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## AUTHORS' NOTE

In editing this casebook involving cases and materials from a variety of different jurisdictions with their differing styles, citation methods, and decision formats, we adopted a number of conventions that we hope will help to make the material easier to digest for law students, legal practitioners, and faculty with no background in Islamic law. Most of these conventions are aimed at rendering particular Islamic terms and references to Islamic sources more uniform and consistent across jurisdiction and time period.

Perhaps most importantly, all translations of the Qur'an are from the 1997 Sahih International translation, unless otherwise indicated. In citing the Qur'an, we use the reduced format of the number of the chapter, or *sura*, of the Qur'an, followed by a colon and then the verse, or *'ayah*. Hence, verse 17 of the Chapter of the Cow, which is the second chapter of the Qur'an, is cited as [Qur'an 2:17]. We have adopted this method in the place of whatever other citation method a case reproduced in the book might actually use. Most other citations in our cases have been omitted entirely.

Similarly, we have rendered all dates into the Gregorian calendar rather than the Islamic "Hijri" calendar. This can be awkward at times, in particular as concerns early jurists whose births and deaths are more commonly known in the Hijri calendar than the Gregorian one. Nevertheless, we have regarded the uniformity important enough to justify departing from the more common convention in the field of Islamic studies. We have included Hijri dates in the translations of some of the Southeast Asian decisions where the court made a point of using the Hijri calendar.

Finally, it is not customary in many of the jurisdictions whose cases we reproduce to refer to a case by the name of the litigants or by another name, for that matter. Nevertheless, we adopt that common law convention and assign case names where there are none to make the case material more accessible and easier to reference in a fashion that common law lawyers and law students would be able to recognize.

As concerns the use of foreign languages, and in particular Arabic, we have tried to use as many English terms as possible to describe Islamic legal concepts, so as not to overwhelm the novice reader with unfamiliar terminology. Thus, for example, the term *hudud* in Arabic is rendered into Scriptural Crimes, to make clear the reference to a particular set of crimes deemed by jurists to be mandated by revelatory text. Along the same lines, the Islamic finance vehicle known as the

*mudaraba* we have translated as “silent partnership,” which we presume is easier for those uninitiated in Islamic law to understand.

We have been less reticent to use Arabic terms where their use in English has become common. Among such terms are fatwa, shari‘a, jihad, and, of course, Qur’an. In addition, we have used Arabic terms where no easy English translation affords itself.

Where we have used Arabic terms, we have tried to transliterate them consistently, but without extensive use of diacritical marks that are likely to prove distracting to readers with no knowledge of, or likely interest in, Arabic. We extend this use to courts, which might adopt different spelling conventions. Hence, for example, the Indonesian judicial reference to *syariah* we have made shari‘a, so as to make clear to readers that the reference is to shari‘a and not some other concept. The same applies for *Syafii*, which we have made Shafi‘i. Finally, in translating court decisions from Indonesian and Malay we have deviated somewhat from the usual conventions regarding the use of brackets to indicate the addition of words not contained in the original. Indonesian and Malay are particularly economical languages. An English translation of an Indonesian or Malay text will inevitably include information not contained in the original, and to bracket every English word that does not have an Indonesian or Malay equivalent would be not only difficult but also distracting for the reader. In editing the Southeast Asian cases we have not always followed the usual rules for indicating deletions. Indonesian court decisions, especially more recent decisions, are extremely repetitive. Rather than clutter the text with ellipsis, we have generally followed the practice of indicating a deletion only where we have eliminated a distinct idea or argument or deleted a significant part of the court’s decision.

This first edition proved a challenge in many respects, with the adoption of such unifying conventions being a significant one of them. We are grateful to our readers for their patience and for any comments they might provide for potential use in future editions.