Pascale Fournier, *Muslim Marriage in Western Courts: Lost in Transplantation*, published in the Series Prakash Shah (ed.), 'Cultural Diversity and Law', Ashgate, Farnham/Burlington 2010, xx + 206 pp., hardback, £ 55, ISBN 978–1–4094–0441–5.

§1. INTRODUCTION

Let me introduce … Leila and Samir.

Suppose that they, being of Pakistani origin, live in Vancouver, Canada. They marry at the age of 18. Three years later Samir repudiates Leila because of her sexual preference for women. Leila then asks the secular, Canadian court for the enforcement of *mahr*, the nuptial – monetary or non-monetary – gift of the bridegroom to the bride in consideration of a Muslim marriage practice. The court chooses to culturally recognize and, thus, to enforce *mahr*, an amount of $ 50,000. After all, the parties had chosen to marry under the Muslim tradition knowing 'full well that provision for Maher was a condition of doing so'.[1] The court even adds an amount of $ 37,747.17 owed by Samir to Leila as a result of the division of family assets…

Now imagine that Leila and Samir, both of Egyptian nationality, live in Berlin, Germany.[2] They have been married for 15 years. Leila after becoming increasingly aware of her fully insular and subservient life as a wife and mother, wants a divorce. Much to her surprise and horror the secular German court applies Egyptian Islamic family law to her case, through German conflict rules, as Leila is a non-German citizen. And since Leila is the one filing for divorce, the court holds that she has to give up her right to *mahr* and even has to pay back the amount that she had already received at her wedding. Instead of finding German conceptions of freedom, equality and women's rights, she is confronted with the very Islamic laws she had hoped to escape.

Leila and Samir, a fictitious couple, feature in varying roles in Pascale Fournier's book *Muslim marriage in Western Courts: Lost in Transplantation*.[3] From a broader perspective the book touches upon issues such as how to deal with legal pluralism, how to handle religion and law, or identity claims of minority citizens within a specific majoritarian public order. More concretely, how to deal with unfamiliar and alien, religious, 'Islamic' law[4] in Western secular courts? Religion-based claims received by Western, secular

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1 Based on information from the case *Nathoo v. Nathoo* [1996] BCJ No 2720 (SC), see P. Fournier, *Muslim Marriage in Western Courts: Lost in Transplantation* (Ashgate, Farnham/Burlington 2010), p. 66–69.

2 Based on Fournier's script 'Leila: The German-Egyptian-"Foreign Bride"', see P. Fournier, *Muslim Marriage in Western* Courts, p. 142–143 and footnote 2, p. 142.

3 See in particular P. Fournier, *Muslim Marriage in Western Courts*, p. 24–29 and p. 137–147.

4 In this sentence 'Islamic' is put into brackets in order to emphasize its use for the sake of convenience as a collective and general notion. Actually it is incorrect to use the notion 'Islamic law' as *the* Islamic law, as one single legal system does not exist. Depending on its context it denotes for example classical Islamic or *Shari'a law*, or (contemporary) Moroccan or Pakistani law.

courts often appear to be explosive encounters, in particular when women are involved. Fournier has conceptualized these issues in an impressive and innovative way through, in her own words, exploring the journey of one specific Islamic legal institution *mahr,* from its Islamic legal roots to its adjudication in Western courts.

During its 'travel' *mahr* appears to cross many, differing legal areas, disciplinary boundaries and concepts: Islamic law, constitutional and private international law, contract and family law, (majoritarian) public order and (minority) identity claims, formal and substantive gender equality, multiculturalism,[5] fairness, public policy. Moreover, Fournier employs a variety of ideologies, methodologies and (legal) techniques, such as Liberalism, Critical Legal Studies, formalist and functionalist perspectives, sociological approaches, and distributional analyses. Most of these will be discussed in this review in order to highlight and to pay tribute to the richness of Fournier's study. The tri-partite structure characterizing this book, is the starting point for discussion: *mahr*, its Islamic origins, *mahr* from the perspective of its Western adjudicators and *mahr* through the lens of the parties involved.

§2. *MAHR*: A COMPLEX, FUNCTIONAL AND INTERNALLY PLURAL ISLAMIC LEGAL INSTITUTION

Fournier lucidly introduces the reader to the broad, multifaceted spectrum of *mahr* as an Islamic legal concept in the first chapter. *Mahr* as assessed from a formalistic perspective, is structured by the following – for the purpose of this review the most relevant – characteristics:[6] it can be agreed upon by the spouses or set in accordance with the nuptial gift of women of a similar status. It becomes the personal property of the wife. Its settlement is usually divided into two portions: the prompt *mahr* to be paid upon (consummation of the) marriage, and the deferred *mahr* to be settled later, but ultimately on the occasion of divorce or death.

Fournier, however, demonstrates that *mahr* should not be understood as one single, uniform, autonomous and historically static concept within Islamic law. On the contrary, it appears to be a complex, even contradictory, functional and internally plural concept depending on its geographical and socio-political (place of) origin.

The differing interpretations of specific characteristics of *mahr* are illustrative in this respect. *Mahr* is considered to be a requirement for the legal validity of the marriage in view of the Maliki school of law, but a legal effect of the marriage by the other three schools of law, the Hanafi, Hanbali and Shafi'i. In the feminist debate *mahr* as a contract

5 Although it has to be kept in mind that nowadays in Western Europe the concept of multiculturalism is being rejected more and more and the multicultural society is considered to have become a failure.

6 P. Fournier, *Muslim Marriage in Western Courts,* p. 9–12; but see also Y. Linant de Bellefonds, *Traité de Droit Musulman Comparé*, tome II (Mouton & Co, Paris/La Haye 1965), p. 199–255; A.I. Doi, *Shari'ah: Islamic Law* (Ta-Ha Publishers Ltd., London 2008), p. 253–264.

is either 'one in which the Muslim woman is an independent and consenting party' as opposed to one in which 'the woman is taken to have signed the contract under duress', or a symbol of empowerment of and dignity for all Muslim women versus a marketplace value for a specific woman.[7]

By addressing the relationship between *mahr* and the larger system of Islamic family law (rules), Fournier then shows the economic and functional importance of *mahr* and the negotiating structure it creates for either spouse around the marriage. Through this functionalist perspective she distinguishes between *mahr* before marriage (initiation *mahr*), *mahr* at divorce (*talaq mahr*, *khul' mahr* and *faskh mahr*) and *mahr* after death (inherited *mahr*).[8] The lawful Islamic marriage confers a set of contractual rights to each spouse that is mirrored by a duty for the other spouse: the husband's rights to the wife's obedience and sexual availability versus the wife's rights to *mahr* and maintenance. The significant role of *mahr* in the marital relationship reveals its bargaining potentials for the spouses: until payment of the (prompt) initiation *mahr* the wife may suspend or refuse her marital duties while she remains entitled to maintenance. However, once the husband has paid (the prompt) initiation *mahr*, she has to fulfil her marital duties in order to remain entitled to maintenance.

Under Islamic family law each spouse has his or her own modalities for divorce with corresponding benefits and/or costs. *Talaq*, or the repudiation, the originally unilateral right of the husband to dissolve the marriage, involves the full payment of *mahr* to the wife as soon as the dissolution of the marriage is final (and maintenance during her waiting period, *'idda*). Thus *talaq mahr* may represent a 'deterrent *mahr*': the higher *mahr* is, the less likely it is that the husband will repudiate his wife and, vice versa, the more difficult it will be for the wife to obtain her preferred dissolution of marriage through *talaq* because of the financial disadvantages for the husband.

Khul', the repudiation by the husband on the demand of the wife in exchange for compensation, may entail the waiver of her right to the deferred *mahr* and even the return of the prompt *mahr* by the wife. *Khul' mahr* may thus serve as 'compensation *mahr*' for the wife in her request for divorce. Unfortunately, *khul' mahr* also appears to be an incentive for husbands to force their wives to *khul'* divorces in order to obtain a divorce without the corresponding financial obligations. They will even be rewarded. *Faskh* or *tatliq* is the judicial annulment of the marriage or divorce on a limited number of (fault-based) grounds such as specific diseases of or desertion by the husband, (mostly) initiated by the wife. This modality is most difficult for the wife to obtain due to the burden of proof on her, but it is also the most favourable for her from a financial perspective: she is entitled to *mahr* and maintenance during her waiting period, *'idda*.

In order to highlight the 'dynamics of *mahr* when being used as a tool of relative bargaining power by both parties "in the shadow of the law"', Fournier applies the

7 Ibid., p. 13–16.
8 Ibid., p. 17–23.

potential costs/benefits-analysis of divorce in relation to a high or low *mahr*.[9] Suppose that the Egyptian spouses Samir and Leila, living in Cairo, have contracted a *mahr* of $ 80,000 at their wedding: $ 5,000 as prompt and $ 75,000 as deferred *mahr*. Samir's yearly salary is $ 90,000 and Leila does not have a paid job. They want to divorce. Samir will be less inclined to issue *talaq* due to the high amount of *mahr*. Leila might consider a judicial divorce, but will then face high costs in respect of time, money and proof of evidence. Therefore she may be more inclined to provoke Samir to issue *talaq* through behaving as a 'bad' and disobedient wife. However, the high *mahr* may paradoxically result in a higher level of tolerance of such behaviour by Samir. The 'bad' behaviour of Leila may result in her being more vulnerable before family and community in respect of physical, verbal or economic abuse. Hence, she will probably balance the costs and benefits of a *khul'* divorce which is financially undesirable because of the waiver of *mahr*.

Conclusion: the high *mahr* has an eroding effect on Leila's bargaining power. This situation also illustrates that 'the law in the books' does not (completely) account for 'the law in action'. The legal framework related to *mahr* eventually does not totally regulate or 'control' the behaviour of the Muslim spouses, *id est* the ways in which they use *mahr* as a tool of relative bargaining power in diverse scenarios.

The formal and functionalist perspectives mentioned above clearly demonstrate that *mahr* 'permeates' the marriage before conclusion of the contract until after its dissolution. Furthermore, as *mahr* is considered to be, amongst others, a requirement for the legal validity of the Islamic marriage,[10] it features as symbolic for that marriage. Views such as that the marriage stands for sexual intercourse and that *mahr* is 'the expression, at the time of marriage, of the sale of a Muslim woman's vagina' also express that *mahr* symbolizes that marriage.[11] Hence, it explains the author's choice for the title 'Muslim marriage'.

Finally Fournier clarifies the internal pluralism: she provides examples of the treatment of *mahr* in legal theory and practice in Egypt, Tunisia and Malaysia.[12] The Egyptian *mahr* appears not to be the Tunisian or Malaysian *mahr*. This supports Fournier's conclusion that it is a hybrid, fragmented and disjointed *mahr* that travels to Western courts due to its non-homogenous places of departure.

9 Based on the approaches of distributional analyses and methodologies of Z. Mir-Hosseini, H. Hoodfar, R. Mnookin and L. Kornhauser, see P. Fournier, *Muslim Marriage in Western Courts*, p. 4 and p. 24–29.

10 In the view of the Maliki school of law, one of the four major Sunni Islamic schools of law.

11 P. Fournier, *Muslim Marriage in Western Courts*, p. 13.

12 Ibid., p. 29–33.

§3. *MAHR* AS A LEGAL TRANSPLANT IN WESTERN COURTS: THE PERSPECTIVE OF THE ADJUDICATORS

In Chapters 2 to 4 Fournier focuses on the reception and adjudication of *mahr* in four Western states: Canada, the United States, France and Germany. Western courts are usually confronted with *mahr* when Muslim women living in Western states claim its enforcement before a secular court upon dissolution of their Muslim marriages. Islamic legal institutions enter Western legal systems through one of two routes: either, as in France and Germany, through the route of private international law which often leads to direct applicability of Islamic family law rules being the law of nationality of (one of) the parties unless this infringes upon the state's public order principle; or, as in Canada and the United States, through the route of constitutional interpretation of Western domestic laws in which case the state's family law rules are directly applicable regardless of whether the spouses are citizens or residents.

In Chapter 2 the author presents the complete 'legal toolbox' of these Western courts in order to demonstrate their legal 'space of navigation' when adjudicating *mahr*.[13] In a comparative overview she demonstrates that the rules of contract, family, constitutional, and private international law (foreground rules) govern the adjudication of *mahr* not only separately, but also in relation to each other, and are constrained by principles such as freedom of religion, multiculturalism, legal pluralism, (formal and/or substantive) equality and *laïcité* (background rules). These background rules appear to differ considerably among the four Western states. This may result in different outcomes in the interpretation and the form of enforcement or non-enforcement of *mahr*, not only among, but also within these states.

Chapter 3 provides a comparative analysis of case law of the four states on the interpretation and enforcement of *mahr* put into the key of liberalism.[14] Processes of adjudication appear to be 'coloured' by 'numerous and often competing considerations'. Fournier's analysis clearly shows that Western courts do *not* pursue one single national approach towards *mahr*: they *all* apply approaches based on three different ideological camps with different consequences in terms of its interpretation, recognition and enforcement.

First, Fournier distinguishes the liberal-legal pluralist approach (LLPA), the multiculturalist understanding of *mahr* as religious and cultural expression of the Muslim (minority) group. Law in the view of the LLPA is not synonymous with one specific state-made law. It rather represents (also non-state) legal rules as a result of human interaction in general, the 'legal dimensions of everyday life' or different legal orders and cultures 'operating in the same social and geographical space'. Fournier demonstrates that under the LLPA *mahr* is held as culturally and religiously legitimate and therefore has to be

13 Ibid., p. 35–62.
14 Ibid., p. 63–100.

recognized and consequently enforced or not enforced: but it is also, contradictorily, held as 'utterly foreign' and should therefore not be recognized and consequently not be enforced.

In a Canadian case, for example, *mahr* has been recognized and enforced as a marriage agreement *next to* a division of marital property under the Canadian statutory regime as the issue was framed as a minority rights one.[15] One should realize that the marriage agreement normally replaces the marital equitable regime under Canadian statutory law. Fournier also shows the opposite dimension of the LLPA. Here the Canadian court has refused to culturally recognize and, consequently, not to enforce *mahr*.[16] The court considered *mahr* as 'an Islamic religious matter' which as such rendered the marriage agreement unenforceable in a secular, civil court. Had the parties drawn up a marriage agreement in a non-Muslim, secular context, the court would probably have enforced such an agreement.

According to the second, the liberal-formal equality approach (LFEA) *mahr* is viewed as a secular contract representing the will of the parties. Under the LFEA, law consists of rules of formal logic produced by the state. The LFEA is characterized by individuality which implies minimal state interference with free choice, neutrality, blindness to outcomes and equal opportunities. Therefore, contrary to the LLPA, *mahr's* religious or Islamic character is irrelevant in deciding upon its validity. Under LFEA *mahr* is either an enforceable or a non-enforceable contract in the view of Western courts. In the former case the Canadian and American courts have translated *mahr* as a marriage, or ante-nuptial agreement, or as a contractual, monetary obligation since it corresponds to legal definitions in, for example, the Canadian Family Relations Act, the American General Obligations Law, or other contract laws.[17] German courts have classified *mahr* as contractual matter, *id est* a legal debt or a gift, upon which, in accordance with German private international law, the law of the domicile related to contracts is applicable.[18] In France, *mahr* appeared to be enforceable as a contractual condition of the marriage under Islamic Family Law.[19]

However, the analysis of case law also demonstrates an opposite outcome under the LFEA: the unenforceability of *mahr* as a contract due to the fact that the courts' domestic contract (or other) law requirements were not met because of vagueness in the

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15 *Nathoo v. Nathoo* (1996) BCJ No 2720 (SC) as described in P. Fournier, *Muslim Marriage in Western Courts*, p. 66–70.

16 *Kaddoura v. Hammoud* (1998) 44 RFL (4th) 228, 168 DLR (4th) 503 (OntGD) in P. Fournier, *Muslim Marriage in Western Courts*, p. 76–79.

17 See e.g. *Amlani v. Hirani* 2000 BCSC 1653, 194 DLR (4th) 543; *Aziz v Aziz* (1985) 127 Misc2d 1013, 488 NYS2d 123 (SupCt) in P. Fournier, *Muslim Marriage in Western Courts*, p. 82–86.

18 *Hamm FamRZ*, 1988, 516; *Amtsgericht Buende*, 25 March 2004, 7 F 555/03, unreported, in P. Fournier, *Muslim Marriage in Western Courts*, p. 86–87.

19 In: *Cour de Cassation*, 1ère Chambre Civile, 2 December 1997; in P. Fournier, *Muslim Marriage in Western Courts*, p. 87.

formulation of its content or terms, lack of consent and consideration, and exception of abstractness.

The third, the liberal-substantive equality approach (LSEA) represents a 'fair/ gender- sensitive' understanding of *mahr*. The LSEA starts from the assumption that the world is characterized by, amongst other things, gender domination resulting in the socially and economically inferior position of oppressed groups such as women. Therefore, the state has to provide and guarantee substantively equal outcomes. Case law shows that *mahr* has consequently been enforced as readjustment to alimony or on the basis of gender equity standards, even though the wife initiated the divorce. However, it also appears that *mahr* has not been enforced because of fairness principles between the spouses based on equity, unjust enrichment, substantial justice and public policy considerations. Fournier concludes that the LSEA through basing the (non-) enforcement of *mahr* on gender equity principles, results in the distortion of the function of *mahr* in regard to Islamic family law.

Fournier continues with her analysis of the reception of *mahr* as ideology and subjectivity by Western courts in Chapter 4.[20] She highlights the existence of four dualistic contradictions in its adjudicative process: the doctrine-outcome contradiction, the ends-means perversity contradiction, the state-church/disentanglement-intensification contradiction and the state-church/Western-Islamic contradiction. In doing so she not only critiques these approaches, but also provides the reader a way in which to think about the process of adjudication. The following outcome in a Canadian case under the LLPA is exemplary for the ends-means perversity contradiction: the British Columbia court required a husband to pay $ 51,250 as *mahr*, however this was added to an amount of $ 101,911 due to the division of family assets and $ 2,000 as monthly spousal support, to his wife.[21] So, the court cumulatively applied 'Islamic' as well as Canadian family law. The legal means of the Western court could clearly not produce the result hoped for, the legal transplantation of *mahr*. Had it thus only applied Islamic law and enforced *mahr* as Islamic legal institution, the wife would have received only *mahr* and maintenance during her waiting period.

Another contradiction based on the state-church/Western-Islamic binary, leads to the Western courts' focus on the differences *between* the Islamic and Western legal systems. Hence, these courts not only neglect the *similarities between* but also the *differences within* or the *hybridism* of these legal systems such as the mixed civil and religious character of Islamic law or the existence of the dower as the equivalent of *mahr* in Western legal systems. Consequently, Western courts, according to Fournier, overemphasize the Islamic, religious and divine character of *mahr* while they disregard

20 P. Fournier, *Muslim Marriage in Western Courts,* p. 101–136.

21 *M. (N.M.) v. M. (N.S.)* 2004 BCSC 346, 26 BCLR (4th) 80, in P. Fournier, *Muslim Marriage in Western Courts*, p. 108.

its contractual nature. The result is that *mahr* is considered as a non-civil law issue and therefore as non-enforceable.

§4. *MAHR* AS A LEGAL TRANSPLANT IN WESTERN COURTS: THE PERSPECTIVE OF THE PARTIES

The ends-means perversity contradiction appears to be performed by the parties themselves as well. Fournier therefore introduces Holmes' 'bad man/bad woman' theory: the 'bad person' is strategic in trying to get the best possible result in the courtroom and is, thus, only interested in the material and not in the moral consequences.[22] Fournier's analysis of case law demonstrates that the parties balance the gains and losses of claiming either enforcement or non-enforcement of *mahr* on religious or secular grounds in relation to Islamic and Western law. The parties use religion in distorted ways or constructions of Islamic law that do not exist or do not match Islamic legal doctrine in order to get or not to pay *mahr* and even more. Consequently, the Muslim 'bad husband' does not want *mahr* to be enforced. He argues, for example, that the secular court has no jurisdiction or no expertise in religious matters such as *mahr*; or that the secular court by enforcing *mahr* would violate the principle of the separation of church and state (*laïcité*). He also wants the best economic outcome and claims alimony and a 50/50 division of the family property on secular grounds.

The Muslim 'bad woman' strives for the best possible economic outcome through enforcement of *mahr*, and/or the claim for division of family assets and alimony. She contends that *mahr* is a secular contract; or that she has never heard of the waiver of *mahr* in the case of a *khul'* divorce but for the wife who has cheated on her husband which she claims she has not done; or that the waiver of *khul' mahr* is discriminatory as it violates the principle of gender equality.

In Chapter 5 Fournier reintroduces the fictitious couple Leila and Samir.[23] In doing so, she demonstrates the subjective significance of the adjudication of *mahr* in terms of distributive effects for Muslim women, through the various representations by 'Leila'. First, she analyzes the economic outcomes of the adjudication process in order to identify disparities in the distributional effects for differently situated Muslim women such as the religious Muslim women, the secular ones, the rich, educated Muslim women, or the poor, head of household Muslim ones. In Chapter 3 it has already been demonstrated that the economic outcomes for the same Muslim woman may vary depending on the ideological approach that has been adopted by the judge. After this Fournier examines *mahr* in its wider context of the background legal rules and social norms which are the 'rules of the game' and thus determine the bargaining power in the

22 P. Fournier, *Muslim Marriage in Western Courts*, p. 110–117.
23 Ibid., p. 137–147.

dispute on *mahr* between the husband and wife. It appears that *mahr* can be empowering or disempowering, a bonus or a penalty for Leila either through its enforcement or its non-enforcement depending on the concrete circumstances.

For the German-Egyptian Leila, for example, seeking a divorce under the impression that German law would be applicable, the enforcement of *mahr* turned out to be a penalty. The German court applied Egyptian (Islamic) law according to its private international law rules and held that she had to give up her right to the deferred *mahr* and to pay back the prompt *mahr* as she had initiated the divorce. For the French-Malaysian Leila, on the other hand, the non-enforcement of *mahr* was a bonus. She successfully argued that *mahr* violates the French public policy as it represents the sale of the vagina and, thus, is the ultimate form of discrimination against women. Instead the court applied the Western equity standards and as a result she received half of the matrimonial assets.

In Chapter 6 Fournier answers the initial question about how Western states should deal with unfamiliar and alien (Islamic) institutions and forms of law, or, more generally, with legal migration. She argues that Western courts in adjudicating identity claims of minorities, ought to pay attention to the distributive consequences thereof rather than to their recognition or to doctrinal consistency.[24] Parties may, for example, have interests as opposed to recognition…

§5. CONCLUSION

Fournier's 'Muslim Marriage in Western Courts; Lost in Transplantation' definitely does what it promises to do: it explores the legal migration of one specific legal institution, *mahr*, symbolizing the Muslim marriage, from its Islamic legal origin to its adjudication in Western courts *in all its dimensions*. Fournier demonstrates that legal transplantation cannot be done 'unpunished': the authentic character of the legal institution gets lost in transplantation! During its 'travel', the Islamic legal institution is exposed to many approaches, ideologies, and interpretations within and across its home and host countries. Its adjudicators although presenting themselves as neutral, appear not to be devoid of ideological influences. The parties as stakeholders employ bargaining strategies for their personal gain and benefit. Consequently, Islamic and Western family law rules are being transformed in Western courts as a result of the parties' actions to transform the black letter law into law in action. Consequently, *mahr* as a legal transplant undergoes a transformation that cannot be reversed! And, as *mahr* is representative for any legal institution whatsoever, this may be true for every legal institution 'in transplantation'.

Moreover, the book reveals that pluralism can not only be found in the sources of law, but also in the strategies of the parties involved, the decision-making processes and the outcomes. Thus, the book advocates the significance of the distributive consequences

[24] Ibid., p. 151.

of (for example *mahr*'s) adjudication rather than (its) recognition. In this respect, Fournier's book is an extremely valuable contribution to the field and to the debates about how domestic (Western) courts should deal with foreign, alien legal institutions such as Islamic *mahr*.

Fournier even does more than the book promises: through her innovative multidisciplinary, critical legal thinking and legal realist approach, and her consequent methodological framework of analysis, she has added a totally new and rich dimension to the legal comparative technique. In view of the impressive quantity of ideologies, methodologies and legal techniques employed by her, she has nevertheless succeeded in composing a well-structured, clearly-written, accurately documented and, at the same time, surprisingly compact book of only 151 pages (without appendices and so forth).

Muslim Marriage in Western Courts is absolutely a refreshing eye-catcher compared to other books on similar topics in the field. The latter, in general, are lacking in such a multidisciplinary approach and framework of analysis and, therefore, do not highlight all the dimensions of the topic involved. The book is an invaluable addition to the library of every academic and legal practitioner who is interested in multiculturalism, legal diversity, comparative Law, Islamic law/Islam, private international law, transnational law, human rights, socio-legal approaches, or critical legal studies (which deserves a place at the top of a pile of books). Finally, it may be recommended as guidance for all researchers dealing with these legal areas and/or topics in order *not* to (also) get lost in transplantation and transformation.

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