exploitation of the land, and the rent has a certain share of the crop, but it is distinguished from the company in that the owner's share in it is a share of the same crop that is produced from the land and not from Net profit⁽²¹⁾ .

Terms of correct sharecropping

sharecropping, according to those who permit it, requires terms, which are:

1. Timing: Because the contract relates to the benefit of the land or to the benefit of the worker with compensation, and the amount of benefit is not known except by indicating the period, so the period was a criterion for the benefit in terms of measure and weight.
2. The statement of the owner of the seed, because the one who is contracting the seed differs accordingly. If the seed is by the worker, then the benefit of the land is contracted on him, and if the sowing is by the landowner then the contract is for the benefit of the worker ‘It is necessary to clarify the contract, and the ignorance of the seed holder leads to a dispute between them⁽²²⁾.
3. the statement of genus seeding, because the learn genus fare a must, and becomes this information, but a statement gender seeding.
4. An indication of the share of the person for whom the sowing is not, because he deserves it in lieu of the condition, and unless it is known, it is not valid to be entitled to it under the contract condition.
5. The vacancy between the land and the worker, even if the contract is stipulated in the absence of the vacancy, which is the work of the land owner with the worker, the contract is not valid.
6. The company abroad when it takes place, even if a clause leads to severing the company abroad after obtaining it, it spoils the contract⁽²³⁾.

Aspects of correct sharecropping

sharecropping according to those who permit it in four ways:

1. The first aspect: That the land be from one of them, and the seed and the work, the cows and the machines of work are all from the other This is permissible because the owner of the seed rents the land with a part known from the outside, and the farmer is valid if the worker rents the land for a known fee of dirhams and dinars, and the same is the case if he leases it with a named part from abroad and it is common.
2. The second aspect: that the land, seeds, cows, and machinery come from one of them, and work from the other, this is also permissible, because the owner of the land hired the worker to work with his machines for him.
3. The third aspect: that the land and seed be from one of them, and the cows and machines from the worker, and this is also permissible because the owner of the land hired him to work with his own machinery, because the benefit of the cows and machines is of the same type as the benefit of the worker, because the establishment of the work takes place with everyone, so that makes it dependent on the worker's work in the permissibility of his entitlement to the farmer's contract ⁽²⁴⁾.
4. The fourth aspect: that the seed is from the worker, and the cow is from the lord of the land, and this aspect is corrupt in the outward appearance of the narration because the owner of the seed is a tenant of the land and the cows, and renting the cows with a part from the outside is not permissible, and this is because the benefit of the cows is not the same as the benefit of the land, so the utility of the land Power in its character so that it takes place outside, and the benefit of the cows is done by it, because the lack of homogeneity cannot make the cow according to the utility of the land, and it is not permissible to deserve the benefit of the cow intended by the farmer as if the cows were conditional on one of them only ⁽²⁵⁾ .

And it was narrated on the authority of Abu Yusuf (d. 182 AH / 798 AD) that he said that sharecropping is permissible in this way, because if the land and sowing were on one side, it is permissible, and the benefit of the cows was made dependent on the benefit of the worker, so if the land and the cows are on one side it must be permissible, and it makes the benefit of the cows dependent For the benefit of the land⁽²⁶⁾.

The terms of corrupt sharecropping

As forThe terms of corrupt sharecropping has kinds Then, it was divided into the corrected tapes for the sharecropping and outside it

the principle in that:

1. Every condition that leads to the severing of the sharing between the two parties, with the occurrence of the outside in some or all, was a spoiler to the contract, because the sharing does not take place without throwing the seed

into the ground, and at that point the share of each of them becomes known ⁽²⁷⁾. If one of them stipulates that the outside has led to the severance of the share, which is one of the characteristics of the contract ⁽²⁸⁾.

2. The work with which the outside is acquired or brought up in correct sharecropping is for the worker and that is the same as preservation and watering until he realizes the planting, because sharecropping is according to the words of whoever allows it to be a share abroad, and the worker's capital in it is an effective action in the collection of the outside as in speculation, and whatever is From work after full awareness until it is divided, such as harvesting, dias, and scavenging, it will be over them, because the outside is theirs, so the provision for them is as much as the woner, and what is done after the work, such as carrying to the house and grinding, is for each one of them in his own share, so each condition requires work after the end of the contract He is corrupt ⁽²⁹⁾.

3. sharecropping ends with realizing the plants, because the requirement of deuteronomy on sharecropping corrupts the planting, and the conclusion is that when a worker has a condition that his benefit remains for the Lord of the land after the lapse of the period, then the sharecropping is corrupt ⁽³⁰⁾.

The ruling of corrupt sharecropping

The provisions of corrupt sharecropping can be limited to the following:

1. If the one who comes out of the land is all of the owner of the seed, whether he is the owner of the land or the farmer, because the entitlement of the seed that comes out of the land is because it is the growth of his possession. The sowing by the power of the land and the land is his property, the seed is from his possession, and because of the corruption of the farmer, he had to pay the same fee for his labor. If the seed is from the worker, the owner of the land must have a reward like his land, because the contract between the two sides is a rental. It is not a pleasure to the farmer, but he takes from him the amount of his seeds, and as much as he is fined from a reward, such as land and provisions, and dispose of the extra remaining ⁽³¹⁾.

2. The farmer does not have to do any of the sharecropping acts, because his response to the contract, and it is not valid, he who did not sow before him deserves the condition, and without the condition does not deserve anything, because the duty in proper sharecropping is called the contract, and it is part of the outside, so if there is no Nothing is obligatory, but the duty of corrupt sharecropping is a reward like work, and it is a duty in the dhimma not outside , whether the land is brought out or not, so the absence of the outside does not preclude its obligation in the liability ⁽³²⁾.

3. As for renting out a parable in the corrupt sharecropping: it is not increased by a wage like his land and his cows over half of the outside, which was

stipulated in the words of Abu Yusef and Muhammad ibn al-Hasan al-Shaibani said: It is necessary to pay the same as far as it has reached.

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