

Customary Profit Sharing Scheme Of Cattle In Subdistrict Of Indrajaya Pidie

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Abstract

Background: Profit sharing contract in Subdistric of Indrajaya is conducted verbally based on trust, but in its implementation profit sharing of cattle is not in accordance with customary law. It is resulted from recklessness and misunderstandng between cayyle owners and the farmers causing a dispute. The dispute arises amid the period of cattle raising and profit sharing.

Materials and Methods: This is empirical juridical research methods, namely research in the form of empirical studies to find theories regarding the process of working law in society.

Results: The implementation of the cattle production sharing agreement between cattle owners and breeders in Indrajaya District is still carried out verbally or not in writing. In the implementation of profit sharing, there are differences between male and female cattle. Obstacles in the implementation of the cattle production sharing agreement, namely the loss of cattle due to negligence of the breeder and lack of supervision from the owner of the cow so that the breeder is negligent in carrying out their duties.

Conclusions: The settlement of disputes that occur from this cattle production sharing agreement is by way of deliberation or family.

Date of Submission: 14-01-2022

Date of Acceptance: 29-01-2022

I. INTRODUCTION

Traditions and culture, especially those related to economic transactions in Acehese society, have been practiced for a long time before economic theories and concepts emerged as they are today. The tradition that has been passed down from generation to generation has taken root without being eroded by the influence of the times that are developing rapidly. One of the traditional forms of cooperation in the productive management of property is known as the mawah tradition, which is related to the agreement on the distribution of livestock products in indigenous peoples. Usually this mawah tradition is applied in the field of animal husbandry and agriculture.

In Indonesian Customary Law, the implementation of this profit-sharing agreement is known as *deelwinning*, which is a process in which livestock owners hand over their livestock to other parties to be reared and share the livestock products or to increase the selling value of the livestock.¹

According to Ter Haar, the livestock production sharing agreement is that the livestock owner submits his livestock to another party to be maintained and share the livestock produce or increase the value of the animal. In West Sumatra (Minangkabau) livestock production sharing agreements are known as "paduan taranak" or "saduwan taranak".² Meanwhile, in the Acehese adat community, the livestock production sharing agreement is known as mawah, hereinafter referred to as the livestock production sharing agreement.

According to customary law, the livestock production sharing agreement is a familial relationship. In this agreement, the delivery of achievements from one party to another is carried out on the basis of trust, between people who already know each other from members of certain community groups or from their own relatives.

The important element of the livestock production sharing agreement is an agreement that is trust and kinship. This element is then stated in the form of an oral agreement that occurs on the basis of an agreement between the livestock owner and the breeder. However, along with the times, profit-sharing agreements made in indigenous peoples are not only in oral form but are also made in written form, including livestock production-sharing agreements to ensure legal certainty.

However, the livestock production sharing agreement in Indrajaya District, Pidie Regency does not use a form of cooperation (agreement) which is carried out in written form. In general, the people of Indrajaya Sub-district only make agreements for livestock production orally as per the existing rules according to local customary law.

¹ Soerjono Soekanto, *Hukum Adat Indonesia*, Raja Grafindo Persada, Jakarta, 2005, p. 211.

² *Ibid*, p.46

In practice, livestock production sharing agreements are managed in the form of livestock that have a high selling value, such as cattle, buffalo, goats, sheep and other livestock. There are two types of livestock production sharing agreements, namely profit sharing agreements for fattening and profit sharing agreements for the children of the livestock. Profit sharing for fattening, namely male livestock and child profit sharing for female livestock.

If someone raises another person's livestock for a fattening profit-sharing agreement, for example a bull, then both parties first estimate how much the cow costs at that time, for example, the initial price of a bull is Rp. 5,000,000, - after that both parties, namely the owner of the cow and the farmer, made an agreement to hand over the cow to be raised by the breeder. After an interval of 2 years or 3 years, the cattle that have been kept are Rp. 9,000,000, -, then the profit earned is Rp. 4,000,000, - which is then divided in half between the cattle owners and the breeders who maintain the cows. The distribution is done after the initial price of the cow is separated.

Based on the research that has been done, in the Ulee Gampong Mosque Village, there are two breeders who make an agreement for the production of cattle. In Dayah Bie Village, there is one farmer who entered into a cattle production sharing agreement, and in Balee Baroh Bluek Village, there are two farmers who entered into a cattle production sharing agreement.

The concept of livestock production sharing that has been applied by the Acehnese people since the first, there are still many obstacles faced by cattle owners, even though the purpose of the livestock production sharing agreement is to seek profit but in reality it is not always profitable. Among them are cattle owners who cannot do maximum monitoring of the development of their livestock which has been given to farmers to be kept. Therefore, not a few of the livestock owners suffered losses due to the negligence of the breeders, moreover most of the livestock in the Indrajaya District, Pidie Regency, wandered the streets looking for their own food and the distribution of results was not appropriate.

Based on the background described above, the formulation of the problem in this study is how to implement a profit sharing agreement (mawah) for cattle between farmers and cattle owners in Indrajaya District, Pidie Regency, how to share the results (mawah) of cattle in Indrajaya District, Pidie Regency. and how to resolve it if there is a dispute between the two parties.

II. MATERIALS AND METHODS

In this study, using empirical juridical research methods, namely research in the form of empirical studies to find theories regarding the working process of law in society.³ A qualitative approach is a research method that will produce analytical descriptive data, namely what is stated by the respondent orally is researched and studied as a whole with a view to obtaining facts related to the subject matter to be studied. Qualitative approach is a research approach based on phenomenology and constructivism paradigm in developing science.⁴

III. RESULTS

Profit sharing is an institution that has long been known in various regions in Indonesia. There are many variations of profit sharing, but the principle is the same, namely there is an agreement between two parties who contribute something in the form of assets, labor, capital or skills and each of them is entitled to the results obtained according to a predetermined portion. The livestock production sharing agreement occurs because the livestock owner submits or entrusts his livestock to someone to be cared for and maintained. The livestock production sharing agreement in Aceh is known as mawah.

IV. DISCUSSION

1. Form of Implementation of Cattle Production Sharing Agreements between Farmers and Cattle Owners in Indrajaya District

Indrajaya District, Pidie Regency consists of 49 villages. In this case, the research locations are the Gampong Mesjid Ulee Gampong, Gampong Dayah Bie, and Gampong Balee Baroh Bluek, because these three villages have a lot of cattle farmers. Working as a farmer is the main job for some people from the three villages, but for some people working as a breeder is a side job, so that the results of raising livestock are used as additional income to meet their daily needs..

The livestock production sharing agreement has traditionally been going on for generations and is easy to do.⁵ The livestock that are kept are not entirely their own, but the livestock are mostly owned by other

³ Bambang Sunggono, *Metode Penelitian Hukum*, Rajawali Pers, Jember, 1996, p.42

⁴ Yanuar Ikbar, *Metode Penelitian Kualitatif*, Refika Adimata, Bandung, 2012, p. 146.

⁵ Saputra, Chief of Village of Gampong Balee Baroh Bluek, *interview*, date 25 May 2021.

people.⁶ Where the implementation of cattle profit sharing is usually carried out by cattle owners who want to use their cows for raising livestock and to gain profits by cooperating with breeders. So that the owner of the cow does not have to raise his own cow and still gets the profit from the cow.⁷ In general, the owners of these cattle are those who have a middle to upper level of economic life and do not have enough time and expertise to raise their cows.⁸

The owner of the cow only provides the capital/livestock, while in the maintenance of the livestock it is maintained by someone else.⁹ Regarding the implementation of the agreement and how the profit sharing is carried out based on the agreement, the form of the agreement is adjusted to the conditions of the parties who make the agreement for the production of the cattle.¹⁰ The implementation of the cattle production sharing agreement in Indrajaya District, the initiative to enter into the agreement came from the cattle owners because most of them were unable to raise their own cattle due to several factors, such as lack of time, not having the expertise to raise cattle, not having a place to raise cattle. cows, and so on.¹¹

There is usually no written agreement or agreement on the production sharing agreement for cattle in Indrajaya District. Cooperation between cattle owners and farmers is only verbal and is based on mutual trust and usually the breeder is someone who is well known to the cattle owner or people close to the cattle owner.¹² The community also considers the unwritten agreement to be a practical and easy way to do it, unlike the written agreement.¹³ If the cattle owner and the farmer want to carry out the agreement, then once an agreement is made, it can be made immediately without the need for formal requirements procedures and without involving other people as witnesses.¹⁴ However, if the livestock production sharing agreement is for bulls, at the time of delivery of the bulls to the breeders, the initial price of the bulls is estimated by presenting a person who is an expert in this matter (cow agent).¹⁵

The habit of making oral agreements is carried out on the basis of the principle of trust that is firmly held and underlies the relationship between the cattle owner and the breeder. This mutual trust arises because previously good relations have been established between the parties who are established because of the relationship of relatives or relatives or neighbors, or in other words the cattle owners are well acquainted with the breeders.¹⁶ This agreement for the production of cattle rearing involves several things or provisions that must be mutually agreed upon, namely, among others, the ownership of the mother cow, the distribution of the results of its maintenance and the risks that must be borne by each party.¹⁷

It is difficult to determine the time period for the cattle production sharing agreement, because the time that is considered the most profitable for the parties is when the female cattle have produced calves and when the bulls are in a worthy condition for sale. So don't let the time depend on the type of livestock and the age of the livestock at the time of delivery.¹⁸

Although the agreement for the production of cattle is for profit, in reality it does not always get a profit.¹⁹ In the absence of a written agreement between the owner of the cattle and the owner of the livestock, the parties do not use the legal system that has been promulgated. Therefore, the parties here use customary law as the law that applies to both parties.²⁰ The form of agreement in terms of profits and losses in this profit-sharing system is still traditional. The agreement is only a verbal agreement based on high mutual trust between the two parties and there is no written agreement yet. This causes the absence of strong legal legitimacy if one of the parties defaults.²¹

From the results of the interview above, the agreement for cattle production sharing between cattle owners and breeders in Indrajaya District is still in the form of an oral or unwritten agreement based on a sense of trust. The agreement for the production of cattle orally begins to bind the parties if the parties have agreed

⁶ Abdul Hamid, Chief of Village Dayah Bie, *interview*, date 25 May 2021.

⁷ Teuku Zulfikar, Chief of Village Mesjid Ulee Gampong, *interview*, date 24 May 2021.

⁸ Teuku Bahagia, cattle owner, *interview*, date 24 May 2021.

⁹ Saputra, Chief of Village Balee Baroh Bluek, *interview*, date 25 May 2021.

¹⁰ Razali, cattle Owner, *interview*, date 24 May 2021.

¹¹ Muhammad Yusuf, cattle owner, *interview*, date 25 May 2021.

¹² Cut Hamidah, cattle owner, *interview*, date 26 May 2021.

¹³ Zainuddin, cattle owner, *interview*, date 26 May 2021.

¹⁴ Imran Hamid, cattle owner, *interview*, date 26 May 2021.

¹⁵ Ibrahim, cattle owner, *interview*, date 24 May 2021.

¹⁶ Nasrullah, cattle owner, *interview*, date 25 May 2021.

¹⁷ Teuku Bahagia, cattle owner, *interview*, date 24 May 2021.

¹⁸ Razali, cattle owner, *interview*, date 24 May 2021.

¹⁹ Imran Hamid, cattle owner, *interview*, date 26 Mei 2021.

²⁰ Teuku Zulfikar, Chief of Village Masjid Ulee Gampong, *interview*, 24 May 2021.

²¹ Abdul Hamid, Chief of Village Dayah Bie, *interview*, 25 May 2021.

and at the time of handing over the cattle from the owner to the farmer. There are two possibilities of delivery that can be done, namely, the owner of the cow can hand over the cow directly to the farmer and the parties can also come to the animal market to buy the cow together. If the cow is already in the hands of the owner, when submitting it to the farmer, the price of the cow is given in advance by inviting an expert (cow agent). So at that time there was a verbal contract directly and there were rights and obligations between the cattle owner and the breeder.

2. How to Divide the Profit Sharing of Cattle in Indrajaya District

The implementation of the cattle production sharing agreement that occurred in Indrajaya District was carried out in accordance with the profit-sharing system that had been regulated in advance by customary law. In the distribution of the results of the profit sharing agreement, there are differences between female cattle and male cattle.²²

If the object of the profit-sharing agreement is female cattle, then the profit-sharing is divided. If the female cow gives birth to a child for the first time, either a female or male, then the profit-sharing is divided by for the owner of the cow and for the breeder, and if the female cattle are born The first results have not been divided and are still maintained by the breeder, if the female cattle give birth to either male or female then the profit sharing is for the breeder and for the owner of the cow, the first mother of the female cow remains the right of the owner of the cow.²³

In the distribution of profit sharing for children from the first calf of this female cow, there are many mistakes on the part of the cow owner. Cow owners think that the rights to their livestock will remain the same, that is, they will be divided in half.²⁴

If the object of the profit-sharing agreement is bull cattle, then the profit sharing is divided in half by first reducing the capital. The part that is divided in two is the net profit after deducting the capital. For example, the bulls after being reared for several years are then sold at a price of Rp. 12,000,000,- the price is then reduced by the initial capital of the owner of the cow at the time of handing over the cow to the cow keeper, which is worth Rp. 6,000,000, then the profit is Rp. 6,000,000, the profit which is divided by two for the parties, Rp. 3,000,000 for cattle owners and Rp. 3,000,000 for breeders.²⁵

Usually the profit-sharing agreement with the object of this male livestock aims to make a profit only from the sale. Where the owner of the first cow buys bulls that are still small which are then given to farmers to look after and manage the cattle until they are suitable for resale at a better price and make a profit.²⁶

The dispute in the cattle production sharing agreement does not only occur at the time of sharing the results, but also occurs during maintenance. The dispute occurred because of negligence on the part of the farmer in maintaining the cow, causing the cow to not gain weight and experience a decrease in price when resold. And the cows were lost because they weren't put in the cage at night.²⁷

3. How to Settle Disputes Between the Two Parties

If there is a dispute between the parties, it will be resolved by way of deliberation. This deliberation involved the keuchik as the person in charge of the gampong. Usually the parties comply with the results of the deliberation carried out. The parties took the path of deliberation because the parties already knew each other before they entered into the agreement, and it could be that the breeder is his own brother.²⁸

Regarding this, the parties are very enthusiastic about resolving disputes by way of deliberation, because they can maintain their kinship relationship and the parties will be more receptive to any decisions from the keuchik later, so that if the disputes that occur are resolved through court, it is feared that the kinship relations between the parties will be lost.²⁹

Maka jelaslah upaya yang ditempuh pemilik sapi dan peternak apabila terjadi perselisihan hanyalah menempuh jalan damai dengan cara kekeluargaan atau musyawarah. Cara ini dianggap sebagai cara damai untuk memperoleh haknya masing-masing sebagai akibat dari tidak dilaksanakannya perjanjian bagi hasil (mawah) ternak sapi dengan benar antara pihak tersebut.

²² Saputra, Chief of Village Balee Baroh Bluek, *interview*, 25 May 2021.

²³ Razali, cattle owner dan Muhammad Yusuf, cattle raiser, *interview*, 24 May 2021.

²⁴ Zainuddin, cattle raiser, *interview*, 25 Mei 2021.

²⁵ Cut Hamidah, cattle owner dan Ibrahim cattle raiser, *interview*, 24 dan 26 May 2021.

²⁶ Nazarullah, cattle raiser, *interview*, 25 May 2021.

²⁷ Razali, cattle owner, *interview*, 24 May 2021.

²⁸ Abdul Hamid, Chief of Village Dayah Bie, *interview*, 25 May 2021.

²⁹ Saputra, Chief of Village Balee Baroh Bluek, *interview*, 25 May 2021.

V. CONCLUSION

Based on the description stated above, it can be concluded that the cattle production sharing agreement in Dayah Bie Village, Ulee Gampong Mosque Village, and Balee Baroh Bluek Village, Indrajaya Sub-district, Pidie Regency, there is no written bond or agreement regarding cooperation for cattle production sharing. Cooperation between cattle owners and farmers is only verbal and is based on mutual trust and usually the livestock keepers are people who are well known to the cattle owners or people close to the cattle owners. There are two ways of dividing the results of cattle in Daya Bie Village, Ulee Gampong Mosque, and Balee Baroh Bluek Village, Indrajaya District, Pidie Regency, namely if the object of the profit sharing agreement is female cattle, then the distribution of the results if the female cow gives birth to children for For the first time, both female and male, then the distribution of the results is divided by for the owner of the cow and for the breeder. However, if the results of the first-born female cattle have not been divided and are still maintained by the breeder, so that internally the female cows give birth to either male or female, the profit sharing is for the breeder and for the cattle owner. The first mother of the female cow remains the right of the owner of the cow. Meanwhile, if the object of the profit-sharing agreement is bull cattle, then the distribution of the results is divided in two by first reducing the capital. The portion divided by two is the net profit after deducting the capital. The settlement of disputes that arise from the cattle production sharing agreement is by way of deliberation or kinship, this is done because the parties to the agreement already know each other well before and basically these breeders are close relatives of the cattle owners..

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Ilyas, et. al. "Customary Profit Sharing Scheme Of Cattle In Subdistrict Of Indrajaya Pidie ." *IOSR Journal of Humanities and Social Science (IOSR-JHSS)*, 27(01), 2022, pp. 24-28.