

REVIEW OF ISLAMIC LAW ON THE PRACTICE OF PROFIT SHARING ON GOAT LIVESTOCK



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Abstract

The business that has endured since the time of Prophet Adam until the end of time is goat farming. The business model is based on a profit-sharing system between investors and managers. This study aims to analyze the Islamic legal perspective on profit-sharing practices in goat farming. The research was conducted with a qualitative approach through literature review. The results of the study are as follows: (1) From an Islamic legal perspective, the profit-sharing practice in goat farming has not fully complied with the applicable regulations. The agreement between shahibul maal and mudharib is often verbal rather than written, which contradicts the provisions in Q.S. Al-Baqarah/2: 282. This could lead to potential disputes between shahibul maal and mudharib in the future; (2) In practice, shahibul maal often violates the agreement with mudharib, citing urgent needs that require the cancellation of the mudharabah. As a result, the compensation given to the mudharib is usually not equivalent to the value of the goat kids that should have been received.

Keywords: Profit-sharing; Goat livestock; Mudharabah; Mudharib; Shahibul Maal.

A. Introduction

The Prophets were entrusted with the primary mission of preaching, but they also led lives just like ordinary humans. They worked and had livelihoods to meet their daily needs. The occupations of the Prophets were not much different from those of regular people. Some Prophets had backgrounds as shepherds. In general, many of the Prophets did indeed tend to or herd livestock. Therefore, the profession or occupation of the Prophets was shepherding goats. It is narrated by Abu Hurairah that the Prophet ﷺ said, "Allah did not send any Prophet except that he had herded goats."

The companions then asked, "And you, O Messenger of Allah ﷺ?" He replied, "I have herded them (goats) for Al-Qararith from the people of Makkah." (HR Bukhari)

In another hadith, the Messenger of Allah ﷺ also said, "Musa was sent as a shepherd of goats, Daud was sent as a shepherd of goats, and I was sent while I was herding the goats of my family in Jiyad." (HR Al-Hakim)

It is narrated by Abu Bakr bin Abu Musa Al-Asy'ari, who said, "Indeed, when Allah expelled Adam from Paradise, He provided him with the fruits of Paradise and taught him the skill to make everything. Therefore, these fruits of yours are the fruits of Paradise. However, the

taste of these has changed, while the other fruits have not." (HR Al-Hakim)

WORK is one of the ways humans have used since ancient times to survive and meet their needs. Seeking wealth through lawful and pure means refers to efforts that are blessed or halal. During the time of Prophet Muhammad ﷺ, the companions did not inquire about which job offered the highest income. Instead, they asked which job was the most blessed. From this, we can learn that the goal in seeking sustenance is to find what is most blessed, not just to earn a lot of money. This valuable explanation comes from Sheikh ‘Abdullah bin Sholih Al Fauzan in Minhatul ‘Allam. Even Prophet Muhammad ﷺ led his life through work. "From al-Miqdam Radhiallahu ‘anhū, that the Prophet ﷺ said, 'A person does not eat any food that is better than the result of their own labor, and indeed Prophet Dawud ‘alaihis salam ate from the work of his own hands.'" (HR Al-Bukhari). Reflecting on this hadith, we should also consider the jobs or professions that the Prophets engaged in during their daily lives to support their families.

The profit-sharing practice must be carried out based on the provisions of Islamic law, as the distinguishing feature of profit-sharing is the presence of a capital owner and a worker (manager of the capital). In the distribution of profits, the profits will be shared according to the portions that have been mutually agreed upon by both parties in the business partnership. The profit share must be determined for each party based on their agreed portion or percentage. In practice, the owner of the livestock (*shahibul maal*) invests his capital in the manager of the livestock (*mudharib*) to have his goats cared for, maintained, and/or bred.

Shahibul maal engages in the profit-sharing practice of goat farming rather than managing the livestock himself for several reasons. First, the *shahibul maal* may be elderly, making it difficult for him to care for the goats. Second, the *shahibul maal* owns many goats, so he may only be able to care for a few of them personally. Third, the *shahibul maal* has a regular job, leaving him with no time to manage the goats himself. These are some of the reasons why the *shahibul maal* practices profit-sharing in goat farming, as he cannot care for his livestock on his own (Wahid, 2019). Goats are small ruminant livestock that are relatively easy to raise and consume various types of forage, especially young leaves. They can also adapt to areas where other livestock struggle to survive, such as rocky regions, hills, or mountainous areas. Therefore, goats are an important type of small ruminant livestock with significant value for small-scale farmers (Julpanijar et al., 2016).

B. Literature Review

Mudharabah

Definition of Mudharabah

Mudharabah is one of the profit-sharing methods in Islam. It is a business partnership agreement between two parties. The first party (*shahibul maal*) provides all the capital, while the second party (*mudharib*) acts as the manager of the capital. The profits from the business venture are shared according to the agreement outlined in the contract. In case of a loss, it is borne by the capital owner, as long as the loss is not due to fraud or negligence on the part of the manager (Suhendi, 2019). *Mudharabah* is also referred to as *qiradh*. "*Mudharabah*" is the term used in Iraqi Arabic, while "*qiradh*" is the term used by the people of Hijaz (Huda & Heykal, 2010).

Technically, *mudharabah* is a shariah-compliant financial product based on partnership. The party that provides the capital to be invested in the business venture is called the *shahibul maal* or *rabbul-maal*. The party that provides the ideas, effort, and time to manage the business

venture is called the *mudharib*. Both parties agree to share the profits from the business according to an agreed-upon distribution.

The portion of the profit-sharing is, of course, agreed upon at the beginning of the contract. If a loss occurs, it is borne entirely by the *shahibul maal*. The *mudharib*, on the other hand, bears the loss of the effort, time, and ideas he has invested in managing the business. The Hanafi, Hanbali, and Zaydi schools of thought use the term *mudharabah*. The Maliki and Shafi'i schools use the term *qiradh*. Over time, the Maliki and Shafi'i schools have also used the terms *qiradh* and *muqaradah*. The Hanafi school continues to use the term *mudharabah* (Sjahdeini, 2014).

The Shariah Basis for Mudharabah

The scholars of various schools of thought agree that *mudharabah* is permissible in Islam based on the Quran, the Hadith of Prophet Muhammad ﷺ, consensus (*ijma'*), and analogy (*qiyas*). Before Prophet Muhammad ﷺ was appointed as a Messenger, he engaged in a *mudharabah* business partnership with Siti Khadijah when trading to the land of Sham (Syria) (Rozalinda, 2017).

The Quran

"Indeed, your Lord knows that you stand (in prayer) less than two-thirds of the night or half of it or a third of it, and likewise a group of those with you. And Allah determines the night and the day. He knows that you do not count it, so He has turned to you in mercy. So recite what is easy from the Quran. And establish prayer and give zakah, and loan to Allah a goodly loan. And whatever good you put forward for yourselves – you will find it with Allah. It is better and greater in reward. And ask forgiveness of Allah. Indeed, Allah is Forgiving and Merciful." (Q.S. Al-Muzammil/73: 20)

The argument from Q.S. Al-Muzammil/73: 20 above is the use of the word *yadhribun* which shares its root with *mudharabah*, meaning to embark on an entrepreneurial journey on earth, specifically through trade, in pursuit of profit.

Translation: "When the prayer has been concluded, disperse within the land and seek the bounty of Allah and remember Allah much that you may be successful." (Q.S. Al-Jumu'ah/62: 10)

Translation: "There is no blame upon you for seeking the bounty of your Lord. And when you depart from 'Arafat, remember Allah at the Mash'ar al-Haram. And remember Him as He has guided you, for indeed, before that you were among the astray." (Q.S. Al-Baqarah/2: 198)

Both Q.S. Al-Jumu'ah/62: 10 and Q.S. Al-Baqarah/2: 198 encourage Muslims to engage in business ventures. This serves as a concession (*ruksah*) granted by Allah to His servants to always strive for His bounty through good and lawful transactions in line with the Quran and the Hadith of Prophet Muhammad ﷺ.

Hadith of Prophet Muhammad ﷺ

Translation: Abu Sahl bin Ziyad narrated to us, Muhammad bin Ghalib narrated to us, Muhammad bin Uqbah As-Sadusi narrated to us, Yunus bin Arqam Abu Arqam Al-Kindi narrated to us, Abul Jarud narrated to us from Habib bin Yasar, from Ibn Abbas, who said, "If Abbas bin Abdul Muttalib engages in a *mudharabah* transaction, he stipulates that the *mudharib* should not take the capital across the sea, should not stop in valleys, and should not buy living creatures with that money. If he violates these conditions, then he is responsible for any consequences. When this condition was reported to the Prophet ﷺ, he approved it." (Sunan Daruquthni, No. 3062).

Translation: Al-Hasan bin Ali Al-Khallal narrated to us: Bisyr bin Tsabit Al-Bazzar narrated

to us: Nashr bin Al-Qasim narrated to us from ‘Abdurrahman bin Dawud from Shalih bin Shuhaib from his father who said: The Prophet ﷺ said: “Three things in which there is blessing: trade with deferred payment, lending, and mixing wheat with barley for the consumption of the household, not for selling.” (Sunan Ibn Majah, No. 2280).

Ijma' (Consensus)

The companions reached a consensus regarding the legitimacy of managing orphaned wealth through *mudharabah*, and this practice was not prohibited by any other companion.

Translation: “Abu Bakar Asy-Syafi’i narrated to us, Ishak bin Al-Hasan narrated to us, Muslim narrated to us, Hisyam narrated to us, from Ayyub, from Nafi’ that Ibn Umar once gave zakat from an orphan’s wealth, borrowed from it, and repaid it as a *mudharabah*.” (Sunan Daruquthni, No. 1959).

Qiyas (Analogy)

Mudharabah is analogized with *musaqah* (hiring someone to manage an orchard). The concept of *mudharabah* is expected to meet human needs so that both parties benefit mutually (Sahrani & Abdullah, 2011).

Translation: Ahmad bin Hanbal and Zuhair bin Harb narrated to us, and the wording is from Zuhair. Both said: "Yahya, Al-Qaththan narrated to us from 'Ubaidillah, who informed me from Nafi', from Ibn Umar, that the Prophet ﷺ once employed the people of Khaibar with a wage from a portion of the fruits or crops they planted." (Sahih Muslim, No. 2896).

The Pillars and Conditions of Mudharabah

The validity of a *mudharabah* contract is determined by several essential pillars outlined by scholars, as follows: (1) The capital provider (*shahibul maal*); (2) The fund manager (*mudharib*); (3) The offer and acceptance (*sighat*); (4) Capital (*ra'sul maal*); (5) The business activity; and (6) Profit. Scholars have also outlined certain conditions that must be met for the *mudharabah* contract to be valid. These conditions, which become the inherent pillars of the *mudharabah* agreement, include: (1) Both the capital provider and the fund manager must be capable of acting as an employer and a representative in the agreement. Both parties are also required to express the offer and acceptance to demonstrate their willingness and to clarify the purpose of the contract; (2) The amount of money provided by the capital provider to the fund manager is the capital to be invested in the *mudharabah* contract; and (3) Profit is the income derived from the capital investment. The ultimate goal of a *mudharabah* contract is to gain profit. The business activity represents the management of the funds in the *mudharabah* contract provided by the capital provider as a substitute for the capital. In this context, the business activity is closely related to the management of the *mudharabah* contract (Djuwaini, 2015).

Types of Mudharabah

In general, *mudharabah* is divided into two types: *mudharabah muthlaqah* and *mudharabah muqayyadah* (Antonio, 2014). First, *mudharabah muthlaqah* is a form of business cooperation between the capital provider (*shahibul maal*) and the fund manager (*mudharib*) with a very broad scope, without limitations on the type of business, time, or geographical area. In classical fiqh discussions, this type of *mudharabah* is often exemplified by the phrase *if'al ma syi'ta* (do as you wish), giving the fund manager significant autonomy. Second, *mudharabah muqayyadah*, also known as restricted *mudharabah* or specified *mudharabah*, is the opposite of *mudharabah muthlaqah*. The fund manager is restricted in terms of the type of business, time, or place of business. These restrictions often reflect the general tendency of the capital provider in

selecting specific business ventures.

Elements of *Mudharabah*

In *mudharabah*, both parties (the capital provider and the fund manager) involved in the contract will determine their roles, either as the capital owner or the fund manager. The contract should clearly state the offer and acceptance, which are declarations made by both parties under the following conditions (Wiroso, 2009): First, the agreement must explicitly or implicitly state the purpose of the contract. Second, both parties must agree to the offer and acceptance. Third, the offer and acceptance must convey a unified understanding of the information provided. The agreement can be made through a written proposal and directly signed, or it can be done through correspondence.

Profits and/or Losses in *Mudharabah*

Profit is the amount exceeding the initial capital and is the goal of a *mudharabah* contract, subject to the following conditions (Wiroso, 2009): First, the profit must be shared between both parties, with neither party claiming profit without the agreement of the other. Second, it should concern both parties exclusively, without involving third parties in the profit-sharing. Third, at the time of the agreement, the profit-sharing ratio for each party must be mutually agreed upon and specified as a percentage. The profit-sharing for the fund manager (*mudharib*) must be clearly defined when the contract is established, acknowledging that the percentage allocated to each party may be adjusted in the future. Fourth, the capital provider (*shahibul maal*) bears all losses, while the fund manager (*mudharib*) does not bear any losses, except when the loss is caused by the manager's violation of the contract or negligence in safeguarding the capital.

In the event of a loss, the resolution is as follows (Karim, 2017): First, profits are used to cover any losses, as profits serve as a safeguard for the capital. Second, if the losses exceed the profits, the capital itself is then used to cover the remaining loss.

1. **Termination of *Mudharabah*:** The *mudharabah* contract is considered void under the following circumstances (Basyir, 2000): First, if either party declares the contract void or the fund manager is prohibited from managing the capital, or the capital provider withdraws the capital. Second, if one of the contracting parties loses their legal capacity to act, such as due to insanity, as an insane person is no longer capable of legal actions. Third, according to Imam Abu Hanifah, if the capital provider becomes an apostate (leaves Islam), the *mudharabah* contract becomes void.
2. **End of *Mudharabah*:** Although the duration of a *mudharabah* partnership is typically indefinite, both parties have the right to determine the contract duration by notifying the other party. However, *mudharabah* may end under the following conditions (Nurhayati & Abdullah, 2014): First, if the *mudharabah* is time-bound, it ends when the specified period expires. Second, if one party decides to withdraw. Third, if one party dies or loses their mental capacity. Fourth, if the fund manager does not fulfill their duties as a manager, thereby failing to achieve the objectives of the contract. As the party entrusted with the management, the fund manager must act in good faith and with care. Fifth, if there is no capital remaining.

Islamic Legal Perspective on Profit Sharing in Goat Farming

Every agreement involves a commitment, but not all commitments require formal agreements, as agreements are based on mutual consent. With consent, none of the involved parties should act in bad faith (Hariri, 2011). A contract occurs when two or more parties commit

to an agreement (Harun, 2003). In the case of the capital provider (*shahibul maal*) and the fund manager (*mudharib*), the contract may be oral rather than written. The essence of the contract lies in the mutual agreement expressed in the offer and acceptance (*sighat*). For example, the capital provider might say, "I give you these goats to be raised and cared for," and the fund manager might respond, "I accept the goats to be raised and cared for." The agreement, based on mutual consent, often arises due to a familial relationship between the two parties.

Translation: "O you who have believed, fulfill the contracts. Lawful for you are the animals of grazing livestock, except for that which is recited to you. So fear Allah, indeed Allah is capable of all things (Q.S. Al-Ma'idah/5: 1)."

Translation: "O you who have believed, do not consume one another's wealth unjustly or send it through bribery to the rulers in order that [they might aid] you [to] consume a portion of the wealth of the people in sin, while you know it is unlawful (Q.S. An-Nisaa'/4: 29)."

In Q.S. Al-Baqarah/2: 282, Allah emphasizes the importance of writing and the provisions regarding the writer and witnesses in documenting agreements. It is a command that when engaging in financial transactions or trade with a specified time frame, the contract should be written and witnessed. This helps prevent disputes between the capital provider and the fund manager in the future.

Translation: "O you who have believed, when you contract a debt for a specified term, write it down. And let a scribe write it between you in justice. Let no scribe refuse to write as Allah has taught him. So let him write, and let the one who has the obligation dictate. And let him fear Allah, his Lord, and not leave anything out of it. And if the one who has the obligation is of limited understanding or weak, or unable to dictate himself, then let his guardian dictate in justice. And bring to witness two witnesses from among your men. And if two men are not [available], then a man and two women from those whom you accept as witnesses, so that if one of them forgets, then the other can remind her. And let not the witnesses refuse when they are called upon. And do not be weary to write it, whether it be small or large, for its term. That is more just in the sight of Allah and stronger as evidence and more likely to prevent doubt between you, except when it is an immediate transaction, which you conduct among yourselves. Then there is no blame upon you if you do not write it. And take witnesses when you conclude a contract. And let no harm be done to either the writer or the witnesses. And if you do so, indeed, it is disobedience to Allah. And fear Allah, and Allah teaches you. And Allah is Knowing of all things (Q.S. Al-Baqarah/2: 282)."

From an Islamic law perspective, the activity described above may face issues in fulfilling the pillars and conditions of profit sharing, potentially leading to invalid agreements. This is especially true in business ventures like goat farming, where conflicts can arise due to failure to meet the prescribed requirements (Muchlisin, 2013).

Implementation of Profit Sharing in Goat Farming

The fund manager (*mudharib*) begins their duties after the agreement is made between the capital provider (*shahibul maal*) and the fund manager. These duties include building the pen, taking care of, and mating the goats. Meanwhile, the capital provider only observes the condition of the goats and waits for them to multiply.

1. As per tradition, all the needs of the goats, including their care and maintenance, are the responsibility of the fund manager. During this period, the fund manager does not receive payment. The profit-sharing will occur once the goats, which have been cared for and raised,

give birth or are sold once they reach adulthood. If the goats are sold before reproduction, the purchase price is first calculated, and then the profit is divided equally (50:50). However, if the purchase price is not calculated at the beginning, the fund manager only receives a service fee, the amount of which is determined by the capital provider, as it is considered a social arrangement.

2. The first-born kid after being raised and cared for becomes the property of the capital provider. The second-born kid, after being raised and cared for, belongs to the fund manager. However, in practice, the capital provider takes back the goats, including the second-born kid, after the goats have reproduced. The capital provider justifies this by citing urgent needs that necessitate the termination of the *mudharabah* agreement. The capital provider then provides a sum of money to the fund manager as compensation for the care and maintenance of the goats. The amount of money given to the fund manager does not reflect the actual value of the goats, as the fund manager only receives IDR 200,000, while the value of the goat is typically IDR 1 million per head. According to the agreement, the fund manager should have received the second-born kid after care and maintenance. However, the capital provider should have provided compensation equivalent to the usual price of the goat kid.
3. The fund manager has the first right to purchase any sterile goats and continue raising and caring for them. If a sterile goat is involved, the mutual agreement is that the goat will be sold. If the fund manager purchases the sterile goat, the costs incurred during the care and maintenance of the goat will be deducted first.
4. The fund manager is responsible for replacing any goats that are lost during the day or die due to negligence on the part of the fund manager.

C. Results and Discussion

The practice of profit-sharing in goat farming in the villages of Partimbalan, Bandar Tinggi, Bandar Gunung, Bandar Masilam, Bandar Masilam II, Bandar Rejo, Bandar Silou, Gunung Serawan, Lias Baru, and Panombean Baru in Bandar Masilam District, Simalungun Regency.

This study employed a qualitative research method with a phenomenological approach. The foundation of truth in this method is not limited to empirical truth that is sensuous. Furthermore, there is also non-sensuous empirical truth, including logical, ethical, and transcendent (absolute) truth. Truth in phenomenology is considered valid when the researcher, as a human instrument, is involved in the process of uncovering and capturing the subjects' perceptions of economic behavior in the field (Leksono, 2013). The population for this research includes the *shahibul maal* and *mudharib* in the ten villages mentioned above. A population is defined as a generalization area consisting of objects or subjects that possess specific qualities and characteristics set by the researcher for study and subsequent conclusions (Sugiyono, 2018). A sample is a subset taken from the population (Sudjana, 2014). Probability sampling was used for this study as the population characteristics were already clearly identified (Rusiadi et al., 2014). The sample consisted of three villages: Partimbalan, Lias Baru, and Panombean Baru in Bandar Masilam District, Simalungun Regency. The author selected these three villages as the sample because they had the highest frequency of profit-sharing practices in goat farming. Primary data were obtained through interviews with 60 respondents, consisting of 30 *shahibul maal* and 30 *mudharib* directly involved in the profit-sharing practice in goat farming in these

three villages. Data collection began in July 2019 and ended in October 2019. Secondary data were obtained from books, reports, journals, and demographic data from the government offices of Partimbalan, Lias Baru, and Panombean Baru.

The relationship between *shahibul maal* and *mudharib* is considered an act of worship if it is carried out according to the guidance of Allah Swt., who created them as caliphs on Earth (Syarifudin, 2010). However, often the form of cooperation between *shahibul maal* and *mudharib* leads to issues in society. This is because the practice of business cooperation does not always comply with Islamic legal provisions, both in terms of the contract and its structure (Nuryana, 2020).

Public Understanding of the Profit-Sharing Practice in Goat Farming

Based on interviews with 60 respondents directly involved in the profit-sharing practice in goat farming, only 5% of *shahibul maal* understood the concept of business cooperation in the form of profit-sharing in goat farming as *mudharabah*. The remaining 55% of both *shahibul maal* and *mudharib* were unfamiliar with the term *mudharabah* in the context of business cooperation.

The term *mudharabah* is very unfamiliar to the communities of Partimbalan, Lias Baru, and Panombean Baru in Bandar Masilam District. The people in these villages only recognize the practice of profit-sharing as "belahan ternak" (shared livestock). In reality, they have unknowingly been practicing *mudharabah* in their daily activities. This is quite unfortunate, especially considering that the percentage of Muslims in these three villages is the highest in Bandar Silam District, Simalungun Regency.

D. Conclusion

The Islamic legal review of the profit-sharing practice in goat farming does not fully align with Islamic law. Between *shahibul maal* and *mudharib*, the agreement is only verbal, not written, which contradicts *Q.S. Al-Baqarah/2: 282*. This is important to prevent potential disputes in the future between *shahibul maal* and *mudharib*. In the implementation of the profit-sharing practice in goat farming, *shahibul maal* often breaches the agreement with *mudharib*. The reasons often given are urgent needs that necessitate the cancellation of the *mudharabah* agreement. Furthermore, the compensation money received by *mudharib* is generally not equivalent to the price of the kid goat.

The understanding of the community regarding the profit-sharing practice in goat farming is limited, with only 5% of *shahibul maal* aware of the term *mudharabah* in relation to this business cooperation. The remaining 55% of both *shahibul maal* and *mudharib* do not recognize the term *mudharabah* for the profit-sharing practice. The people of Partimbalan, Lias Baru, and Panombean Baru only refer to this business cooperation as "belahan ternak" (shared livestock).

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