

Land pawning practice in Semoyo Village, Patuk Sub-District, Gunungkidul Regency

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Abstract

This study utilizes a qualitative approach to examine the customary practice of land pawning in Semoyo Village. This practice is based on traditional institutions passed down for generations. It involves the direct transfer of land without the need for a written agreement, witnesses, or village officials. The spirit of togetherness and trust in neighbors and relatives facilitate this practice. The borrower surrenders possession of the land to the lender, who can redeem the land within an agreed-upon time frame. In reality, land pawning has been a common practice in Semoyo Village for decades, as landowners have been unable to redeem their land. While the land is under pawn, the borrower has the right to possession and use. However, the land pawning practice in Semoyo Village is susceptible to disputes and coercion, despite being regulated by Article 7 of Law Number 56 PRP of 1960. Nonetheless, Semoyo Village residents continue to practice land pawning for various reasons, such as urgent needs, avoiding selling their land, difficulty obtaining loans from banks, mutual assistance, and obtaining additional cultivation land. Land pawning is only conducted among close neighbors or trusted relatives whose character is well-known.

Keywords: customary law; land pawning; local wisdom

Introduction

Legal pluralism is a traditional topic in developing the Indonesian legal system. In modern law characterized by unification, pluralism is an antithesis. One of the factors of pluralism is customary law, the original law of the Indonesian people. According to Sulistyowati Irianto, legal pluralism in Indonesia refers to several factors, including the influence of customary law, which cannot be ignored. Customary law is closely bound to local cultural concepts, containing local wisdom and cultural knowledge essential for the relevant community's life (Judiasih & Fakhriah, 2018). Customary inheritance law in Indonesia consists of unique and specific



patterns that describe the values of traditional Indonesian society that are based on collective and communal culture (Judiasih & Fakhriah, 2018; Nurmala & Koni, 2022).

Customary law is maintained because the state recognizes its validity, especially civil matters. Moreover, factually, customary law still strongly governs the daily lives of some Indonesian communities. One customary law that remains deeply rooted in Indonesian society is land law. Consistent with Sulissudratin's opinion that land law is the entire set of rules that grow from the social interactions between people who deal with land use (Sulissudratin, 2014). Land law contains legal regulations regulating land use to avoid disputes. These legal rules have evolved and developed in the social interactions of communities, one of which is the practice of land pawning. Land pawning is an institution that arises from realizing social life that contains the legal value and becomes a living law in the community that uses it.

In the customary law tradition in Indonesia, the term pawn has different designations such as: *pagang gadai* (Minangkabau), *monohuloo* (Gorontalo), *adol sende* (Java), *ngajual akad* or *gade* (Sunda), and so on (Nurdin & Tegnan, 2019; I. Y. Putra et al., 2019). The object of pawning in customary law is land that can be cultivated because the land is a valuable object owned by rural communities (Subekti et al., 2022). Sudyat defines a pawn as a surrender of land to receive a certain amount of money in cash provided that the seller is still entitled to the return of his land by redeeming it again (2012, p. 28). Harsono (2007) defines a land lien as a legal relationship between a person and the land owned by another person who has received a lien from him. If the lien has not been returned, the land is controlled by the lienholder, and during that time the land rights are entirely the lienholder's right. The return of the mortgage, commonly called "redemption" depends on the will and ability of the mortgaged landowner. General Provisions number 9 (a) of Law Number 56/PRP/1960 concerning the Determination of the Area of Agricultural Land formulates a mortgage as a relationship between a person and land owned by another person, who has a debt to him, as long as the debt has not been paid in full, the land remains in the control of the person who lent the money (lien holder), which is thus the interest of the debt. Redemption depends on the will and ability to mortgage.

A land lien begins with an agreement between the lien and the lien, namely an agreement to physically transfer control of the land from the lien or pawner (land owner) to the lien recipient (lien holder). It is also affirmed that the title to the land does not transfer, remaining with the lien. There is still an opportunity for the lien (landowner) to redeem his land back by paying the amount of money agreed at the beginning of the transaction, and the timing of the redemption is left to the pawner. Many pawns last for years, even decades because the landowner has been unable to make redemptions. But this land pawn must have been redeemed, although it was not tied to a certain period. It is in line with Wirasaputra (2018), which states the customary provisions in Minangkabau "*Pawn is tabui, jua dipalalui*" (pawn is redeemed, a sale is allowed to pass), which "means that the pawn must be redeemed again while in buying and selling just like that there is no time limit". The customary principle that pawns must be redeemed as closely held by the Minangkabau community is also applied in other regions that recognize land pawns (Nurdin & Tegnan, 2019).

The allowance for redeeming pawns indicates a strong family spirit, following the communal pattern that is still close in the community, especially in rural areas. In line with Adhim et al. (2019), land pawning is carried out within the scope of one tribe (one village) and has a social function to help, so there is no element of coercion or pawn extortion. The determination of the pawn price is based on the agreement of both parties, with gold as the measure. The pawn price is determined to match the selling price of the land because the pawner needs money to cover the financial problems he faces. At the same time, gold as a measure serves so that when redemption is made, there is no difference in money before pawning because the price of gold is always stable. Usually, this land pawn agreement is made clearly, done in front of the village head or *mamak pasukuan* (in Minangkabau). The presence of the village head is not a condition for the validity of the land lien but is intended to strengthen the position and reduce the risk of the pawner if there is a dispute in the future. Since the lien relationship usually lasts a long time, it is not impossible if at the time the land is to be

redeemed, the lien holder refuses it under the pretext: the transaction they make is not selling the land lien, but buying and selling off,

A land lien is not a relationship between receivables followed by land guarantees but is a land sale transaction that can be redeemed. Wirasaputra mentioned several requirements that are also specific characteristics of land pawns, namely: a) land liens have the consent of heirs, b) the lien knows no redemption time limit, and there is no expiration, c) the pawner has the first right to cultivate the mortgaged land, d) the lien holder has no right to mortgage the land of the pawned object without the knowledge of the pawner, and e) during the lien, pawners can ask for additional pawn money (Wirasaputra, 2018). This requirement is relevant to the consequences received by the pawner, namely if the land has not been redeemed, the economical use of the land or rice field that is the object of the lien is controlled by the lien holder and the pawner does not get any share.

An unlimited lien period has the potential to harm the pawner because if it has not been redeemed, the land and the results are controlled by the lien so that the results (profits) obtained by the lien recipient for cultivating land are far greater than the interest on the money received by the pawner. In addition, in land pawning, according to customary law as long as the mortgaged land is not redeemed by the pawner/land owner, the land and its produce are controlled by the lien recipient, although it does not rule out the possibility that in this activity help occurs between the recipient and the pawner (Tanjung, 2019).

As described above, the form of land pawn practiced by the community is feared to contain elements of extortion, so arrangements regarding time restrictions and how to redeem land pawns are necessary. To prevent extortion/exploitation and excessive profits on the lien, Article 7 of Law No. 56 PRP 1960 states, "if the lien of agricultural land has lasted seven years or more, the lien shall return the land to the owner within a month after the existing crop has been harvested, with no right to demand payment of ransom". It is affirmed in the regulation that seven years is the maximum limit for a land lien. After maturity, the lien land must be returned to the lien without the obligation to give a ransom to the lienholder. If the agricultural land that is the object of the pawn is redeemed before seven years, then the provisions of Article 7 paragraph (2) of Law No. 56 PRP of 1960 apply, namely: the land pawn has not lasted up to 7 years, the landowner can redeem the land after the existing crop has been harvested, as well as pay the ransom determined by the formula: $(7 + 1/2 - \text{the time of the pawn}) \times 7 \text{ X pawn money}$.

Although land pawns are prone to problems, landpaw or selling pawns is still widely found in rural communities. For example, in Kalilunjar Village, Banjarmangu, Banjarnegara Regency, pawning land is more profitable for the lien recipient because the profit from cultivating the land is more than the interest received by the bank when borrowing money from the bank. With excessive profits, land pawns can lead to extortion without the pawner realizing it (Setyandhini, 2015). Land pawning in Ponorogo Regency, showing inadequate community understanding regarding land pawns, has encouraged people to make pawn transactions that are not in harmony with positive legal provisions (A. A. Putra et al., 2022). Likewise, in Kalurahan Semoyo, Kapanewon Patuk, and Gunung Kidul Regency, many community members still practice land pawning, which can potentially cause future problems. For example, land pawn transactions are carried out secretly without the presence of witnesses or village heads. The transfer of control of the lien land is only done orally, without being accompanied by a written agreement which can cause difficulties for the lien. Because the lien relationship can last a long time, the lien holder can refuse the land redeemed because the transaction they make is a loose sale and not a land lien. The practice of pawning land in Kalurahan Semoyo is indeed prone to problems. It is in line with Izzati & Jafar presentation regarding the case of default on land pawn transactions in Darussalam District, Aceh Besar Regency, where one of the causes of the problem is because the land pawn transaction was not witnessed by the government or local community customary leaders (2019).

The issuance of Law No. 56 PRP 1960 aims to regulate lien transactions on customary land that can potentially extort and benefit only one party. However, according to customary law, land pawn transactions are still widely found in rural areas. The problem that has not been studied much from land pawning is that traditional land lien transactions are still carried out according to customary law incompatible with positive law and could cause problems in the future. This study aims to describe the practice of land pawning in Gunung Kidul Semoyo Village and why residents of Semoyo Village is still practice land pawn transactions are not in harmony with positive law.

Method

This study aims to illustrate the background of the Kalurahan Semoyo Gunung Kidul community still carrying out dispute-prone customary land *gadai* transactions. This research uses a qualitative approach to explore domains related to the main problem of "Land pawn transaction practices in Kalurahan Semoyo, Kapanewon Patuk, Gunung Kidul Regency," further described in several focus research problems divided into several domains. The specification of this study is descriptive, which describes the background of the Kalurahan Semoyo community still conducting traditional land pawn transactions and the implementation of land pawns in Kalurahan Semoyo, Kapanewon Patuk, Gunungkidul Regency.

Determining research subjects was carried out purposively and *snowball*. As the *key informant* is the Semoyo Village Subdistrict, who understands the land pawn regulations and has adequate knowledge about villagers who still carry out land pawns. Early informants further informed their citizens who conducted land lien transactions according to customary law. This research data was collected through interviews and document studies. Data validity at the data collection stage is achieved by creating a good rapport with informants, conducting peer debriefing with peers, and crosschecking data sources and data collection methods (Delamont & Jones, 2012; Maxwell, 2013; Miles et al., 2018). Inductive analysis was used to assess and analyze data that focused on the background of residents of the Semoyo sub-district pawning land prone to disputes and extortion.

Result and Discussion

The Semoyo village community exhibits distinct characteristics of rural communities that differentiate them from urban communities. These differences are evident in their customs, interactions, and communication among community members. According to Husein, these disparities are influenced by natural conditions and cultures that have been developing for generations (MR, 2021: 194-195). Like rural communities in general, the residents of Kalurahan Semoyo exhibit a strong communal pattern marked by working and helping each other and a high sense of kinship between neighbors or relatives, as reflected in individual and community affairs. For instance, in agriculture, people usually provide mutual assistance to each other.

This *"gotong royong"* culture reflects the strong communal character among the Kalurahan Semoyo community, which is also influenced by existing settlement patterns and a sense of fate between community members (Arpanudin et al., 2021; Halimah et al., 2022). In line with the traditional character of rural communities, the laws utilized by the Kalurahan Semoyo community are primarily living laws, which are hereditary or customary. Hadi believes these living laws are unwritten and derived from traditions, customs, religion, and other factors. Living law originated from community association and interaction intending to provide justice and was implemented based on public awareness (Hadi, 2018). Examples of living law include customary and Islamic laws. Rural communities continue to use and apply living laws in their daily lives because these laws come from values that align with the community's identity and better accommodate the community's needs than national legal regulations. Many national legal regulations are still challenging to accept (Mayasari, 2017).

While it is uncertain when the practice of pawning land in Kalurahan Semoyo began, it is a traditional customary institution carried out for generations by the community. The

realization of land pawn is based on unwritten laws derived from customs, values, norms, and traditions within the Kalurahan Semoyo community. Land pawns are called "weak gade," while the landowner who provides the lien is called the "gade receiver." The recipient of the lien is called the "gade receiver," the money received for the lien is called "duit gade," and the pawned land is referred to as "weak" or "gaden land."

The process of pawning land in Kalurahan Semoyo is simple, involving hand-to-hand surrender without a written agreement prepared as evidence. The landowner submits the control of their land to the pawnee and simultaneously receives a sum of money or "duit gade" from the pawnee, with a certain period carried out orally and based on mutual trust between the parties involved.

Usually, the land that is mortgaged is in the form of agricultural land, either rice fields or moorland, which are both used as pawn objects because they are productive. The recipient of the lien cultivates the land and obtains all its proceeds, which is analogous to "interest" on the lien. Rice fields are usually planted with rice plants, while moorland is usually produced with corn, peanuts, and cassava. As long as the lien owns the land, all cultivation costs are borne by the lien recipient.

The process of land lien transactions in Kalurahan Semoyo begins when a landowner who needs money offers their land to be mortgaged to the pawnee. If the prospective pawnee accepts the offer, they proceed to make an agreement on technical matters, such as the determination of the amount of the lien, the characteristics of the land mortgaged, the period of the lien, and the method of redemption. In carrying out a land lien, several requirements must be met, including a) the party entitled to mortgage is the owner of the land; b) if the mortgaged land is inherited land, it must be approved by all heirs, and the position of the land must be in possession of the lien recipient; c) the transaction is carried out directly between the owner of the land, who then has the status of a lien, and the lien recipient and may not be represented; d) the delivery of the land and the lien money must be carried out simultaneously; e) the lien recipient must know the condition of the mortgaged land; f) the transaction must be carried out clearly with a witness, namely the village head or lurah, who plays an important role if there is a dispute in the future; and g) there must be a pledge of lien between the pawner and the lien recipient.

(2019) discovered that land pawning is traditionally carried out through an easy, simple, and straightforward process based on mutual trust between the pawner and the lien. Similarly, the practice of land pawning in Semoyo Village is solely based on mutual trust, resulting in verbal agreements with no written contracts. Typically, land pawning occurs between parties who have an existing relationship, such as relatives or close neighbors, and do not involve the Kalurahan government or local community leaders, as the community fears that news about the transaction will spread and become public knowledge. Selling or mortgaging land is considered taboo in rural areas, where land is a valuable asset that needs to be preserved. It is believed that a person's status is primarily determined by the land they own, and land ownership is also a parameter to differentiate between original residents and immigrants.

Although written agreements and witnesses are not required for land lien transactions to be valid, they provide legal certainty and protection. The existence of a written agreement strengthens the transaction and reduces the risk of differing perceptions between the lien and the lien holder. Witnesses, such as the village head or lurah, play a vital role in case of future disputes when the pawnbroker has passed away, and their heirs continue the transaction. Witness statements can be used as evidence to resolve disputes without written agreement. The purpose of a written agreement and testimony from the village government is to avoid mistakes in the identity of the parties involved and the land objects in the lien agreements.

The period of land pawn in Kalurahan Semoyo is around three to ten years, with the amount of pawn money ranging from IDR 4,500,000 to IDR 15,000,000 for a land area of 0.15 to 0.2 ha. The period is based on the lien amount, type of mortgaged land, and the yield obtained from the land, while the lien amount is based on the lien holder's demand and the lien holder's available funds. Many pawners delay in redeeming their land, resulting in the term of the lien exceeding the maturity initially set at the beginning of the transaction. The land remains under the control of the lien holder until it is redeemed, without any additional lien money.

The practice of land lien periods in Kalurahan Semoyo does not align with Article 7 of Law No.56/PRP/1960 concerning the Determination of the Area of Agricultural Land, which states that whoever controls agricultural land with a lien lasting for seven years or more must return the land to the owner within a month after the crop is harvested, without any right to demand ransom. However, the people of Semoyo Village believe that this law is unfair and does not comply with their customs. Generally, the estimated value of the pawned land in Semoyo Village is almost equal to the sale price. Therefore, returning the pawned land without any ransom will harm the lien holder. Furthermore, the willingness of a person to become a lien holder is driven by the lack of land, and their profit margin is not as high as perceived. The capital to cultivate the land is provided by the lien holder, and they also incur losses in case of crop failure. The results of cultivating the land are calculated as interest on the lien, not as interest with the lien. Therefore, the obligation to redeem the lien land with the same amount of money received at the beginning of the transaction is necessary. For the people of Kalurahan Semoyo, land pawning is a way to help neighbors or relatives, and there is no element of extortion because the freedom to redeem without time limits reflects the principle of mutual assistance.

Until now, Law Number 56 of 1960 concerning the Determination of Agricultural Land Area still remains in effect, and has never been amended or repealed. However, the provisions in Article 7, paragraph (2) of this law, which regulates the return of land lien objects without the obligation to pay ransom, have almost no binding force in implementing land liens. Although some community members and officials in Semoyo Village are aware of this law, they tend to implement traditional pawn institutions in practice, which are deeply rooted social behavior systems obeyed for generations in the community.

Despite being carried out orally and not involving the district government, land pawning in Semoyo Village has never been disputed, even though the mortgage term exceeds the agreed period and does not comply with the written law. Participants in land lien transactions tend to be cautious, with pawners being selective in handing over control of their land and pawnees being careful in handing over their lien money. Land pawning is only done among trusted close neighbors or relatives who already know each other's characters.

As Leimeheriwa & Ella (2020) point out, communal aspects are characteristic of rural communities. Rural communities, such as the Kalurahan Semoyo community, believe that holding tightly to elements such as kinship, kinship, and solidarity is crucial for the smooth functioning of all aspects of society. These three elements are also upheld in the practice of land pawning. Transactions based on these communal values can ensure that land pawns run smoothly and minimize the occurrence of future disputes. However, if there is a problem with a land lien in the future, the pawners aim to resolve the issue through deliberation.

Although there is a common assumption that land pawning is prone to disputes, the Kalurahan Semoyo community still practices this tradition. This may be attributed to several factors, such as the urgent need for funds and the desire to avoid selling land off-ground, among others. One of the main reasons for land pawning is the lack of savings and economic pressure faced by the people of Kalurahan Semoyo. They often have urgent needs, such as paying for their children's education, organizing celebrations, paying overdue debts and medical expenses. Unlike urban residents who invest in real and financial assets, most people in Kalurahan Semoyo make a living as farmers, have daily and seasonal income, and are not able to engage in asset planning. Furthermore, their income is strongly influenced by climate,

weather, and agricultural commodity prices. As a result, many people in the community do not have savings or cash deposits in banks.

The community members who can afford it often invest their money in yards, agricultural land, livestock, or gold. The choice of land is particularly popular because of its constant economic value and tendency to appreciate in value. Agricultural products can also be relied on to meet daily needs. Deposits in the form of gold have several advantages, such as not incurring interest or tax and being easily exchangeable. However, the value of gold can fluctuate in the short term. For large fund needs, people often sell their gold deposits.

Nevertheless, many people in Semoyo District do not have gold or savings and lack any other choice but to borrow money by mortgaging their land. This is why land pawning is still practiced in Kalurahan Semoyo as a necessity, as it provides an "emergency door" for solving economic problems within families.

Another reason why people choose to pawn their land rather than sell it is to avoid the weakness of selling off-ground (*weak adol*). Land is a valuable asset for farmers, as they depend on it to produce agricultural goods. Selling land off-ground means losing it permanently, and the land cannot be easily replaced. Most of the land in the community is hereditary and should not be sold freely. Furthermore, land of sale is considered taboo and shameful, as it is the source of one's authority and dignity. Losing land ownership, especially to people outside the family or village, is a disgraceful act.

In addition, borrowing money from banks is not a common solution for people in Kalurahan Semoyo. Although borrowing money from banks is a viable option for urban communities to obtain large sums of money for investment purposes, business capital, or other needs, it is not a preferred choice for the people in the village. Instead, land pawning is often chosen as it is a simple, easy, and quick process that suits the needs of pawners who require money urgently. Borrowing from banks is seen as a complicated process that takes a long time, and the requirements that must be met are considered difficult. The obligation to pay installments and loan interest is also seen as a burden, especially for farmers who do not have a regular monthly income. Income from crops is only obtained at certain times of the year. Unlike bank loans, there are no installments to be paid in land pawns. The lien is paid when it is due so the pawner can set aside the money during harvest. In addition, land pawns offer greater flexibility for the pawner in making redemptions.

In addition, mutual aid (*gotong royong*) is deeply rooted in the lives of rural communities and is a significant cultural heritage in Kalurahan Semoyo. As a traditional rural community, people are concerned about each other's situations and often help each other in times of need. The existence of mutual cooperation (*gotong royong*) cannot be separated from the lives of rural communities. Traditionally, mutual cooperation has become a cultural heritage inherited from ancestors, deeply rooted in the lives of rural communities, and is also a characteristic of the Indonesian nation. In the Semoyo village, this noble culture is implemented in various activities of the rural community. As a traditional community living in the countryside who cares greatly for one another, almost every problem in life is solved by mutual help. The attitude of mutual help is the basis of weak pawn transactions. The relationship among community members is still intimate and highly values togetherness. Every matter is resolved by mutual help, cooperation, and mutual support.

This is also evident in the practice of land pawn, where the willingness of the pawn recipient to carry out the transaction is because they want to provide assistance to neighbors or relatives who need money. This desire to help is adjusted to the availability of money that will be used as pawn money. Accepting the offer of pawned land from the pawn giver is a form of concern of the pawn recipient for the pawn giver. Through this mutual cooperation activity, a sense of togetherness and emotional relationships are created among community members,

familiarity and mutual understanding. Basically, mutual cooperation is carried out by a group of residents in an area who come to help or offer their energy without expecting anything in return or in other words, voluntarily helping together.

Lastly, Besides being a means of helping neighbors or relatives, land pawn transactions also provide benefits for pawnees, namely in the form of additional arable land. The lien recipient can obtain additional paddy or moor land to cultivate by receiving the lien. In Semoyo village, landowners who are pressed for need will usually offer land to be mortgaged to neighbors or relatives who make a living as farmers, who are known not to have much agricultural land and are estimated to have some money according to their needs. By accepting the lien, the lien recipient can get land to cultivate and get additional income from cultivating the land. The lien recipient prefers to increase the amount of arable land through the land lien rather than increasing the land by buying because of the high price of land. From the cultivation of pawn land, the net result obtained by the pawnee from the cultivation of pawn land in Kalurahan Semoyo each year can be illustrated as the following table 1.

Table 1
Net Profit Earned by the Lien

No	Beneficiary Name	Pawn Money	Period	Range of Profits Earned annually
1	Mr. T	Rp3.000.000	3 years	Cassava: IDR 1,810,000 Corn: IDR 1,470,000 to IDR 2,205,000 Peanuts: IDR 5,420,000-IDR 8,280,000.
2	Mr. E	Rp10.000.000	5 years	Rice: IDR 3,520,000 to IDR 5,280,000.
3	Mr. A	Rp10.000.000	10 years	Cassava: IDR 1,060,000 Corn: IDR 1,350,000-IDR 1,875,000.

The yield refers to the net profit acquired from a year's harvest, which is calculated by subtracting the cost of cultivating the soil throughout the year for different crops with varying growing and harvesting seasons. If cassava is planted on the moor, it can be harvested once per year, whereas corn and peanuts can be harvested two to three times annually. Rice can also be harvested two to three times per year. The use of pawned land by pawnees is a local tradition in Kalurahan Semoyo. However, in this land pawn system, there is no profit sharing between the lien and the lien, and the net profit earned by the lien ranges from ten to fifty percent per year. This profit is calculated as interest on the lien, rather than as a lump sum payment, so the lien still receives the same amount of money as it did at the beginning of the loan. While the land is under the possession of the lien, the entire profit goes to them, and the pawnee does not receive a share. In comparison, the profit obtained by the pawnee is much higher than the interest rate on loans from banks, which can reach up to nine percent per year.

However, the institution regulating customary pawns' requirements should be viewed as an abstract signal indicating that land mortgaging should not be done lightly. Unfortunately, community members ignore this, which can negatively impact the social fabric and the preservation of customary land law. In subsequent developments, there has been a dynamic understanding of land pawning. Initially, the motivation for land pawning was social, but it has now shifted towards economic motives. The value of mutual assistance, which was originally the foundation of hereditary land pawns, has a tendency to shift towards becoming similar to the practice of "economic transactions in liberal communities," which is no longer in accordance with the communal pattern of rural communities.

Conclusion

Land pawning is a traditional customary institution practiced for generations by the Kalurahan Semoyo community, based on unwritten laws derived from customs, values, norms, and customs. It is practiced by handing over land directly, without a written agreement and witnesses or village heads. Although prone to disputes and feared to contain elements of extortion, the practice is still considered by the community due to the need for large funds in a

fast time, avoiding selling land, difficulty borrowing money from banks, helping to relieve each other, and obtaining additional arable land. The current form of the land pawn in Kalurahan Semoyo harms social society and the preservation of customary land law, as it has shifted from social motives to economic motives.

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