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A Study on the Muslim Legal Notion of Hiba

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ABSTRACT

Gift refers to something freely offered to someone without compensation. There is no differentiation between personal and real property in Islamic law. Many experts interpret Hiba in Muslim law as an absolute and unconditional transfer of ownership in an existing property made immediately and without stipulation. Gifts are also known as "Hiba " in Mohammedan law. Hiba refers to the manner in which property is transferred under the veil of gift. The definition of "gift" in Section 122 of the Transfer of Property Act is the willing and unremunerated transference of any existing real estate, be it mobile or immovable, from one person to another, the donor to the donee, and the acceptance of the donee or someone acting on their behalf. It is crucial that property is transferred voluntarily, and that it is done so without coercion or any outside influences. Inter vivos gifts or genuine presents are covered by this section. Under the aforementioned paragraph, property may be either movable or immovable, but it must be of a quantifiable kind. A physical asset must be present for it to qualify as a legal "gift" under Mohammedan law. The donation may be revoked up until it is finished. In other words, even if all of the conditions for the contributions are met, the donor has the authority to revoke the offer. The definition of the terms "gift" and "the topic" has long been a well-recognised subject that has grown to a distinctive area of property law. The "gift" provision of the Property Act, how it differs from Mohammedan law, and its ramifications are fundamental topic of this research paper. While the process for enforcing a gift under the Transfer of Property Act is extensive, it is fairly straightforward under Muslim law (Hiba).

I. INTRODUCTION AND HISTORICAL BACKGROUND

The idea of Gift grew greatly under Muslim Law during the period from 610 AD to 650 AD. There are various ways a Muslim can devolve his wealth. Muslim law enables transfer of property by inter vivos (gift) or testamentary disposition (will) meaning that a man can lawfully give away his property to someone else while he is still alive or leave it to someone else in his will when he passes away. The former is called inter vivos disposition and the latter, testamentary disposition. The Transfer of Property Act, 1882 regulates a gift, as a transfer of

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land. Chapter VII of the Transfer of Property Act of 1882 does not provide for the 'Muslim Presents' entitled as 'Hiba.' Although there isn't presently a way to distinguish between gifts given by Muslims and non-Muslims, Hiba's formalities are distinct from that of a non-Muslim gift. The Muslim Personal Rule governs hiba.

Under Mohammedan Law gift is called 'Hiba'. The style under which transfer of property takes place as a form of gift, it is called Hiba. The recipient's religion is irrelevant if the transferor is a Muslim and the gift is designated under the category of Hiba. The expressions "Hiba" and "gift" are often used indiscriminately but the word "Hiba" is just one of the forms of transactions protected by the general term "gift." A Hiba is a gratuitous move meaning without any consideration.

According to **Hedaya** – “*Hiba is an unconditional transfer of ownership in an existing property, made immediately without any consideration.*”²

According to **Ameer Ali** – “*A Hiba is a voluntary gift without consideration of property by one person to another so as to constitute the donee the proprietor of the subject-matter of the gift.*”³

According to **Mulla** – “*A Hiba is a transfer of property, made immediately and without any exchange by one person to another and accepted by or on behalf of the latter.*”⁴

According to **Fyzee** – “*Hiba is the immediate and unqualified transfer of the corpus of the property without any return.*”⁵

Research Problem: To understand the concept of Hiba under Muslim Law and its revocability.

Hypothesis: Satisfactory understanding of “Hiba” has been chosen for the research.

Literature Review

Samarth Trigunayat in his work “Concept of Gift Under Muslim Law” has given a brief compass of the word “gift” in English and under Muslim Law. In his work, various parts of the gift in property legislation are explored, along with how it differs from the Mohammedan law as well as any repercussions.⁶

Mayank Shekhar in his work “Hiba – Gift under Muslim Law” has discussed in detail the meaning and essentials of the term “Hiba”. He has briefly discussed about the revocability of

² Definition of Hiba by Hedaya available at <https://blog.ipleaders.in/concept-of-gift-under-islamic-law/>.

³ Definition of Hiba by Ameer Ali available at <https://blog.ipleaders.in/concept-of-gift-under-islamic-law/>.

⁴ Definition of Hiba by Mulla available at <https://blog.ipleaders.in/concept-of-gift-under-islamic-law/>.

⁵ Outlines of Muhammad Law Fyzee available at <https://archive.org/details/in.ernet.dli>.

⁶ Concept of Gift Under Muslim Law by Samarth Trigunayat available at <https://www.lawctopus.com/academike/concept-of-gift-under-muslim-law/>.

Hiba.⁷

Anuradha Singh in “What are different types of gifts under Muslim law?” has discussed necessary elements of a gift, various categorisation of gift and the concept of Musha has been discussed in detail.⁸

Research Methodology: The experimental methods adopted in this study are expressive in character. The information was acquired from secondary sources, including journals and articles that were printed in newspapers and websites as well as online. All of the references are properly cited in the bibliography and the footnotes.

II. HIBA AND ITS ESSENTIAL

A gift is an unconditional transfer of property from one person to another, acknowledged by the donor or someone acting on his behalf. According to Section 122 of the Transfer of Property Act, "gift" refers to the transfer of any existing real estate, whether it be mobile or immovable, made voluntarily and without payment by one person, known as the donor, to another, known as the donee, and accepted by or on behalf of the donee.

It is crucial that property is transferred voluntarily, and that it is done so without coercion or any outside influences. This portion refers to gifts which are inter vivos gifts, or an actual gift. Property can be both mobile and immovable under the above clause, but must be measurable in nature. To constitute a legal “gift” an actual property must exist.

There are certain requirements that are to be in order of the gift to be legally valid:

1. Parties to a Gift:
 - (a) The Donor
 - (b) The Donee
2. Subject of Gift
3. Essential elements for the completion of a legal gift
 - (a) Declaration (Ijab)
 - (b) Acceptance (Qubool)
 - (c) Immediate delivery of possession (Qabza)

⁷ Hiba – Gift under Muslim Law by Mayank Shekhar available at <https://www.legalbites.in/muslim-law-notes-hiba-gift-muslim-law/>.

⁸What are different types of gifts under muslim law? by Anuradha Singh available at <https://www.legistify.com/qna/answer/2468-what-are-different-types-of-gifts-under-muslim-law-can-i-give-future-gifts-to-my-heirs/>.

1. PARTIES TO A GIFT

The parties that are essential to constitute a gift exchange are two: the donor who is the gift-maker, and the donee who is the gift-taker.

(a) DONOR - Any Muslim who is a major and competent to contract meaning is of sound mind has the authority to give possession of his property in the form of gift. In ordinary cases, majority age is taken into consideration to determine a gift's competence is 18 years, and is 21 when a guardian is appointed by the court. A true gift must be free from fraudulent and coercive manipulation of any kind. Similar to the Indian Contract Act, a transaction performed by an individual in a position to control another individual will not be enforceable under Muslim law. The donor must hold possession of the property to be exchanged as a gift meaning thereby a donor must have the actual possession of the property. The gift can be for a part of property or for the entire property. An individual in insolvent circumstances also has the authority to contract transfer of property in the form of gift keeping in view that he has bona fide intentions and the act is not carried out merely to defraud the creditor. A gift from a married woman is as legitimate as any other gift which fulfills the conditions required for a valid gift and has the same legal implications.

Paradanashin Lady - A gift from a *Paradanashin* lady is legitimate, and the onus is on the recipient to demonstrate that there was no improper influence and that the donor knew the character of the arrangement before making the gift in the event of a disagreement.

Their Lordship of Madhya Pradesh in *Mst. Hussain Bai v. Mst Zohar Bai*⁹ observed:

“In the case of Paradanashin lady the law the law is settled, namely, that it is necessary to satisfy the court that the lady executed the document with full understanding of execution and of the nature and effect of the transaction, and even in the case where she had an independent advice. The court will scrutinise every transaction very closely to see if it is fair or not. Where the document is not in her (Paradanashin lady) mother — tongue the court requires her to understand the document and not merrily what was read to her”.

The viewpoint outlined in *Faridunnissa v. Mukhtar Ahmed*¹⁰ by the Privy Council was followed in *Kaireem Bi v. Mariam Bi*,¹¹ by Their Lordship of Madras High Court and observed:

" A gift deed executed by a *Paradanashin* lady stands strange position. They must first satisfy the court that the deed has been explained to the party and the same is understood"

⁹ AIR 1960 MP 60.

¹⁰ AIR 1925 PC 204.

¹¹ AIR 1960 Mad. 447.

It may be noted that the protection laid down for *Paradanashin* lady cannot be said to be an exclusive privilege for such class. The rule regarding transaction by *paradanashin* applies equally to illiterate and ignorant women even if not *paradanashin*. A *paradanashin* lady is fully competent to dispose of her property by executing a document for the same.¹²

(b) DONEE - Any individual who is eligible to hold a property, including a juristic person is said to be the donee of a gift. Donee's contractual competency is not a necessary prerequisite. The only prerequisite is that the recipient be a legal person who is competent in possessing property. The receiver could be a minor or perhaps even someone who is mentally incapacitated. Example a mosque is considered to be a juristic person and is competent to be a donee. The donee can be of any race, age, or religion. He may be a friend, or even an outsider. A Muslim can contract a lawful gift in favour of any non-Muslim as well for instance Hindu or Christian. The property can also be gifted to any female irrespective of her marital status.

Gift to an unborn Child and Child in Womb - In order to be a donee the individual should be in existence irrespective of it being a minor or major. As per the Transfer of Property Act, 1882, property can be transferred for the advantage of the individual not in existence on the date of the settlement. A gift to an unborn child is invalid, but a gift under maintenance allowance for life to an individual and to his male heirs who were not yet born on the date of the gift is valid as long as they are born before the interest in favour of the existing person expires. Meaning that the life interest created should be in favour of a living person and the unborn child shall have the absolute interest in such property at the time the settlement was executed. The unborn child must be born later but before the life interest expires in order for the interest to become absolute upon the death of the life estate holder. The moment such a child is born he is said to have a vested interest in the said property.

If the child is born within six months of the date the gift was made, it could be considered a lawful gift to the child in the mother's womb. In such circumstances, the child's identity is identified to be separate as that of the mother.

2. SUBJECT OF A GIFT

A gift may be made of tangible goods that can be legally owned meaning thereby that the subject matter of a gift should be eligible to be owned by the donee. It can be corporeal or even incorporeal property, moveable or immovable, inherited or self-acquired. Corporeal property are those which are physically in existence such as land, house, etc. A gift cannot be made of property that would not come in existence in the future. Incorporeal property on the other hand

¹² Sonia Parshini v. Sheikh Maula, AIR 1955 Cal 17.

are those who do not have any physical existence but can be owned such as copyright or goodwill. The court has held gift that can be made under incorporeal property are zamindari rights, right to receive a specific share provided in offerings made through pilgrims, negotiable instruments, debts, promissory notes, etc.¹³

Gift of Future Property or take Effect on a Future Date - Any property described as “mal” could be said as subject matter of a gift. In cases where the actual physical possession of a gift cannot be delivered, the gift can be completed by an overt act that expresses the donor's purpose to transfer ownership to the donee wholly and completely. It is crucial that the gift's intended recipient be alive on the day the present is made. If the subject matter will come into existence in future, then the gift would be void. The reason behind this kind of rule is that, in order for the transfer to take legal validity delivery of possession needs to be done immediately is an essential condition for the validity which cannot be fulfilled if the property becomes operative on a future date. For example, if the donor plans to transfer the property in the form of a gift to another person that would be operated only after his death, such a gift would be void; it is contradictory to the requirement of instant delivery of possession.

Corpus and Usufruct - The gift of a corpus and that of a usufruct are treated equally in Muslim law. For example - Land is the corpus and the crops would be usufruct. It denotes transfer of absolute ownership, but usufruct refers to production of a thing, or income or profit of the thing(corpus). When a gift of corpus is made, the donee is granted ownership rights along with transferrable and heritable rights. It is called Hiba. But in cases where the gift is of usufruct nature and not of corpus, there is no absolute ownership but has limited time of enjoyment. Under Muslim law, a life interest cannot be created in the corpus but can be created in the “Manafi” that is the usufruct.

Gift of Life Interest - A gift of life interest is valid but in such gifts the donee does not get an absolute title and neither the rights which are transferable or heritable but it lasts during the life of the donee. On his death it dissolves and does not pass to the heirs.

Gift Of Property Held Adversely to Donor - When the property is held by someone who is opposed to the donor and not in the donor's actual physical possession, the donor cannot make a gift of the property that is legitimate unless:

- He actually obtains and delivers possession to the donee and a mere declaration is not sufficient

¹³ Ahmad-ud-din v. Illahi Baksh, (1924) 34 All 465.

- Does everything in his power to complete the gift and place the donee in a position to take possession.

Gift of an Equity of Redemption - Equity of redemption refers to a mortgagor's ability to pay back the debt and repurchase the mortgaged property. This equity of redemption is an interest which exists in the immovable property and can be transferred. If the donor has ownership of the mortgaged property and delivers ownership in accordance with the terms of the gift, the gift of equity or redemption is legitimate.

III. ESSENTIAL REQUIREMENTS FOR MAKING A GIFT

(a) Declaration (Ijab) - The donor's strong and unambiguous intent to make the donation must be present. If the person giving the gift has no clear or bona fide intentions, the assumed gift would be invalid. It is on the basis that a gift designed to defraud creditors is said to be voidable at creditor's option. There should be presence of bona fide intention to divest oneself of its proprietary title in the donor-gifted property. The intention must be true, and there must be a clear and unambiguous expression or declaration of such intent. The declaration must be voluntary and the donor must be a free agent in making the donation if the declaration has been made under coercion, fraud, misrepresentation and undue influence such a declaration will not be valid.

In *Hussaina Bai v. Zohara Bai*¹⁴ the father, who owned three pharmacies, gave one of his stores to each son to run. Even after his passing, everything stayed the same. The profits were not allocated in accordance with any agreement because each brother was managing a different pharmacy until one of the brothers filed a lawsuit for division. According to the court, a gift must be fully declared by the donor, which includes both the stated or implied acceptance of the present and the transfer of ownership of the property from the donor to the donee. Thus, a convenient arrangement of management of an establishment in the absence of a declaration to that effect, it is not regarded as a gift in Muslim law.

(b) Acceptance (Qubool) - Acknowledgement towards the gift must always be made by the donee or on their behalf. He must be competent to accept the gift yourself or by a competent in person on his behalf. It may either be actual or constructive according to the circumstances of the case. Under Muslim law acceptance by a minor or a person of unsound mind is given by the guardian of his property. The guardians of the property of a minor are: father, the executor appointed under his will, paternal grandfather, his executor appointed under his will. If the

¹⁴ *Hussaina Bai v. Zohara Bai*, AIR 1960 MP 60.

father is alive, he is the sole guardian of the property of a minor. He can appoint an appropriate person either a friend or a relative to act as a guardian of the property of a minor as an executor in his will. However Allahabad High Court held that where a father or other guardian make the donation in favour of his minor son or other ward, acceptance is not necessary.¹⁵ Where the father appoints the mother as an executor under his bill, she is competent to give an acceptance for the gift offered to her minor child.

In *Gulam H.K. Manner v. Abdul R.A.R. Manner*¹⁶ a gift deed signed by the donor was contested on the grounds that the mother was ineligible to accept the gift since, according to Muslim law, she was not competent to serve as the minor son's guardian while his father or grandfather remained alive. According to the Supreme Court, a gift is treated like a contract under Muslim law because there must be both an offering of the property and an acceptance of it. When these conditions are met, the gift is complete. If the minor's father is still living, his mother could not be designated as the minor's guardian and does not have the authority to accept the gift on the behalf of the minor son. In furtherance to this, court also noted that it is not essential to address the more general issue of whether the father can designate the mother as the agent of the minor to serve as the minor son's guardian. Therefore, the gift is invalid.

(c) Delivery of Possession (Qabza) - It is imperative that delivery of possession occur after the declaration and its acceptance is made. Under the Transfer of Property Act, 1882, there is no prominence on immediate delivery of physical possession as it may be delivered at a later stage depending upon the terms and conditions agreed upon by the parties, without affecting the validity of the gift. But under Muslim Law other elements of Hiba will have no legal consequence unless they're accompanied by delivery of possession it is significant to note that the term possession under Mohammedan law means only such possession as the nature of the subject is capable of.¹⁷ For the completion of gift of any immovable property two conditions are mandatory: that the donor must withdraw physically from the premises and the donee should formally enter into the premises. There are certain exceptions where completion of gift is complete even without actual delivery of possession. For example, a guardian to his ward, a gift from father to his minor or insane son, a gift from a husband to a wife, and a gift from a woman to a husband when both the parties live in the home that is to be gifted, gift by one-co-sharer to another, part delivery, zamindari villages, incorporeal rights and where the donee is in possession.

¹⁵ *Kamar-un-Nissa v. Hussaini Bibi*, (1880) 3 Alld. 266.

¹⁶ *Gulam H.K. Manner v. Abdul R.A.R. Manner*, (2000) 8 SCC 507.

¹⁷ AIR 1951 Pat 314.

IV. HIBA AND ITS KIND

Hiba has many types like Hiba-bil-Iwaz, Hiba-ba-Shart-ul-Iwaz, Hiba-bil-Musha.

(1) Hiba-bil-iwaz - “Hiba”, for instance, means gift and “Iwaz” denotes thought of consideration. Hiba-bil-iwaz implies a donation that has been accepted for consideration already. It is therefore a transaction involving two shared or reciprocal gifts between two parties. One gift from the donor to the recipient and one from the recipient to the donor. Both the transactions are independent of each other. It was introduced in India as a tool to affect a gift of Mushaa in a divisible property. So, a Hiba-bil-iwaz is a sale to be aware of and a present to consider. Therefore, Mushaa is not forbidden, however irrespective as to whether it is in one's possession, the gift must be registered.

(2) Hiba-ba-Shart-ul-Iwaz - Shart means stipulation and Hiba-ba-Shart-ul-Iwaz indicates a gift that has a return requirement. Unlike in Hiba-bil-iwaz, there is delay in the evaluated payment. As the consideration is not paid right away because it is necessary to have delivery of possession. The contract instantly becomes final upon completion. This assumes the character of a transaction when the consideration is received, and is presumed to be true. Similar to a sale, both parties are entitled to the sale's object in case of fault in payment. It has the following requirements: it is required to give possession; it is revocable before the Iwaz is paid; it is irrevocable after payment of Iwaz; when it has finished processing Iwaz's payment, the transaction takes on its character.

(3) Hiba-bil-Mushaa - “Mushaa” is an Arabic word and is derived from “saayu” that signifies confusion. It relates to an undivided portion of the real estate. The term "property" in this context refers to an undivided share of a property that may be the object of a legal gift. The fulfillment of all three requirements—declaration, acceptance, and delivery of possession—is required in order to accomplish a lawful gift of Mushaa. It matters if a property's undivided share was given as a gift in all schools, but there is no common consensus among different schools on the gift of undivided share in a divisible property. If the donor relinquishes possession of the property in favour of the donee, it is permitted under Shafai and Ithna Asharia law. However, according to Hanafi law, such a gift in the form of donation is unlawful unless it is separate and presented to the donee.

V. REVOCATION OF HIBA

All voluntary transactions are revokable under Muslim rule. Till the gift is complete it can be revoked. In other terms, it is open to the donor to withdraw his bid even if all of the

requirements of the gifts are compiled with. Where the property's position has been delivered, the gift becomes complete but, as it is specifically a voluntary transaction, it can be revoked even after it's completion. With donee's permission or, in the lack of his permission, by a court order, a gift may be revoked. Only the recipient of a gift whose interests are endangered by it may contest the legality of the gift.

A gift is often irrevocable under Hanafi law, however because of a Prophetic tradition, it is regarded as abhorrent whenever a gift is revoked. Shia law allows a gift to be cancelled with just a proclamation; a court order is not necessary. Suni law states that a gift may only be revoked with the help of a court or with the donee's permission, therefore a simple declaration by the donor is insufficient.

Revocation under Transfer of Property Act 1882 - Section 126 of the Transfer of Property provides that a gift can be withdrawn under the following conditions:

That the donor and the donee must have agreed that the "gift" is to be withheld or withdrawn in the case of a given event

The occasion must not be dependent on the desire of the donor.

That the criterions must have been acknowledged by both the donor and the donee at the moment of accepting the "gift".

Revocation under Muslim Law

Before Delivery of Possession - a gift is indeed not genuine until it is received in possession, and the donor has unlimited and unrestricted right and power to revoke it.

After Delivery of Possession - Even after the gift has been delivered in physical form, the donor has the ability to cancel it with the donee's approval or by submitting a formal court order.

The following gifts are absolutely irrevocable:

- After the demise of the donor
- When the donee is in forbidden degrees of consanguinity with the donor
- When the donor and the donee are a married couple, they are considered husband and wife.
- When the donee has transferred the subject of the gift by a sale, gift, or another method
- When the gift's identity has been rendered anonymous through loss, destruction, or alteration
- When the subject of the gift has gained value and the increment is inextricable.
- When making a sadaqah gift

- When something in exchange has been accepted.

VI. CONCLUSION

The transfer of property by gifts is covered by the Transfer of Property Act of 1882. These rules do not apply to presents given by Muslims, who are instead subject to Muslim laws. According to Muslim law, a person has the right to give away all of their possessions in property at any moment during their lifetime in the form of 'gift'. However, unlike in the case of The Transfer of Property Act, 1882, this gift is effective right away and relieves the giver of all control and ownership. Gifts can be given purely out of love and compassion or for a specific reason.

The meaning of the word "gift" and "the topic" has been an old-fashioned subject that has become a distinctive area of property law. The main topic of this research paper concerns about various issues relating to the "gift" in the property act and its contrast with Muslim law and its implications. Under Muslim Law, Hiba is very simple procedure to enforce gift despite the fact that the transfer of property act's gift process is cumbersome. Under Mohammedan law, three important items are necessary to occur in order to be a legitimate gift: (a) the gift declaration by the donor (b) the acknowledgement of the gift, express or implied, by or on behalf of the donor, and (c) delivery of possession. On a comparative study on both the transfer of property act and gift under the Muslim law one can conclude that both the areas have significantly evolved and each have its own importance in the area of gifts.

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