

**The Implementation of Sharecropping System From an
Islamic Economic Law
a Case Study of Sambirejo Village, Sub-Mantingan,
Ngawi District, East Java**

A Thesis

Submitted to Department of Law of Islamic Economic

For the Master Degree



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LAW OF ISLAMIC ECONOMICS
POSTGRADUATE PROGRAM
UNIVERSITY OF DARUSSALAM GONTOR

1440/2019

**a Case Study of Sambirejo Village, Sub-Mantingan,
Ngawi District, East Java**

THESIS

**Submitted to Postgraduate Program University of Darussalam Gontor in Partial
Fulfillment of the Requirements for the Magister in Islamic Economic Law**

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ABSTRAK

Ruchhima, IMPLEMENTASI PERJANJIAN BAGI HASIL PERTANIAN MENURUT HUKUM EKONOMI ISLAM DI DESA SAMBIREJO, KECAMATAN MANTINGAN, KABUPATEN NGAWI, JAWA TIMUR

Kata kunci: Perjanjian, Bagi hasil, Bagi hasil pertanian, *mukhābarah*, Adat.

Akad bagi hasil pertanian dalam Islam memiliki rukun dan syarat yang harus dipenuhi. Apabila rukun dan syaratnya tidak dipenuhi maka dapat merusak akad tersebut dan dapat menimbulkan ketidakjelasan yang mengarah pada perselisihan dan permusuhan. Penelitian ini dilakukan di Desa Sambirejo yang mayoritas penduduknya bekerja sebagai petani dan salah satu sistem pengolahan lahan pertanian yang digunakan masyarakat merupakan perjanjian sistem bagi hasil pertanian. Perjanjian sistem bagi hasil pertanian dilaksanakan berdasarkan tradisi atau adat yang ada di desa tersebut. Pada pelaksanaannya rasio ditentukan berdasarkan musim tanam bukan dengan proporsi yang sesuai dengan modal, perjanjian dilakukan secara lisan dan tidak ada penetapan jangka waktu.

Tujuan dari penelitian ini adalah untuk mengetahui pelaksanaan sistem bagi hasil pertanian di desa Sambirejo dan menganalisis penerapannya menurut Hukum Islam. Pelaksanaan sistem bagi hasil pertanian yang terdiri dari kedua pihak yang berakad, objek akad, proporsi pembagian hasil, berakhirnya perjanjian dan pembayaran zakat, dianalisis menggunakan konsep bagi hasil dalam Islam, yaitu *mukhābarah*.

Penelitian ini merupakan penelitian kualitatif dengan analisis deskriptif atas data primer dan sekunder yang diperoleh melalui observasi, wawancara tidak terstruktur dan dokumentasi.

Hasil penelitian menunjukkan bahwa pelaksanaan perjanjian sistem bagi hasil pertanian secara umum dilakukan menurut kebiasaan di desa tersebut yaitu secara lisan, tanpa penetapan jangka waktu perjanjian, pembayaran zakat ditanggung masing-masing pihak. Semua rasio pembagian hasil mertelu, merpapat, dan moro limo ditentukan berdasarkan musim tanam kecuali maro. Penentuan proporsi bagi hasil ditentukan berdasarkan penyediaan modal yang diikutsertakan dalam perjanjian. Jika dilihat berdasarkan penyediaan bibit maka bagi hasil pertanian tersebut termasuk *mukhābarah* karena bibit kebanyakan disediakan oleh petani. Namun, perjanjian bagi hasil tersebut belum sepenuhnya sesuai dengan ketentuan dalam *mukhābarah* terutama dalam bentuk penyediaan modal berupa bibit, proporsi pembagian hasil yang tidak sesuai dengan modal yang disediakan, dan tidak ada penetapan waktu berakhirnya perjanjian. Secara keseluruhan perjanjian sistem bagi hasil pertanian yang dilaksanakan oleh masyarakat di desa Sambirejo telah sejalan dengan konsep muamalah dalam hukum ekonomi Islam yaitu terdapat nilai tolong-menolong, kejujuran, dan keadilan antara kedua pihak.

ABSTRACT

Ruchhima, THE IMPLEMENTATION OF SHARECROPPING SYSTEM FROM AN ISLAMIC ECONOMIC LAW A CASE STUDY OF SAMBIREJO VILLAGE, SUB-MANTINGAN, NGAWI DISTRICT, EAST JAVA

Keywords: Agreement, Profit sharing, Sharecropping, *mukhābarah*, Custom.

The contract of sharecropping in Islam has elements and the conditions that must be fulfilled. The contract damage if it not accomplished well and lead to obscurity leading to disputes and hostility. This research conducted in Sambirejo village where the majority of the population worked as farmers and one of the systems for cultivating land used by the community was the sharecropping system. The sharecropping agreement is carried out based on the traditions or customs in the village. The ratio determined based on the planting season, not in the capital proportion. The agreement carried out verbally and there is no period determination.

The purpose of this study was to determine the implementation of the sharecropping system in the Sambirejo village and analyze its application according to Islamic economic law. The implementation of sharecropping system consisting of both parties, objects of contract, the proportion of profit sharing, rescission of agreement and payment of zakah on agriculture, was analyzed using the concept of profit sharing in Islam, namely *mukhābarah*.

This research is qualitative descriptive with primary and secondary data obtained through observation, unstructured interviews, and documentation.

The results of the study indicate that the implementation of the sharecropping agreement, in general, is carried out according to the customs in the village, that is verbally, without determining the agreement period, and the payment of zakah carried by each party. The profit sharing ratios namely, *mertelu*, *merpapat*, and *moro limo* determined based on the planting season except for *maro*. Determination of profit sharing proportion is determined based on the provision of capital included in the agreement. If viewed based on the seeds provision, the sharecropping includes *mukhābarah* because most of farmer provide the seeds. However, the sharecropping agreement is not entirely accordance with *mukhābarah*, especially in the capital contributions of seeds, the profit sharing proportion that is not in accordance with the capital provided, and the time of the agreement that is not determined at the beginning of the agreement. Overall, the sharecropping agreement implemented by the community in Sambirejo village has been in line with the concept of *muamalah* in Islamic economic law which there is a value of cooperation, honesty, and justice between the two parties.

THE GUIDELINES OF TRANSLITERATION

Arab	Indonesia	Arab	Indonesia
ا	-	ط	t
ب	b	ظ	z
ت	t	ع	'
ث	th	غ	gh
ج	j	ف	f
ح	h	ق	q
خ	kh	ك	k
د	d	ل	l
ذ	dh	م	m
ر	r	ن	n
ز	z	و	w
س	s	هـ	h
ش	sh	ء	'
ص	ṣ	ي	y
ض	ḍ		

Source: Kate L. Turabian, *A Manual of Writers of Term Papers, Theses, and Dissertations* (Chicago and London: The University of Chicago Press, 1987)

To show a long sound (*madd*), then how to write horizontal streaks (macron) above letters, such as ā, ī, and ū (اِيْ and وِ). Arabic double nose (diphthong) transliterated by combining two letters “ay” and “yy”, such as *layyinah*, *lawwamāh*. The word ends with *tā'marbūtah* and functions as *ṣifah* (modifier) or *muḍāf ilayh* transliterated by “ah”, while that which functions as *muḍāf* transliterated with “at”.

OFFICIAL NOTE

Appendix : 4 copies

Subject : Submission of Thesis

To Honorable,
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I have the honour to present this thesis written by:

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of Magister of Law of Islamic Economics, I request that the thesis could be examined
soon.

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Bojonegara, 19 April 2019

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DECLARATION

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I declare sincerely that this thesis is original and purely my own work and does not belong to other researchers for different degree. Furthermore, this thesis is not a work that has been published before, except for some parts with their original references.

Bojonegara, 20 Mei 2019

 The Researcher,

Ruchhima

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كلية الدراسات العليا

The committee of thesis examination impartial fulfillment of requirement of the degree of Magister in Law of Islamic Economics, having held the thesis examination on:



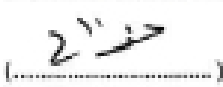

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The Title : **The Implementation Of Sharecropping System
From an Islamic Economic Law a Case Study of
Sambirejo Village, Sub-Mantingan, Ngawi District,
East Java**

Has been successfully defended in front of the Board of Examiners and accepted as part of the requirements for a degree of Magister in Law of Islamic Economics.

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1. Dr. Mulyono Jamal, M.A.
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(Examiner I) 
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(Examiner II) 

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In the name of Allah, the most Merciful, the most Beneficent, praise be to Him, the Lord of this universe, the Owner of the Day of Judgment. Pray and peace be upon the last prophet Muhammad may peace be upon him, his families, companions, and entire followers.

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Finally, May Allah blesses us in our life now and hereafter.

Ponorogo, 19 Mei 2019

Researcher

Ruchhima.



MOTTOES

Al-Qur'an Al-Karim Al-Jumuah: 10

"Then when the (jumuah) Salat (prayer) is finished, you may disperse through the land, and seek the bounty of Allah (by working, etc.), and remember Allah much, that you may be successful."

Al-Qur'an Al-Karim At-Taubah: 118-119

"In it you will never go hungry, nor be naked, nor will you be thirsty in it, nor will you swelter."

Al-Qur'an Al-Karim An-Nisa. Verse 58

"Allah does not burden any soul beyond its capacity. To its credit it what it earns, and against it is what it commits."

Al-Qur'an Al-Karim Al-Baqarah: 286

Ibn 'Abbas reported: When the Holy Prophet (may peace be upon him) conquered Khaibar, he made an stipulation with them (the Jews) that the entire land, gold and silver would belong to the Holy Prophet (may peace be upon him). The people of Khaibar said to him: "we are conversant with (the cultivation of) the land; so grant us these lands so that we cultivate them and take half of the fruits as our share and leave half of it to you." The narrator alleged: He granted the land (of Khaibar) on that condition to them (i.e. the Jews). when the harvest of dates was ready, he (the Holy

Prophet, may peace be upon him) sent Ibn Rawaha to them. He assessed the yield (and the people of Madina termed it as Khars). he said: on so and so such and such (zakat) is payable. The Jews proclaimed to Ibn Rawaha: You have over assessed the yield. Ibn Rawaha said: "I harvest the yield and give you half of what I assessed it to be." On this they said: "This is the truth, and on it stand the heaven and the earth." They said: "We are agreed to take what you have said."

(Ibn Majah)

Ibn 'Umar reported that Allah's Messenger (may peace be upon him) contracted with the people of Khaibar the (trees) on the condition that he would have half the fruits and harvest.

(Al-Bukhari)

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CHAPTER I

INTRODUCTION

A. Background

The sharecropping system has become a downward tradition that is used by rural communities.¹ Sharecropping system is a solution for agricultural problems in society, such as land depreciation due to the conversion of agricultural land for housing, low employment opportunities in other sectors which results in increased employment in the agrarian sector and limited area owned by farmers..² With the increasing number of cultivators, the sharecropping system is able to connect the needs of landowners for labor to cultivate their land with farmer groups that do not have agricultural land.³

Most of the community used sharecropping with customary systems adjusted to the people tradition in the rural area.⁴ The community adjusts the sharecropping system with the economic principles adopted by each indigenous community. The community uses different terms in the specifying of sharecropping systems such as maro for Java and mampaduo in Minangkabau.⁵ The development of customary law in Indonesia is inseparable from the influence of Islamic law with the acceptance of Islam

¹ Abdul Hakim, *Kearifan Lokal dalam Ekonomi Islam (Studi Atas Aplikasi Al-Urf Sebagai Dasar Adopsi)*, Akademika, Volume 8, Nomor 1, 2014, p.68

² Tri Wahyuningsih, Sistem Bagi Hasil Maro Sebagai Upaya Mewujudkan Solidaritas Masyarakat, *Jurnal Komunitas*, 2011, p.198

³ Deni Lubis, Analisis Pendapatan Petani Penggarap dengan Akad Muzara'ah dan Faktor yang Mempengaruhinya, *Maqdis: Jurnal Kajian Ekonomi Islam -Volume 2*, Nomor 1, Januari-Juni 2017, p. 1

⁴ Beny Septyliyan Primada, Tinjauan Mekanisme Kontrak Pengelolaan Lahan Pertanian Berbasis Adat Istiadat dalam Kajian Fiqh Muamalah (Desa Temu, Kecamatan Kanor, Kabupaten Bojonegoro), *Jestt Vol. 2 No. 11 November 2015*, p. 965

⁵ Bewa Ragawino, *Pengantar dan Asas-Asas Hukum Adat Indonesia*, Bandung: 2008, p. 109-111

well gradually people who embrace Islam want Islamic law to inspire each of their customary laws so that with customary law can run in harmony with Islamic law.⁶

The sharecropping in Islam is called *muzāra'ah*, *mukhābarah* and *musāqāh*. In terms of *muzāra'ah* means giving land to the farmer so that he gets a share of the yield of the crop, for example, a half, one third, or more or less than that. *Muzāra'ah* is a form of *muamalah* between two parties, which is similar to *mukhābarah*, where the difference lies in the origin of the seed or capital used in the collaboration. If the seeds of the plant or capital are mostly from the landowner, then the contract for sharing the results is *muzāra'ah*. Whereas if the plant or capital seeds are mostly from cultivators or land managers, then the sharecropping contract is called *mukhābarah*.⁷

Muhammad Rafly and friends proves that the *muzāra'ah* agreement made between landowners and farmers is not in accordance with the contract. In the previous agreement, the landowner had made an agreement with the farmers, that maintaining and caring for the garden or the plants and the seeds were handled by the sharecroppers. However, after the harvest period, the landowner violated the agreement and changed the ratio that was more favorable to the landowner than the farmer.⁸ The contract of sharecropping in Islam has elements and the conditions that must be fulfilled, the contract damage if it not accomplished well and lead to obscurity leading to disputes and hostility.

The sharecropping based on tradition is also applied by the community at Sambirejo village, where most of the people work as farmers, as many as 2790 persons. In Sambirejo village there are around 19

⁶ Asmah, *Hukum Adat Indonesia (Suatu Pengantar)*, Makassar: Fahmis Pustaka, 2017, p.59

⁷ Wahbah Az-Zuhaili, *Fiqh Islam Wa Adillatuhu 6*, Jakarta: Gema Insani, 2011, p. 562

⁸ Muhammad Rafly, Muhammad Natsir, Siti Sahara, *Muzarah (Perjanjian Bercocok Tanam) Lahan Pertanian Menurut Kajian Hukum Islam*, *Jurnal Hukum Samudra Keadilan*, vol. 2, no. 2, 2016

farmers and 19 landowners who implement sharecropping agreements. The sharecropping agreement based on custom system is carried out verbally, without determined the agreement period and agreement rescission. Whereas according the contract of sharecropping in Islam, elements and the conditions must be fulfilled, the contract damage if it not accomplished well and lead to obscurity leading to disputes and hostility.

Based on the custom in the village, the distribution of results is usually not proportionally divided. In practice the ratio is determined based on the planting season and the capital proportion. But if it viewed from the proportion of capital provided by each party the landowners do not get the results in accordance with the capital provided. Whereas some farmer also feel that the distribution is unfair but they still use the customary proportion because they need the land to make a living. According to Malikis the provision of capital must equal between the landowner and farmer. Where the estimated rent value of land must equal with the capital provided by farmer, labor and cultivated cost.⁹

While, most scholars such as Hanafiah, Abu Yusuf, Muhammad bin Sirin, Allama Sarkashi, Abdur Rahman Jazairi, and others inclined to the profit-sharing system because it was considered to be closer to justice than a fixed rent system. Profit sharing agreement is seen as more equitable, reflecting attitudes and better economic activities because farmers and landowners enjoy profits together and bear losses proportionally.¹⁰ Because the purpose of sharecropping is for mutual benefit for farmer and landowner, then it must have values of justice, mutual benefit, to meet human needs, and to maximize the potential of both parties to make a profit for both parties.¹¹

The profit sharing ratio according to the custom of the community in Sambirejo village is determined based on the planting season, namely

⁹ Dr. Wahbah Al-Zuhayli, *Financial Transactions in Islamic Jurisprudence*, ..., p. 527

¹⁰ M.B. Hendrie Anto, *Pengantar Ekonomika Mikro Islam*, (Yogyakarta: Ekonisia, 2003), p. 189-200

¹¹ Hendi Suhendi, *Fiqh Muamalah*, Ed. 1, (Jakarta: Rajawali Pers, 2016), p. 159

mertelu (one third) in rainy season, merpapat (quarter) in walikan season (between rainy and dry seasons), moro limo (one fifth) in the gadhu season (dry) and maro or half. Profit sharing with maro is carried out without following differences in the season so the distribution with a ratio of 1: 2 is only based on the agreement of the landowner with the farmers. The most widely used form of sharecropping ratio is the form according to planting season namely, one third, quarter, and one fifth. According to landowner these form is often used because it is easier to apply and according to farmer, landowner does not want to deal with the cultivating land matters. Where the landowner give all land management rights to farmer to cultivate their land without any interference from the landowner. Maro profit share is often unused because this form is not flexible for some landowners because they have to participate in cultivating the land.

Priyadi and Jannah Saddam Ash Shidiqie, they stated the reason landowners chose sharecropping compared to rent because in order to be able to enjoy the results gradually during the sharecropping agreement took place. Landowners do not choose to use a system of paying labor because the owner does not want to be involved in cultivating the land. The farmer reason to choose the profit sharing system is because of the willingness of the owner.

Therefore the importance of this study was conducted to describe the suitability of the sharecropping system conducted by the Sambirejo village community with the concept of sharecropping according to Islam law. This matter reviewed in the form of research entitled: **The Implementation Of Sharecropping System From An Islamic Economic Law A Case Study Of Sambirejo Village, Sub-Mantingan, Ngawi District, East Java.**

B. The Problem Limitations

In the aspect of traditional land management, there are various forms such as self-cultivation, land rent, labor rent, and sharecropping. This research only discusses the cultivation system with a sharecropping agreement. Profit sharing by using a custom system is carried out in various

objects. Profit sharing can cause many problems such as the proportion of harvesting, requirements that burden farmers, etc. Therefore, in this study the focus is only discussing the system of sharecropping in Sambirejo village. The sharecropping agreement in Sambirejo village is analyzed according to the concept of sharecropping in Islamic economic law.

C. Problem Formulations

1. How is sharecropping system based on custom in Sambirejo village according to Islamic economic law?
2. How is sharecropping proportions in Sambirejo village according to Islamic economic law?
3. How is the sharecropping welfare goal in Sambirejo village?

D. Purpose Of The Study

1. To analyze the implementation of sharecropping system in the Sambirejo village according to Islamic economic law.
2. To analyze the sharecropping proportion in Sambirejo village according to Islamic economic law.
3. To find out the sharecropping welfare goal in Sambirejo village.

E. Significance of The Study

1. Theoretical benefits

It is hoped that the research can contribute ideas to the community regarding the concept of sharecropping system.

2. Practical benefits

The practical benefit is to provide solutions for landowners and farmers to deal with sharecropping agreements. So that it can realize prosperity and justice for both parties.

F. Literature Review

Sharecropping is mostly done based on local customs where there is no clarity in determining crops between landowners and farmers. So that it causes disputes because one party feels that the distribution of results is unfair.

This was stated by Aliffita Dian Pratiwi in her research on sharecropping on secondary crops with the results of research that the parties used custom in its implementation. The implementation of the sharecropping agreement on secondary crops between the owners and farmers in Robatal Subdistrict has not been entirely based on the provisions of Law Number 2 of 1960 concerning profit sharing agreements.¹² This study has the same discussion in the sharecropping agreement, while the difference is that the agricultural yields studied are secondary crops analyzed using Law Number 2 of 1960 concerning profit sharing agreements.

Priyadi and Jannahar Saddam Ash Shidiqie also found in their research that sharecropping agreements with customs can cause injustice, especially for the farmers. In the results of Priyadi and Jannahar Saddam Ash Shidiqie, they stated the reason landowners chose sharecropping compared to rent because in order to be able to enjoy the results gradually during the sharecropping agreement took place. Landowners do not choose to use a system of paying labor because the owner does not want to be involved in cultivating the land. The farmer reason to choose the profit sharing system is because of the willingness of the owner. The obstacles in implementing Law No. 2 of 1960 and Islamic Law in sharecropping are as follows: there is no socialization from any party related to Islamic law, there are habits that have been going on for generations, owners and farmers do not want to use complicated methods, from the point of view of the owners they feel good and fair with the system that is commonly used, and from the viewpoint of the majority farmers, they feel unfair but continue to implement it because the system is common in the community.¹³ This study has similarities in

¹² Aliffita Dian Pratiwi, *Pelaksanaan Perjanjian Bagi Hasil Tanah Pertanian Pada Tanaman Secondary product in agricultural Kaitannya Dengan Undang-Undang Nomor 2 Tahun 1960 Tentang Perjanjian Bagi Hasil (Studi Di Kecamatan Robatal Kabupaten Sampang)*, Kementerian Pendidikan Dan Kebudayaan Universitas Brawijaya Fakultas Hukum Malang 2013

¹³ Unggul Priyadi Dan Jannahar Saddam Ash Shidiqie, *Pelaksanaan Perjanjian Bagi Hasil Pertanian Lahan Sawah Studi Di Kecamatan Gamping, Kabupaten Sleman*, Yogyakarta, Millah Vol. Xv, No. 1, Agustus 2015.

the discussion of sharecropping agreements using the custom while the difference in this study analyzes using Law No.2 of 1960 and Islamic law.

The profit sharing ratio has not been proportional usually landowners want to get more profit than they should. Therefore, to achieve justice values, a percentage is used with the respective capital contribution. According to Andi Sri Wahyuni justice in the sharecropping agreement is still minimal with indicators of transportation, proportional, consistent ratio, balanced bargaining power, and compensation for farmers. The research conducted by Andi aims to determine the level of application of the justice value in the sharecropping system based on customs and find the concept of adjusting the customary profit sharing with sharia in order to apply the value of justice. The results of the study explain, there are still many defects to realize a system of profit sharing that applies the value of justice.¹⁴ This study has similarities in the discussion of sharecropping agreements while the difference in this research focuses on the application of justice values in the agreement.

A contract should be carried out based on an agreement that has been made jointly but Muhammad Rafly, Muhammad Natsir, and Siti Sahara in their research found that in the sharecropping agreement the landowners denied the agreement to get a bigger profit. So that the results of their research prove that the muzara'ah agreement made between landowners and farmers is not in accordance with the contract. In the previous agreement, that maintaining and caring for the garden or plant and its seedlings was borne by the sharecroppers. However, after the harvest period, the landowner wants a ratio that is more beneficial than the farmer, this is not based on the initial agreement stating the equal distribution.¹⁵ This study has

¹⁴ Andi Sri Wahyuni, *Penyesuaian Konsep Bagi Hasil Adat-Syariah Di Kelurahan Baranti, Kecamatan Baranti, Kabupaten Sidenreng Rappang*, Jurnal Akuntansi Multiparadigma Jamal Volume 4 Nomor 3 Halaman, Desember 2013, p.330-507

¹⁵ Muhammad Rafly, Muhammad Natsir, Siti Sahara, Muzarah (Perjanjian Bercocok Tanam) Lahan Pertanian Menurut Kajian Hukum Islam, Jurnal Hukum Samudra Keadilan, Vol. 2, No. 2, 2016

the same discussion in the sharecropping agreement that are analyzed with the concept of muzāra'ah while the differences in the location of the study.

According to Try Wahyuningsih, sharecropping agreements can develop solidarity between communities, especially landowners and farmers. This can be seen from the results of his research which shows that the implementation of sharecropping agreements can not only improve the economy but also solidarity in the community. This is evidenced by the concern between the owners and farmer which are realized by helping each other when one of them has a problem.¹⁶

The purpose of the sharecropping agreement is to provide *maslahah* for both parties in need. Sharecropping agreements can also provide multiple benefits for landowners besides being able to take advantage of their land as well as doing good by helping farmers work to meet their daily needs. For farmers, the sharecropping agreement can improve the economy of his family. This can be seen from the results of research carried out by Darwis which states that the sharecropping system is in accordance with the Islamic perspective by eliminating injustice for both parties.¹⁷ This study has similarities in the discussion of sharecropping agreements while the difference in the location of the research.

Fifi Alifatun Nisa and Nani Hanifah, in their research, revealed that the sharecropping system carried out by farmers has made the family prosperous. The application of the muzāra'ah contract on sharecropping which analyzed in Islamic economics is legal and appropriate, this can be seen from the provisions of elements, the conditions, forms of contracts, objects and the end of the muzāra'ah agreement in accordance with the Compilation of Sharia Economic Law (KHES).¹⁸ This study has similarities

¹⁶ Tri Wahyuningsih, *Sistem Bagi Hasil Maro Sebagai Upaya Mewujudkan Solidaritas Masyarakat*, Jurnal Komunitas, 2011.

¹⁷ Rizal Darwis, *Sistem Bagi Hasil Pertanian Pada Masyarakat Petani Penggarap Di Kabupaten Gorontalo Perspektif Hukum Ekonomi Islam*, Fakultas Syariah Iain Sultan Amai Gorontalo Al-Mizan Volume 12 Nomor 1 Juni 2016 p. 1-25

¹⁸ Fifi Alifatun Nisa Dan Nani Hanifah, *Tinjauan Ekonomi Islam Terhadap Bagi*

in the discussion of sharecropping agreement while the difference is in the location of the study.

From the research literature, it concluded the differences and similarities of the research studied are as follows:

No.	Name and research title	Similarities	Differences
1	Aliffita Dian Pratiwi “Pelaksanaan Perjanjian Bagi Hasil Tanah Pertanian Pada Tanaman Palawija Kaitannya Dengan Undang-Undang Nomor 2 Tahun 1960 Tentang Perjanjian Bagi Hasil (Studi Di Kecamatan Robatal Kabupaten Sampang)”	The discussion of sharecropping.	Analyzed using Law No. 2 of 1960 concerning Profit Sharing. The object of research on secondary crops.
2	Unggul Priyadi and Jannah Saddam Ash Shidiqie, “Pelaksanaan Perjanjian Bagi Hasil Pertanian Lahan Sawah Studi Di Kecamatan Gamping, Kabupaten Sleman, Yogyakarta”	Discussion of the sharecropping implementation.	Analyzing relationships their implementation in accordance with Islamic law
3	Rizka Nurmadany, “Pelaksanaan Perjanjian Bagi Hasil Tanah Pertanian Antara Pemilik Tanah Dan Penggarap Di Kabupaten Sleman, Universitas Atma Jaya Yogyakarta Fakultas Hukum 2016”	The discussion of sharecropping system.	Analyzed using Law No. 2 of 1960 concerning Profit Sharing.

No.	Name and research title	Similarities	Differences
4	Andi Sri Wahyuni, “ <i>Penyesuaian Konsep Bagi Hasil Adat-Syariah di kelurahan Baranti, Kecamatan Baranti, Kabupaten Sidenreng Rappang.</i> ”	The discussion of sharecropping concept.	Analysis of the level of application of the value of justice
5	Muhammad Rafly, Muhammad Natsir, Siti Sahara, “Muzarah (Perjanjian Bercocok Tanam) Lahan Pertanian Menurut Kajian Hukum Islam, di Desa Alur Nyamuk”	Application of the muzara'a concept	The location of the study was carried out in the village of Alur.
6	Try Wahyuningsih, “Sistem Bagi Hasil Maro Sebagai Upaya Mewujudkan Solidaritas Masyarakat”	The discussion of sharecropping system.	Only discuss maro yield shares and analyze the suitability of profit sharing objectives.
7	Rizal Darwis, Sistem Bagi Hasil Pertanian Pada Masyarakat Petani Penggarap Di Kabupaten Gorontalo Perspektif Hukum Ekonomi Islam	The discussion of sharecropping system.	The location of the research was carried out on the farming community in Gorontalo.
8	Fifi Alifatun Nisa and Nani Hanifah, "Tinjauan Ekonomi Islam Terhadap Bagi Hasil muzara 'ah Di Desa Tembokrejo Kecamatan Muncar Kabupaten Banyuwangi"	The discussion of sharecropping	Discussion of profit sharing from the compilation of Shari'a economic law

No.	Name and research title	Similarities	Differences
9	Mohammad Azharul Islam, Examining The Relevance And Validity Of Sharecropping Under Islamic Land Law.	The discussion of sharecropping .	Analysis of the concept of profit sharing according to land law in Islam
10	Jiancai Pi, A New Solution to the Puzzle of Fifty-Fifty Split in Sharecropping,	The discussion of sharecropping	50:50 proportion analysis according to capital included in the agreement.

From the literature review, it can be seen that this study has similarities in the discussion, namely sharecropping and differences in the purpose and location of the study. So this research is to reaffirm the practice of profit sharing carried out in the community, continuing the previous research and describe the application of sharecropping, especially at Sambirejo village, which is analyzed according to the concept of sharecropping in Islamic economic law.

G. Theoretical Framework

The sharecropping agreement in Sambirejo village will be adjusted according to the concept of sharecropping in Islamic law namely, *mukhābarah*. *Mukhābarah* is an agreement between landowners and farmers in cultivating field in return for a portion of the profits that are shared according to the agreement of the two parties where the seeds provision provided by farmer . Then, the sharecropping implementation based on custom in Sambirejo village will be analyze according to *mukhābarah* concept, which is consists of the elements, condition of *mukhābarah* and another requirement as follows:

1. The parties condition, the parties of the contract must be sane.
2. The cultivation are left to farmers.
3. The conditions for something to be planted must be the plan that have an impact on the growth

4. The harvest condition must be known clearly in the contract because it has the status as a wage, joint ownership, the profit sharing ratio must be determined in the contract and the profit sharing must be in general terms such as half, one third or quarter.
5. The land must be suitable for planting, clearly and surely known, and the existing land must be fully offered to the farmer.
6. The object of *mukhābarah* contract must be agricultural activity if the *mukhābarah* contract is used for other work such as cutting down trees, the agreement is not valid.
7. The agricultural tools used are included in the agreement by itself, not something that is intended in the contract.
8. The period of *mukhābarah* must be clear and certain.¹⁹

Then sharecropping in Sambirejo village will be analyzed using the concept of profit sharing according to Islamic economic law the theory of profit sharing according to Islam will be explained more in the next chapter.

In Sambirejo village the sharecropping proportion determined according to the planting season, namely *mertelu* (one third) in rainy season, *merpapat* (quarter) in *walikan* season (between rainy and dry seasons), *moro limo* (one fifth) in the *gadhu* season (dry) and *maro* or half. Profit sharing with *maro* is carried out without following differences in the season so the distribution with a ratio of 1: 2 is only based on the agreement of the landowner with the farmers. Then to analyze the sharecropping agreements implementation in Sambirejo village, the sharecropping proportion will be analyze according to sharecropping proportion in Islamic economic law. According to Maliki's provision of capital must equal between the landowner and farmer. Where the estimated rent value of land must equal with the capital provided by farmer, labor and cultivated cost.

The farmers purpose to use sharecropping system is to meet their daily need by cultivating landowners land. The farmer use the sharecropping system because they do not have their own land to work on. The landowners

¹⁹ Wahbah Az-Zuhaili, *Fiqh Islam Wa Adillatuhu* 6 ...p. 566-568

choose this system because they do not have time and capability to cultivate, and to get profit from the land without interfering in the cultivation. So that both parties has different goals in the sharecropping implementations.

The goal of sharecropping implementation based on tradition will be seen through values and purpose of sharecropping in Islam as follows:²⁰

1. Trust or keep promises, each contract must be carried out by the parties in accordance with the agreement by the parties concerned and avoid contract disagreement.
2. Careful. Each contract is carried out with consideration and carried out appropriately and carefully.
3. Does not change. Each contract with a clear purpose and careful calculation, to avoid the practice of speculation or maisir.
4. Mutual benefit. Each contract is carried out to fulfill the interests of the parties so that it is prevented from the practice of manipulation and harming one party.
5. Equality Where the parties in each contract have an equal position and have equal rights and obligations.
6. Transparency. Each contract that is carried out with the accountability of the parties openly.
7. Ability. Each contract is carried out in accordance with the capabilities of the parties so that it does not become an excessive burden for those concerned.
8. The convenience. Each contract is carried out by providing mutual convenience to each party to be able to carry out in accordance with the agreement.
9. Good faith. Where contract is carried out in the framework of enforcing benefit, does not contain elements of traps and other bad actions.

Then the sharecropping based on custom analyzed according to the values of sharecropping in Islamic law such as justice, mutual benefit, and good deeds.

²⁰ Kompilasi Hukum Ekonomi Syariah II Tentang Akad, p. 15-16

H. Research Methods

1. Types of Research

This research is qualitative research and data collection is carried out in triangulation, data analysis is inductive and the results of qualitative research emphasize the meaning rather than generalization.²¹ So that research will be carried out by observing directly, which reality in the field will be used as primary sources. With the main object is the implementation of sharecropping agreement between landowners and farmers in Sambirejo village.

2. Study Area²²

This research will be conducted in Sambirejo village, Mantingan District, Ngawi Regency. The location was chosen for the following reasons: First, in 2017 Sambirejo village became the village with the second largest rice harvest area of 1.290 ha with 7.948 quintal of rice production after Mantingan village.²³ Secondly, the population in Sambirejo Village mostly worked in agriculture, which was around 2,790 people. Third, one form of land management that is used by the community is sharecropping systems. Then the research will be carried out by analyzing the practice of sharecropping by farmers and landowners in Sambirejo village..

3. Data Types and Data Sources

The type of data in this study is qualitative, which is an approach to a particular behavior, phenomenon, event, problem or

²¹ Sugiyono, *Memahami Penelitian Kualitatif*, (Bandung: ALFABETA, 2014), p.1

²² Sugiyono, *Metode Penelitian Kuantitatif, Kualitatif, dan R&D*, (Bandung: ALFABETA, 2012), p. 147

²³ BPS Kabupaten Ngawi, *Kecamatan Mantingan Dalam Angka 2018*, (Ngawi, CV.AZKA PUTRA PRATAMA, 2018), p.101

situation that becomes the object of research whose findings are in the form of descriptions of meaningful sentences that explain a particular understanding.²⁴ Therefore the main data source in qualitative research is words, and the remaining actions are additional data such as documents and others.²⁵The data sources taken in this research include the following:

a. Primary data

Primary data sources are sources of data obtained from research subjects using measurement tools or data collection directly on subject as a source of information. Data is obtained directly from landowners and farmers.

b. Secondary data

Data obtained from other parties is indirectly obtained by researchers from the subject of research. This data is able to provide additional data in addition to basic data. This data source can be obtained from books, magazines, newspapers, journals, websites and others related to the sharecropping system.

4. Data Collection Techniques and Tools

Data collection techniques used in this study are triangulation, namely data collection techniques that are combined from various data collection techniques and existing data sources. Data collection techniques used are as follows:²⁶

a. Observation

That is research observations that are systematically recorded against the phenomenon. The type of observation that is straightforward or disguised observation, in this case the researcher

²⁴ Sonny Leksono, *Penelitian Kualitatif Ilmu Ekonomi*, (Jakarta: Rajawali Pers, 2013), p.181

²⁵ Lexy J. Moleong, *Metodologi Penelitian Kualitatif*, (Bandung: PT. Remaja Rosdakarya, 2004), p. 112

²⁶ Sugiyono, *Memahami Penelitian Kualitatif*, ..., p. 83

in conducting data collection stated frankly to the data source, that he was conducting research. But in a moment the researcher is also disguised in this observation to avoid if the data being sought is still kept secret. Then the researcher will observe the practice of sharecropping in Sambirejo, so that it can be known about the sharecropping system applied in the community.

b. Interview

That is getting information verbally with an informant. The type of interview used was an unstructured interview or informal interview to generate qualitative data through the use of open questions so an informant can talk in some depth and choosing their own words. Each respondent gave the same question regarding the system of agricultural production in the Sambirejo Village.

c. Documentation

Collecting data from books, notes, newspapers, magazines and others that relate to the problem of sharecropping.

5. Data Analysis

The analysis that will be used is descriptive analysis that is analyzing data by describing data that has been collected.²⁷ In the early stages researchers looked for facts about the concept of sharecropping by the community through observation, interviews, and documentation. After data collected the mass of data organized and reduced by selecting, focusing, and transforming data to transcriptions. After the data is reduced the author analyzes the results that have been collected by the sharecropping concept according to Islamic law and then, displayed the data by table and analysis.

I. The Structure of The Study

This research will be arranged as follows:

CHAPTER I : Consists of an introduction that covers several aspects

of scientific research, namely the background of the problem, subject matter, purpose and usefulness of research, literature review, theoretical framework, research methods and systematic discussion.

CHAPTER II: Describe in detail what is meant by sharecropping.

CHAPTER III: Describe the profile and situation in Sambirejo village, describe the practice of sharecropping agreements by farmers and landowners, and the latter analyze the practice of sharecropping by farmers with landowners.

CHAPTER IV: This chapter contains conclusions and suggestions.

CHAPTER II

THE GENERAL VIEW OF SHARECROPPING THEORY IN ISLAMIC ECONOMIC LAW

Sharecropping in Islamic economic law divided into two kinds, both are agriculture and plantation. Where the agriculture sharecropping depend on an area are consist of *muzāra'ah* and *mukhābarah* that are planted on a farm. The plantation sharecropping depend on an area consist of *musāqāh* (fruit), *muhaqalah* (field), and *mugarasāh* (garden). Then, the sharecropping theory used to analyzed in this research is *mukhābarah* where the crop are planted on an area in the form of farm.²⁸

A. The Definition

In Islamic law, profit sharing in agricultural business is called *muzāra'ah*. *Muzāra'ah* is derived from the word *zara'a*, which means crop.²⁹ In terms of *muzāra'ah* means giving land to the farmer so that he gets a share of the crop. For example, half, one third (1/3), or quarter (1/4) or less than that.³⁰ So the result *muzāra'ah* is a joint share of the crops between a landowner and farmer, with the profit sharing in accordance with a mutual agreement between the two parties.³¹ The Mālikīs defined it as a partnership in crops. According to the Hanbalīs defined it as a landlord giving a farmers access to work in his land of plant it, with an agreement to share the crop.³²

The term *muzāra'ah* is a form of contract between two parties, which

²⁸ Dr. Wahbah Al-Zuhayli, *Financial Transactions in Islamic Jurisprudence*, ...p. 537

²⁹ Drs. H. Ahmad Wardi Muslich, *Fiqh Muamalat*, ..., p. 391

³⁰ Ahmad Sarwat, *Seri Fiqih Islam Kitab Muamalat*, (Kampus Syariah, September 2009), p.177

³¹ Haris Faulidi Asnawi, *Sistem Muzāra'a Dalam Ekonomi Islam*, Millah Jurnal Studi Agama, Vol.4, No.2 January 2005, p. 99

³² Dr. Wahbah Al-Zuhayli, *Financial Transactions in Islamic Jurisprudence*, (Damascus: Dar Al-Fikr, 2002), Vol. 2, p. 521

is similar with the term mukhābara. *Mukhābarah*, derived from khabara, the meaning fertile land, or muhaqala. The Shafi'is defined mukhābara as working the land in exchange for part of the produce, where the farmer provide all seeds.³³ Some jurist compare the term *muzara'ah* with the term *Mukhābarah* with some considering them similar, while others making a distinction on the basis of who supplies the seed needed for sowing or capital used in the cooperation. If the seeds of the plant or capital are mostly from the landowner, then sharecropping is *muzāra'ah*. Whereas if the plant seeds or capital are mostly from farmer, then the sharecropping contract is called *mukhābarah*.³⁴

The landowner gives the right to use his land to the farmer (cultivator) and supplies the seeds it called *muzāra'ah* and it called *mukhābarah* when the seed provided by the farmer and the landowner provided the land. Both *muzāra'ah* and *mukhābarah* have similarities and there are also differences. The equation is between *muzāra'ah* and *mukhābarah* occurring in the same event where the landowners give their land to the farmer to manage and the differences is in the capital sharing and share of agricultural products.³⁵

Sharecropping system is more appropriately referred as joint share of land management rather than land rent. The sharecropping system is considered closer to justice compared to a fixed rental system. Joint cooperation in sharecropping agreement is fairer, reflecting the attitude of help and make economic activities better because both parties can enjoy the proceeds and bear joint losses proportionally.³⁶

³³ Ibid, p. 521

³⁴ Jefri Putri Nugraha, *Sistem Muzara'ah Sebagai Alternatif Pembiayaanpertanian Di Indonesia*, Iqtishodia Jurnal Ekonomi Syariah, Vol. 1, No. 2, September 2016, p. 88

³⁵ M. Furqan, *Pengaruh Prinsip Al- Muzara'ah Dan Al- Mukhabarah Terhadap Perjanjian Bagi Hasil Pertanian (Studi Di Kecamatan Semadam Kabupaten Aceh Tenggara)*, Premise Law Jurnal Vol 1 (2016), p.15

³⁶ M.B. Hendrie Anto, *Pengantar Ekonomika Mikro Islam*, (Yogyakarta: Ekonisia,), p. 197

B. The Legality

Mukhābarah is a form of joint cooperation between farmers and landowners. *mukhābarah* occur because there are people who have the ability to farm but do not have the land whereas people who own land but do not have the ability to sow. Hence Islam provides a solution for both parties problems by using a sharecropping system. There are traditions referring to absolute permission to *mukhābarah* , namely one of tradition narrated by Mu’adh Bin Jabal. Where the tradition shows that in the time of the prophet, Abu Bakar, Umar and Ustman rented the land with a third and a quarter of harvest production.³⁷ Mu’adh bin Jabal reported: The land was rented during the times of chaliph, Abu Bakr, ‘Umar and Uthman for the third and a quarter of the produce and it is practised till this day.³⁸

Ibn ‘Abbas reported: When the Holy Prophet (may peace be upon him) conquered Khaibar, he made an stipulation with them (the Jews) that the entire land, gold and silver would belong to the Holy Prophet (may peace be upon him). The people of Khaibar said to him: “we are conversant with (the cultivation of) the land; so grant us these lands so that we cultivate them and take half of the fruits as our share and leave half of it to you.” The narrator alleged: He granted the land (of Khaibar) on that condition to them (i.e. the Jews). When the harvest of dates was ready, He (the Holy Prophet, may peace be upon him) sent Ibn Rawaha to them. He assessed the yield (and the people of Madina termed it as Khars). he said: on so and so such and such (zakat) is payable. The Jews proclaimed to Ibn Rawaha: You have over assessed the yield. Ibn Rawaha said: “I harvest the yield and give you half of what I assessed it to be.” On this they said: “This is the truth, and on it stand the heaven and the earth.” They said: “We are agreed to take what

³⁷ Muhammad Akram Khan, *Economic Teaching Of Prophet Muhammad (May Peace Be Upon Him)*, International Institute Of Islamic Economics, Islamabad, p. 54.

³⁸ Imam Muhammad Bin Yazeed Ibn Majah Al-Qazwini, *English Translation of Sunan Ibn Majah*, Translated by: Nasiruddin al-Khattab, Vol.3, (Riyadh: Maktaba Darussalan, 2007), p.409-410.

you have said.”³⁹

Ibn ‘Umar reported that Allah’s Messenger (may peace be upon him) contracted with the people of Khaibar the trees on the condition that he would have half the fruits and harvest.⁴⁰

Also, Ibn ‘Umar (Allah be pleased with him) reported: Allah’s Messenger (may peace be upon him) handed over the land of Khaibar (on the condition) of the share of produce of fruits and harvest, and he also gave to his wives every years one hundred wasqs, eighty wasqs of dates and twenty wasqs of barley every years. When ‘Umar become the caliph, he distributed the (land and trees) of Khaibar and gave option to the wives of Allah’s Apostle (may peace be upon him) to earmark for themselves the land or water or stick to the wasqs (that they got) every year. They differed in this matter. Some of them opted for land and water, and some of them opter for wasqs every year. ‘A’isha and Hafsa were among those who opted for land and water.⁴¹

‘Abdullah bin ‘Umar reported that when Khaibar had been conquered, the Jews asked Allah’s Messenger (may peace be upon him) to let them continue (cultivation in those lands) on half of share of yield in fruits and crop, whereupon Allah’s Messenger (may peace be upon him) said: “I will allow you to continue here , so long as we would desire.” The rest of the hadist is the same, but with this addition: “The fruit would be distributed equal to the half of Khhaibar. And out of half of the produce of the land, Allah’s Apostle (may peace be upon him) got the fifth part.”⁴²

³⁹ Imam Muhammad Bin Yazeed Ibn Majah Al-Qazwini, *English Translation of Sunan Ibn Majah*, p.41.

⁴⁰ Muhammed Ibn Ismaiel Al-Bukhari, *The Translation of the Meaning of Sahih al-Bukhari*, Translated by: Dr. Muhammad Muhsin Khan, Vol. 3, (Riyadh: Maktaba Darussalam Publishers and Distributors, 1997), p.267-268. and Imam Hafiz Abu ‘Eisa Mohammad Ibn ‘Eisa At-Tirmidhi, Jami’ At-Tirmidhi, Abu Khaliyl, Vol.3, (Riyadh: Maktaba Darussalam, 2007), p. 173.

⁴¹ Imam Abul Hussain Muslim Ibn al-Hajjaj, *English Thanslation of Sahih Muslim*, translated by Nasiruddin al-Khattab, Vol. 4, (Riyadh: Maktaba Dar-us-Salam, 2007), p.267

⁴² Imam Hafiz Abu Dawud, *English Thanslation of Sunan Abu Dawud*, Translated

It was narrated by Bukhari from Jabir who said that the Arabs always cultivated their land in a *muzāra'ah* with a ratio of profit sharing of one third, a fourth, and a half, so the Prophet said, " whoever has land should cultivate it himself or give it to his (Muslim) brother free of charge for cultivation; otherwise keep it uncultivated."⁴³

Abu Hanifa and Zufar impermissible *muzāra'ah* because they considered *muzāra'ah* is invalid contract. It is the same as Shafi'i who impermissible *muzāra'ah* except the contract as a derivative of the *musāqāh* contract. Their decision of invalidity *muzāra'ah* based on the Prophet's (pbuh) prohibition of *mukhābara* which is same as *muzāra'ah*. The reason of impermissible is farmer wage is non exist at contract inception and uncertain amount. Traditions referring to absolute permission, the Prophet' (pbuh) dealing with the Khaibar people, was taking a fixed percentage of produce one third or one quarter of output as a tax based on mutual agreement, which is permissible.⁴⁴

Malik, Muhammad, Abu Yusuf Imam Ahmad, Dawud Azh Zhahiri and Ibn Sharih argued that *muzāra'ah* is legal. Similarly, Ibn Huzaimah, Ibn Mundzir, and Khatabi have the same idea. Ibn Khatabi argues that *muzāra'ah* contract is the work of Muslims in various cities, but no one decides that the law is void. He also agreed because in syariah the law was legitimate and it was a good and wise opinion. Ibn Hanbal considered the tradition which forbade *muzāra'ah* contract to be doubtful tradition (*dhaif*). As for Malik, Abu Hanifah and Shafi'i considered these hadiths to be void because they were incompatible with the reasons (*illat-illat*).⁴⁵

by: Hafiz Abu Tahir Zubair 'Ali Za'i, Vol. 3, (Riyadh: Maktaba Darussalam, 2008), p.505.

⁴³ Muhammed Ibn Ismaiel Al-Bukhari, *The Translation of the Meaning of Sahih al-Bukhari*, Translated by: Dr. Muhammad Muhsin Khan, Vol. 3, (Riyadh: Maktaba Darussalam Publishers and Distributors, 1997), p.305.

⁴⁴ Dr. Wahbah Al-Zuhayli, *Financial Transactions in Islamic Jurisprudence*, ...p. 522

⁴⁵ Ahmad Isa Asyur, *Fiqih Islam Praktis Bab Muamalah*, (Pustaka Mantiq), p. 102-103

The opinions explain the reason to be impermissible because unclear wage condition and amount of wage at the beginning of the agreement. Then the permissible reason which is shown through the cooperation carried out by Prophet to the Khibar it is *kharaj muqassamah*, which is a tax obligation that must be given from the yield of a certain amount of agricultural land. This is also a joint between properties and work such as *mudhāraba*, therefore this agreement is permitted. Another reason is to help people to meet their needs because not everyone has expertise in farming and not everyone has agriculture land to cultivate. Then if both of them make an agreement it will cause a lot of goodness and profit.

C. The Element of *Mukhābarah*

Mukhābarah contract is an agreement with general elements.⁴⁶ According to scholars of Islamic jurisprudence the elements in the contract consist of parties that carry out contracts, object contracts, and offer and acceptance. As a sign of agreement in the contract of *mukhābarah* offer and acceptance, it can be done by saying, wherein the landowner says to the cultivator, "I give you this land with *mukhābarah* " and the cultivator says, "I accept" or what words indicate acceptance.⁴⁷ Whereas according to the Hanafis, the element of *mukhābarah*, that is just offer and acceptance between landowners and farmers. In detail, there are four elements of *mukhābarah* according to Hanafis, those are land, workers' actions, capital and tools for planting. The Hanbalīs ruled that *mukhābarah* do not depend on a verbal acceptance of the offer. If the farmer begins working the land that is can be considered an implicit acceptance.⁴⁸

Thus elements in the contract according to the majority of Islamic jurisprudence scholars are the parties who carried out the contract, the object

⁴⁶ Wizāratu al-Auqāf wa al-Syu'ūni al-Islāmiyah, *al-Māusū 'ah al-Fiqhiyyah*, Ed.1, Vol. 37, (Kuwait: Tibā 'ah z|atu al-Salāsīl, 1418H-1997M), p. 52

⁴⁷ Imām 'Alāu al-Adīn Abī Bakr bin Mas 'ūd al-Kāsānī al-Hanafī, *Bada' 'i al-Ṣana' 'i Fī Tartībi al-Syarā' 'i*, Ed.2, Vol.5, (Bairut: Dār al-Kitāb al-Arābī, 1974), p. 264

⁴⁸ Dr. Wahbah Al-Zuhayli, *Financial Transactions in Islamic Jurisprudence*, ..., Vol. 2, p. 522

of contract and offer and acceptance. But, there are differences of opinion regarding *mukhābarah* element such as Hanafis who argues that element of *mukhābarah* enough with only offer and acceptance and Hanabilas who argued that the element of *mukhābarah* are enough to start working without verbal acceptance from farmer.

D. The Condition of *Mukhābarah*

The legal requirements for *mukhābarah* are specifically found on both parties, crops, crops, planting land, what is required and the term of the agreement. With the following details:

1. The parties conditions

There are two conditions for those who do *mukhābarah* , namely: Sane, the parties to the contract must be sane. If the parties insane or a baby who does not understand about *mukhābarah* and does not has ability to give or receive make an agreement then the contract is void. Because the ability to give and receive a valid conditions for someone to do a legal act. Whereas bulugh (majority or legal age) is not a condition to be allowed to do *mukhābarah* contract. According to analogical reasoning (qiyas) Abu Hanifah the other condition is the parties not an apostate.

2. The seed conditions

According to Hanafis and Hanbalīs the types of crop to be planted must be known, the type and nature.⁴⁹ Plants that are planted must be known because the condition of the plants varies according to the crops planted. The agricultural produce can be increased if the type of crops are planted in accordance with the conditions of the land and also can be decrease if the type of crops is not in accordance with the conditions of the land. Therefore, it is required to explain the types of plants that will be planted to avoid disadvantage. Unless the

⁴⁹ Wizāratu al-Auqāf Wa al-Syu'ūni al-Islāmiyah, *al-Māusū 'ah al-Fiqhiyyah*, ..., p. 55

landowner allows the farmer to plant crops in according to the wishes of the farmer, the farmer does not required to explain the type of crops to be planted.⁵⁰ This act shows the willingness of the landowner with the disadvantage possibility during harvest time. Unless the landowner require not to plant crops that endanger his land, then the farmers must comply with these conditions. As for the conditions of restriction on the number of crops the scholars of Islamic jurisprudence having different opinions. Which according to Hanafis the restriction on the number of crops is not required.⁵¹

3. The Capital

Both parties must share equally or proportionally in all inputs and output, otherwise the *mukhābarah* is deemed defective. The land rent cost must equally with labor and other tools cost provide by farmer. After the partnership is binding, it is permissible for either party to donate an increased share in cost or profits if they so wish.⁵²

4. The Plants Conditions

The plants must be eligible for growth in standard agricultural conditions. The product sown should be something useful and enable to cultivation.⁵³

5. The Farmers

As for farmer, he must be someone who understands agriculture. The work must show results, such as by increasing the results from the usual.⁵⁴

⁵⁰ Imām ‘Alāu al-Adīn Abī Bakr bin Mas ‘ūd al-KāSāNī al-Hanafī, *Bada’ ‘i al-Şana’ ‘i Fī Tartībi al-Syarā’ ‘i...*, p. 267

⁵¹ Wizāratu al-Auqāf Wa al-Syu’ūni al-Islāmiyah, *al-Māusū ‘ah al-Fiqhiyyah*,..., p. 55

⁵² Dr. Wahbah Al-Zuhayli, *Financial Transactions in Islamic Jurisprudence*, ..., p. 527

⁵³ Imran Ahsan Khan Nyazee, *Islamic Law Of Business Organization Partnerships*, (Kuala Lumpur: The Other Press), P. 284

⁵⁴ Imām ‘Alāu al-Adīn Abī Bakr bin Mas ‘ūd al-KāSāNī al-Hanafī, *Bada’ ‘i al-Şana’ ‘i Fī Tartībi al-Syarā’ ‘i...*, p. 267

6. The produce conditions

The agricultural produce is the results that will be distributed to both parties who carry out the *mukhābarah* contract, with the following conditions:

- a. Parties who do not provide the crops explain and mention their parts of agricultural products. According to Hanafis this must be explained because the share ratio is the wage of his work or land. Therefore, the share of each party must be known and explained.
- b. Both parties, landowners and farmers must get their share, because that is the purpose of the *mukhābarah* contract. If agricultural products are only for one party, then the contract of *mukhābarah* is void. The *mukhābarah* contract is a *syirkah* contract with certain conditions. If the conditions are broken off it damages the contract, because *mukhābarah* is a contract that starts with the contract of *ijarah* and ends with a *syirkah* contract.
- c. The portion for each party is a portion of the yield of agricultural land. If the part of results is required from other agricultural land, the *mukhābarah* contract is canceled because it is a rent contract with a portion of the produce and it is not like a rent contract in general.
- d. The produce must be known at the beginning of the agreement to avoid a dispute. The produce must be divided according to unidentified shares such as half, one third, quarter, etc. such as *Ijarah* contract where the wage must be known before the worker does the work. *Mālikīs* and *Hanbalīs* require equality in the produce if the seeds come from both parties. The *mukhābarah* contract is invalid if one of the parties requires for a certain part of the harvest because the harvest is something that is not yet known in the exact amount. Besides if one of the parties requires the results of the number of seeds for their part and the remainder of the harvest is shared for both parties, then the *mukhābarah* contract is damaged because all the

crops come from the growing seeds. Therefore the entire crops will be the property of the seeds provider while the others will not get the produce, then the intention of the agreement will be terminated.

7. The object of contract conditions

The object of *mukhābarah* contract is known, because ignorance causes disputes and hostility. The object of the agreement of *mukhābarah* must be known, because ignorance can cause disputes and hostility. First, the benefits of workers become the object of *mukhābarah*. The benefits of employment become an object if the landowner provided the seed because the landowner becomes the person who employs the farmer to work on his farm in return for a certain part of the crop. Second, the benefits of land can be an object if the seed comes from the farmer because the farmer becomes the tenant of the land by paying the landowner with a portion of the yield that grows from the land.

8. The land conditions

The agreement is invalid or void. If the land used is not suitable for use in agriculture because the assets used in the agreement will be useless and will not bring benefits or profit. Then the land must be fertile. According to Hanafis, if the land is usually suitable to be planted, but when the water source is cut off, flooded, snowy and others cause the land cannot be planted, the *mukhābarah* contract is still valid to be carried out.

- a. The land must be known for *mukhābarah* contract to be a valid, since ignorance may lead to disputes.
- b. Giving full access to farmer to use the land for agriculture. If the contract includes a condition of landowner to interfere in then *mukhābarah* contract would be deemed invalid.⁵⁵

9. The production tools conditions

⁵⁵ Dr. Wahbah Al-Zuhayli, *Financial Transactions in Islamic Jurisprudence*, ..., p.

The usages of tools or livestock are not a purpose of the contract but it must be derivative of the contract. Thus, the *mukhābarah* contract would be deemed defective if the contract is written for the express purpose of using such tools or animals.⁵⁶

10. The period of contract conditions

The duration of *mukhābarah* must be known, since the contract is in essence a lease in exchange for crop share. Because lease are invalid if the period is unknown, so is *mukhābarah*. The scholars of Islamic jurisprudence have different views as follows: According to Hanafis opinion, the *mukhābarah* contract must have a time limit if it has not been determined or the time limit is unknown then the *mukhābarah* contract becomes vitiated, because *mukhābarah* is a rent with result from the produce and *ijarah* is invalid if the time unknown so is *mukhābarah* contract. The condition required to determine sufficient time limits for planting until harvesting and allow it to carry out *mukhābarah* for many years with an explanation and limitations regarding the time of the agreement. Some Hanafis believe that it is illegitimate if the time of contract is not explained. According to Hanbalīs, there is no requirement for an explanation of the time limit of the muzāra'a contract because the Prophet did not mention the time for the Khaibar.

E. The Types of *Mukhābarah*

There are four types of *mukhābarah* agreements, three of which are legal and one of them is void. The forms of the *mukhābarah* contract according to Abu Yusuf and Muhammad are as follows:

1. The land and the crop from one party, while work and tools for farming from the other party. In this form the sharecropping agreement is permissible. Then the status of the landowner as a tenant to the farmer power and crops from landowner, while the

⁵⁶ Ibid, p. 526

tool is shared with the farmer.

2. The land is provided by one party, while tools, crops, and labor are from another party. In this form, the *mukhābarah* contract is permitted, and the status of the cultivator as a tenant for the land in return for a portion of the results.
3. Land, tools, and crops are provided by one party (landowner), while the workforce (work) from the farmer. In this form, *mukhābarah* is permitted and the status of the landowner as a tenant to the farmer in return for a portion of the results.
4. Land and tools are provided by one party (landowner), while crops and work from other parties (farmer). In this form *mukhābarah* becomes a vitiated contract because if the contract is considered as renting land, it is required that the farming tools from the landowner cause rent to become a vitiated, because the benefits from the land are different from the benefits of agricultural equipment. Likewise, if the contract is considered to be hiring tenants, then the crop must be from the cultivator, causing *ijarah* to become a vitiated, because the crops goes to the landowner instead the farmer.⁵⁷

F. Invalid Condition of *Mukhābarah*

1. All yields are only required for one party, either landowners or smallholders. The contract void because this condition damage the characteristics of *mukhābarah* contract.
2. The condition that lead to injustice in the share distribution for each party. Conditions that can damage the contract, namely the profit sharing ratio is unknown, require profit sharing in a certain amount and require a certain part of the agricultural land.
3. Require cultivation of agricultural land to landowners.
4. Requires the provision of animals by landowners and requires the benefits of these animals included in the *mukhābarah* contract.
5. Require farmer to load and maintain yields after diving the results

⁵⁷ Drs. H. Ahmad Wardi Muslich, *Fiqh Muamalat*,..., p. 401

between landowners and farmers.

6. Require the landowner to maintain the plant before the harvest period.
7. Landowners provide conditions to farmers to carry out work that has an effect or influence after the agreement such as building walls or making holes in rivers or dams and others that have benefits after the end of the *mukhābarah* contract.

G. The Effect of a Valid *Mukhābarah*

The valid *mukhābarah* is terminable contract for the farmer, but the contract is binding upon the landowner. If the farmer does not want to continue the contract after the agreement is made, the farmer has the right to do so. The work related to cultivation and sowing must be done by farmers while the work related to transportation and harvesting is a joint liability. The produce from agricultural land must be divided according to a predetermined ratio. If the land does not produce anything, neither the farmer nor the landowner gets anything. Where the tenant is not entitled to wages for his work and the landowner is not entitled to get paid for his land.⁵⁸

While according to Hanafis the valid *mukhābarah* has legal consequences as follows:

1. Everything related to plant maintenance is borne by cultivators.
2. Financing for plants is shared between farmers and landowners, which will be calculated with the income earned.
3. The results obtained from the cultivation of land are shared among farmers and landowners in accordance with the terms of the agreed conditions within the contract.
4. The *mukhābarah* contract according to Hanbalīs is a terminable contract, whereas according to Malikiyah it includes a binding contract if the crop has been sown. According to Hanfīs, from

⁵⁸ Imran Ahsan Khan Nyazee, *Islamic Law Of Business Organization Partnerships*,..., p. 285

the side of the landowners, the *mukhābarah* contract includes a terminable contract but from the other parties this contract including a binding contract. Thereby the *mukhābarah* contract is irrevocable unless there is a reason (*udzur*).

5. Watering or maintaining plants, if it is agreed to be done together then the matter must be carried out. However, if there is no agreement, the farmer is most responsible for watering and maintaining the plant.
6. It is permissible to add a part of the income specified in the contract.
7. If one of the parties dies before the agricultural produce are known, the farmer gets nothing, because the fixed contract of *ijarah* is based on the fixed time.⁵⁹

H. The Effect of a Vitiating *Mukhābarah*

According to Hanafīs there are a number of provisions for the invalid *mukhābarah*, namely:

1. There is no obligation for the farmer from the work of *mukhābarah* because the contract is not valid.
2. The results obtained from cultivated land are all for who provided the crops, both the landowner and farmer. In this case, Malikiyas and Hanbalīs agree with Hanafīs, namely if the contract void then the agricultural produce for who provided the crop.
3. If the crop provide by the landowner then the farmer gets a salary for his work, because of the *mukhābarah* contract is void. If the crop provide by farmer, the landowner has the right to obtain a lease on his land, because in these two cases the status of the contract become the lease contract. In the first case, all the agricultural produce obtained for to the landowner, because the result is an addition to his property. For the second problem, not all agricultural produce are made for farmers, but instead, they take as many crops as they provide and as much as the land rent was given to the owner

⁵⁹ Drs. H. Ahmad Wardi Muslich, *Fiqh Muamalat*,...p.401

and the rest is paid for shadaqah by the farmers.

4. In the void *mukhābarah* , if the farmer has worked on the land, he must be given equal wages, even though the land that is cultivated does not produce anything. This is due to the status of *mukhābarah* as a leasing contract. As for the valid *mukhābarah* , if the land does not produce anything, the farmers and landowners get nothing at all.
5. According to Imam Abu Hanifah and Abu Yusuf, commensurate wages in void *mukhābarah* must be determined by the number mentioned, according to the agreement of the two parties. Meanwhile, according to Muhammad bin Hasan, commensurate wages must be paid in full, because it is a measure of the price (value) of benefits that have been fulfilled by farmers.⁶⁰

I. The Rescission of *Mukhābarah*

The contract usually ends after achieve the purpose of muzāra'ah. The muzāra'ah contract be canceled and terminated before the intent and purpose of muzāra'ah carried out. If it is rescinded before cultivation, the farmer will not get anything. If it is rescinded after cultivation and agricultural land produces something and has been harvested then agricultural products remain divided by a predetermined ratio. However, if the agricultural produce has not been harvested and there is still the remainder work that has not yet been completed, the cultivator still get a share of the results of the work done beforehand and he is entitled to be paid reasonable wages for his remaining work. According to Hanafis muzāra'ah may be terminated because of the following conditions:

1. The duration of the *mukhābarah* agreement comes to an end.
2. The death of one of the parties, either before cultivation or afterward, whether the fruit can be harvested or not. This opinion was expressed by Hanafis and Hanbalīs, but according to Mālikīs and Syafi'iyah, *mukhābarah* did not comes to en end because of the

⁶⁰ Drs. H. Ahmad Wardi Muslich, *Fiqh Muamalat*,...p.402

death of one of the parties who carried out the contract.

3. The existence of *udzur* or reasons, both from the landowner and the farmers.
4. The landowner has a large and urgent debt, so the land that is being worked on by the farmer must be sold to other and there are no other assets other than the land.
5. The emergence of reasons (*udzur*) from the tenants such as illness, travel for business activities, or physical *jihad*, so that he cannot manage the land.⁶¹

J. The Wisdom of *Mukhābarah*

Many humans have livestock such as buffalo, horse, and other. They was able to farm to make their living but did not own land. Conversely, many people have fields, land, and other, which are suitable to be panted, but do not have livestock to cultivate the fields or they themselves do not have time to work on it. Then most of that land is left and cannot produce anything.

Mukhābarah is intended to avoid having livestock that is less able to be used because there is no land to cultivate and avoid land that is also left not produce anything because no one is working. So *mukhābarah* is a concept of cooperation in an effort to combine the potential of each parties with the aim of being mutually beneficial.

⁶¹ Drs. H. Ahmad wardi muslich, *Fiqh Muamalat*,..., p.404

CHAPTER III

DATA ANALYSIS ON SHARECROPPING IMPLEMENTATION IN SAMBIREJO VILLAGE, SUB MANTINGAN, NGAWI DISTRICT

A. DESCRIPTION OF SAMBIREJO VILLAGE ⁶²

1. Geographical and Topographical Conditions

Sambirejo is one of 7 villages in Mantingan sub-district, located approximately 4 km to the east from Mantingan Sub-district. Sambirejo area is 839,665 ha with 7,571 populations of 2,321 a number of Heads of Families. It has regional boundaries with the following details:

Table 3.1

Village Boundaries

No.	Village Boundaries	Village
1	North	Sekarjati
2	East	Pengkol
3	South	Banyu Biru
4	West	Mantingan

Source: Sambirejo Village Documentation

Sambirejo has a dry and rainy season, which has a direct influence on the planting patterns in Sambirejo village. Sambirejo is not a village left behind from other villages, although the residents of Sambirejo village are classified as poor or underprivileged. Based on the topographic state of Sambirejo village is a plain with an altitude of 70 meters above sea level. Likewise, the topography in another villages are plain with an altitude above 67-100 meters above sea level (MASL).⁶³

⁶² Documentation of Sambirejo village

⁶³ Bps Kabupaten Ngawi, *Kecamatan Mantingan Dalam Angka 2017*, (Cv. Azka Putra Pratama, 2017), p. 4

Table 3.2**Villages Topography**

No.	Villages/ District	Status	Topografi	Meters Above Sea Level (m)
1	Tambakboyo	Village	Lowland	100
2	Pakah	Village	Lowland	93
3	Kedungharjo	Village	Lowland	74
4	Mantingan	Village	Lowland	74
5	Sambirejo	Village	Lowland	70
6	Pengkol	Village	Lowland	67
7	Jatimulyo	Village	Lowland	75

Source: Sambirejo Village Documentation

From the data, it can be seen that Mantingan district is the lowland areas because it is located below two hundred meters above sea level. The lowland has been inhabited by many people and its economic lives are mostly in agricultural industries related to agriculture and plantation.

2. Village History

Sambirejo village has been around since the Dutch era, around the 1800th century. Sambirejo Village is a village located in Mantingan District, Ngawi Regency. The majority of the people's livelihoods in Sambirejo Village are farmers. Sambirejo village is divided into five hamlets namely: Kajen Hamlet, Teluk Hamlet, Kedungmiri Hamlet, Sambirejo Hamlet and Dadung Hamlet, and each hamlet has a different history and origin. The Janganan Hamlet is the oldest hamlet compared to the other hamlets. With the local wisdom of the elders at that time, the seven hamlets were put together into Sambirejo village.

Previously, Sambirejo village was an uninhabited area whose area was filled with thick and large trees and had a cold temperature. This is where the refugees of the Mataram Kingdom war at that time against the Dutch Colonial Government and opened land to become a hiding place which eventually developed into a place of settlement

and agricultural land. The residential area is overgrown with Sambi trees, which are a source of livelihood for the community. Therefore the name of the plant was used to become the name of the village, namely Sambirejo village.

So the Sambirejo village was used as a place to hide from colonialism in the 1800th century. The area was used as agricultural land by the rural community. Since Sambirejo village was used by population for settlements until now then it has a lot of agricultural lands. So agriculture is not something new for the society in Sambirejo village and even become a habit inherited.

3. Demography

The population of Sambirejo village reaches 7,571 inhabitants, consisting of 3,707 male residents and 3,864 female residents with 2,312 heads of families with the following details:

a. Population by religion

In terms of religion and beliefs, the majority of the residents of Sambirejo village are Muslim. The details are as follows:

Table 3.3

Number of Population by Religion

No.	Religion	Population
1	Islam	7.370
2	Christian	35
3	Catholics	166
4	Hindu	-
5	Budhists	-

Source: Sambirejo Village Documentation

From the data above has been seen that there are only Islam, Christianity, and Catholicism which is held by the Sambirejo peoples. Where the population of Muslims populations is the highest number, namely it reaches 7.370 peoples, then followed by the Catholicism with a total reaches 166 people and by Christianity

as many as 35 peoples.

b. Population by livelihoods

Majorities of the population's livelihoods in Sambirejo village still in the agrarian sector. Here confirms that the farm sector has an influential role in the economics of society. This following data are the number of population's based on their livelihood as follows:

Table 3.4

The Number of Population by Livelihoods

No.	Livelihoods	Population
1	Farmer	2.790
2	Public Servants	55
3	Stockman	126
4	Craftsman	6
5	Police	7
6	Retired	251
7	Traders	452
8	Others	523

Source: Sambirejo Village Documentation

From the data above, it had noticed that the highest number of population livelihood is as a farmer namely, it reaches 2.790 people and the least are jobs as craftsmen with a total of 6 people and the military/police with a number 7 people.

4. Social Condition

The majority of the people's livelihoods in Sambirejo Village are engaged in agriculture. Sambirejo village has a problem that often appears, namely the lack of employment for the village population. So the level of poverty in the village is still high.

5. Economic Condition

The natural resources in Sambirejo village are highly supportive of economic and socio-cultural developments in Sambirejo village.

Where the geographical location of the village quite strategic, namely as a transportation route connects the Districts namely Mantingan District with Widodaren District, Karanganyar and Sambungmacan District, Gondang, Sragen Regency, Central Java. In Sambirejo village, most of the people's livelihoods are farmers who are predominantly Muslim and have adherence to customs and traditions.

6. Village Potential

Sambirejo village has enormous potential both from natural resources and human resources but the potential of existing natural resources has not really been optimized to empower the community.

Table 3.5

The Potential of Natural Resources

No.	Natural Resource	Volume	Unit
1	Rice field	491	ha
2	Water source	-	-
3	The land area	65	ha
4	Rivers	25.000	m
5	Plants: rice, corn, and secondary crops	491	ha

Source: Sambirejo Village Documentation

The data above shows that natural resources in the form of rice fields and land area for secondary crops both have an area of 491 hectares.

B. THE IMPLEMENTATION OF SHARECROPPING SYSTEM AT SAMBIREJO VILLAGE

From the description before, explains that Sambirejo village has total rice field area of 491 ha with the majority of the population having jobs as farmers, as many as 2790 people. Here points out that the agricultural sector in Sambirejo village has an extended influence on the economic growth from the population within the village.⁶⁴

⁶⁴ Documentation Of Sambirejo village

Populations manage farmland with different systems, which are managed by themselves, hire workers, rent area and sharecropping. The community will do its own processing system because there is only a small amount of land. Whereas landowners reason who manage by rent system because landowners are usually left, entrepreneur or civil servants who do not have the opportunity to work on fields. For the farmer who do not have an area, they can usually rent area with an agreement in a year or according to the farming period. For farmers who do not rent the land usually become laborers to work in change for the wages from landowners. The following system is sharecropping agreement where the landowner does an agreement with the farmer by sharing the agricultural yield according to the agreement.

The profit sharing ratio according to the custom of the community in Sambirejo village is determined based on the planting season, namely mertelu (one third) in rainy season, merpapat (quarter) in walikan season (between rainy and dry seasons), moro limo (one fifth) in the gadhu season (dry) and maro or half. Profit sharing with maro is carried out without following differences in the season so the distribution with a ratio of 1: 2 is only based on the agreement of the landowner with the farmers. Then to analyze the sharecropping agreements implementation in Sambirejo village according to Islamic law, the data are described as follows:

1. The Informants

In Sambirejo village there are around 19 farmers and 19 landowners who implement sharecropping agreements with the area of agricultural land used in the sharecropping agreement around 20% of the 491 ha of agricultural land in the Sambirejo village. In this study, the informant was a resident of Sambirejo village. Informants are landowners and farmers who implement sharecropping agreements in Sambirejo village. There are 3 landowners and 5 farmers who were used as informants to collect the data. The key informant was chosen purposively to obtain information about the data needed. The following is the informant's data based on the amount:

Table 3.6
The Informants Data

No.	The Informant	The profession	Experience (year)
1	Informant 1	Landowner	5
2	Informant 2	Landowner	12
3	Informant 3	Landowner	10
4	Informant 4	Farmer	5
5	Informant 5	Farmer	12
6	Informant 6	Farmer	10
7	Informant 7	Farmer	5
8	Informant 8	Farmer	10
9	Informant 9	Supporting	-
10	Informant 10	Supporting	-

Source: Primary Data

Moreover, there are several supporting informants who are used to strengthen the information that has been collected. The supporting informants were the government officials of Sambirejo village, namely the Secretary of Sambirejo village and the Head of Dadung Hamlet who also served as Chair of the Farmers Group in Sambirejo village.

An informant is a person who is capable according to the legal age, between the ages of 34 years old to 60 years old. Then informant includes adults person, namely people who are capable of carrying out legal actions. Adults are people who have reached the age of 21 years old and married.⁶⁵ According to Law No. 13 of 2003 concerning manpower article 1 number 26 described that the age limit considered to be an adult is 18 years old.⁶⁶ So all informants are someone who is able to carry out and be responsible for

⁶⁵ Pasal 330, Bab Xv Keblumdeewasaan Dan Perwalian , Kitab Undang-Undang Perdata, h. 90. Subekti, Dan R.Tjitrosudibio, 2004. Kitab Undang-Undang Hukum Perdata. Cet.34. Jakarta: Pradnya Paramita.

⁶⁶ Undang-Undang Republik Indonesia Nomor 13 Tahun 2003 Tentang Ketenagakerjaan Pasal 1 Ayat 26. “Anak Adalah Setiap Orang Yang Berumur Dibawah 18 (Delapan Belas) Tahun”

whatever is in the agreement for sharecropping.

The informants work as farmers with side jobs as entrepreneurs. While informants from landowners have main jobs as entrepreneurs, civil servants, and others. The landowner work which became one of the reasons the owner does an agreement on the sharecropping because they did not have time to work on it. The land cultivation requires a lot of time so that the landowner does not have enough time to do it himself.

Landowners do sharecropping agreement for a long time. Where the time length of sharecropping agreement carried out by landowners ranges from 5 years to the longest around 12 years. Whereas for the farmer informants the length of time the sharecropping agreement carried out ranged from 5 years to 12 years, the agreement period for agricultural product sharing was carried out. Where the farmers cultivate an area of 0.3 ha to 3.6 ha.

2. The Reason for Choosing Sharecropping

a. Landowner

There are a number of different reasons to use the sharecropping agreement, as follows.

- 1) Landowners cannot work on agricultural land because they have other jobs.⁶⁷
- 2) The landowners do not understand the management of agricultural land.
- 3) Landowners suffer losses when working on their own area.
- 4) The landowner does not have time to manage the area.
- 5) Landowners find it easier to get results from their land
- 6) Agricultural land is located far from the landowner's house.⁶⁸

Based on the results of the interview, the reason for the landowners to use a sharecropping agreement because the landowners find it easier to do. Before using the sharecropping

⁶⁷ Interview With Informant 1 , 12 February 2019, 17.00 Pm

⁶⁸ Interview With Informant 10 , 12 February 2019, 16.00 Pm

agreement, the landowner cultivated his own land, however, the results cannot be expected even sometimes the landowner does not get the results at all from his land. Moreover cultivating land that is carried out by the landowners themselves, in fact, requires a lot of money. Where in managing the costs incurred more to hire laborers to do work that cannot be done alone by the landowner. So that landowners feel that the sharecropping agreement is more profitable than working on their own land.

The problem of landowners due to lack of expertise, energy, and time is also the main reason for the owner to hand over the cultivation of the land to farmers. Then, landowners have other jobs because they do not have expertise in farming, such as trading. Like one of the informants where her husband could not work on his land because he had to work from seven to eight at night. The informant who was a housewife was unable to work on the land too because she did not have the expertise and energy to work on it herself.

The landowner considers it easier to use a sharecropping agreement with his brother.⁶⁹ Where his brother as a farmer has the ability and expertise to work on agricultural land better than her. The results obtained through the sharecropping agreement also satisfy landowners. This can be seen from the length of landowners and farmers does the sharecropping agreements, which are more than five years and they are still running until now. If the farmer's work is unsatisfactory, the landowner able to terminate the sharecropping agreement and replace it with another farmer.

The location of land far from the residence is also the reason for the landowners to offered their land to farmers with sharecropping agreements. According to the statement of the informant who is the head of Dadung Hamlet and the chief of a farmer group in Sambirejo village, most landowners do the sharecropping

⁶⁹ Interview With Informant 1 , 12 February 2019, 17.00 Pm

agreements with their relatives who have the expertise and ability to work on agricultural land.⁷⁰

It is customary for the community in Sambirejo village to offer the land to be worked on by anyone including his relatives if not be able to work on their own land. In addition to being able to make land productive and generate profits, the sharecropping agreement by the Sambirejo village community also aims to help farmers able to work because most farmers do not have land to cultivate.

b. Farmer

Farmers are people who own or do not have land whose main livelihood is cultivating the land for agriculture.⁷¹ Population of Sambirejo village who are farmers are someone who has little agricultural land or no land at all. The community considers the farmer to be someone who owns his own fields and works on his own while those who do not have agricultural land are called farm laborers.

In Sambirejo village, the number of farmers is more than landowners, this is the other reason for the agreement because not having land to work to fulfill their needs. In addition to these matters, the following are the reasons farmers want to do sharecropping agreement in Sambirejo village:

- 1) Farmers do not have an area to cultivate.⁷²
- 2) The system of renting land is more expensive compared to the profit sharing sharecropping system.
- 3) According to farmers sharecropping agreement is more profitable.⁷³

⁷⁰ Interview With Informant 10 , 12 February 2019, 16.00 Pm

⁷¹ Undang-Undang Republik Indonesia No. 2 Tahun 1960 Tentang Bagi Hasil, Bab 1, Pasal 1

⁷² Interview With Informant 5 , 18 April 2019, 17.00 PM

⁷³ Interview With Informant 6 , 27 April 2019, 10.30 AM

4) Farmers only have expertise in agriculture.⁷⁴

From the informant, a farmer stated that there were fewer landowners than farmers, so the sharecropping agreement was needed for farmers to be able to work.⁷⁵

The ease in implementing the sharecropping agreement makes farmers prefer it then to the rental system. According to farmers, the rental system is more burdensome because payments must be made while the leased land does not necessarily provide profitable results. While the results from the sharecropping agreement can be shared after the harvest. According to the custom in Sambirejo village, the agreement for sharecropping be terminated at any time if the farmer is not able to work again on the field. Then they make it not in complicated process.

The decreased grain prices are also the reason farmers are hesitant to use the land rental system because they have to pay land rent even though the price of the crop is lower than the rental price. Moreover, no farmer rents agricultural land from a landowner and then uses the land for sharecropping agreements.⁷⁶

So the reason farmers use the sharecropping system in the land processing agreement is that the system is a habit of the people in Sambirejo village. The profit sharing system according to farmers is easy to implement compared to other land processing agreements.

3. The Sharecropping Form

The sharecropping agreements based on the custom of the community, in general, are still carried out verbally. Although the sharecropping agreement has been regulated in law and is required to do

⁷⁴ Interview With Informant 5 , 18 April 2019, 17.00 PM

⁷⁵ Ibid

⁷⁶ Ibid

a written agreement,⁷⁷ Where in the present day the agreement should be written to avoid things that can cause hostility. The community does not implement it and prefers to use the agreement in accordance with the customs in their respective regions. The complexity of the procedure for making an agreement according to the Constitution makes the community reluctant to apply it. In addition, many farmers are old and illiterate, so it is not easy to carry out agreements in accordance with the Constitution provisions, namely in written and prefer agreements based on customary systems, namely verbally. Neither the landowners nor the farmers know how the sharecropping agreements in Islam and only follow what is customary in the village.

Likewise, the agreement for the sharecropping carried out by the community in Sambirejo village is an agreement in the form of an oral.⁷⁸ The community does not use written agreements but verbal agreements. There are two forms of oral agreements when viewed from the aspect of agreement offer, namely an agreement offered by the landowner to the farmer and an agreement offered by the farmer to the landowner to cultivate their land. The verbal agreement is a form of habit that is in Sambirejo village. Landowners usually know that the farmer who usually does sharecropping agreements. Likewise, farmers already know the landowner who usually does the sharecropping agreement.

The reason landowners and farmers make agreements on sharecropping verbally because of mutual trust between the two parties and the desire to help each other. The mutual trust exists because the sharecropping agreement is a habit that is often carried out by the community in processing land, both parties have known each other and if the party is a relative then they only use the agreement verbally

⁷⁷ Undang-Undang Republik Indonesia No. 2 Tahun 1960 Tentang Bagi Hasil, Bab 3, Pasal 3

⁷⁸ Interview With Informant 5 , 18 April 2019, 17.00 PM

and this was confirmed by the statement of the head of the Sambirejo village Farmers Group.⁷⁹

Farmers do not use written agreements because they are too difficult to do.⁸⁰ The impractical making of written agreements due to the aging of farmers and the inability to read makes them prefer the ease of using the sharecropping agreement orally. Where at the time of making an agreement only carried out by landowners and farmers or witnessed by their families. The sharecropping agreement is only carried out by landowners and farmers without any witnesses if there are only from the land owner's relatives.

4. The Sharecropping Period

Landowners and farmers do not determine the duration of the sharecropping agreement. In the sharecropping agreement carried out by farmers and landowners does not determine how long the agreement is carried out and when the agreement terminate.⁸¹ There is no stipulation of the period in the sharecropping agreement. The agreement only runs for years as long as farmers still want to work on their land. The reason the owner continues to make a profit sharing with the farmer is that he felt satisfaction with farmer's work and in other hand, farmer reasons that he needs land to work on. The following data is the determination of the period of the agreement for the results of the implementation in Sambirejo village:

Table 3.7

The Sharecropping Period

No	Informant	Period	No Period
1	landowner	-	3

⁷⁹ Interview With Informant 10 , 12 February 2019, 16.00 PM

⁸⁰ Interview With Informant 5 , 18 April 2019, 17.00 PM

⁸¹ Interview With Informant 9 , 09 February 2019, 16.30 PM

2	farmer	-	5
3	Village officer	-	2
	Total	-	10

Source: Primary Data

5. The contract rescission

The period that is not specified in the sharecropping agreement makes it continues with an unclear period. The sharecropping agreement ends if the farmer is unable to work on the land. Farmers end the agreement on the reason of old age, health, and others. The sharecropping agreement is terminated when the farmer is no longer able to work on the rice fields.⁸² To end the agreement, the farmers convey it directly to the landowner. Then, landowners can find other farmers to replace their cultivators. So that the cultivation of rice fields is done by the next farmer.⁸³

After the farmer terminated the contract with the landowner, the responsibility for cultivation was continued to the next farmer. This occurs if the cultivation of the land has not been completed or not yet harvested, but if the agreement terminated after harvest, the next farmer takes full responsibility for the land. In Sambirejo village, the death of one of the parties has never been the reason for the end of the sharecropping agreement.⁸⁴

From that statement, it is known that death has never been the reason for the terminate of the sharecropping agreement. If the farmer is not able to work on it but still wants to continue the agreement, the cultivation will be continued by his child. Where the offer of cultivation from farmers to children is carried out without notifying the landowners. The offer of responsibility is not notified to the landowner because the landowner has given the rights to the farmer, as long as the farmer is still willing to be responsible for the land, the landowner does

⁸² Interview With Informant 5 , 18 April 2019, 17.00 PM

⁸³ Interview With Informant 10 , 12 February 2019, 16.00 PM

⁸⁴ Interview With Informant 5 , 18 April 2019, 17.00 Pm

not interfere in the land cultivation.

In addition, landowners can end the sharecropping if according to him the farmer's job is unsatisfactory. The lack of effort by farmers in managing land can be seen from the poor yields. However, with the poor harvest conditions, it is indeed caused by a lack of farmer performance, not from natural factors. Then the owner ends the agreement for sharecropping after the harvest period. According to the informant, no one has ever ended in the middle of the planting period, if the owner wants to take over the land then it is done after the harvest period ends.

The end of the production sharing agreement based on the harvest period, if the crop is not good, the owner can terminate the agreement and look for other farmers to work on the farm during the next harvest.

The agreement can end with the wishes of the landowner. If the landowner wants to manage his own land, the farmer returns the land to the owner after the harvest period. The following is the agreement data when the results sharing agreement ends:

Table 3.8

The Rescission of Sharecropping Agreement

No	Reason	Landowner	Farmer
1	Both Parties agreement	1	1
2	Period	-	-
3	The willingness of landowner	1	3
4	The willingness of farmer	1	1
	Total	3	5

Source: Primary Data

6. Provision of Production Tools

In the supply of materials and production equipment provided by farmers. Production materials are materials needed in the processing of agricultural lands such as seeds, fertilizers, medicines, and water, while

production tools in the form of plows, hoes, and others. The following is data on the provision of agricultural equipment in the sharecropping agreement in Sambirejo village:

Table 3.9

Provision of Production Tools

No	Informant	Provide by landowner	Provide by farmer	Provide together
1	Landowner	-	3	-
2	Farmer	-	5	-
3	Village Officer	-	2	-
	Total	-	10	-

Source: Primary Data

From these datas, it is known that the provision of tools for working on such tractors is provided by farmers. While for production materials can be determined based on an agreement between the two parties where the landowner can also provide materials or share them with farmers.⁸⁵ Farmers provide everything from production materials and tools. farmers and landowners divide the responsibility for providing materials with farmers to provide the tools. There are also those where landowners only contribute to providing capital in the form of land.⁸⁶

However, if the ratio used in the sharecropping agreement is maro or 50:50, the landowner will contribute to the supply of production materials.⁸⁷ While farmers besides contributing to capital in the form of labor to work on also the supply of materials and production tools in addition to fertilizer and irrigation. In terms of financing the cultivation of agricultural land, all farmers provide these costs in the form, planting, seed planting, lawn cleaning, and spraying.

⁸⁵ Interview With Informant 9 , 09 February 2019, 16.30 PM

⁸⁶ Interview With Informant 6 , 27 April 2019, 10.30 AM

⁸⁷ Interview With Informant 10 , 12 February 2019, 16.00 PM

In addition to these costs, which must be shared according to the custom are the cost of cutting rice at harvest time and transportation costs. Both of these costs will be decreased after the total yield has been identified. Then the results shared with both parties in accordance with the agreed proportions. This form is also found in a study conducted by Hidup Iko, where the costs of spreading seeds, planting rice, and grass cleaning are carried by farmers while costs for labor when harvesting is the responsibility of landowners and farmers.⁸⁸

So the landowner only provided the land if the shared agreed-upon is maro. While the provision of all production materials and tools will be carried out by farmers, except with maro profit sharing. If using a form of agreement with the maro profit sharing system, the supply of materials and tools depends on the agreement between the two parties, namely the cost will be divided in two. Whereas the costs of harvesting and transportation are shared responsibility between the parties in all forms of profit sharing.

The following is a table of costs by a farmer for the amount of land used for agricultural land with a share of income for landowners of 1/3 and farmers 2/3 of the yield. All these costs are carried by the farmer unless the costs for harvesting and transportation are shared. Whereas landowners are obliged to pay land tax.

Table 3.10

The Costs carried by landowner for 1 hectare of land

No.	Cost	Amount (Rp.)
1	Estimated Rent value	7.000.000
2	Taxes	67.000

⁸⁸ Hidup Iko, *Pelaksanaan Perjanjian Bagi Hasil Tanah Pertanian Di Kecamatan Bulakamba Kabupaten Brebes Jawa Tengah*, Semarang, 2008, p.74

	Total	7.067.000
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Table 3.11**The Costs carried by farmers for 1 hectare of land**

No.	Information	Amount
1	Hoe	Rp 500.000
2	Planting	Rp 1.800.000
3	Seeds planting	Rp 640.000
4	Tractor	Rp 1.500.000
5	Grass cutting	Rp 3.000.000
6	Seeds	Rp 1.000.000
7	Fertilizer	Rp 1.200.000
8	Grass pesticide	Rp 140.000
9	Paddy pesticide	Rp 500.000
	Total	Rp 10.280.000

Source: Primary Data

In a hectare of land produce 6 tons of grain at a price of Rp. 3,800/kg. So that the total harvest income in the form of grain is as follows:

$$\begin{aligned} \text{Grain yield} &= 6000 \text{ kg} \times \text{Rp. } 3,800 \\ &= \text{Rp. } 22,800,000 \end{aligned}$$

According to the customs in the village After the harvest amount is known, then the costs decreased by the harvest and transportation costs.

$$\begin{aligned} \text{Net yield} &= \text{grain yield} - (\text{harvest costs} + \text{transportation}) \\ &= \text{Rp. } 22,800,000 - (\text{Rp. } 4,500,000 + \text{Rp. } 600,000) \\ &= \text{Rp. } 22,800,000 - \text{Rp. } 5,100,000 \\ &= \text{Rp. } 17,700,000 \end{aligned}$$

Because the agreed share is 1: 3 which is 1/3 for land owners and 2/3 for farmers, the net yield of the harvest divided according to the proportions, as follows:

$$\begin{aligned}
 \text{Landowner's income} &= 1/3 \times \text{Rp. } 17,700,000 \\
 &= \text{Rp. } 5,900,000 \\
 \text{Farmer's income} &= 2/3 \times \text{Rp. } 17,700,000 \\
 &= \text{Rp. } 11,800,000
 \end{aligned}$$

But if the agreed distribution is 50:50 then the cost of providing seeds, fertilizers, livestock, planting, and harvesting divided into two with the landowner then the harvest divided into two. While other costs, namely cost in the form of labor and land tax costs, become the burden of landowners not included in the calculation of the costs of cultivating land because it is the burden of each party.

$$\begin{aligned}
 \text{Cost carried by farmer} &= \text{Total cost} : 2 \\
 &= \text{Rp. } 10.280.000 : 2 \\
 &= \text{Rp. } 5.140.000
 \end{aligned}$$

$$\begin{aligned}
 \text{Cost carried by landowner} &= \text{Rp. } 5.140.000 + \text{Rp. } 7.067.000 \\
 &= \text{Rp. } 12.207.000
 \end{aligned}$$

Because the agreed share is 50:50 which is 1 for land owners and 1 for farmers, the net yield of the harvest divided according to the proportions, as follows:

$$\begin{aligned}
 \text{Landowner's income} &= 1/2 \times \text{Rp. } 17,700,000 \\
 &= \text{Rp. } 8,850,000 \\
 \text{Farmer's income} &= 1/2 \times \text{Rp. } 17,700,000 \\
 &= \text{Rp. } 8.850,000
 \end{aligned}$$

7. Payment of Taxes

In addition to providing land, landowners are also obliged to pay land taxes that are cultivated by farmers so that farmers are not obliged to pay the land tax they are working on.

8. The Determination Period of Sharecropping

Determination of the shared proportion in the sharecropping agreement is not done verbally or written. According to the informant,

this need not be mentioned because it has become a habit in Sambirejo village. Where the yield divided according to the season, in the rainy season the yield divided by one third, the between the season by quarter and the dry season one fifth without having to be mentioned at the beginning of the agreement.⁸⁹ But for profit sharing with maro, the ratio determination is done at the beginning of the agreement when making a deal. If using maro profit sharing, the ratio does not depend on the season.⁹⁰

So determining the ratio for profit sharing other than the maro is not done verbally but only follows the community in the village according to the planting season. Whereas for agreements with maro profit sharing, the determination of the results to be shared is carried out at the beginning of the agreement. The following is the time of determining each party's share in the sharecropping agreement.

Table 3.12

The Determination period of Sharecropping

No.	Form	Ratio		The Determination Time
		Landowner	Farmer	
1	1/2	50	50	Mentioned earlier
2	1/3	33	66	According to the season
3	1/4	25	75	According to the season
4	1/4	75	25	According to the season
5	1/5	20	80	According to the season
6	1/5	80	20	According to the season

Source: Primary Data

9. The Determination of Sharecropping Ratio

The owner and farmer divide the harvest using a ratio of maro (half), mertelu (one third), merpapat (one quarter) and morolimo (one fifth). The sharecropping agreement system has not changed except in the profit sharing ratio adjusted to the agreement between landowners

⁸⁹ Interview With Informant 5 , 18 April 2019, 17.00 PM

⁹⁰ Interview With Informant 1 , 12 February 2019, 17.00 PM

and farmers. The proportion is determined based on the planting season, namely as follows

- a. In the Rendeng or rainy season, agricultural products are divided by a ratio of 1: 3 (mertelu).
- b. In the Walikan season, which is between the rainy and dry seasons, the farmers get a share with a quarter ratio (merpapat).
- c. In the Ghadu season or dry season, the results are divided by a ratio of one fifth (morolimo). The ratio during the dry season is one fifth because during the dry season the paddy fields lack water. Therefore farmers have to buy water to irrigate the land.⁹¹

Division by half ratio only occurs if farmers and landowners want a share of half of the agricultural produce. Even though the season changes to the season of Rendeng, Walikan and Ghadu the distribution ratio does not change, it is still 50:50 following the wishes of both parties. Distribution with a ratio of 50:50 or maro is done by dividing the provision of materials and production tools or dividing the two costs to manage the land and then sharing the harvest into two. The following is the data on the sharecropping ratio based on the season:

Table 3.13

The Sharecropping Ratio Based on Planting Season

No.	Season	Ratio	Landowner	Farmer
1	Rendeng (rainy)	1/3	33	66
2	Walikan (between season)	1/4	25	75
3	Ghadu (dry)	1/5	20	80
4	All season	1/2	50	50

Source: Primary Data

The amount of share in the sharecropping agreement is also seen from the aspect of capital amount contribution. In the arrangement of 1: 4 and 1: 5 if the farmer only contributes cultivation power, he will get

⁹¹ Interview With Informant 6 , 27 April 2019, 10.30 AM

a share of 25% or 20% of the yield. Whereas the owner will get 75% or 80% of yields because the landowners have the most contribution, starting from the provision of land, fertilizer materials, and others. If the farmer provides all costs in cultivation, the opposite is the landowner who will receive a share of 25% or 20%.⁹²

So the distribution of the ratio of yields apart from being determined based on the planting season is also determined based on the contribution of capital in cultivating the farm. The following are details of the distribution of results along with details of the landowners' capital and farmers used in cultivating the farm.

Table 3. 14

The Modal Provision From Landowner and Farmer

No	The Form	Ratio		Landowner	Farmer
		L	F		
1	1/2	50	50	The land and half the cost of seeds, fertilizer, irrigation, etc.).	Labor, half the cost of cultivation (seeds, fertilizers, irrigation, etc.)
2	1/3	33	66	Land, half the cost of harvesting, and transportation.	The labor, all cultivation costs, and half the cost of harvesting and transportation.
3	1/4	25	75	The land	Labor and all cultivation costs.
4	1/4	75	25	Land, seeds and all costs for cultivating.	The labor.
5	1/5	20	80	The land.	The labor and all cultivation costs
6	1/5	80	20	Land, seeds and all costs for cultivating.	The labor

⁹² Interview With Informant 10 , 12 February 2019, 16.00 PM

Source: Primary Data

10. The Distributed of Yield

At the time of harvest, the landowners usually only watch when weighing the yield, but if they cannot participate in weighing the results, the landowner will represent others. If the landowner cannot participate at all then the owner will leave all these things to the farmer and wait for the results to be handed to him.

The portion received by landowners can be shared in the form of money, grain or both. The results submitted by farmers to landowners can be in the form of money or grain.⁹³ Distribution is carried out directly at the time of weighing, which is after the total harvest can be known. The gross yield will be deducted by the cost of cutting the rice and then divided according to the ratio agreed upon by both parties. After agricultural harvest shows a record of the calculation of the yield obtained to the landowner as evidence. The following data form the results shared with each party:

Table 3.15

The Form of Shared Yield

No	The shared form	Landowner	Farmer
1	The grain	-	-
2	Money	1	1
3	Rice	-	-
4	Adjust to needs (grain/ money/rice)	2	4
	Total	3	5

Source: Primary Data

So the division in the production sharing agreement in Sambirejo village is carried out after the harvest has been collected which is in accordance with the agreed ratio or according to the season. The results handed over to landowners in the form of money or grain depend on

⁹³ Interview With Informant 5 , 18 April 2019, 17.00 PM

the agreement of the two parties.

11. The Harvest Failure

Cultivating land cannot be separated from the possibility of crop failure. The natural conditions are the cause of crop failure, such as during the dry season there are obstacles to irrigate fields. This lack of irrigation is the reason for crop failure. As for pest attacks in the rainy season, farmers can prevent before pests damage rice by doubling the pesticide.⁹⁴ According to farmers, if they do not want crop failure because the rice is stricken with disease, farmers must increase the amount of pesticide.

According to the Chief of the Farmers Group in Sambirejo village, there is a low possibility of crop failure. Landowners usually do not get their share if there is a failure.⁹⁵ From the explanation, the owner did not get a part of the harvest if the crop failed. When the land cultivated failure, the most disadvantaged are farmers. the farmers bear a large loss because the costs incurred for working on the land are very high. From this, it seen that the risk of crop failure is the responsibility of farmers. So that the landlord allows if the farmer cannot provide the crop to the landowner in accordance with the promised part. So that when a crop fails, an agreement that has been formed cannot be fulfilled, namely the share in accordance with the profit sharing ratio.

However, for sharecropping with maro, it carried out in accordance with the agreed ratio, which is half of the agricultural products.⁹⁶ The statement shows that the sharecropping agreement with 50:50 share divided into two despite experiencing crop failure. Where both parties bear losses. These findings are different from the research carried out by Jannahar with the finding that farmers bear all losses even though The results used are maro because the maro system

⁹⁴ Interview With Informant 6 , 27 April 2019, 10.30

⁹⁵ Interview With Informant 5 , 18 April 2019, 17.00 PM

⁹⁶ Interview With Informant 1 , 12 February 2019, 17.00 PM

found in the study is different from the maro results found in Sambirejo village. Namely, in the maro, the production costs are entirely provided by the farmers, then the harvest results are directly divided into two, while the maro in Sambirejo village, the landowners, and farmers both bear the production costs, then the yield is divided into two.⁹⁷ The following are data on the risks of harvest failure in the sharecropping agreement in Sambirejo village:

Table 3.16

Person in charge if Harvest Failure Occurs

No	The parties	landowner	Farmer	Village officer
1	All of them are carried by farmers	2	4	2
2	All of them are carried by owner	-	-	-
3	Are Shared	1	1	-
	Total	3	5	2

Source: Primary Data

12. The Payment of Zakah on agricultural

Not all farmers and landowners pay zakah on agricultural for the following reasons:

- a. They are not aware of the existence of zakah on agricultural.
- b. They do not want to reduce harvest income because the results obtained are little.
- c. Some of them are knowing the existence of agricultural zakat, but the yield is not enough so they only pay as much as they can.

The payment of zakah on agricultural made by farmers and landowners are in accordance with the Islamic law, it paid according to

⁹⁷ Jannah Saddam Ash Shidiqie, Penerapan Bagi Hasil Pertanian Lahan Sawah Ditinjau Dari Uu No.2 Tahun 1960 Dan Hukum Islam (Studi Di Kecamatan Gamping, Kabupaten Sleman, Yogyakarta), Universitas Islam Indonesia, 2016

the ability of each party. Zakah is not taken from the net yield obtained from the harvest, but zakah issued after each shared according to the agreement ratio. According to Informant 5 , the landowner objected if the net yields were distributed for zakah before being divided according to the agreed ratio.⁹⁸

Therefore zakat is issued by each party after the distribution of results. Zakah which is issued is also not necessarily the amount in accordance with the wishes and abilities. Because the cost of cultivating agricultural land sometimes increases and grain prices decline. Thus causing them to feel unable if they have to spend agricultural zakah. Agricultural zakah is obligatory if it has reached a ratio of 653 kg of rice. The following is the data of the rights of the owner and farmer of the harvest income of the land cultivated in the form of grain then converted to rice. The weight of the grain will shrink during the drying and grinding period. Therefore, to calculate the weight of dry grain, the crop will be converted to dry grain weight by drying conversion of 83.38%, then in the milling of 64.02% to get the weight of rice.⁹⁹

Table 3.17

The Landowner Rights to Yield of Rice (Kg)

No	Name	Land (ha)	Yield (kw)	Ratio	Land owner right (kw)	Rice (kw)	Rice (kg)
1	Informant 1	0,3	18	1/2	9	4,9	490
2	Informant 2	3	180	1/3	60	32,3	3.230
3	Informant 3	0,36	21,6	1/3	7,2	3,9	390

Source: Primary Data

⁹⁸ Interview With Informant 6 , 27 April 2019, 10.30 AM

⁹⁹. Badan Pusat Statistik, Konversi Gabah Ke Beras Tahun 2018, (Jakarta: Pt Citra Mawana Patamaro, 2018), p.Xv

Table 3.18**The Farmer Rights to Yield of Rice (Kg)**

No	Name	Land (ha)	Yield (kg)	Ratio	Landowner right (kg)	Rice (kw)	Rice (kg)
1	Informant 4	0,3	18	1/2	9	4,9	490
2	Informant 5	3	180	2/3	120	64	6.400
3	Informant 6	0,36	21,6	2/3	14,4	7,7	770
4	Informant 7	0,2	12	2/3	8	4,2	420
5	Informant 8	0,3	18	2/3	12	6,4	640

Source: Primary Data

From the table above, it can be seen that the majority of farmers and landowners do not achieve profit sharing ratios if the grain has been converted to the rice.

C. THE IMPLEMENTATION OF SHARECROPPING SYSTEM IN THE SAMBIREJO VILLAGE ACCORDING TO ISLAMIC ECONOMIC LAW.

Based on the results of the research in Sambirejo village the sharecropping agreement was not carried out on the basis of Islamic law but the implementation of the agreement was based on the habits of the population in the village. The landowners and farmers do not know about the sharecropping system based on Islamic law, even though the majority of the population is Muslim. To find out whether or not the implementation of the sharecropping agreement is implemented in Sambirejo village according to Islamic law, this will be analyzed through the following matters:

1. The Elements

According to the majority of Islamic jurisprudence scholars, there are the parties who carry out contracts, offer, and acceptance, and object contracts as the cornerstone sharecropping agreement. Where the cornerstones must be fulfilled so that the contract becomes legal to do. Therefore to find out that it has been achieved or not the requirements

in the sharecropping agreement will be analyzed as follows.

a. The Parties

In Islamic law, the parties who do the agreement are called ‘aqid. According to scholars of Islamic jurisprudence, there are conditions that must be fulfilled, namely having to have ahliyyah and wilayah. The intention of ahliyyah is that both parties have the abilities and propriety to transactions. Wilayah can be interpreted as the rights or authority of someone who gets legality to make transactions on a particular object. Which means that the person is the real owner, guardian or representative of an object of the transaction, so he has the right and authority to transact it.¹⁰⁰

In the sharecropping agreement, the parties whose make the negotiations are landowners and farmers. The landowners contribute by giving his land ownership to the farmer. The landowner uses his own land to be authorized by farmers to be maintained. Here the landowner has the wilayah or the right to carry out the transaction using his area.

The parties in sharecropping agreement also have ahliyyah.¹⁰¹ The informants are someone who is sane, majority and has experience in agriculture. If observed from the age aspect, landowners and farmers are adults, namely someone who has been a majority and aged within 34-60 years. All farmers are someone who has skill and knowledge in managing the agricultural area. This seen by the length of the farmers who have dealt with in cultivation, which is between 5-12 years. Then the cultivators can be considered able to accepting their rights, doing and taking responsibility for their actions, namely in making agreements on sharecropping.

b. Offer and Acceptance

¹⁰⁰ Drs. H. Ahmad Wardi Muslich, *Fiqh Muamalat...*, Hlm 115-116

¹⁰¹ ‘Iyādu As-Silmī, *Uṣūl Al-Fiqh Dīr Lā Yasa’u al-Faqīh Jahlahu*, Ed.1, (Saudi Arabia: Dār Al-Tadmuriya, 1426 H-2005M), p.79-81

The offer and acceptance is an interpretation that shows the willingness or approval of two parties that make a contract.¹⁰² The handover in the sharecropping agreement of the population is shown by the words of the two parties who make a sharecropping agreement. Where the landowner offers his land to be cultivated to the farmer or the farmer who offers himself to cultivate the landowner land. After offering the farm to be planted, the owner immediately explains the location of the land by showing the area or the position of the land to be planted on. The agreement was begun while the farmer accepted the landowner's offer or conversely the landowner accepted the farmer offer without discussing the intention of each party and only following the custom in the village.

Objects and rewards in an agreement made in accordance with what is agreed upon by both parties. The sharecropping agreement object is the result of the field that is cultivated and the agreement reward is the distribution of results in accordance with the agreed ratio between the two parties. The landowner receives his share of sharecropping namely, the return on capital delivered in the form of field area and the farmer receives the yield share that has been divided according to the proportion of costs and labor spent on working on agricultural land.

The offer and acceptance are carried out immediately spoken without mentioning the conditions because the two parties assume that what is the population custom in the sharecropping does not need to be conveyed again. The owner already knows that a Farmer needs the field to be farmed and the farmer, on the other hand, already knows the shares in the form of results that need delivering to the landowner. The owner handed over the field to the farmer because he already trusts the farmer's ability to work on the

¹⁰² Dimyauddin Djuwaini, *Pengantar Fiqh Muamalah*, Cet.3, (Yogyakarta: Pustaka Pelajar, 2015), Hlm. 50-58

farmland. Besides, the farmer already knows the proportion that given to the landowner without explained it, ie the results divided according to the planting season. If the landowner or farmer does not ask for maro profit share, the distribution of results divided by the proportion based on the season.

According to the custom in Sambirejo village, the ratios differ each season which is one third for the rainy season (rendeng), one quarter for the walikan season (between the rainy season and the dry season) and one fifth for the dry season (gadhu). Therefore if both the tenants and the landowners want maro (50:50), both of them discuss the sharing of obligation in providing capital. Then maro does not follow the season differ in the distribution of agricultural products.

So the conditions required in the offer and acceptance for the sharecropping agreement made by landowners and cultivators have achieved the requirements in the Ijab qabul, such as clarity of intent, conformity in the offer and acceptance about the purpose and object of transactions, the offer and acceptance is done in one time and both parties were able to understand their intentions, and there was an agreement between the two parties to settle on sharecropping agreement.¹⁰³

c. The Object

The agreement object or ma'qud 'alaih is an object where the transaction is carried out on it, so that there are certain legal implications. In the Sambirejo village sharecropping agreement, the object of the transaction is the land benefits and laborers. The benefits of land and labor used as objects of the sharecropping agreement because both are included in matters that used as the object of the agreement, namely in the form of benefits. Where the object fulfilled the validity requirements of an agreement object as

¹⁰³ Dimyauddin Djuwaini, *Pengantar Fiqh Muamalah*, p. 50

follows:

- 1) The object transaction must exist when the contract. The land used for cultivating is immediately told the location, extent, and conditions when making approval for the sharecropping agreement. Although the area is not in the agreement place, the land ascertained and offered after the settlement. This is permissible according to Ibn Taymiyyah, which states that the object may not in the contract place, but the object must be ensured in the future so that it can be handed over.¹⁰⁴
- 2) Objects are assets that are permitted for transactions and full ownership of their owners. All land used in the agreement in Sambirejo village is the full property of the landowner. No one uses leased land to be used later in the production sharing agreement. According to the farmers, this can actually be detrimental because the cost of cultivating land is already expensive.
- 3) Objects can be handed over. After the farmer or landowner agrees to make an agricultural production sharing agreement, at the same time the land is handed over to the cultivator through a statement that requires the owner to surrender his land for cultivation.
- 4) The object of the agreement is clear. The landowner has directly explained the position, the boundaries of the land and the condition of the land when offering the land to be cultivated, and there are even informants who come directly to the location of the land so that they can see the condition of the land directly.
- 5) The object is not an impure objects.

From the explanation, it shows that harmony in the production sharing agreement in Sambirejo village, which consists of people who agree, the offer acceptance and the object

¹⁰⁴ Ibid, p. 50-58

of the contract have been fulfilled. The two parties that make the agreement have fulfilled the pillars of the profit-sharing agreement in Islam, this can be seen from the following: first, the cultivator and the owner are someone who has been considered an adult, has common sense, and can take responsibility for his actions. Second, the offer and acceptance have been fulfilled where both parties say an agreement without a written agreement because it is based on trust between the two parties. Third, the object of the contract, namely the benefits of land and the benefits of cultivating workers, also fulfills the legal requirements of something that is the object of the contract. From the previous explanation, the benefits of land are many objects because most cultivators provide seeds. So that the cultivator becomes the tenant of the land by paying the landowner with a certain part of the yield of the land.¹⁰⁵

2. The Conditions

The stipulated conditions of the muzara'ah are specifically in these matters: both the parties, the seedlings, the crops, the farming lands, the requirements, and the agreement terms. Therefore the sharecropping Sambirejo village will be analyzed based on the appropriateness with the terms of the profit-sharing agreement in Islam, mukhābara. With the following details:

a. The Parties

Before someone is qualified to engage the financial transactions, the person must fulfill the conditions, namely he must be baligh, sane, and have good management of affairs.¹⁰⁶ According to Syafi'is and Hanabalis legal age becomes a requirement for the validity of a *mukhābarah* contract, while Hanafis do not require majority as a legitimate condition for *mukhābarah* because

¹⁰⁵ Wizāratu al-Auqāf wa al-Syu'ūni Al-Islāmiyah, *Al-Māusū' 'ah al-Fiqhiyyah*, ... p.57-58

¹⁰⁶ 'Abdur Rahman Ibn Nasir As-Sa'di, *The Basic Rulings And Principles of Fiqh, The Beneficial, Eloquent Classifications and Differentiations*, p.5

someone who has not been a majority or legal age can be allowed to make a transaction. In analogy, *mukhābarah* is a form of leasing in exchange for a share in the output. The child who has been allowed he has the right to do *mukhābarah* as well as the acquisition of a portion of the output.

Must be sane and discerning, the *mukhābarah* agreement is not valid if the implemented it is a person who is not sane or non-discerning child who does not understand farming because only sane has the ability to do it.

Not an apostate because according to the analogy of Abu Hanifah all dealings of apostates suspended. In opposite according to Abu Yusuf and Muhammad, this was not a requirement so that the *mukhābarah* carried out by apostate was valid and executed.¹⁰⁷

So that the agreement made by landowners and farmer is a valid agreement because both landowners and cultivators are the legal age, the sane, and a Muslim. When observed from the age aspect, landowners and farmers are between the ages of 34-60 years, including the legal age of majority. Both parties are able to provide, receive and carry out the rights and obligations included in the sharecropping agreement. The Cultivators and owners also have the ability to choose, namely the sharecropping agreement indeed the choice of both parties is carried out willingly and without coercion. Therefore both parties are someone who has fulfilled the requirements and does able to carry out the sharecropping agreement.

b. The Seeds Condition

According to Hanafis and Hanbalis, the seedlings to be planted should be known the species and nature.¹⁰⁸ Therefore it

¹⁰⁷ Imām ‘Alāw al-Adīn Abī Bakr Bin Mas’ūd al-Kāsānī Al-Hanafī, *Badai’i Al-Sanai’ ʿī TartīBi al-Syarāi’i*, Ed.2, Vol.5, (Bairut: Dār al-Kitāb al-Arābī, 1974), p. 264

¹⁰⁸ WizāRatu Al-Auqāf Wa Al-SyuūNi Al- IslāMiyah, *Al-MāUsū’Ah Al-Fiqhiyyah*,

required to describe the type of plant that will be planted to avoid loss. Unless the landowner permits the farmer to sow the seed in accordance with the choices of the farmer then the farmer does not require to inform the landowner.¹⁰⁹ It indicates the willingness of the landowner to the possibility of loss.

In sharecropping agreement that implemented at Sambirejo village there found that the landowner did not ask for a detailed explanation of the type of seed that would be planted by the farmer. This is in accordance with the principle of *istihsan* where the landowner offers anything related to land management to the farmer fully included in the selection of the type of rice plants to be planted.

So the condition for selection of seed are in accordance with Islamic law that although the type of plant is not described in the sharecropping agreement, landowners have allowed the cultivators to choose the type of plants as well as the amount to be planted. It has become a habit of the community in Sambirejo village that landowners do not interfere in land management and only distribute everything to the farmer and then accept the result after the harvest period.

c. The Plant Condition

Plants planted in the sharecropping agreement are paddy. Paddy is a rice-producing crop that is very important in Indonesia.¹¹⁰ While rice is a staple food of Indonesian people that is hard to replace with other staple food.¹¹¹ So plants planted are useful plants and rice

Ed.1, Vol. 37, (Kuwait: Tibā'Ah z|Atu Al-SalāSil, 1418H-1997M), p. 55

¹⁰⁹ Imām 'Alāw al-Adīn Abī Bakr Bin Mas'ūd al-Kāsānī Al-Hanafī, *Badai' Al-Sana' i Fī Tartībi Al-Syarāi*, ... p. 267

¹¹⁰ Pusat Data Dan Sistem Informasi Pertanian, *Outlook Komoditas Pertanian Sunsektor Tanaman Pangan*, (Jakarta:Kementerian Pertanian, 2015), p.Xvii

¹¹¹ Candra.V.Donggulo, Iskandar M. Lapanjang, Usman Made, *Growth And Yield Of Rice (Oryza Sativa L.) Under Different Jajar Legowo System And Planting Space*, J.

is a plant that can be planted in Sambirejo village because 491 ha of 839,665 ha of Sambirejo village area is agricultural land. According to the head of the Sambirejo Farmers Group, the Sambirejo village area is suitable for planting rice and the possibility of crop failure is very low.

d. The Farmer Condition

Farmers do the sharecropping agreements for a long time, between 5 to 12 years. During the cultivation period, according to the informants, the possibility of harvest failure only occurred in the dry season and for pests that attack rice, the cultivators have made prevention with pesticides so that the possibility of harvest failure due to pests is very low. This shows that farmers are someone who has the capability and expertise in cultivation. Harvest failure is also not caused by a lack of ability and expertise from farmers but is caused by natural factors. So that the farmer qualifies as a person who has expertise in farming.

e. The Object Condition

The object of the agreement of *mukhābarah* must be known because ignorance can cause disputes and hostility. First, the object of the agreement is the benefit of farmer-labor. The benefits of farm labor are an object if the seed is provided by the landowner because the landowner becomes the person who employs the farmer to cultivate the land in return for certain parts of the crop. Second, the benefit of land can be an object if seeds are provided by farmers because farmers become tenants of land by paying landowners with a share of the yield that grows from the land or the harvest.

From the previous description, it is known that the seeds are provided by farmers. So that in the sharecropping agreement in the Sambirejo village which is the object of the agreement for profit sharing is the benefit of land because farmers become the tenants by

giving returns to the landowners in the form of sharing of yields. So this form of agreement for profit sharing is a legal agreement and is called mukhabarah but in the form of maro profit sharing where the landowner provides part of the rice seedlings and the farmer also provides some, this form is a profit sharing which is not permitted because both of them become tenants for others, if viewed from the aspect of the seed supply. So that the rent of area and workers become one, this is the reason that makes the agreement invalid.

f. The Land Condition

Sambirejo is a village with the widest use of paddy fields among the seven villages. According to the agriculture service, Sambirejo village is a village with the second largest area of rice harvesting and production after Mantingan, which is 7,948 kw with a harvest area of 1,290 ha.¹¹² This indicates that the area in Sambirejo village can be used as agricultural land. According to the farmers, the land they use is the land that is suitable to be used as agricultural land. According to the head of the Farmers Group in Sambirejo village, the weather and land conditions are in good condition so the problem of crop failure due to poor land is very low.

g. The Condition of Tools Provision

The use of tools and livestock for cultivating land is not something that is proposed and wanted in the contract but the status is already included in the contract by itself or it must be derivative of the contract and not its purpose. Thus, the *mukhābarah* contract will be deemed defective if the contract is written for the purpose of using the tools or animals.¹¹³

¹¹² Badan Pusat Statistik Kabupaten Ngawi, *Kecamatan Mantingan Dalam Angka 2017*, (Ngawi: Bps Kabupaten Ngawi, 2018), p.101

¹¹³ Dr. Wahbah Al-Zuhayli, *Financial Transactions in Islamic Jurisprudence*, Vol. 2, (Damascus: Dar Al-Fikr, 2002), p. 526

Agricultural tools such as tractors and livestock are used to plow the land. In addition to this, there are other tools needed by farmers in cultivating these areas such as hoes, sprayers, and others. All of these things become a necessity in cultivating the land, however, it is not required in the sharecropping agreement in Sambirejo village because the landowners leave everything to the farmers. So these tools have become the responsibility of farmers to provide them without having to be mentioned in the agreement. The farmer knows what should be provided to work on the land. So that the provision of farm equipment is not intended and purposed in the sharecropping agreement carried out by the farmers in Sambirejo village, this has come into the contract by itself.

h. The Determination of Period

The jurists have different thoughts, namely as follows: According to Hanafis opinion, the *mukhābarah* contract period must be known, if it is not yet determined or unknown then the *mukhābarah* contract would be deemed defective, because *mukhābarah* is, in essence, a lease in exchange for the harvest, and lease is invalid if the time unknown as well as *mukhābarah*. It is also necessary to set enough time limit for planting and harvesting, and it is permissible to carry out *mukhābarah* for many years provided that there are explanations and limitations regarding the time of the agreement. According to Hanbalis, there is no requirement for an explanation for *mukhābarah* contract period, because the Prophet did not mention the period for the residents of Khaibar.

The sharecropping agreement carried out in Sambirejo village has no determination on how long the agreement will be carried out and there is no specified period. As long as the owner still wants farmers to work on his land, the agreement will continue. According to Hanafis, if the time is not determined, the agreement will be damaged because *mukhābarah* is a lease with the yield from

the harvest and *ijarah* is invalid if the time limit is not determined as well as *mukhābarah*. whereas according to Hanabilah an explanation of the deadline is not required.

i. The Harvest Failure

The owner does not force farmers to give their share on the grounds that the farmers' losses will not increase. This is a virtue carried out by landowners. One of the concepts of virtue in pursuing Al-Ghazali is that if someone needs something, then someone else must give it, by taking as little profit as possible. If you don't take advantage then it will be better.¹¹⁴

When experiencing crop failure, farmers will endure huge losses because the capital spent does not provide the wanted results. From this, the owner shows his kindness in helping farmers by not asking for their share in accordance with has been agreed in the contract. According to Andi, this is an attitude of *ihsan* or the good deeds of landowners because of the humanitarian sense of the landowners to cover the huger losses of the farmers.¹¹⁵

3. The Sharecropping Form

The form of the agreement for profit sharing based on the distribution of capital is four types of contracts, three of which are legal and one of them is null and void. The forms of the *mukhābarah* contract according to Abu Yusuf and Muhammad are as follows:

- a. Land and seeds provided by one party, while labor, livestock, and tools for farming provided by another party. In this form the *mukhābarah* contract is permissible, and the status of the landowner as an employer of the farmer's and seeds from the landowner, while the tools are considered derivative of the hiring contract since they

¹¹⁴ Muhammad, *Etika Bisnis Islami*, (Yogyakarta: Unit Penerbit Dan Percetakan Akademi Manajemen Perusahaan Ykpn, 2004), p. 68

¹¹⁵ Andi Sri Wahyuni, *Penyesuaian Konsep Bagi Hasil Adat-Syariah*, Jurnal Akuntansi Multiparadigma, Vol.4, No.3, 2013, p. 473

are tools required for the labor come to the farmers.

- b. The land is provided by one party, while tools, seeds, and labor are from another party. In this form, the *mukhābarah* contract is permitted, and the status of the farmer as a tenant for the land in return for a portion of the proceeds.
- c. Land, tools, and seeds are provided by one party (owner), while labor provides by the farmer. In this form, *mukhābarah* is permitted and the status of the landowner as a tenant to the farmer in return for part of the harvest.
- d. Land and tools are provided by one party (the owner), while the seeds and jobs from other parties (farmers). In this form, *mukhābarah* becomes a fascist because if the contract is considered as renting land, it is required that the farming tools from the landowner cause the rent to be damaged because the benefits from the land are different from the benefits of agricultural equipment. Likewise, if the contract is deemed to hire workers and requires the seed to be from the farmer, this causes *ijarah* to become damaged.¹¹⁶

In Sambirejo village there are two forms of sharecropping agreements based on the capital distribution for agricultural land, namely:

- a. Land from one party, while seeds, agricultural tools, and workers come from farmers.
- b. Land from landowners, while farmers provide labor and agricultural equipment. Provision of seeds, fertilizers, and irrigation is shared.
- c. Land, seeds, fertilizers, and irrigation from landowners, while farmers provide the labor.

In the first form, the sharecropping is carried out with land capital from one of the parties and the other party provides seeds, agricultural tools, and labor. In this form, the production sharecropping agreement is permitted with the farmer status as a tenant on the land in

¹¹⁶ Drs. H. Ahmad Wardi Muslich, *Fiqh Muamalat*,..., Hlm 401

return for a portion of the yields from the land.

In the second form, namely the land capital of one party, labor capital and agricultural equipment are provided by the farmers while the seeds are provided by both parties. In this form, the landowner is not required to provide agricultural tools, but in the supply of seeds, both parties provide it. This causes this agreement (*maro*) to be included in an invalid profit sharing because both parties equally provide seeds so that the status of the object of the agreement becomes one, namely, rent of labor and rent of land that makes the contract damaged.

So the form of the profit-sharing agreement in Sambirejo village when viewed from the aspect of capital provision with a proportion of 1/3, 1/4 and 1/5 is in accordance with Islamic law. However, for sharecropping in the form of *maro*, it is not in accordance with Islamic law.

4. The Rescission of Agreement

The contract usually ends after the achievement of the intent and purpose of *mukhābarah*. The *mukhābarah* contract can be ended before the intent and purpose of *mukhābarah* can be carried out. In addition, the agreement ends because the agreement is broken, one of the parties dies, there are a legal reason, illness, and others.¹¹⁷

If a rescission occurs before planting, the farmer will get nothing. If rescission are made after planting and agricultural land produces something and has been harvested then agricultural products remain divided by a predetermined ratio. However, if the agricultural products have not been harvested and there is still the remainder of the work that has not been completed, the farmer will still receive a share of the results of the work done beforehand and he is entitled to a salary that matches the rest of his work.¹¹⁸

¹¹⁷ Drs. H. Ahmad Wardi Muslich, *Fiqh Muamalat*,..., p.404

¹¹⁸ Imran Ahsan Khan Nyazee, *Islamic Law Of Business Organization Partnerships*,..., p. 286

a. Farmer

In the production sharing agreement in Sambirejo village carried out by the community, it was found that the period not specified in the profit sharing agreement made it continue for years. The profit-sharing agreement ends if the farmer is no longer able to work on the land. Farmers end the agreement on the grounds of old age, health, and others. Where to end the agreement the farmer can convey it directly to the landowner, namely by deliberating with the landowner so that the landowner can find other farmers to replace him. So that the cultivation of rice fields is done by the next farmer.

After the farmer terminates the production sharing agreement with the landowner, the responsibility for managing the paddy fields will be forwarded to the next farmer. This happens if the cultivation of land has not been completed or not yet harvested, but if the agreement ends after harvest, the farmer will then take full responsibility for the land. In Sambirejo village, the death of one of the parties has never been the reason for the end of the agreement on agricultural production.

If the farmer is not able to work on it but still wants to continue the agreement, the cultivation of the fields will be continued by his child. Where the offer of cultivation of rice fields from farmers to children is carried out without notifying the landowners. The offer of responsibility is not notified to the landowner because the landowner has left his land to the farmers so that as long as the farmer is still willing to be responsible for the land, the landowner will not interfere in the effort to manage the land.

b. Landowner

In addition, landowners can also terminate the sharecropping agreement if the farmer's work is not good. The lack of ability of farmers in managing land can be seen from reduced yields. But on condition that this is indeed caused by a lack of farmer performance,

not from natural factors. Then the owner will terminate the sharecropping agreement after the harvest period.

The agreement can be terminated if the landowner wants to manage his own land then the farmer returns the land to the owner after the harvest period. If the landowner terminated the agreement after the harvest period, there is no longer an obligation for the farmer to continue cultivating the land and the extension of the agreement is not included in the previous agreement. So the recession of the sharecropping agreement carried out by farmers and landowners in the Sambirejo village is in accordance with Islamic law, which is terminated after harvest or continued by their heirs.

5. The Payment of Zakah on Agriculture

Agricultural zakat is different from other alms of wealth such as livestock, money, and merchandise. Agricultural zakat is different because objects that are zakat are products that come from the land, not depending on the passing of one year. Zakat is required for the production of land which is 10% if the land is irrigated and 5% if the irrigation is cultivated by farmers. The agricultural zakat which must be issued is equal to five wasaq or if it is calculated with the weight of kilograms, it weighs 653 kg of rice from agricultural products. Ibnu Qudama stated that if the results obtained by less than five people were not required to issue agricultural zakat. Because even though all is indeed a compulsory wealth of zakat, it is not required if the amount is small.¹¹⁹

For agricultural products in Sambirejo village is a collaboration between landowners and farmers. The landowner hands over the cultivation of the land to the farmers in exchange for the agreement of the two parties. So that both parties must pay zakat on both parts of

¹¹⁹ Yusuf Qardawi, *Hukum Zakat Studi Komparatif Mengenai Status Dan Filsafat Zakat Berdasarkan Qur'An Dan Hadis*, (Bogor: Pustaka Litera Antarnusa, 2011), p. 323-380

their respective income, if sufficient for the zakat of agricultural zakat. From the previous explanation, agricultural products which are the rights of landowners and farmers are divided according to the agreed profit sharing ratio. According to Ghazali, the agricultural zakat that must be issued is a net result, namely if in the form of grain the skin must be cleaned so that it is in the form of rice or 653 kg of rice, while the yield is in the form of dried grain which can shrink during drying and grinding into rice.¹²⁰

From table 3.10, it is explained that most of the results obtained by the owner and farmer do not reach the ratio to issue agricultural zakat. Although income has reached a ratio, the expenditure of agricultural zakat in accordance with the provisions in Islam has never been done by farmers or landowners. Most farmers and landowners do not issue zakat because they do not know of zakat for agriculture, they only know the expenses for zakat fitrah and they also receive less if income must be deducted from zakat. As for those who want to issue a zakat, it becomes their personal responsibility. One farmer who is aware of the existence of zakat for agricultural states that landowners do not want to issue zakat before dividing the crop according to the ratio they agree on so that they issue their own zakat from agricultural products if they reach a ratio and if the harvest income is not high they will set aside their income as best they can. This is because the yield is not much because the land cultivated is also not extensive and sometimes when the price of grain decreases their income is only enough to cover the capital that has been used to cultivate the land. If zakat is to be issued, they are worried that their income will not meet their daily needs.

farmers and landowners in Sambirejo village have not all been willing and able to spend on agricultural zakat. The results of the agricultural land in Sambirejo village which is borne by each party,

¹²⁰ Yusuf Qardawi, *Hukum Zakat Studi Komparatif Mengenai Status Dan Filsafat Zakat Berdasarkan Qur 'An Dan Hadis*, p. 354

both farmers and most landowners, have not reached the obligation to issue agricultural zakat. So it is not mandatory for both of them to issue agricultural zakat. They only spend part of their harvest income as much as possible and are given to the mosque.

D. THE SHARECROPPING PROPORTION IN SAMBIREJO VILLAGE ACCORDING TO ISLAMIC ECONOMIC LAW.

Harvest are the results that will be shared with both parties who carry out the muzāra'ah contract.¹²¹ The sharecropping agreement implemented at Sambirejo village is where the landowners and farmers get their share in accordance with the agreed proportion. Thus the purpose of sharecropping agreement has been fulfilled, namely cooperation and then divided the results according to the agreed ratio. The yield that is divided can usually be in the form of grain or money depending on the needs of the landowner.

The results that distributed are the land result from the object of the agreement and not from another agricultural land. After the yield is collected in the form of grain, then it shared with both parties in accordance with the contract. This is in accordance with the conditions in the *mukhābarah*, where the distribution must come from the collected results, then distributed according to the ratio and not determined based on certain areas or parts that have been set from the beginning of agricultural land. This is prohibited because it will cause gharar or obscurity, because of the possibility of crop failure in one of the fields that could harm one party and finally lead to injustice.

Both parties must share equally or proportionally in all inputs and output, otherwise the *mukhābarah* is deemed defective. The land rent cost must equally with labor and other tools cost provide by farmer. After the partnership is binding, it is permissible for either party to donate an

¹²¹ WizāRatu Al-Auqāf Wa Al-SyuūNi Al-IslāMiyah, *Al-MāUsū'Ah Al-Fihiyyah*, , p. 57-58

increased share in cost or profits if they so wish.¹²²

In the sharecropping agreement at Sambirejo village as long as one or both parties do not choose maro, the agreement ratio follows the season, one third in the rainy season, one quarter in the walikan season (between the rainy season and the dry season) and one fifth in the dry season. So in the agreement, the profit sharing was not mentioned and explained because both parties considered they had understood the rights and obligations of each party as the custom in the Sambirejo village.

The sharing of results is adjusted to the ratio to be divided according to the planting season. That is one third in the rainy season, one quarter in the walikan season (between the rainy season and the dry season) and one fifth in the dry season. The ratio is not mentioned in the agreement because the results will be given according to the season except for the profit-sharing agreement with maro or 50:50, the two parties will mention the ratio and divide the responsibility in providing capital.

There is nothing that requires certain parts and quantities in the profit-sharing agreement in Sambirejo village. The results will be divided is the net result of gross yield after decreasing the cost of harvest. Harvest costs are costs incurred to pay workers who cut paddy plants at harvest time.

The unclear ratio, because there is no explanation, can lead to obscurity and gharar. Where should each part of the party be mentioned in the contract and if it is not mentioned it will damage the contract because *mukhābarah* is a leasing contract if there is no explanation of the right of each party it will damages the contract. Therefore, the sharecropping agreement in Sambirejo village when viewed from the fulfillment of the requirements for clarity of the ratio to be shared is not in accordance with the requirements of muzāra'a or mukhabara in Islamic law. Even though except the profit sharing with a 50:50 ratio is not clearly stated at the time of the agreement but what has become a society's habits and continues to this

¹²² Dr. Wahbah Al-Zuhayli, *Financial Transactions in Islamic Jurisprudence*, ..., p. 527

day can be a law. In Islam customary, it is called 'urf.

However, if viewed from the form of the distribution of the results, the sharecropping in the village of Sambirejo is not based on the supply of seeds but rather on the provision of capital.

Because the law of Muamalat all derives from the principle of advantage and human interest and to customs. Where the law may change according to the general benefit, interests or emergencies, which are caused by differences in situations, times and habits.¹²³ The reason people use the season when farming as a reference in determining the profit sharing ratio because to alleviate costs that high in cultivation. For example, in the dry season where rice fields must continue to be irrigated while there is no rain and the rivers filter, the cultivators must buy expensive water. If the specified proportion is 1/3, the farmer gets little profit or even lose. Where in the proportion sharing, the landowner does not contribute the capital other than land. So that for the sake of the prosperity of both parties, justice in the distribution of benefits and losses that may be suffered by the farmer, the community divides the profit sharing proportion by referring to the planting season. An informant stated that the system for determining the ratio in Sambirejo village had changed. According to the farmer, the ratio distribution system in accordance with the planting season is fair.

However, if viewed from the proportion of capital provided by each party with a profit sharing ratio of 1/3 and 1/2 the landowners do not get the results in accordance with the capital provided. Nevertheless, the owner still agrees to the profit share with that ratio.

According to Hanafis, a condition is invalid if it is not in accordance with one of the criteria in the legal condition, which is not in accordance with the substance of the contract, there is no text or not in accordance with the urf or habits of the community in that area.¹²⁴ In other words,

¹²³ Sobhi Mahmassani, *Filsafat Hukum Dalam Islam*, (Bandung: Pt Al-Ma'Arif), p. 235

¹²⁴ Dimyauddin Djuwaini, *Pengantar Fiqh Muamalah*, (Yogyakarta: Pustaka Pelajar,

the sharecropping agreement in Sambirejo village is a valid requirement because it is in accordance with the custom or 'urf in the village and the requirement is not to benefit only for one party but for both parties.

E. THE SHARECROPPING GOAL IN SAMBIREJO VILLAGE

From the previous explanation, it had been seen the majority of people in Sambirejo village work as farmers. Where the community uses a varies system to cultivate the rice fields, which is a sharecropping system. The profit-sharing agreement is an agreement to manage the land and it involving the landowners and the farmer as a subject of the agreement. Islam permits public ownership to be private ownership in order to serve the needs of society better.¹²⁵ In Islamic law, a person who has land rights is required to use his land.¹²⁶ The use of property through land management can be done by processing it themselves or by offering it to others. If the landowner wants to hand over to others, it can be done in two ways, namely offering it to others for free without compensation or offering it for certain benefits. Offering the utilization in return can be made with a fixed rend or profit sharing. Most scholars such as Hanafiah, Abu Yusuf, Muhammad bin Sirin, Allama Sarkashi, Abdur Rahman Jazairi, and others inclined to the profit-sharing system because it was considered to be closer to justice than a fixed rent system. Profit sharing agreement is seen as more equitable, reflecting attitudes and better economic activities because farmers and landowners enjoy profits together and bear losses proportionally.¹²⁷

Mukhābarah is intended to avoid having livestock that is less able to be used because there is no land to cultivate and avoid land that is also

2015), Cet.Iii, Hlm. 63-64

¹²⁵ Sultan Abu Ali, Islamic Economic System, Papers And Proceeding Of An International Seminar On “*Teaching Islamic Economics For University Teachers*”, (Saudi Arabia: Islamic Research And Training Institute Islamic Development Bank)

¹²⁶ M.B. Hendrie Anto, *Pengantar Ekonomika Mikro Islam*, (Yogyakarta: Ekonisia, 2003), p. 189-200

¹²⁷ Ibid, p. 189-200

left not produce anything because no one is working. So *mukhābarah* is a concept of cooperation in an effort to combine the potential of each parties with the aim of being mutually beneficial.

The informant also stated that the sharecropping agreement at Sambirejo Village was reasonable agreement according to farmers and landowners. With the sharing of certain benefits, the landowner gets rights to the benefits of land used by farmers and the farmer gets his rights to the effort and the costs incited to cultivate the land. The agreement must based on the eagerness of each party, trust, honesty and no coercion.¹²⁸ Farmers state that the willingness of landowners to joint into sharecropping agreements and join their property as capital has considerably assisted farmers who do not own land and have only the ability to farm. Therefore farmers work hard by carrying out their responsibilities and do not violate the agreement until they can work on the land so on. Awareness of mutual needing conditions makes both parties fulfill their rights and responsibilities in the sharecropping agreement properly. So according to the informant, there was no violation of the agreement which was carried out by one or both parties so far in the sharecropping agreement in the *mukhābarah* form.

The purpose of sharecropping at Sambirejo village is in accordance with the aim of sharecropping in Islamic economic law. Where the the land owner purpose is to make their land produce by offer their land to be cultivated by farmer, because they have no time and ability to work on it. The farmer purpose to do the sharecropping agreement is to make living by working on the land and the reason they make an agreement because they have no land to be cultivated and just have ability to farm.

From the explanation above, the sharecropping agreement already has basic values that must exist in terms of land processing agreements, namely justice, brotherhood, and kindness according to the farmers and landowner. Because they make the agreement willingly and there is no

¹²⁸ Sobhi Mahmassani, *Filsafat Hukum Dalam Islam*, (Bandung: Pt Al-Ma'Arif), p. 179

compulsion.

Table 3. 19

The Implementation of Sharecropping at Sambirejo village According To Islamic Law

No.	The elements and conditions	The Implementation of Sharecropping agreements in Sambirejo village	Conformity with Islamic law
1	The Parties	Landowners and farmers are adults (34-60 years old) and sane. Both parties are married, working, a Muslim and able to carry out obligations in the production sharing agreement.	<p style="text-align: center;">Appropriate:</p> <p>'Aqid is a sane person (mumayyiz) because it is a skill requirement (ahliyah) to carry out tasarruf.</p> <p>Not an apostate, according to Abu Hanifah all dealing of an apostate is suspended, while according to Abu Yusuf and Muhammad bin Hasan the contract of an apostate is permitted.</p>
2	Offer and acceptance	The owner offers his land to be cultivated by asking "do you want to work on my land? If you want to work on it, the position of the land is there," if the farmer agrees, the owner directly shows the location of the area or in fact, farmers are offering themselves to landowners to work on their land.	<p style="text-align: center;">Appropriate:</p> <p>The land owner's state is a sign of willingness and agreement to carry out a contract as well as the state of the farmer showing an agreement to work on the land of the owner. So the offer and acceptance are done in the form of speech.</p>

3	The condition for the provision of the seed	The type of seeds has planted are not mentioned, the owners only hand over all matters of cultivating the land to farmers, including the selection of varieties of seeds.	<p>Appropriate:</p> <p>According to istihsan principles explaining what is has planted is not a requirement. According to Hanafis and Hanbalis, this is required, but if the landowners have delegated the matter to the farmers, it is permissible for farmers to plant the type of seeds planted by farmers.</p>
4	The condition of plants that are planted	The plants planted by farmers are paddy.	<p>Appropriate:</p> <p>because Paddy is a rice-producing crop which is the staple food of the community in the area.</p>

5	The condition of the produce	<p>Produce is has divided according to the agreed ratio, namely: 1/2, 1/3, 1/4, 1/5.</p> <p>It divided after all the results collected from the land that the farmer is working on and weighed in full.</p>	<p>Appropriate: The yield divided by half, third, quarter, fifth, etc. The distribution is carried out in accordance with the agreement of the two parties. The distribution is not determined on the condition that the owner or farmer gets the yield of a certain part of the farm or a certain amount of yield. The harvest shared is the total yield and from the land cultivated by farmers. However, if viewed from the proportion of capital provided by each party with a profit sharing ratio of 1/3 and 1/2 the landowners do not get the results in accordance with the capital provided. Nevertheless, the owner still agrees to the profit share with that ratio.</p>
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6	The condition for the land	<p>The land used by farmers is the private land of the landowner. The land is handed over directly when the farmer agrees to the landowner's offer or vice versa.</p> <p>According to informants, the land they use is a suitable area for planting, so that many people manage their area into rice fields and good grain produce and rare produce failure.</p>	<p>Appropriate: The land used is suitable for planting so that it can bring benefits to both parties.</p> <p>The position and boundaries of the land that are worked on are clear and have been notified to the farmers at the time of handover.</p> <p>Landowners provide full wisdom to farmers to cultivate their land, so there are no conditions that contain elements of landowners' interference. The land used is the private property of the landowner so that he has the right to use it through a sharecropping agreement.</p>
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7	The condition for the provision of agricultural equipment (machinery / animals)	Agricultural tools are all provided by farmers.	<p>Appropriate:</p> <p>Because the provision of agricultural tools is considered a subservient to the main contract and is not something that intended in the contract if expected, it makes the contract damaged because of the benefits types is different between area and animals</p> <p>Whereas Abu Yusuf permits it because the benefits of animals can follow the benefits of land such as the benefits of animals following the benefits of labor.</p>
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8	The condition for Provision of the capital	<p>1/2 or maro, landowner: land and half the cultivation cost (seeds, fertilizers, irrigation, etc.). Farmer: labor, half the cultivation cost (seeds, fertilizers, irrigation, etc.).</p> <p>1/3 or mertelu, landowner: Land, half the cost of harvesting and transport. Farmer: labor, all cultivation costs and half the cost of harvesting and transportation.</p> <p>1/4 or merpapat, landowner: land. Farmer: labor and all cultivation costs.</p> <p>1/4 or merpapat, landowner: land, seeds and all costs of cultivation. Farmer: labor.</p> <p>1/5 or moro limo, owner: Land. Farmer: labor and all cultivation costs.</p> <p>1/5 or moro limo, owner: land, seeds and all costs of cultivation. Farmer: labor.</p>	<p>Not Appropriate: Maro form is not appropriate because both parties equally provide seed so that the status of the contract object becomes one ie rent of power and land rent that makes the contract broken.</p> <p>Appropriate: Mertelu, merpapat and moro limo are forms that are in accordance with Islamic law because the object is the benefit of the land where the seed is provided by the farmer, so the farmer's status is the land tenant. For this form, the farmer who provides seed and this form are called mukhabarah.</p>
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9	The duration of the contract	Duration of the agreement is not specified.	Not Appropriate: According to Abu Yusuf and Muhammad because the agreement period must be explained and known if it is not explained then the contract is invalid.
10	The termination of the contract	The contract terminated if the farmer is unable to cultivate the land or the owner ends after the harvest period.	Appropriate: Agreements are allowed to be terminated as long as both parties agree.
11	Payment of zakah on agriculture	Zakah on agriculture is was issued by each party after the results are distributed.	Appropriate: Because zakah on agriculture is required for the results of each party.

CHAPTER IV

CONCLUSIONS AND SUGGESTIONS

A. CONCLUSIONS

The sharecropping agreement in Sambirejo village is carried out verbally on the basis of trust. The landowners and the farmers in Sambirejo village also look at the capital included in the agreement so that there are six forms of profit sharing proportions, those are 1/2, 1/3, 1/4, and 1/5 which are determined according to the planting season. Based on the previous description consisting of theories, research findings, and discussions, the conclusions are as follows:

1. If viewed based on the seeds provision, the sharecropping includes *mukhābarah* because most of farmers provide the seeds. The implementation of the sharecropping agreement in Sambirejo village is not entirely in accordance with Islamic law (the concept of mukhābara). It is found in the maro profit share which includes the type that is not permitted because there is a lack of clarity due to both parties providing seeds. Then the time of the agreement that is not determined at the beginning of the agreement which results in uncertainty when the agreement comes to an end. Although the agreement period is not determined at the beginning of the agreement, the farmer and landowner usually terminate the agreement after the harvest and yield are divided according to the parties' agreement. As for the elements and other conditions are in accordance with the concept of sharecropping in Islamic law.
2. The profit sharing proportion that is not in accordance with the capital provided, where landowners get a portion less than the proportion that should be received according to mukhābara theory. Even though landowners still approve and accept proportions in this form.
3. The purpose of sharecropping at Sambirejo village is in accordance

with the aim of sharecropping in Islamic economic law. The sharecropping agreement at Sambirejo Village was reasonable agreement according to farmers and landowners. With the sharing of certain benefits, the landowner gets rights to the benefits of land used by farmers and the farmer gets his rights to the effort and the costs incited to cultivate the land. The agreement must based on the eagerness of each party, trust, and honesty.

B. SUGGESTIONS

1. The need for confirmation and explanation in the arrangement of sharecropping agreements carried out by landowners and farmers. The proportion that is not suitable to be renewed and reformulated in order to provide benefits and justice for both parties. So for both parties to be more careful and look at the process in implementing the sharecropping agreement even though both parties have agreed.
2. Further research is expected to be able to add and review the sharecropping system of different results for the implementation of profit sharing, especially if the determination of the proportion of the results. It is hoped that this research can contribute ideas to the community regarding the concept of sharecropping and the values of justice contained within it.

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APPENDIX 1

Questions:

1. Saya mendapat informasi bahwa bapak/ibu melakukan perjanjian bagi hasil pertanian apakah benar?
2. Tujuan saya kemari untuk mendapatkan informasi mengenai perjanjian bagi hasil pertanian yang ada di desa sambirejo ini
3. Berapa bentuk perjanjian bagi hasil pertanian yang ada di desa ini pak/ibu?
4. Bentuk perjanjian mana yang bapak gunakan?
5. Bagaimana perjanjian tersebut dilaksanakan pak/ibu?
6. Biaya apa saja yang bapak/ibu keluarkan?
7. Biaya tak terduga itu seperti apa pak/ibu?
8. Berapa biaya semua yang bapak keluarkan dan berapa luas sawah yang bapak garap?
9. Mengapa bapak/ibu lebih memilih bagi hasil?
10. Faktor apa yang menyebabkan bapak/ibu melakukan perjanjian bagi hasil pertanian ini?
11. Kemudian apa dengan bagi hasil ini bapak/ibu memperoleh keuntungan?
12. Apa bapak/ibu memiliki keterampilan dalam bertani?
13. Sudah berapa lama pak/ibu melakukan perjanjian bagi hasil pertanian?
14. Bisa dijelaskan mengenai syarat-syaratnya pak/ibu?
15. Apakah sebelumnya dari pemilik tanah menyerahkan tanahnya untuk bapak/ibu garap?
16. Bagaimana ijab qabul atau ungkapan serah terima yang bapak/ibu lakukan pada saat membuat kesepakatan perjanjian bagi hasil? (ungkapan dapat berupa ucapan, tindakan, isyarat atau korespondensi)
17. Apakah kedua pihak hadir pada saat serah terima ?
18. Apakah pada saat penyerahan ada saksi?
19. Apakah ada perjanjian tertulis?
20. Terus seumpama ada yang melanggar perjanjian bagi hasil ini bagaimana cara menyelesaikannya?

21. Mengapa bapak/ibu bersedia melakukan perjanjian bagi hasil pertanian tersebut?
22. Apakah ada paksaan dalam melakukan perjanjian bagi hasil pertanian yang bapak/ibu lakukan?
23. Selama melakukan kesepakatan tersebut adakah pihak yang tidak menepati janji yang telah disepakati bersama?
24. Apakah bapak/ibu merupakan pemilik asli atau sebagai wakil/wali untuk modal yang digunakan dalam perjanjian bagi hasil tersebut?
25. Apakah modal (tanah atau tenaga kerja dll) sudah diketahui kejelasannya?
26. Kapan modal (tanah dll) di serah terimakan?
27. Menurut bapak/ibu apakah kesepakatan yang dibuat tersebut menguntungkan untuk bapak/ibu?
28. Apa pekerjaan yang dibebankan dalam kerjasama tersebut menjadi beban yang berlebihan untuk bapak/ibu?
29. Apakah proses pembuatan perjanjian tersebut mempersulit atau mempermudah bapak/ibu untuk melaksanakannya sesuai dengan kesepakatan?
30. Apakah adanya pembuatan kesepakatan sebelum melakukan pekerjaan memberikan pengaruh yang baik atau malah membawa pengaruh yang buruk (seperti digunakan untuk menipu)?
31. Apa ada penjelasan secara rinci untuk jenis dan sifat dari bibit yang akan ditanam saat membuat kesepakatan?
32. Ada syarat dari pemilik lahan untuk jenis bibit yang akan di tanam?
33. Bagaimana dan kapan menentukan pembagian hasil pertanian tersebut?
34. Kapan pembagian hasil dilakukan?
35. Apakah pembagian hasil seperti itu menurut kesepakatan bersama atau mengikuti adat istiadat disini?
36. Apakah hasil panen dibagi dalam bentuk padi, beras atau uang dll?
37. Apa menurut bapak tanah yang digunakan layak untuk dijadikan lahan pertanian?

38. Apa tanah yang akan digunakan milik pribadi atau menyewa?
39. Apa ada penentuan jangka waktu perjanjian?
40. Jika tidak ada bagaimana menentukan berakhirnya perjanjian?
41. Jika ada bagaimana cara menentukan jangka waktunya?
42. Jika ada sudah cukupkah jangka waktu yang ditetapkan hingga masa panen?
43. Bagaimana jika jangka waktu yang disepakati telah habis sedangkan panen belum selesai?
44. Adakah yang memberikan syarat agar seluruh hasil panen hanya untuk pihak tertentu?
45. Apa ada yang mensyaratkan jumlah/bagian tertentu dari hasil panen?
46. Adakah yang mensyaratkan seluruh pekerjaan akan ditanggung oleh pemilik lahan?
47. Adakah yang mensyaratkan penyediaan hewan oleh pemilik lahan?
48. Apa penggarat disyaratkan untuk memuat dan menjaga hasil panen setelah pembagian hasil dilakukan?
49. Apa pemilik lahan diharuskan untuk menjaga tanaman sebelum masa pengetaman atau sebelum masa panen?
50. Apa pemilik lahan meminta untuk melakukan pekerjaan yang meninggalkan bekas setelah berakhirnya kad seperti pembuatan sumur, membangun tembok dll?
51. Apa yang menyebabkan kerjasama yang bapak/ibu lakukan berakhir?
52. Dari hasil panen apa ada zakat pertanian yang dikeluarkan ?
53. Jika ada bagaimana cara mengeluarkan zakatnya setelah pembagian hasil atau sebelum?

APPENDIX 2

WAWANCARA 1

Informant : 9
 Pekerjaan : pejabat desa
 Date : 09/02/2019

Pertanyaan	Bagaimana bagi hasil yang diterapkan masyarakat disini?
Jawaban	jika musim rendeng bagian yang punya sawah 1/3 tahun depan 1/4 musim kering 1/5.
Pertanyaan	Sejak kapan pak perjanjian bagi hasil ini dilaksanakan ? Apakah ada yang berubah pak?
Jawaban	Sistem bagi hasil sejak dulu yang berubah hanya jumlahnya bagiannya.
Pertanyaan	Apakah perjanjian dilakukan secara Tertulis pak?
Jawaban	Tidak ada perjanjian tertulis perjanjian tertulis hanya untuk sewa
Pertanyaan	Bagaimana jika petani mengalami kerugian pak?
Jawaban	Jika rugi pemilik sawah tidak dapat bagian
Pertanyaan	Dalam setahun terdapat berapa kali masa panen pak?
Jawaban	Setahun tiga kali panen
Pertanyaan	Siapakah yang menanggung pajak tanah?
Jawaban	Pajak juga tinggal tergantung perjanjian tapi biasanya yang punya sawah yang punya tanah Pajak di tanggung pemilik tanah
Pertanyaan	Siapakah yang menanggung penyediaan peralatan pertanian?
Jawaban	Alat bajak biasanya sewa, yang penggarap , pokoknya yang punya tanah tidak mau tahu hanya menunggu dapat bagian saja semua biaya biaya penggarap biaya semua penggarap (berarti semua bibit bibit juga ya) ya , bibit, pupuk, obat-obatan , biaya olah tanah, air nah ini yang mahal kan air, makanya kalau musim kemarau bagian yang punya sawah cuma 1/5 20 % nya kenapa, karena biaya air nya tinggi penggarap itu Alat bajak sewa dari penggarap pemilik tanah tidak memberikan kontribusi biaya semua dari penggarap.
Pertanyaan	Pernahkah bapak melakukan perjanjian bagi hasil?

Jawaban	Tidak tapi saya tahu sistemnya karena saya yang sering memberi penyuluhan untuk pekerja dipondok
Pertanyaan	Apakah penerapan sistem seperti ini sudah lama pak?
Jawaban	Sudah sejak dulu sejak saya mungkin belum lahir tapi kan berubah ubah tiggal perjnajiannya saja.
Pertanyaan	Apa yang berubah pak?
Jawaban	Sistemnya sistem pembagiannya apatu
Pertanyaan	Waktu perjanjiannya bagaimana pak setahun atau sekali masa panen?
Jawaban	Iya memang kalau sistem bagi hasil itu setiap panen tidakada perjanjian secara tulis cuma kita menggarap punya orang terus saya garap berapa tahun berapa musim panen itu tidak nanti kalau biasanya yang orang nya meranto bekerja di luar jawa ya punya sawah disini suruh nggarap orang gitu tok tapi perjanjian secara tertulis iu tidak ada. Tapi ada perjanjian bukan bagi hasil malah itu sewa jadi sawah di sewakan siapa yang mau nyewa satu taun bisa satu tancep ato satu masa panen biasanya bisa kalau bagi hasil ya permasa panen kalau hasilnya tidak bagus ya yang punya tidak dapat bagian
Pertanyaan	Apakah ada ganti rugi pak?
Jawaban	Tidak mengganti, ya rugi yang punya sawah tidak punya bagian
Pertanyaan	Biasanya musim panen setahun berapa kali pak?
Jawaban	3 kali
Pertanyaan	Untuk pajak bagaimana pak?
Jawaban	Nah biasanya pajak tinggal perjanjian biasanya pajak yang punya sawah.
Pertanyaan	Untuk peralatan bagaimana pak apakah disediakan?
Jawaban	tidak biasanya nyewa, yang penggarap yang punya sawah tidak mau atau nunggu bagian to' semua biaya ya penggarap
Jawaban	Iya bibit pupuk obat obata biaya olah tanah air ini kan yang mahal air sama biaya olah tanah air mahal makanya bagiannya yang punya sawah cuma seperlima. 20 % nya yang punya sawah karena biayanya tinggi penggarap itu.
[06:36, 2/9/2019]	

Pertanyaan	Pak jika pembagian sepertiga berarti pemilik tanah dapat 1/3 dan Penggarap 2/3 apa benar seperti ini? Kalau pembagian seperempat pemilik 1/4 dan penggarap 3/4? Seperlima pemilik 1/5, penggarap 4/5 apa benar seperti ini pak?
Jawaban	Ya benar

WAWANCARA 2

Informant :10

Pekerjaan :Kepala Dusun dan Ketua Kelompok Tani

	Saya disini sebagai kepala dusun disini kebetulan yang kedua sebagai ketua kelompok tani ...pertanian dari sebelah sini sampai utara kampung itu kan ada
Pertanyaan	Pernah melakukan bagi hasil pertanian juga pak?
Jawaban	Alhamdulillah kalau yang saya kerjakan untuk pertanian itu milik sendiri tapi ada juga sebagian dari petani ya mungkin sewa kalau sewa itu kita menyewa lahan dalam jangka waktu tertentu misalkan satu musin. Setahun dua tahun tiga tahun, kalau kadang untuk sewa lahan itu nominal ya mungkin tidak sama meskipun luasannya sama mungkin juga sewanya tidak sama tergantung letas ya sawahnya itu kalau misalkan areal pertaniannya itu mungkin agak bagus irigasinya mudah itu mahal tapi kalau irigasinya susah terus sawahnya tu tidak rata mungkin harganya agak murah nominal disinya ya kalau ...disinikan biasanya kalau sewa satu tahun satu tahun untuk sepertiga hektar kurang lebih 3.300 itu nominalnya antara 7-9 jt kalau rata bagu sdekat irigasi bisa 9 juta tapi kalau irigasinya susah terus sawahnya berundak undak itu mungkin 7-6 pertahunnya itu untuk sepertiga hektar lo ya jadi kalau satu hektar kalikan tiga
Pertanyaan	Hasil yang dibagikan berbentuk apa pak?

Jawaban	Hasilnya gabahnya kalau saya biasanya disini gabah ada juga yang dibagi uang ada juga yang dibagi gabah.
Pertanyaan	Bagaimana jika terjadi kecurang dalam pembagian pak?
Jawaban	Itu bisa saja terjadi kalau disini selama ini tidak masalah permasalahan itu jadi intinya setipa kali abis panen itukan hasil total langsung ditimbang di tengkulak biasanya ya misalnya dapat dua ton langsung ditaroh disitu misalkan yang bersangkutan yang punya sawah tidak bisa hadir ya intinya ya modal percaya saja
Pertanyaan	Katika panen dilakukan apakah dilakukan penggarap sendiri?
Jawaban	kalau disini yang memanen kan ya penggarap, intinya yang pemilik sawah itu kan sudah terima bersihlah intinya. Udah tidak ikut campur masalah apalah tetek bengeng udah tidak ikut. Semuanya yang ngurusin yang ngerjakan penggarap nanti itu kalau sudah selesai di panen istilahnya hasil panen sudah terkumpul semua biasanya ngabarin keluarga yang punya sawah itu, misalkan yang punya sawah itu tidak ada mungkin saudaranya atao anaknya atau sepupunya suruh ngesenilah jadi saksi kalau misalkan hasilnya tu segini nanti bagi hasilnya segini itu aja.
Pertanyaan	Jika terjadi gagal panen?
Jawaban	Sudah sering, petani itu standarnya 2 ton dapet 1 ton aja itu sudah rugi , kalau masih dibagi hasil lagi biasanya itu yang pemilik sawah ngelenggurno ngelugor itu kalau tidak dikasih tidak masalah jadi tidak memaksa .
[10:11, 4/27/2019]	
Pertanyaan	Pemilik tanah yang melakukan perjanjian bagi hasil ada berapa ya pak? Dan yang menjadi penggarap berapa ya pak?
Jawaban	Kurang lebih 19 orang
Pertanyaan	Untuk penggarapnya apakah sama?
Jawaban	Perjanjianya juga berbeda ada yg mnjadi buruh garap, ada yg sewa musiman ada yg sewa tahunan. Kurang lebihnya sama

Pertanyaan	<p>Apa bedanya pak penggarap dengan buruh garap? Selain sistem bagi hasil pertanian, sewa, dan ngerjakan sendiri, adakah sistem pengelolaan lahan pertanian yang lain tidak pak? Dan yang paling banyak di pakai sistem yang mana ya pak?</p>
Jawaban	<p>Kalau penggarap itu mengeluarkan biaya untuk oprasional sawah minimal 50%. Biaya yg 50% ditanggung pemilik sawah</p>
Pertanyaan	<p>Yang jadi penggarap usianya sekitar berapa ya pak? Pekerjaan utamanya penggarap itu petani atau ada yang punya kerja lain selain jadi petani pak?</p>
Jawaban	<p>Usia 45thn keatas... Biasanya tetap berwira swasta mbk</p>
[13:29, 5/3/2019]	
Pertanyaan	<p>Apakah pemilik membayar pajak tanah? Jika membayar berapa ya pak?</p>
Jawaban	<p>Iya... untuk pajak itu wajib. Krna itu masuk ke APBD ngawi.</p>
Jawaban	<p>Kisaran 200rb. Tp untuk pajak tanah dibayar setiap tahun sekali</p>
[11:48, 5/4/2019]	
Pertanyaan	<p>Pak kalau pembagian sepertiga berarti pemilik tanah dapat 1/3 dan Penggarap 2/3 apa benar seperti ini? Kalau pembagian seperempat pemilik 1/4 dan penggarap 3/4? Seperlima pemilik 1/5, penggarap 4/5 apa benar seperti ini pak?</p>
Jawaban	<p>Terbalik...</p>

Jawaban	<p>Untuk pembagian hasil pertanian. Misalkan pemilik sawah yg membiayai semuanya. Terus ada buruh garap yg hanya bermodal tenaga biasanya $\frac{1}{4}$ sampai $\frac{1}{5}$ bagian untuk buruh nya.</p> <p>Klo misalkan pemilik sawah hnya bermodalkan tanah. Trs biaya sepenuhnya mulai dari pengolahan tnh sampei panen diserahkan pada orang lain. Si pemilik sawah hnya menerima $\frac{1}{4}$ saja</p> <p>Klo misalkan pemilik tanah & penggarap sama2 mengeluarkan biaya 50%. Hasilnya nanti juga dibagi $\frac{1}{2}$. Dgn ctan yg mngerjakan oprasional sawah adalah di penggarap.</p> <p>Jika sawah disewakan dlm hitungan per musim tanam atau pen tahun. Sipemilik tanah sdh tdk menerima bagian apa2. Kecuali uang sewa tersebut.</p>
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WAWANCARA 3

Informant :1

Pekerjaan :Ibu Rumah Tangga

Pertanyaan	Apa alasan ibu melakukan perjanjian?
Jawaban	kalau nggarap sendiri tidak belum bisa suami saya kan kalau misalnya pergi kerja jam 7 pulang jam 8 ya tidak bisa kerja di sawah waktunya tidak bisa waktunya tidak ada tenaganya nggaka ada. Trus enak digarap sama saudaranya bagi hasil seumpamanya dapat satu ton ya separo separo ya sudah buat perjanjian di awanya beli rabuk ya seandainya rabuknya 600 ya tiga ratus tiga ratus.
Pertanyaan	Pajak tanah Bagaimana bu?
Jawaban	Pajak tanah yang bayar yang punya tanah sendiri
Pertanyaan	Kalau gagal panen?
Jawaban	Gagal panen ya kalau hasilnya sedikit ya bagi rata
Pertanyaan	Sama siapa bu melakukan perjanjian bagi hasilnya?
Jawaban	Mbah Sadi
Pertanyaan	Berarti ibu bagi hasilnya maro?
Jawaban	Iya separo 1 kw ya separo separo dapat 2 kw ya sekintal sekintal.
Pertanyaan	Sudah berapa lama bu?
Jawaban	Sedah lama sudah lima tunan
Pertanyaan	Terus sama mbah ini?
Jawaban	Awalnya sih sendiri tapi hasilnya malah tidak ada malah bangkrut apa apa ini apa apa orang.
Pertanyaan	Sawahnya berapa bu?
Jawaban	0,3 ha
Pertanyaan	Semuanya sama mbah Sadi ini?
Jawaban	Iya sama mbah sadi semua

WAWANCARA 4

Informant :4

Pekerjaan :Petani Penggarap

Pertanyaan	Benarkah bapak melakukan perjanjian bagi hasil?
Jawaban	ya
Pertanyaan	Alasan bapak melakukan perjanjian ini?
Jawaban	Tanah nya sedikit sekalian ngarapin punya saudara soalnya tidak bisa dikerjain sendiri.
Pertanyaan	Pajak tanahnya Bagaimana pak?
Jawaban	Yang punya tanah sendiri yang mbayari
Pertanyaan	Sama siapa pak perjanjian bagi hasilnya?
Jawaban	Saudara saya bu Sunarsih
Pertanyaan	Sudah berapa lama pak?
Jawaban	Ada sekitar lima tahun
Pertanyaan	Sawah yang dikerjakan luasnya berapa pak?
Jawaban	0,3 ha
Pertanyaan	Bagi hasilnya setengah atau sepertiga pak?

Jawaban	50:50 sama kayak bu sunarsih
Pertanyaan	Bagaimana ketika membuat kesepakatan pak?
Jawaban	Ya langsung ngomong minta digarapin sawahnya nanti dibagi dua pupuknya ya bibitnya kalau musim kemaro ya airnya biayanya

WAWANCARA 5

Informant :5

Pekerjaan :Petani penggarap

Informant :2

Pekerjaan :Pemilik lahan

Pertanyaan	Bagi hasil di sini Bagaimana ?
Jawaban	Mertelu merempat, ya disini musiman kalau musim hujan sepertiga, kalau musim kemarau seperempat, biasanya begitu nek sekarang sepertiga,
Pertanyaan	Berarti ini termasuk potongan tadi baru dibagi 3?
Jawaban	Iya
Pertanyaan	Pembagian bersih setelah biaya biaya itu?
Jawaban	Iya he ē kecuali pupuk, ongkos tanem itukan semua penggarap, pembajak, pengolahan lahan itukan penggarap,
Pertanyaan	Apa saja biaya ketika tanam?
Jawaban	traktor Ya yang jelas itu nyangkul itu kalau tidak salah perhektarnya satu setengan 1 1/2 jt Tanamnya 1.800.000. cabutnya benihnya itu biasanya kalau satu hektar itu kalau tidak membutuhkan ada 6 sampai 8 orang itu perharinya 80.000 kalau disini. Biasanya gitu Itu pengeluarannya ongkos pembajakan ongkos bajake traktor 1.500.000 per hektar.
Pertanyaan	Bagaimana biaya untuk pencabutan rumputnya?
Jawaban	Iya tu tergantung rumputnya banyak enggakya itu kalau pembiayaan untuk pencabutan rumput itu perhektarnya bisa 3 jt itu
Pertanyaan	Ketika panen pemilik lahan ikut panen atau tidak?
Jawaban	Itu tergantung, si pemilik lahan biasanya kalau di sini pasrah kalau petani sini, pemilik lahan sini biasanya “yaudah terserah ...” gitu. Istilahnya pemilik lahanitu mau di bawa pulang berupa gabah atau uang itu terserah perjanjian mereka gitu
Pertanyaan	Biasanya yang banya apa pak gabah atau minta uang?

Jawaban	Kebanyakan disini itu yo minta uang Minta uang, paling yang dibawa pulang 3 karung 4 karung Buat makan
Pertanyaan	Ketika membuat perjanjian siapa yang mengajukan?
Jawaban	Ya kedua pihak (mau pak?) ya iya udah tau Umumnya disini kalau nggarap lahan orang ya segitu itu udah patokan lah jadi tidak buat peraturan sendiri ntar bagi hasil begini pembagiannya begini udah paham itu
Pertanyaan	Waktu buat perjanjian ada yang menyaksikan?
Jawaban	Tidak, kita saling percayalah gitu
Pertanyaan	Masyarakat disini kok mau melakukan bagi hasil alasannya pa nggeh?
Jawaban	Hasilnya banyak Istilahnya ya mau bagi hasil soalnya kita disini banyak yang belum punya sawah sendiri kebanyakan disini tidak punya sawah sendiri disini kan kebanyakan buruh tani. Lah buruh tani itu buruh tapi kan tidak punya lahan gitu beda sama petani kalau petani kan punya lahan nggarap sendiri itu petani kita kan buruh tani. Jadikan kita hanya buruh lahan ada yang menyiapkan menyediakan. Istilahnya kan saya punya lahan segini udah tua tidak bisa nggarap di serahkan gitu disini kan orang yang punya lahan dengan yang yang punya lahan kebanyakan yang anaggapunya lahan, adapun punya lahan paling sedikit-sedikit gitu. Disinikan kalau sekali punya banya
Pertanyaan	Berapa pak?
Jawaban	Yo sini kalau ada yang punya ya minimal 1 ha yang luas kalau yang dikit dikit yao buat makan aja cukup di garap sendiri
Pertanyaan	Berarti lahan milik pemilik asli ?
Jawaban	Ya pemilik asli semua
Pertanyaan	Untuk bibit pak siapa yang menyediakan?
Jawaban	Biasanya disini penggarap
Pertanyaan	Ada jangka waktunya tidak pak?
Jawaban	tidak ada, ya selama penggarap masih mau ya biasanya terus samapai bertahun tahun ya bisa. Itu sudah paham masyarakat sini jadi tidak ribet.
Pertanyaan	Penyebutan pembagian diawal perjanjian?
Jawaban	Udah udah paham kalau musim hini pembagian seperti ini udah tau jadi tidak ribet.
Pertanyaan	Untuk mengakhiri perjanjianannya Bagaimana pak?

Jawaban	Ya udah kalau gini istilahnya kita nggarap ya bilang ke pemilik udah tidak mampu ngarap silahkan bisa dibawa orang lain. Ya kita orang jawa biasanya bicara baik-baik saya sudah tidak mampu nggarap ya udah gitu. Intinya digantikan penggarap lain silahkan. Sini tidak ada perjanjian hitam di atas putih soalnya gitu lo kita hanya lisan jadi ketemu orang sama orang ditanya kamu mau nggarap langsung ngarap gitu aja nggaka ada hitam di atas putih.
Pertanyaan	Berarti tidak ada yang meminta hasil satu ton dll?
Jawaban	tidak ada tinggal hasil panen yang kita dapat itu berapa kalau minta hasil begitu kan sama kita nyewa itu
Pertanyaan	Adakah pemilik mensyaratkan buat sumurdll?
Jawaban	Tidak, tapi kalau sawahnya luas sehektar kalau mau buat sumur biasanya di konsultasikan sama pemilik lahan
Pertanyaan	Adakah berakhirnya perjanjian karena meninggal atau sakit ?
Jawaban	tidak ada tapi nek tidak mampu terus diterus ne aneknya bisa kalau orang tuanya sudah tidak mampu anaknya yang neruskan bisa tapi tidak perlu memberi tau pemilik lahan kan pemilik lahan sudah pasrah itu yang penting lahannya tetap digarap.
Pertanyaan	Bagi hasil ini menurut bapak membantu tidak pak ekonomi bpak?
Jawaban	Sedikit tidaknya ya membantu lah ya tapi sekarang kan orang tani itu biayanya banyak banget (tapi hasilnya merosot) kalau untuk penggarap itu ya hanya untuk mempeprpanjang makan kalau musim beginikan disini tidak ada pekerjaann kalau kita tidak sambu gitukan tidak ada kerjaan.
Pertanyaan	Dari hasil itu apa bisa dikeluarkan zakatnya pak?
Jawaban	lahannya dari sehektar itu bisa tapi kalau kurang dari segitu si penggarap agak membebabi soalnya bukan orang mampu pas pasaan kalau mampu yang tidak ngarap tapi diminta kalau hipa diminta sedikit kalau zakat diminta sedikit kalau punya sawah luas langsung kemasjid biasanya uang
Pertanyaan	kalau ada pelanggaran?

Jawaban	Nah itu perorangan kitakan sudah saing percaya kalau kita jual biasanya kan ada notanya tapi kalau ornag mau nekoneko ya silahkan saja itu tanggung jawab penggarap sendiri orang sini kan monggo kerso
Pertanyaan	Pembagian dengan rasio tersebut apa sudah adil pak?
Jawaban	Sudah menguntungkan dalam praktek kan kenyataan tidak ada komplek jadikan kalau musim kemarau seperempat karena ada opembengkjakan biaya air kan beli pemlim pun tidak komplek setidaknya bisa buat bayar pajak.
Pertanyaan	Kira kira pemilik lahan dan penggarapnya ada berapa orang ya pak?
Jawaban	Kalau biasanya 1 pemilik lahan 1 penggarap us
Pertanyaan	kalau jumlah seluruh pemilik dan penggarap di desa Sambirejo berapa ya pak?
Jawaban	Lumayan banyak us - + nya 20 an

WAWANCARA 6

Informant :6

Pekerjaan :Petani Pengarap

[10:31, 4/27/2019]

Pertanyaan	Waktu membuat kesepakatan apakah ada syarat syarat tertentu dari pemilik lahan atau dari bapak sendiri?
Jawaban	tidak ada...cuman lewat omongan langsung aja
Pertanyaan	Bapak bagi hasilnya 50:50 atau sepertiga pak?
Jawaban	Kalau musim penghujan orang jawa musim gendeng yang punya sawah sepertiganya dr hasil...Kalau musim kyak gini(musim walikan) yang punya sawah seper empatnya dr hasilnya...Kalau musim kemarau(musim gadhu)yang punya sawah seper limanya dr hasilnya
Pertanyaan	Jadi pembagiannya sesuai musim pak?
Pertanyaan	Sudah berapa tahun pak menggarap sawah?
Jawaban	Iya...sesui musim kalau penghujan kan cukup dr hujan airnya...kalu musim kyak gini separoh dr hujan trus hujanya dh mulai hbs jd harus jok sr sumur... Saya garap udah lama...sekitar 10 th
Pertanyaan	Pak biaya apa saja yg bapak keluarkan untuk mengelola sawah tersebut?
Pertanyaan	Apakah pemilik lahan ikut memberikan modal selain tanah?
Jawaban	Banyaaak...mulai dr awal traktor..tanam..matun suket... trus nyemprot tandur...semua biaya saya...yang punya sawah hasil bersihnya..

Pertanyaan	Walaupun musim kemarau biaya semua bapak yang tanggung?
Jawaban	ya
Pertanyaan	Pak ketika membuat kesepakatan apakah ada paksaan? Atau ada syarat yg memberatkan bapak?
Jawaban	Tidak ada...mau sama mau... Tidak ada...kan saya juga butuh garapan..ada garapan ya mau
Pertanyaan	Apakah ada batasan tahun untuk pelaksanaan perjanjian bagi hasil?
Jawaban	kalau mau mengakhiri perjanjian nya Bagaimana pak? Batasanya tidak ada...cuman suatu saat yang punya sawah ingin mengarap sendiri ya di kasih yang punya..
[11:42, 5/4/2019]	
Pertanyaan	Pak kalau pembagian sepertiga berarti pemilik tanah dapat 1/3 dan Penggarap 2/3 apa benar seperti ini?Kalau pembagian seperempat pemilik 1/4 dan penggarap 3/4? Seperlima pemilik 1/5, penggarap 4/5 apa benar seperti ini pak?
Jawaban	Y betul
Pertanyaan	Pak untuk semua bentuk pembagian keuntungan (1/3,1/4,1/5) apakah biaya untuk potong dan transportasi pemilik ikut menanggung bersama?
Jawaban	ya

