



Pawning Clove Plantation Land in Tolitoli Regency: The Perspective of Fiqh Muamalah

Fathul Khoir, Muhammad Syakir Al Kautsar² & Nurul Mahmudah³
^{1,2,3}Institut Agama Islam Negeri Sultan Amai, Gorontalo, Indonesia.

Article Info

Article history:

Received March 23, 2023

Revised April 30, 2023

Accepted May 21, 2023

Published June 30, 2023

Keywords:

Marhun;

Murtahin;

Rahin;

Rahn.

Abstract

Purpose: Implementation of pawning of clove plantation land in the Tolitoli community, the clove plantation land is temporarily owned by the pawn recipient, and the produce from the land is taken by the pawn recipient. The practice of clove pawning by the Tolitoli people greatly benefits those who receive the pledge of garden land and conversely causes losses to the pawnbroker or land owner. **Methodology:** This research is qualitative research. **Findings:** The practice of pawning clove land carried out by the community in Tolitoli Regency is not in accordance with mu'amalah fiqh. The discrepancy lies in the utilization of pawn goods and the results from clove land are fully utilized by the pawn recipient.

This is an open-access article under the [CC BY-SA](https://creativecommons.org/licenses/by-sa/4.0/) license.



Corresponding Author:

Fathul Khoir

Institut Agama Islam Negeri Sultan Amai, Gorontalo, Indonesia

E-mail: fathulkhoir@iaingorontalo.ac.id

A. Introduction

In the economic world, it is often found that people have assets or valuables in the form of assets other than cash. Then, the person concerned is in a state of liquidity difficulty so he needs funds in cash. Transaction options that are often used to deal with this problem are pawning or suspending valuables (Arif, 2012). This is what happens in society, they sometimes try to fulfill their needs in order to create a good and prosperous life, namely by borrowing money from other people by suspending valuable assets or better known as mortgages.

Many people practice pawning as an effort to overcome the financial problems they are facing. One of the reasons why people use the pawn system is because the stages of pawning don't take a long time. Apart from that, people can also practically overcome the financial problems they are experiencing, namely using the valuable assets they have for collateral without selling these assets, because when paying off the loan, the borrower may get back the valuable assets that were made dependent on the loan earlier. So that you can get a loan without sacrificing the valuables it has. In Islamic Economics, pawn transactions as a method of debt and credit transactions are quite safe, because the debtor

will defer valuable goods or assets as collateral for the debt, he has to the party providing the receivables. The collateral items do not change ownership and are still owned by the party who mortgaged them, but the physical possession of the goods is controlled by the borrower or the pawnbroker. Pawn transactions have high social value because they are done on the basis of mutual help and voluntarily.

Pawn or in Islam known as rahn said to be making goods which according to syara' are asset values for the sake of debt collateral so that the party may get a debt or can take half the benefits of the goods. This meaning is based on the implementation of someone who wants to owe someone else, then makes the goods or assets they own either in the form of immovable goods or in the form of livestock available on the power of the lender until the loan recipient settles the debt (Anshori, 2011).

The pawn in everyday life is sometimes unavoidable. Apart from that, there are many phenomena in society, distrust between people in terms of debts. Thus, people are forced to ask for collateral such as valuable goods or assets to suspend their debts, such as people in rural areas where the majority of people work as farmers. In some rural areas, pawning cases are often found by making the object of pawning immovable assets such as plantation land and gardens, even though the contract is not done formally, so it does not have a legal basis that can be used as a guide if problems occur in the future.

In principle, the pawned goods cannot be used and benefited, either from the person receiving the pawned goods or from the owner of the pawned goods, unless the owner of the pawned goods gives permission to the pawn recipient. The right owned by the pawn holder on the pawned item is only on the nature or condition of the object that has value, not on use and getting the results. Likewise for the person who surrenders the pawned item (owner of the item), as long as the item pawned is in the hands of the pawn holder to be used as collateral for the debt, then he is not entitled to use the pawned item. However, as the owner of the pawned item, if the item that is pledged yields results, then the product of the item has the right to own it (Jafri, 2008).

In the implementation of pawning plantation land that occurred in the Tolitoli community, where the majority of the population was clove farmers when the community pawned the clove garden land, the only certificate that became the guarantee was the certificate of the clove garden land. However, the clove land is temporarily owned by the pawn recipient, and the proceeds from the land are taken by the pawn recipient. The practice of clove pawning by the Tolitoli people is very beneficial to the parties who receive the pledge of the garden land and conversely causes losses to the pawnbroker or land owner. The use of clove plantation products by the person who received the pawn, which later became a tradition for the people in Tolitoli, caused losses to the mortgagee of the garden.

Understanding rahn etymologically is al-habs, which means stuck. Meanwhile, in terms of terminology, it is making goods in the form of assets that have a nominal price in the view of syara' for dependents or debt collateral which may be used as a means of paying debts, either part of the debt or the whole of the debt (Al-Jaziri, 1990). The pledge is done based on the agreement and the right disappears when the loan is made. The owner of the pawned item has the right to control the item that is pledged as collateral to him as long as the debt has not been completed, but the recipient of the item pledged is not entitled to use the item. Furthermore, the pawn holder has the right to sell the pawned item, if the person who has the debt cannot settle the debt. If the proceeds from the sale of pawned goods are.

B. Results and Discussion

1. Results

The Practice of Pawning Clove Land in Tolitoli District

Tolitoli is a district known as the city of cloves because almost all of the plantation land in Tolitoli is clove gardens. The system of cultivating clove gardens in Tolitoli Regency is carried out in two ways, namely cultivating the clove gardens themselves for landowners who have the ability to grow crops and asking other people to work on the clove gardens using a profit-sharing system (Khair, 2022).

Pledge of clove garden land which is practiced by the community is something that has been going on for a long time until now, therefore, if the community wants to fulfill one of their needs, they do pawn by pledging their land as collateral. The implementation of the practice of pawning clove land in Tolitoli Regency basically uses the principle of mutual help where the pawn recipient/ murtahin provides assistance in the form of money loans to the pawnbroker (rahin). However, it is not easy to claim that the practice of pawning in society fully adheres to the principle of the plague. Due to the fact that what is being carried out by the Tolitoli people there are still a handful of mortgage recipients (murtahin) who take advantage of this practice to make a profit by taking the proceeds from the pawned goods.

According to customary law, pawning is an agreement that requires landrahin (the pawnbroker) is submitted to receive a certain amount of cash, with an agreement that the pawnbroker will take the land back by paying the same amount of money as the amount owed, as long as the debt has not been paid off, the land remains in the possession of the person who lent the money (murtahin) and during that time the proceeds from the pawned land become rights murtahin as a mortgagor, which is the profit obtained from the loan of money by the mortgagor, and that profit is interest (Dahlan, 1996).

Based on the results of the study, shows that the practice of pawning clove land is carried out by the Tolitoli community, namely the pawn recipient (murtahin) takes all the produce from the land that is pledged as collateral. Besides, parties murtahin provides a time limit and usually up to 3 harvests, and the loan money is returned according to the amount of the loan at the beginning.

The time limit given by the pawnee to the pawnbroker is not completely determined by the pawnee, as the pawning procedure that applies in sharia pawnbroking institutions, the pawnbroker as a sharia pawnbroker determines the time limit to the pawnbroker, but what happens in the community, the pawnbroker who offers a time limit to the pawnee. The repayment time limit on the money loan is a form of agreement between the mortgagor and the mortgagee, and in determining the time limit for repayment the money is 2 to 3 times the harvest.

However, there are some people who do not impose time limits on loans, when the pawnbroker has the money to repay the loan, the pawnbroker may repay the loan and take the land that is used as collateral. Murtahin In this case the pawnbroker intends to help people who need funds, so they don't give a time limit to the pawnbroker, even though the land that is used as collateral is in the hands of the pawnbroker, it is only a condition of the agreement. However, not all people are willing to lend money without giving a time limit, because, in the pawning procedure carried out in Tolitoli Regency, the proceeds are fully utilized by the pawn recipient, so the pawn recipient determines a time limit with the aim of making a profit. From the results of the study, it was found that between the pawnbroker and the pawnbroker, it was mutually beneficial, where the pawnbroker felt benefited because they got a loan of money to meet their needs without having to sell valuables and the pawnbroker benefited from the results of the clove land which was used as collateral by the pawnbroker.

In the pawn procedure that occurred in Tolitoli Regency, the pawnbroker did not include a certificate as collateral for the loan as it applies to financial institutions such as pawnshops, the pawnshop only guaranteed the goods, namely clove land and its yields. Partymurtahin does not demand a certificate to be used as collateral for the loan, because clove land is a condition for guarantees in the agreement, not including the certificate is proof that the community pawning in Tolitoli Regency carries out the principle of kinship, between the pawnbroker and the pawn broker, trust each other.

In determining the size of the loan, the mortgagor assesses the price of the clove land and determines how much of the loan will be given to the mortgagor. However, in general, negotiations between the mortgagor and the mortgagee go smoothly, apart from the mortgagor who offers a loan smaller than the appraised value of the land, there is no bargaining because it is customary in every clove land mortgage transaction where the average loan size is half of the appraised value clove field.

After agreeing on a price estimate, the next pawn procedure carried out by the community is to make a written agreement as proof of the agreement they implemented, the goal is that the community has proof of the agreement when problems arise in the future. A written agreement is considered necessary and obligatory to be used as one of the terms of the agreement in a pawn transaction, and also as legal evidence that both parties have made an agreement. This is necessary to avoid pawning problems that arise in the future like the case above.

However, there are some pawnbrokers who do not make the written agreement a wrong condition in the pawn agreement, because the pawnee considers that the pawnbroker is like a relative and trusts the pawnbroker. Borrowing or pawning carried out by the community should give freedom to the mortgagor in redeeming the loan, without having to have a time limit required for the mortgagor in order to avoid small problems that cause disharmony in the relationship between the mortgagor and the mortgagee. In addition, the guarantee is only an affirmation and guarantor that the borrower will return the borrowed money not to be used and the proceeds taken by the mortgagee. The practice of pawning that occurred in Tolitoli Regency by using or taking the produce from clove fields which are used as collateral is a custom that has been passed down for generations. The majority of people in Tolitoli Regency practice pawning by taking all the proceeds from the pawn goods.

2. Discussion

The Practice of Pawning Clove Land in Tolitoli Regency: The Perspective of Fiqh Muamalah

Utilization of all proceeds from collateral in the form of clove land which was carried out in Tolitoli Regency was an exploitation of assets that should have belonged to the pawnbroker but were used by the pawn recipient, causing losses to the pawnbroker. Apart from that, the *jumhur ulama* also does not justify customs in a society that allow the pawn holder to plant the pledged land and collect all the produce, because this contains an element of tyranny that is detrimental to the owner of the pawned item. Based on this opinion, pawns, gade, and so on that apply in the traditions of Indonesian society are not justified. (Dahlan, *Encyclopedia of Islamic Law*, 1996) Therefore, it is necessary to review the practice of pawning clove land in Tolitoli Regency from the perspective of *fiqh mu'amalah*.

The pillars and terms of pawning implemented in the pawning transaction of clove land in Tolitoli Regency are in accordance with the pillars and terms of pawning in *fiqh mu'amalah*.

- Monday (mortgagor)
- Murtahin (pawnee)
- Marhun (pawned item)
- Marhūn would (debt)
- Sigat (contract) ijab and qabul (Gufron, Easy Ways to Understand Shariah Contracts, 2005).

The pawn pillars implemented by the community in Tolitoli Regency have fulfilled the 5 elements of pawn pillars in Islam, namely their existencesmall (pawnbroker), murtahin (pawnee), marhīn bih (debt), and sigat (solemnization of a marriage). Pawn pillars are important in carrying out pawning, because if one of the pawn pillars is not fulfilled then the transaction is considered cancelled.

National Sharia Council Fatwa NO: 25/DSN-MUI/III/2002 concerningrahn is a guideline for the rules in sharia pawn procedures carried out by legal entities and pawned by the community, in the fatwa it is explained that the party murtahin (the pawnbroker) has the right to hold the goods as collateral for a loan, the collateral is in the hands of the pawnbroker as long as the partysmall (mortgagor) return the loan money.

As long as the agreement lasts, the benefit of the collateral remains the property of the pawnor, the pawnee (murtahin) can take advantage of the warranty item with permissionsmall, but there are restrictions on the use of collateral, which is only limited to maintenance and maintenance costs above sea lion (pawned goods). In fact, in the pawn practice that occurred in Tolitoli District, the pawn recipient held the pledged item as long as the loan had not been returned, during that time the pawned recipient held the collateral in the form of clove land. Besides, parties murtahin (the pawnbroker) takes advantage of the collateral, the use of the collateral is not just maintenance and maintenance costs sea lion, however, all proceeds from the guaranteed goods are taken by the party murtahin.

The form of profit that is obtained by the pawnbroker by utilizing the proceeds from the collateral, namely. First, the mortgagee gets the opportunity to cultivate the mortgaged land with a very abundant yield exceeding 3 times the loan. Second, the mortgagee will get his money back if the mortgagor is able to pay it, even the mortgaged land is fully exploited for many years without giving any income to the mortgagor as the owner of the land and acts like this have entered usury which is forbidden in religion.

The practice of pawning land in Tolitoli Regency is detrimental to the pawning party, because the proceeds from the collateral are used by the pawning recipient by taking all the proceeds and the pawning party does not receive the proceeds from his land, there is an element of exploitation of the proceeds against the pawning party on his land. In addition, the pawn recipient gets multiple benefits, the profit obtained exceeds the money loan given to the pawnbroker.

However, the mortgagor and the mortgagee of the clove land mortgage they implement are not based on the element of coercion, are mutually agreeable and do not harm the mortgagor. The practice of pawning clove land carried out by the Tolitoli community is based on the principle of like-for-like, where the parties small offering a loan to the mortgagee by offering the land of cloves along with the produce from the land. The participation of proceeds from the pawned goods used as collateral is based on the offer and the will of the pawnbroker. In addition, the pawnee also agrees to the agreement offered by the pawnbroker, with the assumption that the pawnee wants to help without burdening the pawnbroker.

The mortgage executed between the mortgagor and the mortgagee proves that the agreement between the two parties is based on the principle of mutual consent where the

mortgagor's offer as the owner of the land by providing the proceeds is at the will of the mortgagor. The mortgagor assumed to help and did not want to burden the mortgagor by adding the conditions offered by the mortgagor, so that the mortgagor agreed to the agreement offer from the mortgagor.

The mortgagor does not feel harmed even though all proceeds are given to the mortgagee, because the mortgagor obtains a loan to meet their urgent needs, according to the mortgagor obtaining a loan is more valuable than the proceeds used by the mortgagor. According to the pawnbroker, the profit obtained by the pawnbroker is not an exploitation that results in a loss to the pawnbroker, the result is a form of gratitude from the pawnbroker to the pawnbroker for having given a loan to meet their urgent needs. Therefore, the implementation of clove land mortgage by the community in Tolitoli Regency is based on mutual consent and there is no element of coercion between the two parties.

According to imam Syafi'i, pawned goods cannot be used by murtahin, though small has allowed it. Because if the item is used, then the result of that utilization is usury which is prohibited by syara', even if it is approved by small. In fact, according to them, ridha and permission in this case are more likely to be in a forced situation, because they will not get the money to be borrowed, besides that, permission and rida are not valid (Aaron, 2000).

Mutual pleasure that is used as the basis of the community so that they use all the produce from clove fields in Tolitoli Regency in pawning is not a legal basis for the ability to do pawning, because the pleasure or permission of the pawnbroker tends to be due to compulsion and there is no other solution to get the loan. Pawning permits are a requirement for the use of pawned goods by the pawn recipient, the permission regulated by the fatwa is a limitation on taking advantage of the pawned goods, not for the use of all proceeds from the pawn goods, the purpose of the fatwa rules is to give permission to the pawn recipient to utilize the proceeds limited to costs maintenance and care is as compensation given to the pawnbroker for the maintenance costs he incurs, the remainder of the proceeds after deducting maintenance costs is returned to the pawnbroker as the land owner.

Transactions carried out by the community oppress the mortgagor as the owner, because in addition to the multiple profits obtained by the mortgagor, the loan money goes back to the mortgagor. The advantage that the mortgagee gets by taking the entire proceeds from the collateral is usury. As in the hadith of the Prophet: *"Every loan that benefits include usury"* (Al-Asqalani, 2009). The hadith explains that taking advantage of pawned goods is usury. The use of pawn goods carried out by the Tolitoli people is a habit that violates the law, namely that there is excessive profit taking so that the profit is detrimental to the pawnbroker.

Taking profits from pawning in Tolitoli Regency includes usury cards. Ribacards is usury that occurs in debt transactions that do not meet the criteria of profit arising with risk (al-gunmu bil gurmi) and results of operations appear with costs (al-kharaj bid daman). Such a transaction involves an exchange of burdensome obligations, simply because of the passage of time (Karim, 2004). The profit obtained by the pawn recipient who utilizes all the proceeds from the collateral is the profit obtained without any risk or loss. The pawn recipient fully benefits from the practice of pawning clove land, even though the management and maintenance costs are borne by the pawn recipient, but the yield from the clove field taken by the pawn recipient exceeds the maintenance and maintenance costs as explained in the previous paragraph.

Fatwa (DSN-MUI) Number: 25/DSN MUI/III/2002 explains that if the mortgagee's loan has matured then the mortgagee (murtahin) is entitled to sell collateral in the form of clove land as compensation for the loan. The proceeds from the sale of collateral are used to pay off the pawner's debt, to compensate for maintenance costs and the rest of the proceeds from the sale of the goods are returned to the pawner.

Because the mortgage is a guarantee for the debt and if the mortgagor is unable to repay the debt, then the debt repayment can be taken from the pledged item. And repayment through the sale of pawned goods must be in accordance with the amount of responsibility that the pawnbroker must bear. This means that if after the item is sold it turns out that the price exceeds the liability of the pawner, then the rest is the right of the pawner. (Gufron, *Easy Ways to Understand Shariah Contracts*, 2005).

The pawn practice carried out by the Tolitoli people when the pawnbroker cannot pay off the debt and the time is due, the pawnbroker does not immediately sell and takes part of the proceeds from the sale of the collateral as compensation for the loan by the pawnbroker. Because according to both parties, especially the pawnbroker, if they sell the collateral, the pawnbroker feels sorry for the pawnbroker, because the intention and purpose of the pawnbroker is to borrow money to meet his needs and the land is not sold, if he sells the clove land, the pawnbroker does not have other clove fields to be used as one of the livelihoods of pawnbrokers. In addition, because both parties know each other and are like relatives, giving relief by making a new agreement is a solution and a habit that occurs in the Tolitoli community.

According to jurists when in a contractar-rahn parties murtahin requires that when the debt is there and has matured and is not repaid, then sea lion be his, or sea lion was sold to murtahin with price marhūn would which is there, then that is an invalid condition (Zuhaili, 2011). The lack of dissemination of fatwas among the public means that any problems that occur in pawning are resolved by government institutions that are not ready to deal with the pawning problem, and government agencies, especially the sub-district, are not aware of the settlement of pawning problems that have been regulated in the fatwa. From the results of the study, the researchers found a discrepancy between the practice of pawning clove land carried out by the community in Tolitoli Regency and fiqh muamalah.

The discrepancy lies in the use of pawned goods where in fiqh muamalah it is regulated that the use of pawned goods by the pawn recipient is only limited to maintenance and care costs, the rest of the proceeds are returned to the pawnbroker as the land owner, while the practice of pawning clove land in Tolitoli Regency, the use of pawned goods in this case the result of the clove land is fully utilized by the pawning party.

Therefore, fiqh muamalah about rahn need to be applied and used as a guideline by the community in pawning, with the aim of avoiding exploitation of the proceeds from collateral and harming the pawnbroker where the proceeds from the land pledged as collateral should belong to the pawnbroker but be used by the pawnee. The loss of the pawnbroker and the multiplied profit obtained by the pawnee is proof that the harm is greater than the principle of helping each other.

C. Conclusion

The practice of pawning clove land carried out by the community in Tolitoli Regency is not in accordance with muamalah fiqh. The discrepancy lies in the use of pawned goods where in fiqh muamalah it is regulated that the use of pawned goods by the pawn recipient is only limited to maintenance and care costs, the rest of the proceeds are returned to the pawnbroker as the land owner, while the practice of pawning clove

land in Tolitoli Regency, the use of pawned goods, in this case, the result of the clove land is fully utilized by the pawning party.

D. Acknowledgements

Thank You which is as big-we convey the greatness to all parties who have helped the writer in making mistakes to complete this article, especially for the publication of this manuscript, namely Emsa Corporation Gorontalo.

E. Author Contributions Statement

This article was written by Fathul Khoir as the first author, Muhammad Syakir Al Kautsar as the second author, and Nurul Mahmudah as the Translator of this article.

F. References

- Achmad, A., & Cholid, N. (2007). *Metode Penelitian*. Jakarta: Bumi Aksara.
- Al-Asqalani, I. H. (2009). *Bulughul Maram*. Jakarta: Akbar Media Eka Sarana.
- Al-Jaziri, A. R. (1990). *Al-Fiqh 'Ala Al-Mazahib Al-Arba'ah*. Beirut: Dar Al-Kutub Al-Juriah.
- Al-Kasani. (t.thn.). *Al-Bada'i Ash-Shana'o*. Mesir: Al-Muniriyah.
- Anshori, A. G. (2011). *Pegadaian Syariah di Indonesia*. Yogyakarta: Gadjah Mada University Press.
- Arif, N. R. (2012). *Lembaga Keuangan Syariah*. Bandung: CV Pustaka Setia.
- Az-Zuhaili, W. (2011). *Fiqh Islam Wa Adillatuhu*. Jakarta: Gema Insani.
- Bungin, B. (2009). *Penelitian Kualitatif*. Jakarta: Kencana.
- Dahlan, A. A. (1996). *Ensiklopedia Hukum Islam*. Jakarta: PT. Ichtiar Baru Van Hoeve.
- Dahlan, A. A. (1996). *Ensiklopedia Hukum Islam*. Jakarta: PT. Ichtiar Baru Van Hoeve.
- Dahlan, A. A. (1996). *Ensiklopedia Hukum Islam*. Jakarta: PT. Ichtiar Baru Van Hoeve.
- Djazuli, A. (2006). *Kaidah-Kaidah Fiqih, Kaidah-Kaidah Hukum Islam Dalam Menyelesaikan Masalah yang Praktis*. Jakarta: Kencana Prenada Media Group.
- DSN-MUI. (2006). *Himpunan Fatwa Dewan Syari'ah Nasional*. Jakarta: CV Gaung Persada.
- Gufron, S. (2005). *Briefcase Book Edukasi Profesional Syariah, Cara Mudah Memahami Akad-akad Syariah*. Jakarta: Renaisan.
- Gufron, S. (2005). *Cara Mudah Memahami Akad-Akad Syariah*. Jakarta: Renaisan.
- Haroen, N. (2007). *Fiqh Muamalah*. Jakarta: Gaya Media Pratama.
- Harun, N. (2000). *Fikih Muamalah*. Jakarta: Gaya Media Pratama.
- Hasan, A. (2004). *Berbagai Macam Transaksi Dalam Islam*. Jakarta: PT. Raja Grafindo Persada.
- Hukmiah. (2016). Implementasi Hukum Ekonomi Syari'ah Dalam Praktik Gadai Sawah. *Jurnal Fenomena*.
- Jafri, S. (2008). *Fiqh Muamalah*. Pekanbaru: Suska Press.
- Jannah, N. L., & Fanani, Z. (2019). Penerapan dan Analisis Hukum Gadai Lahan Pertanian di Desa Gondanglegi Wetan, Kabupaten Malang. *Iqtishodia: Jurnal Ekonomi Syariah*.
- Kadir, M. A. (2004). *Hukum dan Penelitian Hukum*. Bandung: PT. Citra Aditya Bakti.
- Karim, A. (2004). *Bank Islam: Analisis Fikih dan Keuangan*. Jakarta: Raja Grafindo Persada.
- Khair, F. (2022). Implementasi Model Penggarapan dan Pembagian Hasil Panen Kebun Cengkeh di Kabupaten Tolitoli. *Journal of Principles Management and Bussines*, 27-36.
- Kusuma, L., Siregar, P. A., & Bancin, K. (2020). Praktik Gadai Tanah Pertanian di Nagori Bandar Rakyat, Kecamatan Bandar, Kabupaten Simalungun. *At Tawassuth: Jurnal Ekonomi Islam*.
- Mawardi. (2008). *Lembaga Perekonomian Umat*. Pekanbaru: Suska Press.

- Putra, A. A., Subekti, R., & Raharjo, P. S. (2022). Analisis Implementasi Gadai Tanah Pertanian Menurut Undang-undang No. 56 PRP Tahun 1960 (Studi di Kabupaten Ponorogo). *Jurnal Komunikasi Hukum (JKH)*.
- Safrizal. (2016). Praktek Gala Umong (Gadai Sawah) Dalam Perspektif Syari'ah (Studi Kasus di Desa Gampong Dayah Syarif Kec Mutiara Kab Pidie Prov Aceh. *Jurnal Ilmiah Islam Futura*, 231-250.
- Soekanto, S. (1986). *Pengantar Penelitian Hukum*. Jakarta: Universitas Indonesia Press.
- Sugiyono. (2009). *Metode Penelitian Kuantitatif Kualitatif dan R & D*. Bandung: Alfabeta.
- Syafi'i, I. (1996). *Musnad Imam Syafi'i*. Beirut: Darul Fikri.
- 'Ula, A. N., & Yasfin, M. A. (2021). Telaah Fikih Muamalah Tentang Praktik Gadai Perkebunan di Desa Japan Kabupaten Kudus. *Jurnal Penelitian*.
- Wasik, A., & Fawaid, I. (2016). Reformulasi Pemanfaatan Barang Gadai Perspektif Hukum Islam. *Jurnal Lisan Al-Hal*.
- Zuhaili, W. A. (2011). Fiqih Islam Wa Adillatuhu. Dalam A. H. Kattani, *terjemahan*. Jakarta: Gema Insani.

