

The Four Pillars Of Mut'a

The Arabic dictionaries define *mut'a* as 'enjoyment, pleasure, delight'. The root form, *m-t:* signifies, 'to carry away, to take away'. A 'marriage of *mut'a*' is a marriage which the contract stipulates will last for a fixed period of time. This 'marriage of *mut'a*' is referred to both in the *hadith* literature and, in much more detail, in the books on jurisprudence (*fiqh*).

In the *hadith* and in other sayings related from early Muslims the word '*mut'a*' itself is usually employed. The Shi'a hold that this particular term is the preferred name for temporary marriage because the Qur'an itself refers to this kind of marriage employing a term derived from the same root. In the following verse, the word *istimta'*, the tenth verbal form of the root *m-t-*, is translated as 'enjoy':

'So those of them [women] whom you enjoy, give to them their appointed wages' (4:24).

In general the word *mut'a* was more commonly used than other terms for temporary marriage both during the lifetime of the Prophet and afterwards during the time of the Shi'i Imams and other Muslim leaders.

Both its proponents and opponents preferred this word and its derivatives. In *Wasa'il al-shi'a*, the comprehensive and definitive reference work for Shi'i *hadith* concerning all branches of jurisprudence, the word *mut'a* is employed in the headings of all sections on temporary marriage.

In books on jurisprudence the terms *mut'a*, *al-nikah al-munqati'* ('discontinued marriage'), and *al-nikah al-muwaqqat* ('temporary marriage') are all employed. Al-Muhaqqiq al-Hilli¹ still employs the term 'discontinued marriage' in his writings,² and hence his commentators use the same expression, although in sections of the statutes relating to this kind of marriage they also employ the terms *istimta'* and the related word *tamattu'*. Al-Shahid al Thani³ employs the same term as al-Hilli⁴, but others, such as al-Shahid al-Awwal,⁵ al-'Allama al-Hilli⁶ and al-Shaykh al-Ansari⁷ prefer the term *mut'a*.⁸

Among Sunni jurists there is a discussion concerning whether or not the marriage of *mut'a* is the same as 'temporary marriage'. Most of them have agreed that they are synonymous.⁹

In some works a special term is applied to women who participate in *mut'a*: *mustajara*, or 'rented

woman'. *Mut'a* is considered a kind of 'rental' because in general a man's basic aim in this kind of marriage is the sexual enjoyment of a woman, and in return for his enjoyment the woman receives a certain amount of money or property.

In defining 'rental' the jurists say: 'It is to gain possession of a benefit in exchange for a specified sum.'¹⁰ This definition applies equally to temporary marriage. In this connection a number of *hadith* have been recorded in which the word *mustajara* is employed.¹¹

Shi'i jurisprudence discusses temporary marriage with all the care it bestows upon permanent marriage. Like permanent marriage, *mut'a* has 'pillars' and 'statutes'. To the two pillars of permanent marriage—the formula and the persons—are added the time period and the dower .

I. The Formula

Since it is a contract, *mut'a* requires a declaration and an acceptance. As in permanent marriage, the declaration is the prerequisite of the woman. It must consist of one of three Arabic formulas, the same three which are employed by the Shi'a in permanent marriage. Al-Sayyid al-Murtada¹² is said to have added that a slave girl may employ the formula 'I have allowed you' (*abahtu-ka*) or 'I have considered you lawful' (*hallaltu-ka*),¹³ but his words have not been confirmed by others.

Al-Shahid al Thani writes: 'To me it seems more correct to limit ourselves to the first three phrases.'¹⁴ Apparently there is no disagreement on the point that the woman may not employ expressions like: 'I have given you possession', 'I have given to you as a gift', 'I have rented to you', 'I have lent to you', etc.

The 'acceptance' is made by the man after the woman has made her declaration. His words must demonstrate that he is satisfied with the declaration. For example, he may say: 'I will accept the marriage', or 'I accept the *mut'a*.' If he should say only: 'I accept' or 'I am satisfied', the contract is valid.

That the declaration should precede the acceptance is not a condition of the contract, since a contract consists of a declaration and an acceptance, in whatever order the two may occur. It is claimed that there is a consensus on this point.¹⁵ Al-Muhaqqiq al-Hilli states explicitly that if the man says: 'I have married you', and then the woman says the same thing to him, the contract is sound.¹⁶

According to al-'Allama al-Hilli, the formula of the contract must be recited in the perfect tense.¹⁷ But the majority of the '*ulama*' hold that it is permissible for it to be recited in the imperfect tense, as long as there is the intention of contracting the marriage.¹⁸ Many *hadith* have been related showing that the imperfect tense is acceptable.

For example, the Imam Ja'far al-Sadiq was once asked what formula should be recited when a *mut'a* is contracted. He replied: 'I marry thee in *mut'a* according to the Book of God and His prophet's *sunna* without inheritance from me to thee or vice versa, for so many days, for so many dirhams.'¹⁹

The legal discussions of contracts assert that the persons who make the declaration and acceptance must be 'worthy of the contract' (*ahl al 'aqd*). In the question of *mut'a* this means that those who conclude the contract must be the man and woman themselves, or their representatives (*wakil*), or their fathers. Hence, for example, it is permissible for the father to say: 'I give my daughter in *mut'a* with her agreement.' If anyone other than the above persons should conclude the contract, it is 'uncommissioned' (*fuduli*) and therefore invalid.

II. The Persons

A man can conclude a contract of *mut'a* only with a Muslim or one of the 'People of the Book'. It is not permissible to engage in temporary marriage with an unbeliever or an enemy of the Household of the Prophet (*Ahlul Bayt*, i.e., the Imams), such as a follower of the Khawarij. A Muslim woman cannot marry a non-Muslim.

If the man has a free, permanent wife, he cannot contract a *mut'a* with a slave without his wife's permission. Should he do so, the contract is invalid or in abeyance pending her permission. If the slave should belong to someone else, a *mut'a* cannot be contracted without her master's permission. Several *hadith* have been recorded on this point, For example, the Imam Ja'far says: 'There is nothing wrong with marrying a slave [temporarily] with the permission of her master.'²⁰

A man is not permitted to marry the daughter of his sister-in-law or brother-in-law without his wife's permission. Should a contract be concluded without her permission it is invalid or in abeyance until she gives her permission.²¹ With these two exceptions, the relatives to whom marriage is not permitted are the same as in permanent marriage.

It is recommended that a Muslim man conclude a temporary marriage only with a chaste Muslim woman. Here by 'chaste' (*afifa*) the classical authors have in mind someone who has never committed fornication and who follows the *shari'a* in her activities. More specifically, the adjective denotes a woman who has observed the *shari' laws* concerning marriage and in general is honest and upright.

The two attributes 'Muslim' and 'chaste' are derived from sayings by two of the Imams: the Imam al-Rida was asked: 'Is it possible for a man to conclude a temporary marriage with a Jew or a Christian?' He answered: 'I would prefer that he engage in *mut'a* with a free Muslim woman.'²² To a question about performing *mut'a*, the Imam Ja'far replied: 'It is permissible. So marry none but a chaste woman, for God says,

" And those who guard their private parts" (23:5).

Hence you should not put your private parts where you do not feel safe with your dirhams.'²³

If someone makes an accusation against a woman, it is recommended that before concluding the contract of *mut'a* with her the man inquire from her about her situation, i.e., as to whether or not she has

a husband and whether or not she is chaste. But asking is not a condition of the contract.²⁴ According to the 'Principles of Jurisprudence',²⁵ the principle of 'correctness' as applied to the acts of a Muslim ²⁶ demands that one consider the act of a woman who has declared herself ready to enter into *mut'a* as correct.

According to this principle, whenever we are in doubt concerning the correctness of the act of a Muslim, we preserve the social and legal order by judging that his act was correct. For example, if we are in doubt concerning the legality of a couple's marriage, we judge that it was legal. Otherwise we would also have to doubt the legitimacy of their children, the application of the laws of inheritance, etc.

In a different area of the law, the canonical prayer provides a good example: If, after finishing his prayer, a person doubts as to whether or not he said the correct number of cycles, he assumes the number was correct. Otherwise he would spend a good deal of his time repeating acts of worship he has already performed. The slightest doubt would be sufficient to cause him to repeat the same act.

On the basis of this principle, one must dismiss the possibility that a potential wife might be unchaste, so it is unnecessary to ask her. Several *hadith* are related which demonstrate the reprehensibility of asking about the woman's situation *after* the contract has been concluded. For example, a man once said to the Imam Ja'far: 'I married a woman temporarily, and then it came to my mind that she might already have a husband. I investigated the matter and found out that it was so.' The Imam said: 'And why did you investigate?'²⁷

It is reprehensible for a man to conclude a marriage of *mut'a* with a fornicatress, by reason of the Qur'anic verse:

'The fornicator shall marry not but a fornicatress or an idolatress, and the fornicatress- none shall marry her but a fornicator or an idolator; that is forbidden to the believers' (24:3).

If a man should contract a temporary marriage with a fornicatress, it is his duty to command her not to perform adultery. But this is not a necessary condition of the marriage, by reason of the 'principle of correctness' as applied to the Muslim's act.²⁸

It is also reprehensible, without any exceptions, to contract a temporary marriage with a virgin, by reason of the words of the Imam Ja'far: 'It is reprehensible, because it is a stain upon her family.'²⁹ If a contract should nevertheless be concluded, it is not permissible for the man to consummate the marriage, unless the marriage took place with the permission of her father—a condition almost impossible to imagine in Muslim society. 'A virgin may not be married temporarily without her father's permission' (the Imam al-Rida).³⁰

III. The Time Period (Mudda)

The time period of a temporary marriage must be delineated in a manner which allows no possibility of increase or decrease. According to the Imam al-Rida, '... (*mut'a* must) be a stipulated thing for a stipulated period.'³¹ In addition, the Imam was once asked if it is possible to conclude a contract of *mut'a* for 'one or two hours'. He replied, 'No time limit is understood from "one or two" hours.'³²

According to al-Shaykh al-Ansari, all of the *hadith* indicate that it is permissible for the agreed upon time period either to be joined to the moment of concluding the contract or to be postponed.³³ The situation here is the same as with a contract concluded for purposes of rental, since—as was pointed out above—the woman takes on certain legal characteristics of rented property.

In the case of a temporary marriage which begins after a period of postponement, there arises the question of whether or not the woman may marry a second man in the period between the conclusion of the contract and the beginning of the marriage period.

Here there are two possibilities: that it is not permitted, because the woman already has a husband; or that it is permitted, because of the existence of all the 'requisites of a contract' and the absence of an impediment. Apparently the ruling here is that a second temporary marriage would be permissible provided that the woman has enough time before the beginning of the first marriage to conclude a second marriage and then to observe her waiting period.

As for the possibility of postponing the beginning of *mut'a*, this is conditional upon the stipulation of the day and the month in which it is to begin. For example, if the man should state that the contract will be for one month but fail to stipulate exactly when that month is to begin, the contract is invalid because the time is not stated.

In contracts of rental, such instances are always invalid.³⁴ But if the contract should be unconditional, without any mention of a postponement, then the marriage begins as soon as the contract is concluded, since, according to the accepted standard, when a contract has been concluded, the transaction has taken place.³⁵

The most authoritative view holds that if the stipulated period is not mentioned in the text of the contract, the marriage cannot take place and the contract is invalid.³⁶ The consensus of the community has established that one of the two pillars that differentiate *mut'a* from permanent marriage is mention of the time period; whenever this pillar is not present, everything that depends on it is invalidated.

In addition, a contract follows the intentions of those who conclude it. Thus, if the time period is not mentioned, the marriage cannot be transformed into a permanent one, since that was not the intention. In this connection a *hadith* has been related from the Imam Ja'far: 'There will be no *mut'a* without two things: a stipulated period and a stated dowry.'³⁷

In spite of this opinion, the majority of the *'ulama'* hold that if the time period is not mentioned, the contract is not invalidated; rather, the marriage becomes a permanent one. These scholars argue that a marriage contract is concluded either for temporary or permanent marriage. If a time period is mentioned, the contract is for *mut'a*; but if it is not mentioned, the contract is for permanent marriage.

Hence, whenever the contract of *mut'a* is invalidated because the time period has not yet been stipulated, the contract will be one of permanent marriage. Here they cite the principle of 'correctness' in relation to the contract, In order to corroborate their argument, they mention a *hadith* of the Imam Ja'far: 'If a time period is stated, the marriage is *mut'a*; if it is not stated, it is permanent,'[38](#)

In opposition to those who hold that a temporary marriage is transformed into a permanent marriage if the time period is not mentioned, al-Shaykh al-Ansari writes that temporary marriage and permanent marriage are two different realities. Although the word 'marriage' is employed for both, this does not make them share in the same nature. The difference between the two does not lie in saying that one is an unconditional marriage and the other conditional.

No, the relationship between them is like that between purchasing something and receiving a gift. In both cases, 'ownership' is the result. But the fact that purchasing an object and receiving a gift have a common measure does not mean that they have the same nature. We cannot say that the only difference between the two is that receiving a gift entails 'unconditional ownership' and purchasing entails 'ownership conditional on payment'.

No one would ever claim that when someone says: 'I have transferred ownership' and forgets to mention a price, the purchase is immediately transformed into a gift. The relationship between temporary and permanent marriage is similar.[39](#)

In *Sharh al-Ium'a* al-Shahid al Thani adds that the *hadith* which is quoted from the Imam Ja'far in support of the position of the majority of the *'ulama'* does not state explicitly that the desire of the two parties to the contract is to conclude a marriage of *mut'a*, but then they fail to mention the time period. On the contrary, the purport of the hadith is that marriage with a stated period is *mut'a*, while marriage without a stated period is permanent marriage.[40](#)

There is no upper or lower limit to the duration of the time period. It makes no difference if the period is extremely long, so that one doubts whether the parties will survive its duration; or if it is extremely short, so that there is no possibility of consummation. In other words, any time period is permissible, so long as both sides are aware of the situation and are satisfied.[41](#)

Once the contract is concluded the wife receives the whole dowry, whether or not the husband consummates the marriage before the time period expires. The wife is entitled to the dowry as long as she places herself at her husband's disposal and does not present him with any obstacles to consummating the marriage. The situation is exactly the same as renting a house, but then choosing not to take up residence before the rental period has expired. When the time period is over, the wife is freed

from the obligations of the contract.[42](#)

It is not permissible for the parties to stipulate in the contract 'one act of intercourse' or the like without mentioning a time period, since such an expression cannot take the place of a stipulated period of time. In the view of most of the *'ulama'*, if such a contract were to be concluded, it would not be transformed into that of a permanent marriage, since the time period has been mentioned incorrectly. The fact that the contract has been concluded in an improper manner and is thus invalid as a contract carries more weight than the failure to mention the stipulated period.

However, if the time period is mentioned along with the condition that the marriage will entail only a certain number of sexual acts, the contract is correct, Here the juridical principle that comes into play is enunciated in the Prophet's saying: 'The believers hold fast to their conditions [when they stipulate them in agreements]'. [43](#)

In such a situation, as soon as the man has performed the agreed number of sexual acts, further sexual intercourse with the woman is forbidden, even if the time period has not elapsed. There is no contradiction between the continuation of the marriage and the interdiction of sexual relations.

A complication would arise in the above situation if, after the woman has been forbidden to the man, she gives him permission to engage in further acts of sexual intercourse. Is the man allowed to have intercourse or not?

Here there are two opinions. According to the first, there is a definite obstacle to sexual relations. For the contract does not allow any further sexual acts, so the permission of the woman is immaterial, since it is not sufficient to override the stipulations of the contract and legitimize relations.

According to the second opinion, intercourse is permitted. Since in *mut'a-in* contrast to permanent marriage—a woman does not have the right to initiate a sexual act, the obstacle to sexual relations in the present situation is the woman's unwillingness to permit anything more than what was agreed upon in the contract. But the contract itself establishes the permissibility of intercourse. So if the obstacle is removed, the result will be that the contract as such will come into play.[44](#)

If the role of the time period is to contain a stipulated number of sexual acts, whenever the number is finished, the woman is free of any further obligation to the man. It goes without saying that if the stipulated number of sexual acts is not performed by the end of the time period, the marriage still comes to an end.[45](#)

IV. The Dower

The contract must mention a dower of known property, whether in cash or kind, whose amount is safe from increase or decrease. In order to gain knowledge of the property, it is sufficient for the woman to see it, but it is not necessary that it actually be weighed, measured, or counted—whatever the case may

require.

The contract of *mut'a* is not simply an exchange of goods, but a marriage. Even if it is defined as a 'rental', that also is different from an exchange. Hence it is sufficient that any possibility of misunderstanding which might arise from not seeing the dower be removed. As for goods which are not present, it is sufficient that the dower be described in such a manner that the woman's ignorance will be removed, i.e., that it be described exactly as it is.[46](#)

There is no condition or requirement concerning the amount of the dower except that the two sides come to an agreement over articles which may properly be exchanged, even if they are no more than a few grains of wheat.[47](#) On this point there are specified *hadith* as well as the *general hadith* which state that a woman who enters into *mut'a* is 'rented'.[48](#) If the dower is not mentioned, the contract is unanimously held to be invalid; On this point also there are a number of *hadith*.[49](#)

The woman may ask for the whole amount of the dower at the beginning of the marriage. In this case, the man may not take back any of the dower under any circumstances; unless for some reason the contract should have been invalid from the beginning (see below). Several *hadith* are recorded which establish this point without question.[50](#)

In a situation where a contract is concluded, but before the beginning of the time period the man decides not to go through with the marriage but to 'give back' to the woman the contracted time, she is entitled to one-half the dower. The situation is similar to divorce before consummation in permanent marriage.[51](#)

But if the man should give only part of the time period back to the woman before consummation, there is a difference of opinion as to the dower. According to al-Shaykh al-Ansari and al-Shahid al Thani, the situation cannot be the same as in the first case--where the whole time period was given back--since in this second case the essential point is that *mut'a* demands a full dower.[52](#)

The difference between the first and second cases is explained in more detail by al-Shahid al Thani. He poses the question: 'What is it that requires one-half of the dowers to be held back from the woman? Is it two things together, i.e., not consummating the marriage and giving back the whole of the time period? Or does the problem revolve around whether or not the marriage was consummated?'

He states that there are two possibilities: On the one hand, the *hadith* are explicit concerning the matter of consummation. The situation is exactly the same as in divorce after permanent marriage: one-half of the dower must be paid if the marriage has not been consummated, but the whole dower must be paid if it has been consummated. So in this respect, the reason that one-half the dower is held back is that the marriage was not consummated.

On the other hand, there is the question of what exactly necessitates that the dower be paid. In permanent marriage the key element is consummation. But temporary marriage is different from permanent marriage because of the time period. Therefore the time period also must be taken into

account.[53](#)

Al-Shahid al Thani remarks that the difference between these two possible interpretations becomes obvious in a situation where the husband should return more than one-half of the time period to the wife, not having consummated the marriage. According to the first interpretation, the wife must receive the whole dower; but according to the second, she is only entitled to one-half of it, He concludes that the second interpretation would seem to be the correct one, so long as we accept the authenticity of the *hadith* attributed to the Imam al-Hasan: When asked about a man who gave the remaining time period back to his temporary wife before the consummation of the marriage, he replied in a general sense, 'The woman must return one-half the dower to the man.'[54](#)

Al-Shaykh Muhammad al-Hasan holds that whether the full dower or only one-half is to be paid depends totally upon the question of consummation. 'Giving back the time period' is equivalent to using it up completely. In other words, when the man returns the remaining time period to the woman, he has already taken possession of conjugal rights with her for the elapsed time. But this does not require that the woman relinquish one-half of the dowers.

In this respect the situation resembles the woman's 'giving back the dower' in permanent marriage. If the woman thus relinquishes her claim to it, this does not mean that her husband is no longer her husband in the full sense. Therefore, giving back the time period has no relationship with the dower being reduced to one-half.

The only question to consider is whether or not the marriage has been consummated. If it has been consummated and then the husband returns some or all of the remaining time, the wife is entitled to the whole dower, since without question the dower becomes necessary as soon as consummation takes place.[55](#)

Whether the time period is given back with or without consummation, the wife's consent is unnecessary, since giving back the period is equivalent to the erasing of a debt owed by the woman.[56](#)

If of her own free will a woman who has concluded a contract of *mut'a* should separate from her husband before the end of the time period, whether before or after consummation, the man reduces the dower in proportion to the amount of time by which the time period of the *mut'a* has been reduced—provided, that is, that he has not already paid her the full dower.[57](#)

Thus, for example, if the woman's dower is 3000 rials and the time period 30 days; and if the woman should separate from her husband after 20 days, her husband would reduce the dower by one-third. Hence, if the woman should fail to fulfill any of the conditions of the marriage for the whole time period, she forfeits the whole dower.

The reason she forfeits part or all of it is that first, the contract of *mut'a* by definition entails an exchange, such that the woman is in the position of a 'rented' object, Second, numerous *hadith* have been recorded

concerning this particular point.

For example, the Imam Ja'far was asked if it is permissible to hold back part of the dower if the woman fails to put herself at her husband's disposal. He replied: 'It is permissible for you to hold back what you can [i.e., what you have not already given her]. So if she goes back on her word, take from her [in proportion to] the amount she has broken the contract.'⁵⁸

However, if the woman should fail to provide the man with conjugal rights because of an excuse sanctioned by the *sharia*, such as menstruation or 'fear of an oppressor', then the dower may not be reduced. A man came to the Imam Ja'far and said:⁵⁹ 'I concluded a contract of *mut'a* with a woman for one month for a given amount, But the woman only came to me for part of the month, and part she stayed away.' The Imam replied: 'An amount should be held back from her dower equivalent to the amount she stayed from you, except for the days of her menstruation, for those belong to her.'

If it should become apparent that the contract is invalid because the woman already has a husband, or because she should be maintaining a waiting period as the result of a previous marriage, or because she is forbidden to the man by family relationship, or because of some other reason, then one of the following courses of action should be taken:

If the marriage has already been consummated and if the woman was ignorant of the fact that the contract was invalid at the time of sexual intercourse, then she should be given the 'normal dower'. Here the reasoning is that the fact of intercourse has to be honored and compensation given. Since the contract is invalid, the 'specified dower' is nullified; hence the normal dower must be paid.⁶⁰

As for whether the normal dower is the same as that for permanent marriage or is to be adjusted according to the time period of the *mut'a*, the most authoritative opinion is voiced by al-Shaykh al-Ansari and al-Shaykh Muhammad al-Hasan. They hold that the normal dower is the same as for permanent marriage. Al-Tabataba'i argues that here the normal dower is compensation for 'mistaken intercourse'. Since the contract was invalid without the knowledge of the husband and wife, their intercourse is 'mistaken'.

Therefore the man must pay the normal dowry of permanent marriage, which is demanded in any instance of 'mistaken intercourse'.⁶¹ The time period for which the woman was at the man's disposal is irrelevant, just as there is no difference between one act of sexual intercourse and several acts as long as the mistake remains in force.⁶²

If it should become apparent that the contract is invalid before the marriage is consummated, the woman receives no dower. Only a valid contract or the fact of intercourse warrants the dower's payment. Al-Shahid al-Thani claims that on this point there is consensus among the *ulama*.⁶³

If the marriage has been consummated and the woman was aware of the contract's invalidity, she can have no claim to a dower, since she is a fornicatress, and there is no dower for fornication.

In all three of the above cases, if the man has already given the woman the whole dower, she must return part or all of it as soon as the invalidity of the contract becomes apparent. If she no longer possesses the amount which must be returned, she is liable for it, no matter how it may have left her hands—whether, for example, she has spent it or it was stolen.[64](#)

If the woman should die during the period of the *mut'a*, even if it be before consummation, her dower may in no way be lessened, exactly as in permanent marriage.[65](#)

- [1.](#) Ja'far ibn Muhammad ibn Sa'id (602–76/1205–77), author of *Shara'i al-islam*, a standard textbook of Shi'i fiqh and the subject of many commentaries.
- [2.](#) *Shara'i*, Beirut, 1930, II, 23.
- [3.](#) Zayn al-Din Muhammad ibn 'Ali al-'A. mili (911–65/1505–58), author of *Sharh al-lum'a (al-Rawdat al-bahiyya fi sharh al-lum'a al-dimashqiyya)*, a commentary on *al-luma al-dimashqiyya* by al-Shahid al-Awwal.
- [4.](#) *Sharh al-lum'a*, v, 245.
- [5.](#) Abu 'Abdullah Muhammad ibn Makki al-'Amili (d. 782/1380).
- [6.](#) Jamal al-Din Hasan ibn Yusuf ibn Zayn al-Din 'Ali ibn al-Mutahhar (648–726/1250–1326), author of *Irshad al-adhhan ila ahkam al-iman*.
- [7.](#) Murtada b. Muhammad Amin al-Dizfuli (1214–81/1800–64). His works *al-Matajir* on fiqh and *al-Rasa'il* on *us'ul al-fiqh* are considered the most complete textbooks on these sciences.
- [8.](#) *Sharh al-lum'a*, v, 245; *al-Matajir*, Tehran 1352/1973, the book on *mut'a* (which is a commentary on al-'Allama's *Irshad*).
- [9.](#) *Fiqh*, IV, 90.
- [10.](#) *Shara'i*, I, 233.
- [11.](#) Muhammad ibn al-Hasan al-Hurr al-'Amili (1033–1104/1624–93), *Wasa'il al-shia*, Tehran, 1385/1965–66, XIV, 446.
- [12.](#) 'Ali ibn al-Husayn al-Musawi (355–436/965–1044), leading Shi'i scholar and author of many works. His brother, al-Sharif al-Radi (d. 406/1015), was also a famous scholar and compiled 'Ali's *Nahj al-balagha*.
- [13.](#) *Riyad*, II, 113; *Mukhtasar-i nafi'* (an 18th/14th century Persian summary of al-Muhaqqiq al-Hilli's *Shara'i* by an unknown author), ed. M.T. Daneshpazhuh, Tehran, 1343/1964, 231.
- [14.](#) Al-Shahid al Thani, *Masalik al-ajham* (a commentary on *Shara'i*), Tehran, 1273/1856–57, I, 536.
- [15.](#) *Sharh al-lum'a*, v, 110.
- [16.](#) *Shara'i*, II, 24.
- [17.](#) *al-Matajir*, II, 298.
- [18.](#) *Riyad*, II, 113.
- [19.](#) *Wasa'il*, XIV, 466.
- [20.](#) *Ibid.*, 463.
- [21.](#) Shaykh Muhammad Hasan (d. 1266/1850), *Jawahir al-kalam* (a commentary on *Shara'i*), Tehran, 1325/1907, V, 165.
- [22.](#) *Wasa'il*, XIV, 452.
- [23.](#) *Ibid.*
- [24.](#) *Jawahir*, v, 165.
- [25.](#) *Usul al-fiqh*, the science that discusses the arts and techniques for making juridical judgments.
- [26.](#) *Asl al-sihha*.
- [27.](#) *Wasail*, XIV, 458, hadith 3.
- [28.](#) *Jawahir*, V, 166,
- [29.](#) *Wasail*, XIV, 459, hadith 10.
- [30.](#) *Ibid.*, 458, hadith 5.
- [31.](#) *Ibid.*, 479, hadith I.
- [32.](#) *Ibid.*, hadith 2.
- [33.](#) *Ibid.*, 446, hadith 2 and 4.

- [34.](#) Matajir, II, 300.
- [35.](#) Ibid.,Jawahir,v,171.
- [36.](#) Matajir, II, 299; Sharh al-lum'a, V, 287; Jawahir, V, 169.
- [37.](#) Wasa'ill, XIV, hadith 1.
- [38.](#) Ibid., 469, hadith 1.
- [39.](#) Matajir, II, 299.
- [40.](#) Sharh al-lum'a, V, 287.
- [41.](#) Ibid.,285.
- [42.](#) Matajir, II, 300; Jawahir, V, 170.
- [43.](#) Sahih al-Bukhari, n.p., 1378/1958, III, 120.
- [44.](#) Matajir, II, 300.
- [45.](#) Ibid.
- [46.](#) Matajir, II, 300; Sharh al-lum'a, V, 284.
- [47.](#) Wasa'il, XIV, 467, hadith 5.
- [48.](#) Matajir, II. 300; Masalik, I, 538.
- [49.](#) Wasa'il, XIV, 465-66, hadith 1-3.
- [50.](#) Ibid., 482, hadith 1-2; 483, hadith I.
- [51.](#) Sharh al-lum'a, v, 285; Sharai, II, 24; Matajir, II, 300; Masalik, 1,538.
- [52.](#) Matajir, II, 301; Sharh al-lum'a, V, 285; Masalik, 1,538.
- [53.](#) Masalik, I, 538.
- [54.](#) Wasa'il, XIV, 483, hadith I.
- [55.](#) Jawahir, V, 168.
- [56.](#) Sharh al-lum'a, v, 285; Masalik, I,538.
- [57.](#) Sharh al-lum'a,v,285.
- [58.](#) Wasail, XIV, 481, hadith I.
- [59.](#) Ibid., hadith 4.
- [60.](#) Masalik, I,539; Matajir, II,301; Riyad,II,114.
- [61.](#) Riyad, II , 115.
- [62.](#) Matajir, II, 301
- [63.](#) Masalik, I, 538.
- [64.](#) Matajir, II, 301; Sharh al-lum'a, v, 287-88.
- [65.](#) Sharh al-lum'a, v, 286.

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