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CODES OF CUSTOMARY SMALL RUMINANT
SHARING ARRANGEMENTS IN INDONESIA

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ABSTRACT

A field, case study was conducted to identify the codes of customary small ruminant sharing arrangements in the Bogor District, Indonesia in October 1988. It is concluded that this traditional arrangement is unrecorded (unwritten) in order to obtain economic gains with a common standard or arrangement of rights and responsibilities and non-time limits. The economic collaboration may be ended by any side of the collaborators with or without the precedence of a conflict. This profit sharing practice is classified as a customary code on the fact that the code is unwritten and has long been effect, at least in Java and Outer-Java transmigration areas. This small ruminant sharing arrangement, however, lacks in "arbitration" attribute.

KODE ADAT-KEBIASAAN PENGGADUHAN KAMBING/DOMBA DI INDONESIA

ABSTRAK

Suatu studi kasus dilakukan untuk mengidentifikasi peraturan adat-kebiasaan (tradisional) penggaduhan ternak kambing dan domba di Kabupaten Bogor pada akhir bulan Oktober 1988. Hasil studi lapang ini menyimpulkan bahwa kerjasama bagihasil ternak sistem tradisional ini dilandaskan pada peraturan tidak tertulis, bertujuan untuk mendapatkan keuntungan ekonomi bersama, dengan hak dan kewajiban standar (berlaku umum) atau disetujui bersama, tanpa batas waktu, dan pemutusan hubungan kerjasama oleh salah satu pihak dengan atau tanpa didahului oleh konflik. Menurut hukum, penggaduhan ternak ruminansia kecil ini dapat digolongkan ke dalam kode adat-kebiasaan karena tidak tertulis dan berlaku umum, sekurang-kurangnya untuk Jawa dan daerah-daerah transmigrasi Luar-Jawa. Akan tetapi, hukum adat bagihasil ternak ini tidak mempunyai atribut hukum "adanya wewenang".

INTRODUCTION

Animal sharing arrangement is a common phenomenon in small ruminant production system in the rural areas of Java (Sabrani, et al., 1982; Ithalaw, 1983, and Sjahrir Mawi, 1989) and Outer-Java transmigration areas (Mink, 1982). The collaboration between two sharers --- an owner and a raiser of shared animals --- is arranged orally (unrecorded). Some modifications on this traditional practice have also been made and applied by many governmental and non-governmental institutions in order to increase the animal productivity and the farmers' income (Rangkuti, et al., 1984). The rules of this customary sharing practice, which dominates the entire systems introduced into rural areas, however, has not been fully understood. A short case study, in terms of law of sociology, may hopefully disclose this customary small ruminant sharing arrangement.

METHODOLOGY

A survey was conducted by the end of 1988 in twelve subdistricts of Bogor District, i. e. Cijeruk, Ciomas, Ciampea, Cibungbulang, Leuwiliang, Rumpin, Cigudeg, Jasinga, Jonggol, and Cariu.

Thirty seven farmers, who had been collaborating with BPT/SR-CRSP in a project called Outreach Pilot Project (OPP) since 1984, were interviewed. (Further information on OPP, see Mawi and Gaylord, 1986). They were all questioned about their involvements or experiences in goat/sheep sharing arrangement before joining the OPP. Thanks to this long-term pilot project, this researcher knew them very well and could easily obtain the data and information required for this study, especially those which are obtained through a recall system.

The organization of this paper comprise bases, aims, rights and obligations, periode of time, supervision, conflict and sanction, and sharing the results of collaboration.

RESULTS AND DISCUSSION

It was found that five out of 37 respondents interviewed had

no experiences in sharing arrangement before joining the OPP, neither as owners nor as raisers of the shared animals. Altogether there were 60 arrangements which had been made by the 32 experiencing farmers (see Table 1). It shows that the majority of the respondents had involved once or twice in goat/sheep sharing arrangement, implying that it was not difficult for them to recall their past experiences in sharing arrangements.

Table 1. Number of farmers and sharing arrangements made by the farmers before joining the OPP

Frequencies of involvements	# respondents		# arrangements	
	person	percent	person	percent
0 time	5	14	0	0
1 time	14	38	14	23
2 times	12	32	24	40
3 times	2	5	6	10
4 times	4	11	16	27
T o t a l	37	100	60	100

Bases of Agreements

Like land rent, crop sharing arrangement, and other customary laws (Soekanto, 1976), small ruminant sharing arrangement is also orally arranged traditionally. The two sides (owner and raiser) collaborate on the basis that, though without any written document, they trust each other. This inter-trustworthiness may arise if they know well each other, which is influenced by kinship and frequency of meeting. The closer the kinship the higher the possibility to collaborate, and likewise the more frequent they meet each other (informally) the higher the possibility to collaborate. The frequency of the informal meeting is influenced by places of residences and employment. Table 2 shows data on the relationship between the two collaborators of small ruminant sharing arrangement in terms of kinships, residences, and places of works.

Table 2. Relationships between owners and raisers of shared animals (N = 60)

Types of relationships	Percent
1. Kinships:	
a. Close/far relatives	32
b. Others (neighbours/acquaintances)	68
	— 100
2. Residential and work place relationships:	
a. Reside and work in the same subvillage	40
b. Reside and work in the same village	22
c. Reside in two different, bordering villages	16
d. Reside in one place, work at two far-separated places	12
e. Reside in two far-separated places, work at one place	5
f. Reside and work at two far-separated places	5
	— 100

Only five percent of the pairs of owner-raiser resided and worked at two far separated places. In fact, the collaborations were made on the basis of kinships.

Kinships, residences, and places of works are particularly, in terms of supervision, very important for the interest of the owners. It seems to be a unique supervision (control) system in traditional economic collaborations of rural areas.

Aims of Collaboration

It was found that there were two reasons why the raisers were willing to accept the animals offered by the owners. Firstly, the easiness of obtaining "investment credits" --- in the form of animals; the system has hardly any bureaucratic, formal ties. Secondly, the raisers need to increase the number of their present animals. On the other hand, the owners offered their animals to be raised by the raisers because (1) they had no spare time or enough labor to look after the animals, (2) the raisers asked them for the shared animals to be raised. Both parties in the arrangement have the same commercial purposes.

Rights and Responsibilities

Original animals. To begin a collaboration an owner has to provide an animal or animals to be raised by a raiser. The original

animals to be raised by the raiser are always mature females (see Table 3). We may occasionally find mature males or immature animals shared by the two collaborators. In this case they functioned as supplementaries. Some raisers had raised mature males (rams or bucks) because they received a relatively number of original shared females (more than five heads). Moreover, he had no mature males to mate the females. Likewise, Immature, preweaning lamb or kid has to be shared following its shared mother. A castrated mature sheep was reported to have been shared among some shared mature females. Of course it was used for a productive (fattening) purpose only.

Table 3. Kinds and number of animals shared per arrangement (N = 6)

Kinds & number of animals	Percent
1. Kinds: a. Mature females only	86
b. Mature females + lambs/kids	5
c. Mature females + mature male	2
d. Mature females + lambs/kids + mature males	5
e. Mature females + castrated male	2
	--- 100
2. Number: a. 1 head	47
b. 2 heads	33
c. 3 heads	9
d. 4 heads	2
e. 5 heads	2
f. >5 heads	7
	--- 100

There seems to be no limit on the number of animals to be shared in one arrangement in one period of time. It depends on the ability of a raiser to raise and an owner to provide the animals. In general, the number of animals shared per arrangement is around one and two mature females (Table 3), implying a maximum number of shared animals that can be raised by a raiser in one period of time. This data confirms the findings of Sabrani and his associates (1982) and Ihalau (1983). The data also explains the experiences of OPP farmers who received five mature females plus one mature male from the project but one or two years later complaining of too many animals to be raised by them.

Housing. An animal house may be provided by either side of the two sharers, depends on the availability of the house owned by the raiser or the financial/material ability of the owner. It may also be provided financially or materially by both sides. Thus, it can be negotiated between the two sharers.

Table 4. Shared animal house provider (N = 60)

Providers	Percent
1. Raiser	54
2. Owner	23
3. Raiser plus Owner	23

T o t a l	100

Labor. Feed collection and feeding the animals, caring and medic- ating unhealthy animals are absolutely in the hands of the raiser. Likewise, building and repairing the animal house are the responsibility of the raiser alone.

Period of Time

There seems to be no limit of time of collaboration in this traditional system. Data collected from this survey show that the period of time of collaboration are between three and 66 months with an average of 21 months per arrangement, a favourable time for a raiser to obtain as much two to three times of lambings/kiddings. Over half (52%) of collaborations end in less than one year (Table 5), implying that the main reason for the raiser to collaborate is to obtain an "animal" capital only.

Table 5. Duration of time of animal sharing collaboration per arrangement (N = 50)

Period of time (year)	Percent
≤ 1.0	52
1.5 - 2.0	28
3.0 - 4.0	14
> 5.0	6

	100

To begin a collaboration, any side of the two would be collaborators may propose the idea, while his would be counterpart may accept or refuse it. On the other hand, when any side of the two collaborators are willing to terminate the collaboration, the other side must accept it without any condition, whatever the verbal agreement was made beforehand. Empirically, owners are the first persons who give rise the idea of starting the collaboration, but both sides have the same trend to ask for terminating the collaboration (Table 6).

Table 6. Initiators of arising the idea of starting and terminating the collaboration (N = 60)

Initiators	Starting	Terminating
1. Owners, %	62	48
2. Sharers, %	38	52
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T o t a l	100	100

Supervision

Supervision or control is an important factor for the success and sustainability of a collaboration, especially in the interest of the owners. In this traditional economic collaboration, however, the owners are generally seldom visit their counterparts for observing their shared animals (Table 7). Only 23% owners, who were often visited the raisers, while the majority of owners were

seldom (27%), very seldom (25%), and never (25%) visited the raisers, confirms the argument. Kinship, place of work and residence may compensate the lack of a traditional supervision system. The owner hope to meet and talk accidentally with the raiser anywhere without expressing his actual intention to supervise his shared animals in order to maintain his good relationship with the raiser (to avoid bad feelings among the two sharers).

Table 3. Frequency of visits of owners to raisers in terms of supervision (N = 60)

Frequency of visits	Percent
1. Never	25
2. Very seldom (1-2 times a year)	25
3. Seldom (3-4 times a year)	27
4. Often (12 times a year)	15
5. Very often (>24 times a year)	8
T o t a l	100

Conflict and Sanction

Serious conflicts between owners and raisers in collaborations are rare. A conflict may arise if an owner finds a fraud in the management of the raiser. The conflict is usually settled by terminating the collaboration. The owner would withdraw his original animals and divide the offspring which are left.

Dead or lost original animals or offspring, though it is clearly caused by the negligence of the raiser, would not be replaced or reimbursed by him. A similar experience happened to a farmer who had a written agreement with OPP and witnessed by an official of Bogor District Animal Services and a head of the village. Nearly all of 17 OPP goats he raised for nearly two years died due to scabies. In fact the farmer objected to the obligation of replacing any of the dead animals as demanded by the signed paper. The project then withdrew all those which were left (one buck and two original does) and handed them to a nearby farmer. No arbitration had ever been exercised.

Sharing the Results of Collaboration

It has been an unwritten, conventional agreement that the original animals are declared to belong to the owner. They should be returned to him when the collaboration terminates. Only the offspring of the original animals will be divided among the collaborators. This profit sharing collaboration is similar to foodcrop sharing arrangements, of which the land is unwrittenly declared to belong to the owner. This animal sharing system is, however, somewhat different to that of practiced in Garut District as reported previously by Soedjana and Knipscheer (1984). In this area the original animals were stated to belong to the two collaborators.

The offspring of the original animals will be divided equally among the collaborators. If the offspring is odd in number, the odd number is valued in rupiahs then either of the two collaborators pay half of its price to his counterpart or sell it and divide the cash.

If an original animal is an immature, unweaned lamb/kid (Sundanese: Bayur, Javanese: Cempe) at the beginning of the collaboration, the first born lamb/kid of it will belong to the raiser. The usual, normal division will be effected on the subsequent births.

If a mature or castrated male is shared, then it will be divided equally among the sharers at the termination of the collaboration.

If an original female is found to be infertile, the owner should then replace it with a fertile one or terminate the collaboration by paying the raiser a token amount of cash called upah ngarit.

An owner may ask his share any time he likes, but it is usually conducted after weaning time is reached.

CONCLUSION

It is concluded that this traditional arrangement is unrecorded (unwritten) in order to obtain economic gains with a common standard or arrangement of rights and responsibilities and

non-time limits. The economic collaboration may be ended by any side of the collaborators with or without the precedence of a conflict. This profit sharing practice is classified as a customary code on the fact that the code is unwritten and has long been effected, at least in Java and Outer Java transmigration areas. However, seeing that the system lacks in "arbitration" attribute --- an attribute to provide a consideration, a decision, and a sanction, as prerequisites by Pospisil (1974) --- classifying this profit sharing system as a customary code, is arguable. Modifying this customary profit sharing system, such as by using signed papers, will probably not produce better results.

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