Abdulraoof, S. (2021). The Role of Custom In The Interpretation of The Contract: A Comparative Study. *Akkad Journal of Law and Public Policy*, *1*(2), 54-72.

THE ROLE OF CUSTOM IN THE INTERPRETATION OF THE CONTRACT: A COMPARATIVE STUDY

Sabah Erees Abdulraoof
University of Kufa,
Najaf, Iraq
E-mail:
raghadf.altaai@uokufa.edu
ORCID: https://orcid.org/0000-0001-7072-5590

Received: December 2020
1st Revision: January 2021
Accepted: April 2021

ABSTRACT. Custom serves various purposes within the context of contracts, as evidenced by the fact that the contract's content must be carefully stated since this content is decided by the contracting parties' phrases expressing their shared intent. Occasionally, the terms are ambiguous and must be interpreted by the court. Custom is one of the aspects that assist in resolving this uncertainty by showing the meaning of words and acts and their signals of the genuine intents and objectives demonstrated. The contracting parties made extensive use of the text's hints and evidence, but this is without pardon for adhering to the literal look of the term because viewing words as flexible templates would bring out the essence of the meaning they convey. Thus, it is unsurprising that the purpose of the terms varies according to events and conditions. Thus custom is an essential tool for assisting the judge in ascertaining the contractors' true intentions to identify the term's meaning in the contract.

JEL Classification: K12, L14, D86

Keywords: contract, costume, comparative legislation

Introduction

As long as the contract is a consensus of two wills to create a legal impact that appears in the legal status of both contractors, the will must be expressed and identical together, but there may be confusion, ambiguity or lack of clarity in the words and words of the contractors at the conclusion stage of the contract, leading to a dispute and problems that may arise at the stage of the implementation of the terms of the contract, so it is necessary to stand by vague languages or meanings and find the appropriate explanation for them. In accordance with the will of the contractors. This is the current custom is one of the important means in dismantling the ambiguity or thumb that is a clause of the contract, and if we follow the position of both Islamic jurisprudence and positive law, we find that each of the two directions has a special treatment for this subject, while we find that the doctrinal trend has focused on the point of contribution of custom to the significance of people's words and what comes out of them arranged on that many conclusions and facts reached, while we find that the direction of comparative laws was towards the custom that The legislator refers to him in the interpretation of the word or the verbal groups that make up the legislative text and thus we find that the

custom and customs of the people in their dealings, whether local or professional, have a great impact in explaining the ambiguity of the terms or conditions of the contract. In order to highlight these two advanced trends, we will divide the speech in this research into two subjects. We will look at the first research in the contribution of custom to verbal significance, dividing it into four demands. While we discuss the latter demand, the role of custom in transferring the word from truth to metaphor and vice versa. The second topic will be to talk about the position of comparative legislation from the interpreted custom by dividing it into two demands.

1. Custom contribution to verbal significance

Custom has an important role to play in verbal significance that can be reflected inthe following four demands: -

1.1. The Custom's role in transferring linguistic meaning

Custom interferes with people's words so that the word goes to the meanings of custom, even if it leads to a violation of the real meanings that were put in the language, which leads to the emergence of what is known (customary truth), where the customary truth is known as the term used in what is the subject has a custom, whether that subject has a customary eye of the subject for him linguistically or otherwise, Because custom may allocate the word in some of its linguistic meanings() and become a customary fact in it only, and come out the rest of the catches, which are intended to introduce people to a word other than its linguistic meaning so that this customary meaningis exchanged from it when it is released without the need for a presumption - and then he said - even the transcendence of the use of the word in it is a customary fact(),and the significance of the definition applies to the customary custom that goes to "what people know of the will of meaning of a word of a word. Therefore,the departure of the speaker's words is to the customary truth, since if the opposite occurs and goes towards the linguistic truth, it will result in an obligation in his contracts and other verbal actions that do not help him and are not understood by the people, as the meaning of the origin of the language may be a binding contract, which in custom becomes a non-binding promise, and may mean sale, netting, donation and so on. . As the use of the word "boy" for male, although it includes male and female, as in his saying (God recommends you in your children)() the verse is indicative of the use in male and female contrary to custom. If he vows not to eat meat, eat fish that has not sinned in order to know the subject and diagnose it, it is likely to mean the meaning of custom, since custom requiresthat the word appear in what is used and get to know each other. Also, if someone swore not to put his foot in the house of Solan, the right went to the meaning of entering the house as the customary meaning, not just to putthe foot, which is the linguistic truth, if he entered it as a passenger without touching his foot on the ground that is legally bent on his right, and he must atone even if he extends his leg from outside it, and he puts it in it without entering, so we find that the linguistic truth is the origin of customary truth as long as custom is transmitted from the language, and the situation is in fact Language is not the case in customary, since inthe first place the suspension of the word in the face of a meaning not known other than that situation, but in the custom, in the sense of predominance of use(). While they differ in the subject has a linguistic and is ratified by the linguistic truth not customary, and in the subject has the customary accident by transport or without transfer with its absence in the previous time and renewed after it, it is ratified by customary rather than linguistic(). In the event of a conflict between customary truth and linguistics, there are several perceptions of Islamic jurisprudence that hover over the issue: -

The first picture: -If a word is received from the Holy Street that has a linguistic and customary meaning and we know the customary delay at the time of the speech, then the load is on the linguistic meaning because there is no conflict between the two, i.e. to impose non-customary, and because linguistic is the origin of this imposition.

The second picture: - If there is a word from the Holy Street that has a linguistic meaning and another customary meaning and knows that a general custom has reached the point of truth when thespeech is issued, here we find two words, the first goes by carrying on the linguistic truth and the second acknowledges the pregnancy on customary. Therefore, we see that Sheikh Tusi has introduced custom and neglected the linguistic meaning when he said: - Whendid a letter from Allah almighty be given by theProphet (YH) he considered it, If its use in language, custom and sharia is carried on the basis of language, and if it has a truth in the language and becomes a reality in others, it should be carried on what is customary. But in other places of Sheikh Tusi, we see him presenting the linguistic truth on her customary counterpart, as he stated in breastfeeding that speaking in the statement of what is his infant and what isnot his infant, it is likely to be customary, because the shifting stages of returning from Sharia to language and then custom require the introduction of language to custom. Zain al-Din bin Ali al-Amali referred to the language in his explanation of the words of the author of the canons (and in killing many locusts blood sha) he said (likely in a lot to custom, and the possibility of language so that the three are many, but he introduced the custom to the language explicitly when he said: the custom is presented on the language, and then he tolerated both, even if his tendencies to know in the matter of suspension of the show, He said: If al-Epithel commented on her violation of the matter, he said that if I violated my order, then he said to her: Do not talk to Zaida or do not get out of the house, so his word or went out, it did not fall because she did not fear him, but she violated his end and is likely to fall because it is called in custom to violate his order, and this strengthens if the custom settles on him, i.e. it became a customary fact or the lesson in the sense of the term().

The third picture: - A word from the street has a linguistic meaning and another customary meaning, but there is no doubt that the customary meaning was established when the speech was issued or may know its existence, but there is doubt about its arrival to the extent of the truth, and there are two words in this picture:

- **The first statement**: - The pregnancy goes to the linguistic truth on the basis that the customary truth is an accident and applies the authenticity of the delay of the accident, but the language remains as the time is suspected and accompanied.

The second statement: - He went on to weight the customary truth in several respects, including the establishment of general custom before legislation, and the validity of the public biography of the people on the place of the word on what they understand meaning without resorting to the linguistic meaning, for example for the majority ofthe proof of custom usually in the time of the street in addition to the famous work on custom(). However, with the advanced differences of opinion, we find that some jurists have decided the matter absolutely in favor of the customary truth, as Sheikh Dr. Mustafa Zarqa says (that each speaker carries his words on his language and knew him, so he goes to the meanings of custom when speaking, and if she violates the true meanings that put the word in the origin of the language, because the emergency custom has conveyed those words to other meanings that have become the customary truth intended by pronunciation in exchange for linguistic truth, If the speaker's words were to be dismissed to the linguistic truth without customary which is his meaning in the speaker's custom, he would have obliged the speaker in his contracts, approval, dreaming, divorce and other verbal actions in what he does not mean, and people do not understand him from his words(),and on the other hand we find that some jurists such as Ibn Idris from the forehand were committed to the weight of working the linguistic truth in all assumptions and cases (if one of them is entitled not to eat eggs), ibn Idris, who is required by our doctrine to

carve out all food of all What is called eggs because eggs fall really on all that and faith is about the facts of things and the exits of names and deeds without reference to meanings so ifthe name of the eggs goes on the eggs of fish is a fact and then included in the faith as well(). Thus, Ibn Idris remained committed to the literal sense and the linguistic situation even in the resources that are difficult to hold on to, he said: If the caliph or king and God said to beat My servant, then he ordered him, and then he hit him, he did not bow then.

The first is to present the language on custom at all, as we pointed out in the position of the jurist Ibn Idris.

Second: - Presenting the language according to custom in the event that the customary truth is not achieved or in their differences, although the language is dominant, but if customary is achieved, the custom is presented, which led to a difference in the positions of the jurists sometimes for custom and sometimes for language, and therefore we see different words and phrases in this regard, as al-Suyuti says that the custom and the situation match that time, If they disagree, the words ofthe friends tend to be the situation.

2.1. The role of custom in the allocation of the public and absolute restriction

The first part relates to the allocation of the year, and the allocation has been defined by several definitions, including that itdistinguishes some sentences by ruling(i.e., taking it out as the output of the two institutes). It is also known that the wordminor is likely to be taken, indicated, carried or used, sothat the allocation is limited to some of its names, although not general, as it is known as a group term that they use in a specific sense so that its meaning comes to the mind of someone as soon as they hear it. There should be a conflict between the public and the private because the opinion is not opposed to the deterministic, so allocation is an explanation and a statement of the year in which the possibilities are presented either the will of the public or in particular, and this means the allocation of the word about the generality and will of some of what it deals with with evidence, or is to limit the public to some of what it deals with with evidence, whether categorical or hypothetical, independent or not. Sheikh Mohammed Reda al-Muzaffar stated on the occasion of the talk about the related and detailed allocation that "thereis no difference between the two sections in terms of the presumption on the speaker's will, but the difference between them on the other hand, which is the area of the convening of appearance in general: in the caller, the speech is not held except in particular, and in the separate the appearance of the public is held in general, but the private appearance is stronger, so it is presented to him in order to present the appearance on the face of the phenomenon or the text on the face ofit. The speech is absolutely public and otherwise does not settle for him to appear and does not take place until after the completion of it and the obedience is known, in a way that does not remain according to custom the scope to attach him to a conscience that can be the presumption of his behavior from his initial initial appearance, otherwise the speech as long as it is connected by custom, his appearance is observed, if it is interrupted without the presence of a presumption on his succession settled his first appearance, and the speech contracted and if the wife followed him, and then he held on the second appearance. Therefore, if the presumptionis a whole, or if there is a possible presumption in the speech, it should not take place in the first appearance, nor another appearance, so the whole speech returns in its entirety. As for hanafi, they defined the allocation as "limitingthe general to someof its members as an independent alternativeassociated withit." The opposition is not a pure statement and it is a statement that stems from the will of the holy street, and as long as it is based on the meaning of the opposition, it means that the year is categorical in its significance as a private. This is why they are required inthe guide for the year to be accompanied by it in time and if the number of copiers is relaxed, it is not allocated, and the private must be equal to the year in terms of determinism or belief in terms of the strength of significance and finally

the evidence must beindependent. If we want to compare the position of the audience of jurists and the noses, we find that they agree that the allocation is limited to some of its members by evidence, but they differ in the terms of that evidence, as we have seen that the parties require specific conditions in the allocation as we mentioned a little earlier, while the public does not require it because these conditions are different from the concept of allocation and its nature. The general limitation of an independent evidence equal to the general in the power of significance. The fact of the matter that the year may be allocated by custom, which may be a verbal or actual custom(),where the meaning of verbal or verbal custom is meant to introduce most people to the word "meaning" that is not the subject of it. Giving. In both cases,it is either a previous or a comparison of the general word for the general word of the general roses, or an incident after it, as most jurists agreed that the collequial custom allocates the whole text (). If hesays that he stood on my children, the waqf is for males only. The dabba, the ceiling, the saddle and the chord only deal with the so-called custom as well, without the human, the sky,the sun and the mountain, this name took place until it returned metaphorically(). However, some believe that this is not a custom custom because the name of the bear is not used in custom except in the four or only the horse so that it depicts never using it except inthat,and branched out from this opposing view as well that if the ureter says: God, I do not eat meat, so eat fish, then it does not need to be, Or he said, "I do not sit onthe carpet of a council on the ground, it does not do so, and this is a custom act contrary to the text, as the Holy Quran called fish for what is said in the words of The Almighty (and from all you eat softmeat) andhe called the earth simple as in his saying (God made the earth simple) (God made the earth simple)(),so this opinion believes the custom in these examples is only a statement of the opinions of the ally and its manifestation would not allocate the public so that the role of custom here is to address the words to Its meaningsare familiar to people pursuant to a rule (the word bears its true meaning unless a presumption is based on the will of amiracle), but what we mentioned above (regarding the agreement of most jurists to allocate the general by the adlithic custom) but they wanted the linguistic meaning and not the Qur'anic text or the Prophet's hadith. The jurists differed in the allocation of the public by the practical custom that exists when the islamic text is received, some of them from his husband and some of them prevented it (his prohibition), as the Hanafi and the Maliki public went on to say that both the tradition of the colloquial allocates the year if one person says to another his client: buy me meat, meat here is only a general word language that includes all kinds of meat of red meat such as lamb as well as white meat like fish meat, but people knew and their customs were used to allocate the word mentioned In addition to red meat suchas beef and lamb, the authors of this trend differed on the practical custom in its validity to allocate the general text or not, as they differentiated between what was public or private, so if it is general, then the work of custom in its subject is not a disruption of the text, but the text remains in place in its other coverage, which is covered by the general public, not in the allocation of the text by custom, then neglecting the text. It is a work of both custom and text, according to the rule that "the work ofboth texts is better than neglecting one of them." For example, the Prophet(S.A.) forbids the sale of what is not in man's land and licenses in peace, this is a general provision in preventing all kinds of sale in which the object sold is not in the seller's property except for the peace for the interest he holds. The same applies to the contract of the astros, which is covered by the general text, but people are familiar with it for their needs, and then the jurists approved it according to the current custom and a promise dedicated to the whole text, thus including the making of the text all kinds of sale of the non-existent except the ististan and therefore combines custom and text together(), as well as the exclusion of honest women from the general saying of Almighty (and the mothers breastfeed their children) The honorable woman was removed from this general by saying that she should not breastfeed based on the Arab custom that the honorable woman does not breastfeed with them after it was established in the time of the Prophet (Sah) and acknowledged them and

therefore was dedicated to the whole holy verse. But if the custom is special and opposes a general provision that it is specific to one place without another, or to a group of people alone, such as some employers, such as merchants, manufacturers or some countries, it is not possible, most likely at the end, to allocate the general text, even ifit exists when the text is received, because if some countries or people know the provision, it is not necessary to allocate the text, then it is not necessary to do so. The allocation proves doubt, as long asthe allocation is a statement of the will of the wise street from the general text and therefore such will is not known from a few people or a small part of the land(),but the Malikis() as this doctrine went on to say that the practical custom that exists when the text is received allocates the general text, including what Ibn Ghazi went to from the allocation of the actual custom and the general colony. Although it is effective, Alwanugi quoted Beji as saying that practical custom is custom, and this is the same as al-Qalashani. As for those who say that it is not permissible to allocate thepractical custom to the public, they are the Shafi'i, who argue that the practical custom is not suitable for allocating the word or restricting it,as well as the ucherisi, wherehe stated that the actual habit does not allocate the general(), as well as ibn Taymiyyah from Hanbala, where he decided that "it is not permissible to allocate the general customs to us." This is inferred thatthe formula used and that the owner of the practical custom is a general formula according to the language is not intended for it, and therefore remains on the whole this on the part of()and on the other hand that the actual habit is not an excuse, considering that people get used to the good as they are used to ugly, but the argument in the texts even if they are general, and it promises to rule on returns without the returns being controlled by them. From the foregoing, we agree with those who believe that the mandate in the ability of practical custom to allocate the public or not depends on the realization of the allocation, wherever it is achieved, it must be said at the time that allocation must be made, without distinguishing between public and private or verbal and practical, but the second part relates to the restriction of the absolute The divorcee was known by several definitions that meet when he refers to the truth in terms of it, as al-Razi defined it as the term indicative of the truth in terms of it, and also defined him as a son in front of him jerusalem from Hanbala as (one intake not a particular one considering a comprehensive truth of his gender) and also defined as (a term indicated by what is common among several types, types or individuals fit to be meant to be intended). Any one of them(() and his long-term definition as (absolute is the indicative ofa common connotation in his sex)() and the latter definition seems to be common and more likely. As for the restricted, he was also knownby several definitions, including the definition of Ibn Imama al-Maqdisi as the term "certain or not" described as an excess of the universal truth ofhisgender. It is based on the will ofthe speaker, since his reference to the word in an absolute form indicates the tendency of his will to become common, even if his intention is to restrict that absolute as long as he is a person of the soul and absent from the outside world, therefore it is not the right of the interpreter to reduce the prevalence of that absolute term unless the evidence of restriction is based on the evidence that there is evidence that the absolute term common in its members is intended in many members, This restriction may be explicit in another term, which is often the case and may not be, but it indicates the intention of the speaker and shows his will from the absolute word. It is absent from their minds() and for example if everyone is an agent to buy meat, bread or dress, for example, the agency's contract is restricted to the type of meat or bread that is usual to eat, and in the usual dress to wear it, if he buys him another unusual type, the purchase does not apply to the client to which the agent is obliged, and if he hires a bear to carry, he has to load the usual type and destiny of which there is no harm to it, He can't carry it more than its usual energy at all, nor carry it with heavy objects such as iron and stones, except for the lessor's permission. In terms of amount, it will also adhere to its usual card, otherwise it will be the guarantor of the tank if it is damaged, as it is considered to be transgressive, and if he hires a dab to carry a certain amount on it, he will carry more of it than he does, if he is handed over

to his obligations the so-called wage . As well as what is stipulated in the journal of the judicial judgments in article (527), which stipulates that it is permissible to rent the house and the bar without indicating that it is for anything or how to use it, it goes to custom and custom, as well as what article (1498) of the Journal of Judicial Judgments stipulates that it is (for the absolute agent of the sale to sell his client's money in cash or forget it for a known period among traders in the right of that money, It does not have to sell it for a long time contrary to custom and custom, as well as article (45) of the Journal of Judicial Judgments indicates that (appointment by custom is like appointment by text), and it is clear from this last article the role played by custom in restricting the absolute, as al-Sarkhsi comments on this article that (appointment is proven in the text at times and in other indications. As for the custom appointment, such as the appointment of the text, as if he bought with absolute dirhams, he goes on to criticize the country in the interest ofcustom, but with regard to the position of Islamic doctrines of restricting the absolute by custom, it is the same opinions that we referred to on the subject of the allocation of the general public by custom, as they refer in their words and words to the allocation of the public and the restriction of the absolute custom, so there is no need for repetition. As for the position of comparative legislation, it is noted that in the Iraqi Civil Code there are many provisions indicating the restriction of the absolute by custom, including the provision of article (852) that (if the borrower releases the user in time, place and type of use, he may benefit from the naked at any time, anywhere and by any use of his will, provided that he does not exceed the known custom, then he will go beyond the known custom, and the naked perished within it), while the first paragraph of article (639) of the Egyptian Civil Code stipulates that he (639) of the Egyptian Civil Code stipulates that he (639) 1- The borrower can only use the borrowed object on a specific face and to a limited extent. This is in accordance with the contract, accepted by the nature of the object or designated by custom. Without the permission of the tenant, he may not refrain from using others even as a donation, as well as article (762) of the Iraqi Civil Code, which stipulates that (whatever the wage, the tenant must use it as described in the lease, if the contract is silenced, he must use it as prepared by custom) as well as paragraph (2) of article (764) of the same law, which stipulates that he (2. The use of the tenant, unlike usual, guarantees the damage generated)

2.3. Application of multiple linear regression analysis

The role of tradition in the expression of the word nickname and the frank

The explicit term was defined as (what appeared to be an extra clear appearance) and was also defined as (what is specifically intended for the predominance of use)() and if the reason for determining the term is its use, we find that some of the words are used in many meanings and are predominantly used in those meanings and in a way that that meaning becomes known to every listener ofthe word in question. This is what is meant by the content of the explicit term, as it is the excess statement that has made the meaning exposed in the explicit term () because of the existence of custom and the predominanceof use that made the meaning familiar to its listener, as the tongue may be more likely to use a formula in a special purpose and it will be initiated by it and become explicit and does not lack intention or presumption. According to the signatories' flags, i.e. considering the returns, Iman comes out of divorce and disabling and listens to screams and nicknames. The frank may become a means of lacking intention and the nickname may become explicit, dispensing with the intention) and it has been said to open the appreciation from the last of the loyalty (and custom is the positive for the proof of candour)(). From the foregoing, the role of custom here appears in the confirmation of the explicit word, and therefore it entails its effects without presumption, and many examples of this, including with regard to the words divorce and embrace, if the people of a country or sect are known in

their use of the word freedom in chastity without age, if one of them says about his property that he is free, or about his neighbor that it is free, and his habit of using it in chastity, He did not think of anyone else, so that they do not know this for sure, and if the word is explicit when it is used in the 1,000th use of it in the age, and also if a sect is known in divorce by the word "forgiveness", so that they do not know for this meaning otherwise, then she said: Allow me: "I allow you or I allow you", this is explicit in their divorce. As well as the convening of marriage in the words of the Qur'an as a marriage and may be carried out by the correct custom of the forms of marriage is the words of marriage and marriage, because after the people recognized it, they wanted the meaning of marriage so that it would initiate this purpose, and therefore became the form of the explicit word(). It is true that it is repeated on the common, either in the customof Islam or in the knowledge of thetongue. As al-Baji said, The meaning of explicitness is clear, the frankness of divorce is what is understood from the word divorce, which is used a lot, such as your differences, your theft, your cell, and a girl from you, and you are forbidden because these words, if used in divorce and others, but they have been used frequently in divorce and known about it, so it became clear evidence in the rhythm of divorce, such as the that was put to the reassuring from the ground and then used on the face of the metaphor in order to do the need, Abyan was more famous than him in a situation for him, as well as in our case like him. On the other hand, people may use less in that sense, which leads to their being hidden behind the word, which cannot be derived from its abstract, and therefore there is an urgent need to look for intention or presumption that will reveal the meaning and this is the nickname that is meant to be hidden so that it can only be understood by apresumption. The nickname was defined as "covered" whenthe listener, for example, the father said in marriage, and my daughter gave you, and the seller said, "I made you this village and your authority over it like this, and also when the meaning of the word changes in the custom of some people." For example, it can be imagined that divorce in other terms has been known to be used in divorce, and the role of custom here is highlighted in determining what is meant by these customary words, which is called the words of the nickname, and whatever is apparent, such as haram, necessary or hidden. As he said: You are a cell, a wild, and a rope on your garb () so custom plays a prominent role in conveying some words from the nickname to the frank, and then the word appears clearly meaning without intention or an auxiliary presumption to show what it is meant after it was possible for more than one meaning and this is what some jurists have referred to in their phrases and from which (The word "haram" should be used in it and in its sisters, with its fame in custom, existence and absence, in anything that is known to be carried against it without intention, and what is not known in it has only a structure, and it is not enough to be famous because the Mufti believes so. But it is famous that the people of that dowry do not understand from divorce except that meaning. This is a useful recognition of the transfer of the word from language to custom() Al-Qurafi also says (and the immobility of the transfers has never been misleading in religion and ignorance of the purposes of the muslim scholars and the past predecessors, and therefore graduate the faith of divorce and disabling and the formulas of screams and metaphors, the frank may become a metaphor lacking intention, and the cannay may become explicit and dispensed with intention)().

2.1. Application of multiple linear regression analysis

The truth is known as a term used in what was put to him in the term in which the communication is in connection with the real meaning with a presumption of the will of the subject for him (). The legal metaphor, even if the people of custom are a customary fact and is matched bythe customary metaphor. The last point is what concerns us here for as long as what people are accustomed to and get acquainted with is the specificity of the word, we can imagine that people abandon the use of the word within the framework of its linguistic reality

and move it to a new meaning, so the latter becomes the true meaning of the word, and on the other hand the original meaning of the term is metaphorically only for a presumption because of the lack of use of the word in its true meaning, given the lack of common dealing with that meaning and the example of eating wheat as its reality used Eating a sample is not me, but the conventional metaphor is what pervades the truth often, such as eating what is taken from it like bread as well as eating meat, as the real meaning goes away to eat any kind of it even the meat of antelope or wild reds, but the metaphor is to eat what is used meat() If we look at it in the other direction, it is not surprising that it is not surprising to leave the true meaning and resort to the metaphor that is common among people and is famous so that it is the initiator of the mind, so that the word becomes a reality in this figurative sense() and perhaps the reason why it is not possible to stick to the real meaning lies in the inability to reach it in the first place, such as the alliance not to eat from the boiler, since it is known that the body of the boiler cannot be eaten, then it is to the nearest metaphor, which it solves from a cooked and other. The other reason why it is not possible to stick to the real meaning may be because it is difficult to hold on to it as if a person swore not to eat from the body of the vine, as long as it is known that the body of the vine can be eaten but with difficulty, then it becomes to its nearest metaphor which comes out of it, if the vine does not have fruit if it is young, it is transformed into the metaphor that comes in proximity to the first, which is its price, and therefore the work on the truth in the last two pictures is only Cancel rationalwords. It should be noted that the words and phrases of some jurists came in accordance with the above, as Bukhari says (because speech is a subject of people's use and need, so it becomes permissible to use them as truth, and the example of what our scholars said, may God rest their soul, who vows to pray or hajj or walk to The house of God, or to be beaten with his robe, the kaaba, that goes to the custom metaphor and many examples and they said, whoever swore not to eat head that he falls on the customary according to what they disagreed and drops others which is a fact, as well as If he swears he doesn't eat eggs, he specializes in geese eggs and chicken. Ibn Farhoun says (we should know that the meaning of the custom in the word is to predominate in the pronunciation and use of a word in a sense, so that he becomes the initiator of that word at launch, although language does not require it, this is the meaning of the custom in the word, which is the customary truth, which is the most likely metaphor)()

2. Methodological approach

Position of comparative legislation on interpreted custom

The legally interpreted custom of words is intended to be the custom referred to by the legislator in interpreting the word or verbal groups that make up the legislative text or make up the terms ofthe contract. Therefore,custom can play a role in explaining the ambiguity of the terms and conditions of the contract.

2.1. Application of multiple linear regression analysis

Terms of habit within the scope of the interpretation of the contract

The application of the custom as an element expressing the common intention of contractors is required to provide the following: -

1-The ambiguity of the term contract in expressing the common intention of contractors. The contract should not include conditions contrary to the rule of habit so that the existence of such conditions can normally be considered to be an expression of the common intention of the contractors and therefore therefore of no importance to the custom in the said expression and in the area of interpretation, there must be ambiguity in the expression of the common intention

of contractors so that the habit has an active impact on the scope of interpretation, and it is not surprising that such ambiguity may arise because of the use of languages that lack clarity and identification. French jurisprudence has been asked about the perception of ambiguity, despite the use of clear language in the decade. Part of the jurisprudence suggested that the custom could be used despite the clarity of the terms of the contract, considering that the judge's authority in interpretation crystallizes in the event of doubt, and this may be achieved as a result of the conflict between the terms of the contract and the external elementsofthe contract. It is concluded from this trend that the custom can be applied as an expression of the common intention of contractors despite the clarity of the term contract. It should be noted that the aspect ofEgyptian jurisprudence has gone in the same direction, considering that the clear term of the contract does not always mean the clarity of the will itself, since external circumstances play, besides the term contract, a role in disclosing the common intention of contractors, so that the judge may modify the meaning derived from the clear term of the contract, based on external circumstances that contain a contrary meaning based on article (90) of the Egyptian Civil Code, which states that (expression of will) It is by word, writing and by reference circulating in custom, and by taking a position that does not leave the circumstances of the situation suspicious of its indication of the truth of the intention). However, this opinion has been criticized in its conflict with the rule stipulated by the legislator, which includes that it is not permissible to distort or change the meaning derived from the term of the contract, since the lesson remains in the common intention, and it is not permissible to prove the contrary of the intention derived from the terms of the contract clear based on an external element of the contract, since such proof includes violation of the written evidence, This is permissible only by writing, in addition to the fact that, on the contrary, what this opinion sees, the French judiciary does not allow the application of the custom except when there is ambiguity in the terms of the contract, so that the rule of habit may not be applied with the clarity of the term of thecontract. As with the egyptian advanced trend, it has been subjected to several criticisms, including its conflict with the first paragraph of article (150) of the Egyptian Civil Code, which states that (1- If the term of the contract is clear, it is not permissible to deviate from it by interpreting it to identify the will of the contractors), so it is clear that the Egyptian legislator adheres to the clear term of the contract, and therefore does not rely on external circumstances that would change the meaning derived from the term contract, As for the reliance of the Egyptian trend mentioned on the text of article (90) mentioned above, this article, if we consider it, we find that it has identified multiple ways to express the will and choose contractors to write subject them to the provision of the first paragraph of article (150) of the Egyptian Civil Code, which, as we said in the clear words of the contract, is used, and therefore refrains from resorting to any other means contrary to the written meaning. Therefore, the Egyptian judiciary requires the ambiguity of the phrase in order to apply the custom. However, the Civil Chamber of the Egyptian Court of Cassation ruled that the absolute text contained in the contract restricts the current custom, as it is not permissible to abide by what the contractors intended to observe the type of consultation and current custom, and we agree with the criticisms directed at the aforementioned direction, as long as there is an explicit text on the part of the legislator prohibiting deviation from the clear term of the contract, so it is not permissible to ijtihad. In the provision of the text, in addition, giving such authority to the judge means giving him a legislative role that leads to the confiscation and repeal of the law, and therefore the difference between him and the legislator is no longer clear, while his role in the application and interpretation of the law is restricted if necessary.

2- Contractors' approval of the convention habit is achieved In order for the convention to be an expression of the common intention of the contractors, there must be approval from the contractors at the time of the conclusion of the contract, and this agreement may be explicit and here there is no difficulty as it works by agreement between them and may

be implicitly derived from the circumstances of the agreement between the individuals and its purpose and from previous transactions between them and the profession of each of them, which is a matter left to the judge to prove from the circumstances. The judge may also refer to these customs to explain the vague requirement in some of the actions he has specified, which he has specified beyond the name of thecustom. Their will to take it or not, whetherthey know it or not, only if they agree on a ruling contrary to its rule. If there is no such case by legislators or contractors, can the custom have a role to play in clarifying the vague requirement through which the judge has not been able to identify the true will of the contractors? There are those who believe that if the contractors know of the existence of this custom and do not explicitly rule outits provisions in the contract, it means that they want to apply its provisions and the judge must oblige the contractors to do so on the grounds that it expresses their implicit will. Another argues that the custom rules should be applied here to contractors without requiring them to beaware of its existence, as it is sufficient to apply it to contractors because there is no adverse will to exclude it. It is worth mentioning that the requirement of science, which is directed by the first opinion, is only an assumption of a will that transmits custom, and of course is not a real will, considering that the mere knowledge of the existence of custom is not conclusive on the direction of the will of the contractors, but does not accept the verification of the approval of its content in order to become an expression of their true will, and on the other hand may require the search for the knowledge of the parties of the existence of custom to a negative result, namely lack of knowledge, as it does not necessarily have to be The result is the inevitable arrival of knowledge of it and the rest of the problem needs to be resolved before the court, which may also not find a solution, which makes it move towards the custom used to deal as the best solution that is in the interest ofboth parties. Not only that, we find that some jurists prefer to work with the current custom in dealing with the legal custom interpreted, but even on the interpreted legal rule, opposed to the rule of incorporating laws and provisions that require the preference of the supreme rule over the lower rule of work.

2.3. Ruling on laws of spatial and temporal conflict in customs

Spatial conflict can arise in the case of whether the custom is specific to a particular place or profession so that its content varies from place to place, as in the case of local or professional custom, where its application in commercial areas differs from its agricultural or industrial counterparts or in some ports(),and under such custom the question arises as to how to interpret the vague conditions in the contract in light of the diversity and different spatial habits that can be the place of conclusion of the contract or the place of conclusion of the contract Implemented. If we go back to the laws, article (1368) of the Italian Civil Code stipulates that (the vague conditions are interpreted in accordance with the custom of the place where the contract took place) and article (1159) of the French Civil Code also indicated that the interpretation of these conditions should be as defined by the country in which the conduct was concluded. It is clear from the articles that they refer to the standard of return prevailing in the country of conclusion of the contract, and the fact of the matter is that the application of this standard is in the case of the union of the place of conclusion with the place of execution of the contract, but if they differ then there must be a distinction between the actions that respond to a transferable or those that respond to a drug, as the majority of French jurisprudence goes to the weighting of the place of execution if it is related to the property. As for the temporal conflict, it arises when there are customs of contractors from their previous contracts and others who have no right to the contract and therefore the question arises about which of them depends on the interpretation of the vague condition. The fact of the matter is that the previous customs that prevailed at the time of the conclusion of the contract must be adopted because the interpreted and completed provisions are part of the contract and therefore the subsequent

provisions on the existence of the contract have no retroactiveeffect,with the requirement that the previous contracts were made between the parties to the contract and are intended to be interpreted, but if the previous agreements are issued by one of the parties to the contract, It can be invoked in the sense derived from these contracts. I would like to point out that all that we have spoken about the terms and types of customs is to indicate the role of customs in interpreting the ambiguity of the terms and conditions of this contract on the one hand, and on the other hand, custom may play another role in the scope of the interpretation, which is its interpretation of the words that make up it, as it may be referred to by the legislator in interpreting the term or verbal groups that make up the legislativetext. Therefore, we believe that article (156) of the Ethnic Civil Code may state that it (leaves the truth in the usual way) and also, for example, we see that the first paragraph of article (756) of the Iraqi Civil Code stipulates that (the lessor guarantees the tenant all the defects in the wage that prevent or decrease the use of it significantly, but does not guarantee the defects that have been customary for tolerance). . Custom here determines what is meant by the defect in which it is tolerated. The same is stipulated in article 448 of the Egyptian Civil Code, which states that "the seller does not guarantee a defect that has been customary for tolerance." If we go through the position of Iraqi civil law on the interpreted custom, it refers to general rules that can guide the judge in interpreting the contract, including four articles that gave the custom a role in regulating some of the social relations that we will pass through four sections:

The first section: the relationship of custom to the truth Article (156) of the Iraqi Civil Code stipulates that it (leaves the truth in the usual way), and this article is taken from article (40) of the journal of judicial judgments, which states that (the truth is left in the case of habit), which means that it is necessary to refer to the taking of the presumption that knows the truth, the habit, if it is a presumption in the private resource of use, must be removed from the truth, Otherwise, the truth is the court and thereis no lesson usually unless the speaker knows the basis of it. This rule is thus one of the evidence against whoever wants the real meaning and this presumption is the habit to which it is used to identify the meanings of the words used, and it is intended that the true meaning is abandoned by the custom and then becomes themetaphorical meaning. Thus, if the legal truth and the legitimate truth are opposed and not the abstract truth - as comes to the mind - contained in the contract with the custom, the legal truth is neglected and usually taken, for example eating from the tree in the real and real sense is eating from the fruit of the tree and others, either habit or metaphorical meaning is determined by the fruit of the tree only and is based on the establishment of compensation for the owner of the tree in the event of eating without fruit (). Also, ifa man said to his servant, he would have lit the lighthouse, he should have lit the candle in the lighthouse, and if he had lit it, he would burn it within because the concept of the matter knew to light the candle, because the purpose of the matter was to light it, not to light it, and other examples.

Section II: The relationship of custom to the condition Article (163) of the Iraqi Civil Code stipulates that (1- known as conditional conditions and custom appointment such as appointment to the text. 2- Known among merchants as conditional among them. 3- Usually abstained as a true abstainer) This article is derived from the articles (38, 42, 44, 45) of the Journal of Justice. The reference to the first paragraph is that predominance and knownness have to be carried on the absolute word on the restricted, and the predominance is a current presumption of restriction or release, and all paragraphs of the said legal text are due to one rule that the ornamental presumption - such as the articleal presumption - must be followed, and the predominance and private or general custom isone of the strongest evidence of speech guidance. This rule means that what has been established by custom is like a conditionin the text of the contract, and therefore some express this rule by saying: appointment by custom such as appointment by text, known among traders as conditional among them (). The same is the case if the market people know that the buyer should bear the expenses of transporting the

goods, it governs this custom. The second rule (known among traders as conditional amongthem) means that the traders must take into account their own customs within the scope of their transactions and are not stipulated in the contract, and is considered in the eyes of the street as an expressly stipulated condition that the sale of the goods was on the table or transferred to the buyer, or as if a trader bought something from the market at a known price and did not declare solutions or postponement and it was customary among them that the seller takes every Friday or Every month all the price or some of it went to him without a statement because where it was common to the merchants it became as if they had agreed to it. The third rule (usually refraining as a abstainer is a fact) means that what was normally the case in the refraining matters is in the same case and in fact, i.e. in the rule of theimpossible, and the reliance on the judgment is normal and without looking at the mental possibility as if the known poverty claim that he lent a small man a large sum of one payment, whose claim is not usually heard because he is not aware of his claim for violating that custom. The adoption of these customary rules by the Iraqi legislature means that they are proven mandatory for contractors in the absence of a clause in the contract that makes this requirement applicable, thus keeping the rules private in accordance with the interests of the contractors.

Section 3: The Relationship of Habit to the Law Article (164) of the Iraqi Civil Code stipulates that (1- habit is a public or private court. 2- The use of people as an argument must be made) This article is derived from articles (36,37) of the Journal of Judicial Judgments. The first rule means that the custom, general or private, makes a ruling to prove a legitimateruling(i.e., makes a way to prove a legitimate ruling, as long as the Holy Street considers it in the construction of judgments on it, making it proof of the judgments as it is ruled in it, as it does not stipulate according to the saying of the Prophet (Sah) (what Muslims see as Hassan, he is with God Hassan), and therefore the habit derives its strength from the Shariah and this is contrary to what the imam went to without evidence of its rule in general or In particular, on the basis of the imposition of this absence, the habit of the imamate is not considered to be valid and is not suitable for proving a legitimate ruling, and the hadith does not indicate the authority of the custom and consider it as a legitimate proof to prove a legitimate ruling, and not all good in people is a reality or a law, since the custom has nothing to do with sharia to be proof of one of its rulings, even if there is no text as in eating rabbit meat or drinking wine, as there was no text in it and there was no evidence of its ruling. Usually from the people of badia to eat it, but this cannot be inferred on his solution, while acknowledging that it is normally permissible to assignthe subject of the words of the contractors, since if it is usually a country requiring that the porter carry the belongings to the door of the house, then he rented a porter, the tenant has no right to claim the entry of the belongings into the house, even if the matter is reversed, if it is not required in the contract.) Similarly, while the contractors did not provide for an order, the custom or custom is the key to the disputed matter, if we assume that a person bought 1,000 tons of dates, for example, and the parties did not mention who the price of the weight of dates falls and loaded it in transport cars, thenitis due to the custom in deciding that. As for the second rule (and the use of people as an argument to bemade) () it is to deal with people if it is not contrary to a legitimate text, it should be referred to and acted accordingly, since what has been done to treat people should be a binding argument for them in resolving the dispute and from the applications of this, the use of another person to sell his belongings in the market and after the sale demanded by the man for his wages, so look here at the treatment of the people of the market, if the habit is to do such work by rent, he can pay the same or not No.

Section 4: The relationship of the return prevailing with the law Article 165 of the Iraqi Civil Code stipulates that "it is a habit if expelled or defeated and the lesson is for the most common, not rare) It is derived from the articles (41,42) of the Journal of Judicial Judgments. The first rule means that the lesson is made up of steady or dominant habits, not intermittent

habits, as it must be known and in effectat all times, since if someone sells their dirhams or dinars in a country where money differs with the difference in finance, the sale will go to the most likely . The second rule means that the custom should be common and widely known on the private and public scales and prevail and overcome at the level of the twoareas mentioned, as in the case of adulthood if the boy reaches the age of 15, because the age at which the children are often reached, those who have departed from this rule have rarely been significant. I would like to point out that the aforementioned rules as well asother macro rules that help the judge. On the other hand, they lack harmony and lack interconnection, and therefore are not combined with a unified and coherent theory stemming from a modern legal and intellectual thought, as they are similar to separate texts that have some ambiguity in part and therefore the need to identify their content and meanings. We believe that it would have been better for the Iraqi legislator if there was a unified legal provision that would address the interpretation of the contract as some laws such as The Egyptian and others did to be a successful alternative to the overall rules stipulated in our civil law, as the last law (Egyptian) provided a text dealing with the issue, which is the text of article (150) which says (1- if the term of the contract is clear, They may not be deviated by interpreting them to identify the will of contractors.

2- If there is a place to interpret the contract, the common intention of the contractors must be sought without standing by the literal meaning of the words, while guiding the nature of the transaction. The trust and confidence that should be available among contractors. According to the current custom of transactions, it is clear from the Egyptian text that there are internal and external factors guided by the judge to reveal the common intention of the contractors. One of the external factors guiding the judge and helping him to interpret the contract (current custom) is that the contract must be interpreted on the basis of custom because the issues in which a custom has been established have been established and this logically imposes the knowledge and satisfaction of the contractors, otherwise if they wish to the contrary, they will declareits violation. Egypt's Civil Court of Appeal ruled that (in interpreting the references must follow the custom, which stipulates that if the buyer pays a deposit and a fair amount from the purchase, he hasno right to claim this amount, and that such a requirement, as it is true, was placed in the seller's interest by requesting avoidance while keeping the deposit, it is permissible for the buyer to benefit from the disposal of the contract to pay the deposit). The same court also ruled that (if the partners did not correctly state conclusively what their share of the profits were, the court would have determined them in afair manner between the litigants, and it was customary in this country that if two people participated, one gave capital and the second pledged to run the business, the first would be two-thirds of the profits and the second third). The mixed court of appeal ruled that the custom required the broker's wages to be 2.5 of thevalueof the transaction. The method of execution of the contract can be added to external factors, as it is not surprising that the common will of contractors can be interpreted inthe light of the method of implementation to which it is satisfied. If the tenant used to pay the fare for a period of time in the lessor's shop, this led to the contractors deliberately violating the general rule that payment should be in the tenant's place. As for the French Civil Code, custom has played a role in interpreting the terms of the contract, as evidenced by articles (1159, 1160) of this law, the first of which indicated that it (explains the confusion of what is customary in the country where the contract was written). It is clear from this text that it is necessary to refer to the custom prevailing in the place of the liberation of the contract in order to explain the ambiguity of the terms of the contract, and therefore the French Commercial Court of Cassation went on to rule that (the loss of the legal basis of the decision, which explains a disputed clause as defined, without clinging to the fact that the parties expressly wanted to adoptit) () While the other article stipulates that (the contract must be completed with customary terms, even if it is not included in it), and if this provision allows the addition of customary clauses to contracts, it does not aim and does not extend its effect to modify the economic balance of the contract by

adding a clause amending the rights and fundamental obligations of the parties as a result of their silence, and therefore this clause is not customary unless it is assumed that its omission was inadvertently obtained and the parties wanted to apply it. On the other hand, if this application is possible without the judge specifying the realistic elements returned to the parties - his will does not replace their will,and in the present case it does not appear that the omission of the price review clause was the result of mere omission .

Conclusion

The Custom plays an important role in transferring the word from truth to metaphor, or on the contrary, as long as what people are accustomed to is the specific criterion for the letter's authenticity, and therefore it is not surprising that people leave the linguistic truth of the word and move to a new meaning to serve as its true meaning. The clear difference in Islamic jurisprudence regarding the occurrence of the conflict between customary and linguistic truth so that this difference is branched into several forms and assumptions, while some of this jurisprudence has tended to present the linguistic truth on customary and in return others have outweighed the customary truth on linguistics and each of these trends and perceptions has its own evidences. The ability of practical custom to allocate the public or not depends on the verification of the allocation, and it is then to be said that allocation must be made, without distinguishing between a public, private, verbal or practical custom, and at the same time it is one of the most important semantic means that contributes to restricting the absolute based solely on the speaker's intention to the meanings presented to him when he speaks, as people use many words in their customary meanings without language. People's customs in their transactions - whether local or professional and derived from their binding power from the contractors' agreement - play an active role in explaining the ambiguity of the terms and conditions of the contract in the event that the term of the contract is vague in expressing the common intention of the contractors on the one hand, and the agreement is approved by contractors on the other. The Iraqi legislator cited non-binding guidelines for the trial judge, which dealt with the interpretation of a contract. He reversed Egypt's civil law, which provided a text that dealt with the interpretation of the contract, the text of article (150) of the Act, which made the current custom an external factor that could help the judge interpret the contract. Custom also plays an important role in interpreting the word or verbal groups that make up the legislative text, for example, the first paragraph of article (756) of the Iraqi Civil Code states that (The lessor guarantees the tenant all defects in the wage that prevent or significantly reduce the use of the wage, but does not guarantee the defects that have been customary for tolerance) where the custom determines what is meant by the defect permitted. We have noted the explicit position of the French Civil Code on the role of custom in interpreting the terms of the contract through articles (1159, 1160) if the first indicates that it (explains the confusion as is customary in the country where the contract was written) and based on this provision it is necessary to refer to the custom prevailing in the place of liberation of the contract in order to explain the ambiguity of the terms of the contract, while the other article (1160) of the same law stipulates that (the contract must be completed by custom clauses even if they are not contained). It is noted in this text that if it allows the addition of customary clauses of the contract, it does not extend its effect to modifythe economic balance of the contract by adding a clause that would amend the rights and obligations of only the parties and their obligations as a result of their silence on the one hand, and on the other hand if this application is possible without thejudge specifying the realistic elements selected from the contractors, this does not mean replacing the will of the contractors. The judicial trend in France and Egypt has become a trend towards highlighting a clear role in the customs and customs prevailing in explaining the ambiguity and

thumbs that affect the terms and conditions of the contract, as evidenced by the judicial rulings of the Egyptian and French courts of cassation.

Acknowledgment

All sources of funding for the study should be disclosed. Please clearly indicate grants that you have received in support of your research work. In addition, clearly state if you received funds for covering the costs to publish in open access.

EXAMPLE: The authors are thankful to the Internal Grant Agency of University No.: "Title" for financial support to carry out this research.

References

3.Al , Mirza you sprayedWith the laws of ideas, sign the Holy: The Foundation of the House (P), 1313 Ah.

Abd El , Razzak Ahmed Al-Sanhouri, Theory of the Decade,C1, I2,Beirut: Al-Halabi Human Rights Publications,1998.

Abdul Ali Mohammed Al Ansari, Futheh Al-Rahmanout by Muslim Al-Thabut, C2, Dar al-Alamy, 1423 Ah - 2002.

Abdul Aziz Bukhari, Revealing Secrets, C1, Islamic Book House, (no place and one year printed).

Abdul Fattah Hijazi, Interpretation of the Contract in Iraqi Civil Law and Comparative, Master's Letter to Research and Legal Studies, 1998.

Abu Abdullah Ahmed bin Mohammed bin Hanbal al-Shaibani, Mas'ad Ahmed Bin Hanbal, C1, I1, Al-Resala Foundation, (1421 Ah - 2001).

Abu Mohammed Muwaffaq al-Din (Ibn Imama), Kindergarten of the Principal and Jana Al-Nazer with his explanation of the picnic of the attar of Ibn Badran, C2, Egypt: Salafist Press, 1342 Ah.

Ahmed Ibn Abi Sahl al-Sarkhsi, Origins of The Ferns, C1, I1, Ottoman Knowledge Revival Committee, 1414 Ah - 1993.

Al , Aiji Atad Al-Mallah and Al-Din- Osman Bin Omar (son of Al-Hajb al-Maliki), explained the al-Azad on the abbreviation of the fundamentalist end, C2, i1, The House of Scientific Books, 1421 Ah -2000 AD.

Ali al-Sudani, Iraqi custom and law, research on the relationship of custom to Iraqi law, Baghdad, 2004.

Ali Bin Mohammed Al, Bazdwi Tap, Origins Al, BazdwiC1, Karachi: Javed Press Press, no year of printing.

Ali Haidar, The judges explained the magazine JudgmentsC1, Book World House(1423 Ah-2003).

Anwar Al , AmrussiThe Full Encyclopedia in The Civil Law, C1, I4, Cairo: House of Justice (2009-2010).

as – Judicial groups

Badreddine Zarkshi, Al-Nathur al-Na'ayyat, C3, I6, Scientific Book House, 1241 Ah -2000 AD.

Baurdy and Bard: milking the oriaue and partique herself clroitcivil, Obligations, T.4, Parise 1906.

Burhanuddin Abi Al-Wafa bin Farhoun al-Maliki, The Rulers' Insight into the Origins of The Districts and The Methods of Judgments, C2, Riyadh: The World of Books Publishing and Distribution House, 1423 Ah -2003.

Callatay Studies on I' interpretation des conventions, Brussels 1947.

Civil Law Egyptian No. 131 in 1948.
Civil Law French issued in 1804.
D. Ahmed Fahmy Abu Sneh, Custom and Custom in the Opinion of jurists, Al-Azhar Press, 1947.
D. Ahmed Hashmat Abu StateTheory. Commitment In Egyptian Civil Law, 1954.
D. Ahmed Shawky Mohammed Abdul Rahman, Research Studies in Theory Contract, AlexandriaKnowledge Facility, 2006.
D. Anwar Sultan: Provisions Commitment(no place printed), 1975.
D. Jassim Ali Salem, Custom in The Special Law of the United Arab Emirates: Its Status and Concept, Research submitted to the Journal of Law, Kuwait University, Issue II, Year 19, 1995.
D. Mohammed Adib al-Saleh, Interpretation of texts in Islamic jurisprudence, C1, i2, Beirut: Islamic Office, 1984.
D. Saad Al-Anzi, custom and custom in sharia and law, research published in the Journal of Law issued by the Scientific Publishing Council, Kuwait University, P1, S23, 1999.
D.accommodation Hassan Faraj: General Origins of Law, Beirut: 1975.
D.age Al , JeddiCustom and work in the Maliki doctrine, Morocco: Fadala Press, 1982.
D.Ahmed Salama, Memoirs in The Theory of Commitment First Book, Sources of Commitment, 1975.
D.Ahmed The tick, Custom functions in Islamic legislation, research published in the Jordanian Journal of Islamic Studies, M3, P1, (1428 Ah -2007).
D.Argument Zarek, the theory of the interpretation of the contract in civil and administrative laws, (without a year of printing).
D.chosen Ahmed BlueExplanation of jurisprudence, i2, 1409 Ah - 1989.
D.chosen Al , AwjiCivil Law, C1, Contract, I5, Al-Halabi Human Rights Publications(no place and a year of printing).
D.chosen BlueGeneral Doctrinal Entrance, C1, I1, Damascus Dar al-Qalam, 1998.
D.chosen the manThe origins of jurisprudence in its new fabric, C1, i2, Baghdad: Al-Khansa Printing Company, 2002.
D.Erase Hilal Al-Sarhan, Simplifying Jurisprudence, i1, Beirut: The House of Scientific Books, 2005.
D.Idris Al-Alawi, Entrance to the Study of Law, C1 (Theory of Law), Casablanca: The New Al-Najah Press, 1975.
D.improve Kira, Entrance to the Law, Beirut: Arab Renaissance House, 2014.
D.Instead Al-Zoubi, Entrance to The Science of Law, T2, Amman: Dar Wael, 2003.
D.Ismail Ismail Ghanem: In general theory To commit.Provisions, CommitmentAbdullah Wahba Library, 1996.
D.muhammad Fathi AldrinyFundamentalist approaches to jurisprudence, i2, Damascus: United Distribution Company, 1965.
D.muhammad Wahiduddin Swar, Express Administration In jurisprudence Islamic - A study compared to Western jurisprudence -i2, Amman: Library of the House of Culture publishing and distribution,1998.
D.Pretty Al-Sharqawi, General Theory of Commitment, Sources of Commitment, 1974.
D.proficient Al-Houli, Allocation of the generalities by custom and its effect in the branches of jurisprudence, research published in the journal Islamic University (Series of Humanities), Volume 18 Issue 2.
D.slave Farg Al , Monem The echoEntrance to Legal Sciences, Beirut, 1974.
D.slave Hijazi Neighborhood, General Theory of Compliance in accordance with Kuwait's Civil Code, C1, NoWhere printed, 1974.

D.slave Hijazi Neighborhood, the entrance to the study of legal sciences in accordance with Kuwaiti law (comparative study), C1, Kuwait University Publications: Faculty of Law and Sharia, 1972.
D.slave Judgment Fouda, Interpretation of the Contract in the Egyptian Civil Code and Comparison, Alexandria: Knowledge Facility, i2, 2002.
D.slave Karim Zidan, Brief in Jurisprudence, I5, Beirut: Foundation Al-Rasala1417 Ah, 1996.
D.slave Majid al-Hakim, Summary in Explaining Iraqi Civil Law, General Theory of Commitment (Sources of Commitment), With Comparison to Islamic Jurisprudence, C1, Baghdad: Civil Publishing Company, 1963.
D.Solomon MarkEnough explaining the law. Civil, commitments (Theory of Contract and Individual Will), Volume 1, i4, Beirut Library, 1987.
DaluzFrench Civil Code in Arabic, i108Beirut: St. Joseph's University, 2009
Dr. Abd Ahmad Razzaq Sanhouri, The Mediator In explaining the new civil law, J1,M1,i3, Renaissance of Egypt,2011.
Dr. Hassanein Mahmoud Hassanein, Custom and its impact on Islamic jurisprudence, Charter Discussion On the Internet.
Egyptian Law Journal (P3, S23), (P4, S23).
Egyptian Legal Rules Group, C1 and 2, No. 99.
Egyptian Official Group No. 184 of 1933.
H- Tire And college letters.
Hafiz al-Din Abdullah bin Ahmed al-Nasfi, a stylist in Hanafi jurisprudence, is a manuscript at the Egyptian Book House.
Ibn al-Hajb al-Maliki, a short summary ended with his explanation and his entourage, C2, the House of Scientific Books, (no place and one year of printing).
Ibn Qayyam al-Jawziya, Al-Hakamiya Roads, Beirut: Dar al-Bayan (without a year of printing).
Ibn Taymiyyah, Draft in The Origins of Jurisprudence, Cairo: Al-Madani Press, 1384 Ah -1964 AD.
Iraqi Civil Law Number 40 of 1951.
Ismail Bin Mohammed Al, Aaljouni Surgical, Concealment Detection and Dress Remover, C2, Hussam al-Din Al Qudsi Library, 1351 Ah.
J- Laws
Jacques Ghastan, Lengthy Civil Law (Contract Effects or Effects), translated by Mansour Al-Qadi, I1, Beirut: University Foundation for Studies, Publishing and Distribution, 2001.
Jalaluddin Abdul Rahman al-Suyuti, likenesses and counterparts in the rules of his rule Al, ShafiaCairo Mustafa Al-Babi al-Halabi (without a year of printing).
Legal books
Marty and Raynaud, Right civil, t, 2, Iv., les obligations, 1962.
Mohamed Bin Ahmed Abd El , Aziz Al , Qatawili (Ibn al-Najjar al-Hanbali), Al-Kubaki explained, C1, Dr. Mohammed's investigation Al, Zahili affection. Nazih Hammad, I1, Mecca: Center for Scientific Research and Revival of Islamic Heritage, Um al-Qura University, 1403 Ah - -1983.
Mohammed Amin bin Abidin Al Hanafi, published custom in building some judgments on custom, C2, Lahore printing presses Erickrin Bryce, Suhail Sure1396 Ah- 1976.
Mohammed bin Ahmed al-Qartabi, Mosque of the Provisions of the Qur'an (Interpretation of the Qur'an), C3, Al-Resala Foundation, 1427 Ah -2006.
Mohammed bin Ahmed Al-Sarkhsi, Al-Mabsout, Beirut: Dar al-Knowledge, 1409 Ah 1989.
Mohammed bin Ali Abu al-Hassan al-Basri, Certified in Jurisprudence, C1, I1, Beirut: House of Scientific Books, 1403 Ah.
Mohammed bin Ali Al-Shawkani, Guide al-Fahul to achieve the right of fundamentals, C2, i1, Arab Book House, 1419 Ah - 1999.

Mohammed bin Ibrahim, Ijtihad and Custom,i1 Cairo: Dar es Salaam,(1430-2009).
Mohammed bin Mansour bin Ahmed al-Hilli (son of Idris al-Hilli), Al-Sarayr, C3, Qom: Islamic Publishing Corporation, Teachers University, (without a year of printing).
Mr Nazir Al-Husseini, Theory of Custom between Sharia and Law, i1, Publications of the World Center for Studies Islamic1327 Ah.
Nazzal Aqab, Custom in Islamic Jurisprudence, i1, Cairo: Arab Renaissance House, 2006.
Research and comments
Salim Rustam, Magazine Explanation, i3, Volume The firstAl-Halabi Human Rights Publications, No place and a year of printing. Mohammed Mustafa Shalabi, the entrance to the introduction of jurisprudence Islamic Beirut: Arab Renaissance House, 1981.
Seif Eddin Abu Al , Hassan Long termJudgments in the origins of judgments, C2,i1, Riyadh: Al-Nour Foundation, 1387 Ah.
Shamseddine Agent, Lessons in Commitments (No place printed) ***1960*** ‹.
sheik Abdul Wahab Khalaf, Sources of Islamic Legislation, While Not Texting, i3, Kuwait: Dar al-Qalam, 1972.
sheik Abu Jaafar Mohammed bin Al-Hassan bin Ali bin Al-Hassan Al-Tousi, Al-Tussi, C2, Library Al, Murtawih To revive Jaafari relics, no place and a year of printing.
sheik Mohammed Hussein Kashif Al-Cover, Editor-in-chief of the magazine, J1,i1, scientific complex for the convergence of Islamic doctrines,1422 Ah.
sheik Mohammed Reda Al-Muzaffar, Origins of Jurisprudence, M1, Beirut: House of Acquaintance for Publications, (1432 Ah - 2011)
Sheikh Asaad Kashif al-Cover, Custom, His Truth and Argument, researched at the Al-Kashif Al-Cover Library, Najaf al-Ashraf.
Sheikh Tusi, Al-Qaf, C3, I1, Qom al-Holy: Islamic Publishing Corporation, 1417 Ah.
Shihab al-Din al-Qarafi, Al-Nuqas, C3, Beirut: The World of Books, without a year of printing.
Suleiman bin Khalaf al-Baji, Selected Explaining the Foothold, C4, I4, Beirut: The House of Scientific Books, 1984.
The Lebanese Obligations and Contracts Act of 1932.
W- Books of modern and comparative Islamic jurisprudence
Zain al-Din Abdul Rahman bin Ahmed (Son of Rajab al-Hanbali), Al-Qalib, Dar al-Soufia Books, (without a year of printing).
Zain al-Din bin Ali al-Ameli (Second Martyr), C9, I1, Iran: Islamic Knowledge Foundation, 1414 Ah.
Zain al-Din ibn Ibrahim ibn Najim, likeness and analogue with his explanation winked the eyes of the insights, C1, I1, Beirut: The House of Scientific Books, 1405 Ah.
/BouBakar Bin Masoud Al , Kasani: The canons in the order of the canons,C5, i2, the House of Scientific Books, (1406 Ah-1986).