

THE LAND TENURE SYSTEM OF MALAY PADI FARMERS

—A Case Study of Kampong Sungei Bujor in the State of Kedah—

KENZŌ HORII

INTRODUCTION

THE WRITER DID research on four *kampongs* (“villages”) during a three-year stay in Malaysia, from May 1966 to March 1969. The present paper is based on that part of the study relating to the first rice-farming *kampong* surveyed, Kampong Sungei Bujor, and focuses on the system of land tenure.

The research was carried out in two stages, referred to as preliminary and main research: the former being done during two separate weeks, one in October and one in December 1966, and the latter during a month and a half period from April 25 to June 15, 1967. The preliminary research consisted of selecting a *kampong* suitable for survey, obtaining a basic knowledge of it, and collecting general information pertaining to the rice-producing area of the state of Kedah where the *kampong* is located. For the main research, I made an effort to enter the living environment of Malay peasants by staying with the *ketua kampong* (“village headman”) who treated me as a member of his family.

During my first twenty days in the *kampong*, a Malay student from the University of Malaya was of invaluable assistance to me as an interpreter, and in developing techniques for interviewing peasants. Unfortunately, my remaining time in the *kampong* proved to be difficult, as my still inadequate language ability was further burdened by unfamiliarity with the Kedah dialect. The research was done mainly by interviewing; no formal questionnaires were used. In an atmosphere of language difficulties, compounded by the problems of adjusting to *kampong* life, the warm cooperative attitude of the people of the *kampong*, especially that of the *penghulu* (“ward headman”) and the *ketua kampong*, proved to be of immense help. This detailed study would not have been possible without their kind help and I wish to express my gratitude to them.

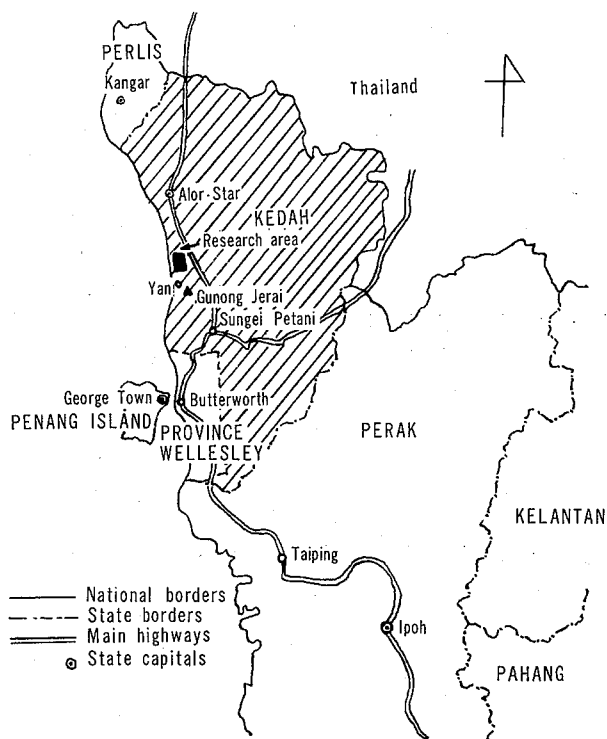
I. GENERAL DESCRIPTION OF THE KAMPONG

A. *Location and Administration of the Kampong*

Malaysia's largest and most productive rice region is an area of approximately 250,000 acres, spreading from the northwestern part of the state of Kedah to middle southern state of Perlis. It is literally Malaysia's granary. The capital of the state

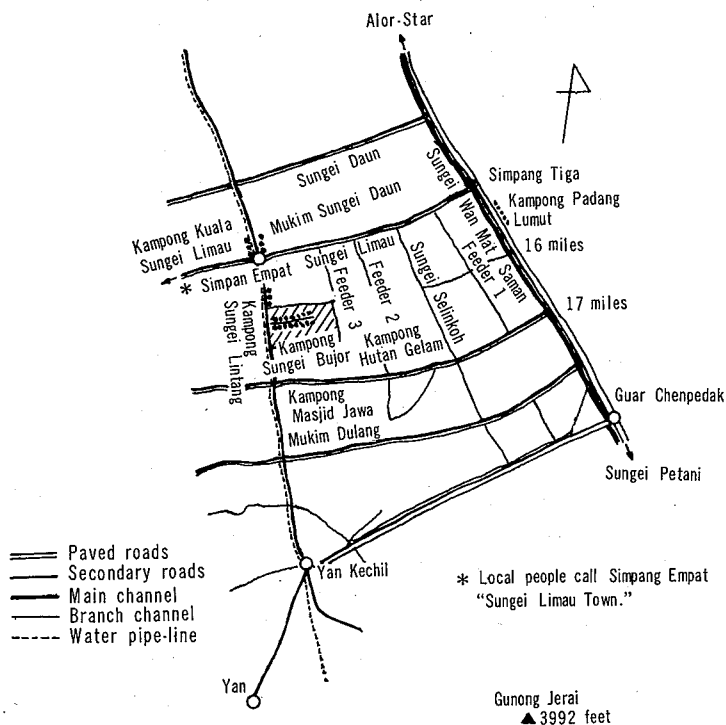
of Kedah, Alor Star, is located approximately in the middle of this large granary. Gunung Jerai, or Kedah Peak, Kedah's renowned mountain, rises in the southernmost tip; the small quiet town of Yan lies at the foot of this mountain. Sungei Bujur, the *kampong* which is the subject of this study, is located about twenty miles south of Alor Star along the state road and about eight miles north of Yan. In brief, Sungei Bujur is a *kampong* in the southern part of the region, and is typical one-crop rice producing *kampong* (see Figure 1). The administrative description of

Fig. 1. Research Area, Location of Kampong Sungei Bujur



the *kampong's* location is that it is in the State of Kedah, District of Yan, Mukim Sungei Daun, Kampong Sungei Bujur. In Malaysia, a *kampong* is not an administrative unit. Rather, the minimum administrative unit in rural society is a *mukim* ("ward") which is made up of several *kampongs* (see Figure 2). Therefore, even though there is a Ketua Kampong in Kampong Sungei Bujur, the position is not an official administrative post. It is a kind of honorary post, providing a liaison between the *penghulu* and the people of the *kampong*, for which the holder receives a small allowance from the state government. A *penghulu*, on the other hand, is the top *mukim* official. The *penghulu* of Mukim Sungei Daun lives in Sungei Limau which is in the central part of the *mukim* and one mile away from the Kampong Sungei Bujur. *Mukim* administrative work is transacted at his home, which serves

Fig. 2. Map of Kampong Sungei Bujur and Vicinity



as his residence and administrative office.¹ Although the work of the *penghulu* is quite demanding, he does not have any clerical assistance. All the administrative work coming under the jurisdiction of the *mukim* is the responsibility of the *penghulu*. However, a *penghulu* is authorized to select two *panglimas* ("vice *mukim* headmen") from the *mukim*.² The *panglimas* are in an intermediate position between the *penghulu* and the *ketua kampong*. They assist the *penghulu* in his administrative work in more than just a clerical capacity.

Sungei Limau, where the *penghulu* lives, is an area of considerable commercial significance to the peasants of the *kampong*. As it is only one mile from Sungei Limau, it is possible to walk back and forth, although the peasants tend to go by bicycle. There are nearly a hundred stores (large and small) in Sungei Limau, most of them owned by immigrant Chinese merchants. According to the information of the local Chinese merchants, their community is mainly from Fukien, followed by Kwangtung, Tiechiu, and Hakka in that order. The stores owned by these Chinese merchants tend to be crude, old two-storied wooden buildings, with ten or more attached like tenement houses. The neighboring agricultural region, however, seems

¹ In such states as Perak, Selangor, and Kelantan where the present investigation was done, the home of the *penghulu* and his office were separated.
² The *penghulu* of Sungei Daun appointed only one *panglima*. The *penghulu*, *panglima*, and *ketua kampong* in this Sungei Daun were, moreover, all related by marriage.

to provide them with a brisk business. A few stores are owned by Malays. There is one barbershop owned by an Indian, but, like every agricultural region of Malaysia, it is the Chinese merchants who dominate the commercial activities of Sungei Limau. Also, as will be discussed later, some of the Chinese merchants own ricefields in the *mukim* which they rent out to Malay peasants. Sungei Limau also contains such public institutions as a police station, a postal agency (*wakil pos*), a Malay-stream elementary school, a Chinese-stream elementary school, an Islamic religious school and mosque (*masjid*), and an assembly hall for the villagers (*balai raya*), and is thus, for the peasants, not just a commercial center but a cultural and social one as well.

B. *History of the Kampong*

According to a *kampong* elder, Sungei Bujur was established in 1909. There is no evidence to corroborate this story, but by synthesizing the stories of several other elders, it may be surmised that the basic structure of the *kampong* had been generally completed by around 1909. For example, when the head of family No. 11 (each household was assigned a number corresponding to the order in which it was interviewed; these are used throughout the paper) mentioned that when he moved from the Kampong Bukit Ayer, located at the foot of Gunung Jerai, to the present *kampong* in 1914, there were very few peasants in Sungei Bujur. When he came, he bought a piece of uncultivated land at a rate of eighty M dollars per *relong* (one M dollar \approx ¥118; one *relong* \approx 0.29 hectares) and cultivated the land with his wife. This land was bought from Tungku Jiwa who was said to be the aunt of the sultan of Kedah. All the lands surrounding the *kampong* were either swamp land or wooded area covered with mangroves which grow in flat wet soil, and were said to belong by and large to the above-mentioned Tungku Jiwa. Another elderly farmer had come to this *kampong* in 1922 from Jitra, which is twelve miles north of Alor Star. He also bought 11.75 *relongs* from Tungku Jiwa and developed the land for rice cultivation. The price paid was 160 M dollars per ten *relongs*. There were also two others who bought land directly from Tungku Jiwa. Historically then, it seems that the uncultivated land in the vicinity of the village originally belonged to Tungku Jiwa, a member of the sultan's family, and as suggested by the stories cited above, it is likely that she started to sell this land around 1915.

C. *Population and Family Data*

Table I gives basic family and population statistics for Kampong Sungei Bujur. Households number fifty-six, which is the result of calculating a unit as a blood-related group operating under the same household economy. This is not to be taken as the total number of houses present in the *kampong*, which is sixty. The four extra dwellings contain dependents such as an elderly couple or an individual who can no longer work and is without income.

There is another piece of information necessary for understanding Table I. The nuclear family is the basic unit of the *kampong* community; there are comparatively few instances of extended families. It would appear that the peasants do their best

TABLE I
KAMPONG POPULATION AND FAMILY STATISTICS

Members per Household	Households	Sex		Total
		Male	Female	
2	3	4	2	6
3	6	10	8	18
4	15	30	30	60
5	7	20	15	35
6	6	18	18	36
7	6	24	18	42
8	4	15	17	32
9	6	26	28	54
10	3	19	11	30
Total	56	166	147	313

to keep the nuclear family as the basic unit of their everyday life. For example, although it varies with the situation, by and large when a spouse gets to be old and dies, the survivor, whenever possible, will not go and live with his or her married children, but will remain alone in the same house. In some cases, a widow or widower may look after unmarried sons, daughters, or grandchildren, living together with them. As long as they can still work, they will try to earn their own living. Only when old age prevents them from working will they be taken care of by the young generation. Even then, they will try not to live with the young couple, but rather, will try to find their own place, even a simple hut, where they can have their own life. Thus in many a case, although it appears that a person is maintaining an independent household, they are in fact elder persons totally supported by their married sons or daughters.

I was not able to obtain the same type of statistical data for Sungei Bujor for the period before my own research period in 1967. However the *penghulu* did provide me with some data on the *mukim* and the *kampung* for 1957, which appear in Table II. In comparing Tables I and II on the *kampung* level, a noteworthy fact is that in 1957, when the population of the *kampung* was 257, or 56 less than the 313 total existing at the time of my research in 1967, the number of households was 8 more than in 1967, i.e., 64. The average number of members per household was 4 in 1957 as against 5.6 in 1967. The reason for this change is unclear. It may be that the 1957 calculation of households may have used different criteria,

TABLE II
MUKIM AND KAMPONG POPULATION ACCORDING
TO 1957 POPULATION CENSUS

Name of <i>Mukim</i> or <i>Kampung</i>	Population				Number of Households
	Malay	(%)	Chinese	(%)	
Mukim Sungei Daun	7,369	74.4	2,541	25.6	—
Kariah Masjid Sungei Limau	1,847	84.8	332	15.2	—
Kampung Sungei Bujor	257	100	0	0	64

e.g., simply counting the number of houses, and neglecting to consider the factor of identical sources of income. Alternately, it may be that the young nuclear family of ten years ago had already expanded by the time the present research was carried out, resulting in an increase in the number of members per household. In any case, as further evidence is unavailable, it would be difficult and risky to speculate further.

Another aspect of Table II to be noted are the *mukim* population figures for the Chinese. There are no Chinese living in Kampong Sungei Bujor, although they do constitute a significant portion, 25.6 per cent and 15.2 per cent, of the population of Mukim Sungei Daun and Kariah Masjid Sungei Limau respectively.³ The *penghulu* explained that most of the Chinese living in the Kariah Masjid Sungei Limau are merchants and that comparatively few of them are engaged in agriculture, although approximately 30 per cent of the land in this same *kariah masjid* is leased by Chinese. Furthermore, the *mukim* seen as a whole reveals that the percentage of Chinese engaged in rice production is a lot higher than that of those engaged in commerce. The mere mention of Chinese in an agricultural area immediately tends to imply that they are engaged in commerce and make us think of them purely in terms of the influence of their commercial activities on Malay farmers. In fact, however, there are quite a number of Chinese engaged in rice production side by side with native Malays. It should not be forgotten that the rice farming peasantry of this area is composed of both of these races.

D. *Farm Households and Pattern of Occupations*

Forty-four out of fifty-six total households or 80 per cent are engaged exclusively in rice production (Table III). There are also eight part-time farming households and four agricultural labor households. Although this is not an especially unusual occupational pattern for a rice-farming *kampong* centrally located in the Kedah State rice-producing region, it is worth pointing out some of its characteristic features.

The first fact worthy of note is the presence of so many one-crop rice farmers. The main reasons for this would appear to be the generally poor drainage of the plain during the rainy season owing to the lack of topographical relief, and the fact that, in the dry season, the highly viscous soil hardens, giving rise to cracks and to a soil condition unsuitable for the growth of other products such as rubber trees, coconut and oil palms, and vegetables. Within the same rice-growing region, in

³ *Kariah masjid* ("religious ward") is a term applied to several *kampong* areas centered around mosques (*masjid*). For example, this Kariah Masjid Sungei Limau is built around a mosque in Sungei Limau, and is composed of nine *kampongs* including Kampong Sungei Bujor. In Mukim Sungei Daun there are seven such *kariah masjid*. Moslems living in a *kariah masjid* (almost all of them are Malays) are called "children of the *kariah masjid* (*anak kariah*)," and are under the religious obligation (*fardhu*) to assemble for worship at the mosque they belong to at noon on Friday, the most important day for Muslims. The *kariah masjid* is, however, not an administrative subdivision, although it is true that it is used as a unit of area research and functions administratively for the purpose of population statistics or when a *kampong* development committee (Jawatan Kema-juan Kampong) is established.

TABLE III
HEAD OF HOUSEHOLDS CLASSIFIED BY OCCUPATION

Occupation	Number of Households
Full-time farmers	44
Part-time farmers	8
Occupations	
Rice cultivation+rubber cultivation	1
Rice cultivation+working at rice milling ^a	1
Rice cultivation+working at rice milling+managing grocery store	1
Rice cultivation+fishery	2
Rice cultivation+carpentry	1
Rice cultivation+working away from home ^b	1
Rice cultivation+weaving <i>attap</i> ^c	1
Farm laborers	4
Total	56

^a Rice milling operated by cooperative society established in 1953. Two shares were owned by the village head and three shares were by the grocery store owner. No. 51, who left the union in 1962, owned twenty shares (200 M dollars).

^b Only cases, in which the outside work period exceeded one month were included.

^c A side job consisting of weaving thatch roof from nipah palms. Yields eight cents per mat.

other states, it is not unusual for villages to have land where they can grow cash crops, allowing them to grow rice and commercial farm products at the same time. However, in the area of Kampong Sungei Bujor, this phenomenon is practically nonexistent, making it a typical example of an exclusively rice-producing area. As Table III indicates, there is only one farmer engaged in rubber cultivation as a side job, and he does his planting in the neighboring state of Perlis and not in the state of Kedah.

A second characteristic is the fact that there are only eight farmers engaged in supplementary occupations. This is not because the farmers of the village have such a high standard of income that they do not need side jobs. In spite of their very low income and their desire to have side jobs, there are few opportunities for them. The existing ones are quite unstable, varying considerably in content and range, and tend not to be long term. There are very few occupations which may be typed as side jobs. For instance, of the part-time farmers listed in Table III, there are only three examples of persons continuing to engage in the same job for more than three consecutive years. One is a rice farmer who owns a grocery store, and has been working for more than ten years at a rice-mill operating on a cooperative basis, and the other two are engaged in fishing and carpentry respectively. The rest have either started their side jobs recently, or the jobs are temporary and do not provide a steady source of income.

There are also instances of farmers competing with each other over side jobs designed to provide this steady source of income. For example, there was an often heard rumor that two influential members of the *kampong* had monopolized positions at the farmer's rice milling society set up in 1953. One farmer who owned

twenty shares (200 M dollars) in the rice milling society, this share being ten times more than the number held by one of these influential people had expected his son to get a position at the rice milling society. In 1962, when the position was taken instead by this influential person, the farmer withdrew from the society. Naturally, the 90 M dollar monthly job at the rice milling society was a tremendous income source for peasants in Kampong Sungei Bujor, where 50 M dollars per month are usually enough to get along on. It is not difficult to imagine the effect such a lucrative work opportunity had on these peasant farmers individually, as well as the friction it produced in their personal relations.

A third characteristic is the fact that, except for the householder himself there was no evidence of any other members of the household working any other occupation besides agriculture or outside of the village. Considering that even householder labor power cannot be sufficiently absorbed by rice production in the village and surrounding area, and also the lack of side job opportunities, it is only to be expected that younger workers, left without means of employment, should remain and accumulate within the family as wasted labor power. They remain constantly unemployed in the village except when they help with rice planting and harvesting, or do odd jobs to earn a bit of money. The problem of unemployment among young workers has already become a serious social problem throughout Malaysia. Kampong Sungei Bujor is no exception to this general rule. The pastoral scene of unmarried men in the prime of life playing soccer on the hard cracked padi field in the dry season, or passing their time chatting in scattered groups is adequate to give some idea of the general unemployment situation prevailing in this region. In Kampong Sungei Bujor, these young unemployed workers (except for those who are lucky) are left with no alternative but to join the ranks of the *kampong's* four existing farm laborers, or to become a part of the "reciprocal" kinship land tenure system which will be discussed later on.

II. LAND OWNERSHIP AND OPERATION

As we have seen in Section I, rice farming is the main peasant occupation in Kampong Sungei Bujor. The total area of padi cultivated by the farmers is 358.75 relongs, of which 64.3 per cent or 230.50 relongs is cultivated by tenants. Seventy per cent or thirty-seven households are tenant farmers (Table IV). In order to more clearly identify what tenant lands and tenants are, let us analyze the situation from two aspects: whether the lands are being rented from landowners in or outside the *kampong*; and whether or not the landowners and tenants are related by kinship. Table V demonstrates that in thirty-nine out of fifty tenancy cases, or in the case of 144.75 out of 230.50 relongs of total tenant farm land, renting is from relatives of the tenants. Combining the factor of whether the landowner is in or outside the *kampong*, we find that there are more farmers borrowing land from landowners related by kinship outside the *kampong* than in the *kampong*. As against fourteen landlords from the *kampong*, there are thirty-six outside the *kampong*. In terms of average, 186.25 relongs out of a total 230.50 relongs of tenant farm acreage are

TABLE IV
FARMERS' RICE CULTIVATING ACREAGE AND HOLDINGS

Form of Rice Field Holdings	Number of Households	Area (Relong)	Area per Household (Relong)
Land managed			
Owner-farmer land	27	128.25	4.7
Tenant land	37	230.50	6.2
Total	52 ^a	358.75	6.9
Land held			
Owner-farmer land	27	128.25	4.7
Rented land	13	83.00	6.4
Total	29 ^b	211.25	7.3

^a As some farmers who have their own land also cultivate tenant land, the fifty-two households were calculated avoiding double calculation.

^b The same as ^a.

TABLE V
TENANCY CLASSIFIED BY KINSHIP AND RESIDENCE OF LANDOWNER

	Kinship	Non-kinship	Total
Number of tenancy cases			
Owners from outside of the <i>kampong</i> ^a	26	10	36
Owners from the <i>kampong</i> ^b	13	1	14
Total	39	11	50
Acreage (relong)			
Owners from outside of the <i>kampong</i>	102.50	80.75	186.25
Owners from the <i>kampong</i>	42.25	2.00	44.25
Total	144.75	85.75	230.50

^a Owners from outside of the *kampong* here refer to owners who live outside of Kampong Sungei Bujur, regardless of whether or not their rice field holdings are located in Kampong Sungei Bujur or not.

^b Owners from the *kampong* here mean owner who live in Kampong Sungei Bujur, regardless of whether or not their rice field holdings are located in Kampong Sungei Bujur or not.

leased by outside landowners as against only 44.25 relongs by *kampong* landowners.

On the basis of the above, the forms of ownership of rice fields in the *kampong* are basically characterized by the following:

(1) In Kampong Sungei Bujur, the land owned by *kampong* farmers is not enough to ensure an adequate scale of operations and so one-third of the land they operate is rented from landowners from outside of the *kampong*.

(2) The consequent land tenure system is established basically through kinship.

(3) Research confirmed that kinship had priority, and that farmers would first get land from relatives in the *kampong* if possible. When that was not possible, they would go to relatives in other *kampongs* to find land. At this point, a tenant-landlord relationship would be formed with kinship serving as the axis.

(4) The tenant land owned by the *kampong* landowners was small compared

to that held by landowners outside the *kampong*, regardless of kinship.

Secondly, I should like to analyze the land tenure system in terms of the forms of ownership of individual farmers and their class nature. The major characteristics as taken from Table VI are as follows.

First of all, there is no such thing as a pure landowner in this *kampong* who has rented out all his land. Farmers of the *kampong* are trying hard at most to be landowner/owner-farmers. There are some landowners who own less than ten relongs and have rented out some of their land. Therefore, it is quite obvious that the acreage of land holding and cultivating by landowners is very small in the *kampong*. In this respect, these landowners could potentially be owner-farmers, or in some cases they could only be able for the first time to have a steady livelihood when they rent land from someone else. However, owing to the lack of family labor force and relations with other relatives, they do no more than function as "landowners." One must take into account the fact that fairly complicated economic relations operate within each farmer's household, and that we cannot adequately deal with the substance of a household only with such categories as landowners, tenants, and owner-farmers.

A second important fact is that the number of pure tenants is overwhelming (twenty-three out of fifty-two) and that nineteen out of the twenty-three tenants operate land on the very small scale of less than seven relongs. Tenants with less than seven relongs find themselves in a difficult economic situation, even though the rent they pay is not excessively high. These tenants who have to be dependent on the landowner constitute 40 per cent of the total. In other words, pure tenants constitute a main group among the small-scale farmers in Kampong Sungei Bujor.

A third characteristic is that the number of owner-farmers is small in this *kampong*—only seven households or a little over 13 per cent of the total number of farm households. Moreover, these owner-farmers are very small-scale farmers, six out of seven of them having less than seven relongs of land. Three of them actually cultivate only one to three relongs of land. It is natural that farmers with so small a patch of land should try to enlarge the acreage of their operations, but the difficulty of finding additional land for their farming operations explains the smallness of scale of owner-farmers here. Actually, when we look at these categories of owner-farmer/tenant and tenant/owner-farmer who are lucky enough to find additional tenant land, their cultivating acreage is in fact larger than that of mere owner-farmers, although the number of farmers in this category is not so large. Expansion of the scale of operation is restrained because there is a limitation on the absolute acreage of rice fields, and this prevents small-scale owner-farmers from becoming larger ones. In any case, small-scale farmers are without question dominant in the *kampong*. It should be noted that small-scale farmers are concentrated in the categories of owner-farmers and tenants. Out of twenty-nine farmers with less than seven relongs, a total of twenty-five households (six owner-farmers and nineteen tenants) are from these categories. Table VI shows that small-scale tenant farming is very dominant among the rice farmers of this village.

TABLE VI
 NUMBER OF FARMERS' HOUSEHOLDS, ACREAGE OF LAND
 MANAGED AND RENTED OF RICE FARMERS CLASSIFIED
 IN TERMS OF ACREAGE HELD

Acreage Held (Relongs)	L/O	O/L	T/L	O/T/L	O	O/T	T/O	T	Total
1-3									
Number of households	—	—	—	—	3	—	—	9	12
Managing acreage	—	—	—	—	5.25	—	—	21.5	26.75
-7									
Number of households	1	—	1	—	3	1	1	10	17
Managing acreage	2	—	5	—	11.75	7	7	46.5	79.25
Rented acreage	3	—	2	—	—	—	—	—	5
-10									
Number of households	1	1	—	—	1	1	1	1	6
Managing acreage	4	5	—	—	8	8	9.25	10	44.25
Rented acreage	5.5	3	—	—	—	—	—	—	8.5
-20									
Number of households	2	2	1	3	—	1	2	2	13
Managing acreage	8	16	8	28.5	—	11	26	25.5	123.00
Rented acreage	23	6.5	5	14.5	—	—	—	—	49.00
-40									
Number of households	1	—	—	—	—	1	1	1	4
Managing acreage	1	—	—	—	—	23	21.5	38	83.5
Rented acreage	20.5	—	—	—	—	—	—	—	20.5
Total									
Number of households	5	3	2	3	7	4	5	23	52
Managing acreage	15	21	13	28.5	25	49	63.75	142.5	357.75
Rented acreage	52	9.5	7	14.5	—	—	—	—	83.00
Average									
Managing acreage	3	17	6.5	9.5	3.6	12.3	8.8	6.2	6.9
Rented acreage	1.04	3.2	3.5	4.8	—	—	—	—	3.6

Notes: 1. L, O, and T are abbreviations for landowner, owner-farmer, and tenant, respectively.

2. Each farmer's rice field holding acreage was determined solely by interviewing individual farmers. It is impossible to calculate the acreage owned by each family, since in Malaysia land ownership is registered according to lots and not by an individual's total ownership. Furthermore, even the *penghulu* and *ketua kampong* have no information on the owned acreage or the managing acreage of each household. I am nonetheless convinced that the accuracy of the figures obtained from interviews is rather high. One piece of supporting evidence is a survey carried out on the rice farmers of this *kampong* by the *zakat* tax collector (*amil*). The *amil* does an annual survey on the managing acreage and estimated crop of rice farmers of a given acreage for the *pejabat agama*, while a part of the data is sent to the *pejabat*, the rest remains in his possession. A comparison of these figures with those obtained by this writer shows that the latter are twice those of the *amil's* for each acreage managed by a farming household. This may be taken as an indication of the high accuracy of the data collected by the writer, since it may be concluded that the farmers reported only one half of their actual managing acreage when it came to paying the *zakat*.

III. THE LAND TENURE SYSTEM

A. *General Forms of Tenancy*

As we have seen in Section II, the outstanding feature of the systems of land ownership and operation in Sungei Bujur is smallness of scale, which is the factor forcing farm households to supplement these holdings through tenancy relationships based on kinship. What, then, is the concrete form and the nature of this kinship landlord-tenant relationship?

In Table VII, the land tenure system is classified in terms of kinship or non-kinship, as well as ways of paying rent, and levels of rent. Tenants try to the extent possible to rent land from relatives and landowners trying to lease their land to their relatives. There is also a strong tendency for tenants to rent from the closest relatives possible. This can be seen in the table. Tenants rent mostly from their wives' fathers, then from uncles, followed by brothers-in-law and fathers. The tendency is to "rent from relatives however distant they may be rather than from outsiders," even when the relationship is so distant as to be almost meaningless. In answer to the writer's question of why this was so, the landowners answered, "we can trust our relatives, they don't cheat over farm rent." The tenant gave a similar answer: "We can't rent land from outsiders, and in any case, when we are in difficulty, we don't have to pay the rent." In the rice-planting *kampongs* of the Malay Peninsula, the land tenure system based on kinship tends to be more dominant than a tenure system growing out of direct community relations. Tenancy contracts are all made verbally (*janji mulut*). The writer could not find a single instance of a written contract.⁴ The term of a contract is usually a year, although often it is not indicated specifically. Sometimes, the term is extended automatically after the harvest, without any discussions taking place between landowners and tenants. This, I suspect, is due to the kinship nature of the land tenure system, which in many cases makes it unnecessary to specifically discuss terms of renewal and tenancy. The tacit understanding already established between the two parties is sufficient in many cases. When there is to be cancellation of a contract, however, it seems that the other party is generally notified beforehand—at the latest, after the harvest. When landowners and tenants make a contract verbally, the year of cancellation is sometimes set for a few years later. For example, a landowner may specify the term of tenancy by saying, "I want you to return my land when my son or daughter gets married," or "I want you to return my land when my son grows to be a man who can cultivate the rice field himself." Such announcements are made by landowners to tenant farmers not only at the time they make the contract, but even after several years of tenancy, in which case, it is the first time both parties are limiting the term of tenancy. In the case of kinship, the renewal and

⁴ According to Sections 4 and 5 of the Padi Cultivators (Control of Rent and Security of Tenure) Ordinance of 1955, it is required that tenancy contracts should be in writing and registered.

TABLE VII
RENT LEVELS CLASSIFIED ACCORDING TO KINSHIP

Status of Landowner	Rent in Kind (Naleh)										Sub-total	Not clear	Not decided	Sub-total	Total			
	50	60	70	80	90	100	5	6	7	8						9	10	
Kindship																		
Father			1	1	1								3	1		1	4	
Mother		1							1				1			1	2	
Wife's father (father-in-law)		1			1				1				2	3	1	1	8	
Uncle	1			1		2						1	4	1		2	6	
Aunt		1											1	1		1	2	
Cousin	1	1					2						4	1		1	5	
Wife's elder brother								1					1	1		1	2	
Grandfather												1	0	1		2	2	
Cross cousin		1											1			0	1	
Grandfather's brother				1									1			0	1	
Sister													0			3	3	
Wife's uncle's cousin												1	0			1	1	
Not identified		1											1	1	1	1	2	
Subtotal	2	6	1	5	3	2	2	19	6	4	3	1	0	2	3	1	20	39
Non-kinship																		
Royal family													0	1			1	1
Rubber plantation owner				1									1				1	2
Chinese merchant			1	2	1								0		3		3	3
Friend or acquaintance			1	2	1								4			0	4	4
Not identified													0			1	1	1
Subtotal	0	0	1	3	1	0	5	0	2	0	0	3	1	0	6	0	6	11
Total	2	6	2	8	4	2	24	6	6	3	1	0	5	4	1	26	50	

cancellation of tenancy contracts as well as the terms are not clearly stated, and "reciprocal" characteristics appear depending on the situation.

Non-kinship tenancy contracts, on the other hand, do have the nature of a contract to some extent, even though they are verbal. Nonetheless, the tenancy term is not usually specifically stated. When there is trust between non-blood-related parties, the tenants may enjoy a degree of stability. When this is not the case, however, the tenant's situation suffers extreme instability. His cultivation rights become subject to the arbitrariness of the landowner. If a relationship of trust is not established, a stable landowner-tenant relationship cannot be kept, regardless of whether kinship applies or not. Even a father or grandfather in a position sufficiently viable economically to allow him to be a landowner would not want to rent land to son or grandson without a relationship of trust. That is to say, when the land tenure relation is based on kinship, this relationship of trust between landowners and tenants is made stronger with the kinship factor. Once the trust is broken, however, the kinship factor also loses its force, and the reciprocal economic relationship between them is either broken or does not develop.

There are two ways of paying rent: fixed rent in cash and fixed rent in kind. Both are used to an almost equal extent, according to Table VII. However, according to a paper by T. B. Wilson, rent in cash was only 3 per cent of total payment between 1949 and 1950, and by 1955 to 1956, it had gone up to 16 per cent [5, p. 36, Table 9]. In other words, rent in kind predominated to the extent of 71 per cent (1955-56). Farmers also noted the marked shift from rent payments in kind to rent in cash over these years. Agricultural officers confirmed that this tendency is apparent throughout Kedah. Although it is not possible to generalize about the Kedah rice region on the basis of the cases researched in Kampong Sungei Bujor, the statements of these farmers and officers leave little doubt that rent payments in cash throughout the Kedah rice region were increasing from 1949 through 1955-56.

In connection with fixed rent in kind, it is important to note that the actual payment is made in cash—the cash received from the sale of the stated amount of padi. Tenants will sell the amount of padi determined in the agreement to merchants right after the harvest and use the money thus obtained to pay the landowner. They do not take rice to the landowner for the rent. Although percentage data of this cash payment for rent in kind was unavailable, it became clear as the study progressed that almost all such payment was in the form of money. The main reasons for this were: (1) Most landowners are small scale, and have little rice surplus. They therefore have no rice storehouses (*jelapang*) to store rent in kind. (2) Since the transport of such rice as payment in kind would constitute a great burden to both landowners and tenants, the tendency is to sell the produce to Chinese merchants on the spot right after the harvest.

Next, let us take a look at the levels of rent. In the case of rent in kind, the most common rate would be five nalehs (padi) per relong, followed by six and seven nalehs (one naleh = sixteen gantangs, one gantangs = one gallon = four and a half liters). There are also two cases of ten nalehs and one case of eight

nalehs. Comparing this data with Wilson's, we can see that levels of rent in kind have gone up. According to Wilson [5, p. 44, Table 8], the average rent in kind per relong in Kedah is 90 gantangs, while it was approximately 105 gantangs in Kampong Sungei Bujor. The statistics for crop volume per unit acreage in Kedah reveal a marked rising tendency occurring between the time of Wilson's research (1955-56) and that of the present writer's (1967). Consequently, this factor must be taken into account in considering rent in kind.⁵ This rising tendency is even more notable in cash rents. According to Wilson's research, the average rent in cash per relong is 51 M dollars [5, p. 53, Table 38]. In Kampong Sungei Bujor, on the other hand, 50 M dollars per relong was the lowest rent, and there were only two cases of this. The average was 79 M dollars. The highest rents, in the 80-89 M dollar category were only 5 per cent of all cases surveyed in Wilson's time. In this *kampong*, two out of nineteen cases were in the 100 M dollar category. Accordingly, it is clear that levels of rent in cash have gone up quite a bit compared to ten years ago, much the same as rent in kind.

Since the Padi Cultivators (Control of Rent and Security of Tenure) Ordinance was enacted in Malaysia in 1955, the highest legal rent allowed must not exceed one-third of the harvest per acre. Furthermore, all rice lands are classified into three classes, depending on soil quality and condition. The government also regulates standard crop amounts per acre for each class. The highest legal rent must not exceed one-third of the standard crop per acre. In this tenure law, the highest legal rent is regulated for each class. For class I it is set at 140 gantangs per acre equivalent to six nalehs per relong, for class II 115 gantangs, and for class III 70 gantangs. The rice fields surrounding Kampong Sungei Bujor and its vicinity are classified as class I.

Judging from the highest legal rents, out of twenty-six cases of rent in kind in Kampong Sungei Bujor, there are only twelve contracted to pay rents under six nalehs, which is not incompatible with the above highest legally established rents. There are fourteen cases where people are being made to pay illegally high rents. However, the actual figures for the average harvest per acre showed a level of 523 gangtangs in 1966-67 (see f. 5), making the rate of average rent in kind in the kampong 105/523, or less than one-fourth.

Comparing levels of rent on a kinship and non-kinship basis, they tend to be higher in the latter case, as might have been expected. For example, in the case of cash rent in a non-kinship situation there is not a single case of payment of 50 to 60 M dollars per relong. In the case of rent in kind, with one exception of six

⁵ Annual capacity of padi production per acre in the state of Kedah is as follows:

Year	Gantangs	Year	Gantangs	Year	Gantangs	Year	Gantangs
1955/56	379	1958/59	349	1961/62	443	1964/65	521
1956/57	406	1959/60	450	1962/63	471	1965/66	527
1957/58	397	1960/61	505	1963/64	367	1966/67	523

Figures for 1955/56 to 1961/62 are taken from Table 5 in [3].

Figures for 1962/63 to 1966/67 are taken from Table 13 in [2].

nalehs, all pay ten nalehs, the highest level among cases surveyed. Of course, cases of rent amounting to 100 M dollars or ten nalehs are not unknown in kinship cases either, although in such cases, it is the mutual aid relationship among relatives which brings landowners their high rents, and, unlike the case with non-blood-related landlords, rents are not decided on a purely economic interest basis. In other words, in the kinship situation, rent level and the terms of payment are decided on the basis of the mutual economic and labor conditions of both landowners and tenants. The terms of land tenure cannot necessarily be said to be fixed advantageously to the tenants just because they have blood ties to the landowners. For example, when a landowner becomes too old for farm work, he may ask his son or others to pay the rent in advance or pay a higher rent than usual. Conversely, when a landowner rents a surplus plot to his newly married daughter or son and spouse, he may ask for a low rent or even no rent at all. In other words, the rent level is not constant. Rather, mutual aid on a kinship basis through exchanges of landholding and labor force for cultivation becomes more influential in their relations, and the rent may change in accordance with their mutual living condition. A land tenure system in the usual sense of the word is really not to be found. When the harvest is poor, or when there is an unexpected expenditure for childbirth, sickness, etc., these may be taken into account in deciding the rent level. In the case of a wealthy landowner, a child of the landowner who is also a tenant may only pay rent in accordance with his ability. Cases of only two or three nalehs per relong were found in this study.

On the other hand, contract terms of land tenure exacted by non-related landowners are comparatively strict. It is interesting to note that the rent is actually higher when the landowner is Chinese. The table shows three cases of Chinese who live in Sungei Limau and operate stores, who lease their land to Malay peasants in the *kampung* at rents of 100 M dollars or ten nalehs per relong, the highest rents found in the survey.

The clearest indication of the nature of the kinship land tenure system in its aspect of mutual aid or "reciprocity" is expressed in the practice of rent reduction and exemption, called *sewa-hidup* in the Malay language. When the harvest is very poor, it is usual for a tenant to ask the landowner for a reduction of his rent. But it is also usual for a landowner to try to convince a tenant to pay the rent according to the contract as much as possible, but if not possible he will share the loss due to the harvest with the tenant. Some peasants actually indicated that their rent is not constant even though the amount is determined in the contract, since it is reduced almost every year. However, *sewa-hidup* is not generally practiced in the case of cash rents, for which advance payment is required. Rent reduction is only practiced with rent in kind. Accordingly, *sewa-hidup* tends to apply with more force among relatives the closer they are related; among non-relatives, too, there may be negotiations over rent reduction or exemption, but it is much stricter. It should be noted that *sewa-hidup* in the Malay rice-growing area is generally based on a principle of "shared poverty," i.e., an effort to distribute more evenly among one's kin the poverty resulting from the smallness of the production scale rather than having the landowner himself bear the burden of the instability of rice production. Thus, very often when a tenant cannot pay the rent because of a poor

harvest, sickness or disaster, the landowner will remain silent and not inflict such cruel measures as taking the rice used for the tenant's sustenance or adding it to the next year's rent.

B. *Special Forms of Tenancy*

Next we are going to look at the special forms of tenancy which are apparent in the credit system and long-term tenure contracts in operation among peasants. In Kampong Sungei Bujor there were three cases of the long-term tenure arrangement known as *pajak*, or lease, and three cases of *gadai*, or mortgage,⁶ which arises through usufructuary mortgage, and one case of *jual-janji*, or conditional sale, an unusual tenancy contract under which rights of land sale are permitted only under certain conditions. Below, I shall discuss these three forms using concrete examples.

1. *Pajak*

Pajak is often seen in arrangements between consanguine relations. According to Wilson's report [7, p. 23], *pajak* was fairly common in Kedah and Province Wellesley after the war.⁷ *Pajak* tenancy is a kind of long-term tenancy contract, as we have noted, and this generally means an advance payment of rent for five to six years. Three instances of *pajak* arrangements, six, seven, and ten years, respectively, occurred in the *kampong*.

The case of household No. 47 will serve to illustrate this form of tenancy. As far back as 1959, householder No. 47 had rented a five relong plot from his second cousin, a resident of Yan, where the district office is. Up to 1966, he had paid 450 M dollars in cash per five relongs on a yearly contract. However, in 1967, the landowner saying he was "in need of funds," sought a *pajak* of seven years duration. No. 47 managed to pay the required 2,000 M dollars, though it took all his personal funds, totalling 1,800 M dollars, and forced him to resort to borrowing to pay the remaining 200 M dollars. The 2,000 M dollars of course gave him a seven year tenancy right guarantee, for about 1,000 M dollars less than he would have had to pay (\$3,050) under the previous annually renewable contract. The landowner, who is a second cousin, is already old and no longer able to manage and cultivate the fields himself. Though he is a landowner, he is by no means able to live a life of ease, and was compelled by economic pressures to ask No. 47 for this *pajak* advance payment. Such arrangements are regarded as providing security for older relatives, and are by no means uncommon in Malay agricultural society. It was not easy for No. 47 to get 2,000 M dollars. As we have seen, he had to

⁶ To be more exact, *gadai* is a way of raising living expenditure on a usufructuary mortgage, and cannot be considered a tenancy contract. Wilson made the same stipulation in his book [5]. On the other hand, however, Wilson considers *gadai* to be formally the same thing as several years advance payment of rent in cash and as long as lenders themselves cultivate the land which they received as mortgage, Wilson thinks of it as a sort of tenancy.

⁷ However, Section 3 of the Padi Cultivators Ordinance of 1955 prohibited tenure contracts for more than one year or one season. *Pajak* is actually considered to be illegal. Under the Padi Cultivators Act of 1967, contract terms of up to three years are permitted.

resort to borrowing 200 M dollars from someone else in order to pay his rent in advance to his landlord cousin. Wilson explains *pajak* as the result of cruelty on the part of landlords, or as a kind of pressure they exert on tenants [5, p. 31], but as is evident in the case above, this is not necessarily so. Certainly it is true that *pajak* may be inflicted on tenants as a result of greed on the part of the landlord but usually *pajak* is requested by landowners who are in financial difficulties resulting from illness, a child's wedding, or some similar reasons, although this financial distress may be attributed to the landowner's own wastefulness or irresponsibility in managing his household affairs.

In either the case of No. 47 or No. 20 (see Table VIII), we would be misunder-

TABLE VIII
SPECIAL FORMS OF TENANCY

Form of Tenancy	Household Number	The other party's Status	Acreage (Relong)	Terms of Contract
<i>Pajak</i>	1. No. 46	Uncle	2	6 years (1963-68). One relong, 50 dollars. Paid total of M\$600 in advance.
	2. No. 47	Cross cousin	5	7 years (1967-73), M\$2,000 paid in advance.
	3. No. 20	Daughter's husband	3	Advance payment for 10 years (1960-69) M\$1,000 and 2 kuncha of padi every year.
<i>Gadai</i>	4. No. 10	The son of the Ketua Kampong	3.5	4 years (1967-70). Borrowed M\$350. Reduced to one relong after the 4th year.
	5. No. 51	Chinese merchant	5	2 years (1966-67). Borrowed M\$600.
	6. No. 53	Chinese merchant	21.5	Before the war (year not known) borrowed M\$1,200, 8 out of 21.5 relongs were returned to him as tenancy land.
<i>Jual janji</i>	7. No. 7	Malay rubber plantation owner	5	Borrowed M\$2,000 for 5 years (1967-71), returned M\$400 a year, cultivated 5 relongs of land as a tenancy, M\$400 of rent/5 relongs a year. Possible to extend the term of the contract 5 more years.

standing the meaning of *pajak* were we to take it as the landlord's hard-hearted demand for advance payment of a considerable amount of rent. *Pajak* is better seen as an expression of mutual aid between kin operating in a living and producing situation. It is actually a credit advance to provide living expenses; by prepaying their rent, the tenants are helping to finance the old age of the landowner. In other words, *pajak* may be understood as a kind of subsistence credit system between related landowners and tenants. Another factor which may help to explain the origin of *pajak* is the worsening economic condition of Kedah in which the class of poor farmers is growing by leaps and bounds due to the development of the postwar commercial economy.

2. *Gadai*

In the case of farm household No. 10, considerable expenses were incurred due to illness suffered by the elderly head of the household. The children were as yet too young to provide a labor source, and while it was nominally an independently operated farm, e.g., owner-farmer, the percentage of hired labor used in rice production was disproportionately high. Finally, in 1966, they had to contract a loan from a Chinese merchant in Sungei Limau. Recently, pressure was put on them to pay the debt amounting to 350 M dollars. They had no other choice but to lease their 3.5 relong plot, in the form of a *gadai*, to a farmer (hereafter referred to as H), who was himself already a householder in neighboring *kampong*. The lease was still in its first year at the time this research was being done, but the terms were as follows: No. 10 borrowed 350 M dollars from H. In order to repay this debt, he gave H usufructuary rights on the 3.5 relongs for a period of three years, plus the usufruct of one additional relong during a fourth year which together were considered to be repayment of the original 350 M dollars. H was entitled to the entire crop produced from the land to which he had been given usufructuary rights. If he already had more than enough land to operate, he could even lease the land to someone else. However, in this case, H himself managed the land, nominally becoming a tenant of No. 10.

Gadai is thus the granting of a usufruct of a specified area of rice land to a creditor during a specified period of time in exchange for a cash loan. Repayment of the loan can take two forms. One is for both the principal and the interest to be paid back in the form of crop harvested from the padi field, usufruct of which is now held by the creditor. The other way is for the principal to be paid separately in cash, with the crop counting just as the interest. When the principal is not paid within the agreed term, the term of *gadai* may be extended until the principal is repaid. However, ownership rights are not transferred to the creditor no matter how long the term is extended. Thus, the terms of *gadai* are such that the land area on which the right of usufruct is transferred as well as the length of time for which this right is granted are dependent on the amount of principal, the rate of interest, and the method of repayment of the principal. In the *gadai* contract between No. 10 and H, as No. 10's method of repayment was that by which both the principal and interest were included in the actual crop harvested, the resulting time period was of rather short duration, four years. The fact that interest is not paid in cash is easily understood in the context of Malaysian Moslem agricultural society. Another feature of the *gadai* arrangement which should be pointed out is that the usufructuary rights which were given to the creditor is returned to the debtor, the former owner of the padi field, in the form of tenancy. This means that the usufruct is borrowed back from the creditor by the debtor, who is economically in bad straits. This system, overlapping with the above repayment method, results in a variety of actual *gadai* contractual forms. The returning of the usufruct to the former holder of land is known as *gadai sewa balek* ("returned tenancy").

Gadai is a way for poor farmers to find the funds necessary for subsistence. It is commonly seen in the Kedah rice growing region. One characteristic of *gadai* is

that it is rarely found among kinsmen; it is chiefly used in contractual relations with non-relatives. Rather than interpreting *gadai* as just a form of tenancy, it may basically be understood as a method by which poor owner-farmers, who are just a step away from tenancy themselves, raise subsistence funds using the usufruct of their land as security. It was common in the *kampung* to hear about the number of farmers who had gotten themselves trapped by *gadai* before the war because they had originally lost their money in such ways as gambling, or spending it on their children's wedding, and other ceremonies. It is also said that many were driven to *gadai* by the increased economic pressure resulting when the guaranteed minimum price for padi dropped from seventeen to twelve M dollars per picul in 1954. This was caused in turn by the sudden drop in the price of rubber after the Korean War. Furthermore, although I did not note an example of it in this *kampung*, there are numerous cases in the central part of the Kedah rice growing region of Indian money lenders (*chettiar*) who lend money, and then lease the padi field usufruct they obtain to Malay peasants as tenants. This phenomenon has reached such proportions that it is commonly discussed now in the newspapers as a social problem.⁸

3. *Jual janji*

Jual janji is a method of raising funds used when a rather large loan is needed. This makes it all the more serious. When temporary mortgaging of the usufruct, which is *gadai*, no longer helps to tide the household over its financial difficulties, it may become imperative to actually sell land in order to obtain funds. *Jual janji* can be classified into two forms.

(1) In return for the loan, the right of land ownership is transferred to the money lender as security. If the loan is not repaid within the specified term, the right of ownership is definitively transferred to the money lender.

(2) In the other form of *jual janji* the right of ownership is transferred to the money lender at the same time the debtor receives the loan. However, it involves a special contract according to which the right of ownership may be returned to the former holder if he repays the loan within the specified term. Of course, if he fails to repay, the money lender is free to dispose the right of ownership as he wishes. The basic difference between the two is whether the right of ownership is dealt with as a mortgage or whether it is transferred definitively at the time the loan is received.⁹ In Sungei Bujor, it was the latter.

No. 7 was an owner-farmer of five relongs of land. He had seven children, of whom six were daughters. He had been loaned money by a Chinese merchant with a grocery store in Sungei Limau a long time back, and most recently, he had spent a lot of money on his daughters' education (two were going to a religious school in Sungei Limau, and another to an elementary school) and weddings. As his expenses continued to mount, he was pushed into *jual janji*. The lender will be known as A. He is the owner of a rubber plantation who lives in the neighboring village of Kampong Selinkong. No. 7 yielded the ownership rights to his five relongs to A

⁸ For example, see a Malay paper [4, Dec. 2, 1970] [4, Dec. 17, 1970].

⁹ For the former, see [5, p. 18], and for the latter, see [1, p. 123].

in return for a loan of 2,000 M dollars. The terms of payment, which were strict, were 400 M dollars per year, to be paid back in full in five years. There was added an incidental condition to the effect that if No. 7 did not repay the loan within the specified period, the term could be extended another five years under the same conditions. The padi fields, of which the right of ownership would be transferred, would be cultivated by No. 7, now as a tenant, and in addition, he would have to pay 400 M dollars rent per year. No. 7 would thus have to pay a total of 800 M dollars in cash per year to the lender in order to get his right of ownership back. An owner-farmer of five relongs in a tight financial situation who is pushed into *jual janji*, in his new role as a tenant farmer of the same five relongs, may not be able to pay 800 M dollars for rent in order to recover his right of ownership. In fact, this would be the same as selling the five relongs for 2,000 M dollars unconditionally. In the outskirts of Kampong Sungei Bujor, land prices at that time averaged 1,000 M dollars per relong, so that selling the five relongs for 2,000 M dollars would have meant a 3,000 M dollar loss. The fact that a peasant would choose *jual janji* rather than lose the chance to buy his land back, or instead of just selling the land without setting conditions for its return, can only be explained by the deep attachment he has to his own land. Furthermore, were he to unconditionally transfer the land to the other party as just an ordinary land sale, the procurement of subsequent tenancy lands would be highly problematic for the debtor. Conditional sale would seem to be a desirable method of selling land for the debtor, even in terms of securing cultivation rights. Peasants, engaging in *jual janji* in the faint hope of possibly getting their land back, would thus appear to be working as tenants on their own land.

C. *Supplementary Tenancy Terms*

Lastly, I would like to discuss supplementary tenancy terms, which may be included in a tenancy contract in addition to the conditions of distribution of crops of padi. Let us first take a look at the distribution of fish caught in little ponds, called *telaga*, on the leased land. Around October and November, farmers drive the fish which matured in the padi field, into these small ponds, where they catch them and sell them to near-by grocers. Not only is this income an added help to the house budget but the raising of fish itself is a source of pleasure for tenants throughout the year. A pond with the advantage of being near a river may bring in as much as 100 M dollars in a good year. This income does not have to be shared with the landowner in principle. However, when the yearly income from these ponds is consistently high, a landowner may decide not to give fishing rights to the tenants. These are also cases of landowners and tenants who decide to divide the income from fishing at a fixed rate. Fish in the rice fields are an important source of protein to Malay peasants engaged in rice production. He may catch a few fish for his supper or use a net to take in a catch when some cash income is needed. These practices are seen as a kind of vested right, even though the right to fish in the fields during the months of October and November is not permitted.

After fishing, the next vital income source for tenants is the fruit of coconut trees

growing on ridges between the padi fields or around the ponds. These coconut trees, which may be harvested an average of four to ten times a year, number around ten at the most [6, p. 27]. When there are many coconut trees, the distribution of coconuts is discussed separately when the landowner and tenant contract their relationship. The landowner may request the tenant to give him half of the crop or the income equivalent, or to pay him five to ten M dollars in cash annually. When there are only two or three coconut trees, the tenant is usually free to do what he wants with the crops. It seems, however, to be a custom for *kampong* people to present some coconuts to the landowner at the time of harvest. Needless to say, this gift is in return for the fact that the landowner has lent the coconut trees on the land to the tenants without compensation. The coconuts, sold to the grocer for eight cents apiece at the time the present research is done, are an unexpected income source, provided it is a good crop of forty to fifty coconuts.

According to the Padi Cultivators Ordinance of 1955, landowners are responsible for the quit rent (*hasil tanah*), irrigation rate (*hasil ayer*), and other taxes on cultivated land. In 1967, a new education tax (*hasil pelajaran*) was established. This too is to be collected from landholders. It seems that these provisions are fairly well observed, even between individual landowners and tenants. There are, however, several landowners in the survey who rent their land a bit cheaper to tenants in exchange for the latter's paying various taxes. But even in these cases, it is not that the landowners put pressure upon tenants to pay the taxes, but that they seek more of a balance in the way the rent is paid.

There is also a tax which tenants have to pay. It is a religious tax called *zakat*. In the Islamic society of Malaysia, the *zakat* was originally a religious contribution given by peasants to Islamic teachers (*guru agama*), intellectuals (*ustaz* or *alim ulama*), or mosque (*masjid*) administrators called *orang-sapuluh*, who are respected in the rural society. Zakat Enactment was established in Kedah in 1955 according to which the Zakat Committee was empowered to collect the *zakat*. And according to the Zakat Rules of 1962, the *zakat* is only to be collected from rice growers and not from rubber or coconut tree growers. Moreover, among the rice growers, it is not to be collected from the landowners, but only from the cultivators. In other words, the *zakat* could be considered as a "religious tax" not on the fact of ownership of rice lands but on the actual cultivators of the land. The amount of tax was at first one-twentieth of the crop, but in 1963 it was doubled to one-tenth. It cannot be denied that the fact that only tenants and owner-farmers are subject to these high "religious taxes" does cast a shadow over landowner-tenant relationships.

CONCLUSION

Lastly, I would like to discuss a little further the characteristics of the land tenure system. I have mentioned several times that a dominant factor in the formation of the land tenure system in Kampong Sungei Bujor is the kinship relation between landowners and tenants. This means that the landholding and family systems are closely linked to each other in Malay agricultural society (especially in rice growing areas). Generally speaking, this phenomenon may be described as follows.

It is a usual thing for a Malay man either to go back and forth between his parents' home and his wife's parents' home, or to live with the parents of one side for one or more years after he gets married. During this period, he helps the parents cultivate the land. If the parents have enough land, part of the land will be given to him for a nominal rent, but since few men are in such a favorable situation, they usually become dependent on their parents until they have children. When they have children and can no longer live comfortably with the parents, the young couple will build a new home. Since the cost of building a house is not that high, it is possible to build a simple dwelling with one year's savings and a little support from parents. Once one is independent, there is hardly any way to avoid becoming a tenant. Even to live on just two to three relogs, one is required to pay very high rent for the land rented from strangers. Thus, it is natural to try to borrow land from kin like parents or parents-in-law. The methods and customs of land inheritance differ from place to place, but generally one inherits after the death of a relative. Most men work as tenants for their fathers or grandfathers while they are still alive. However, as the fathers and grandfathers get older and can no longer make the required agricultural effort, it is they who ask their sons and grandsons to cultivate the land. With the gradual shift in land managing responsibility goes a transfer of actual landholding rights to the sons and grandsons, who thus divest themselves of their tenant status. There are three ways in which Malay peasants come into possession of their own land; inheritance, land development, and purchase, the latter two of which tend to depend on luck. Accordingly, inheritance becomes something young couples find worth waiting for. The poorer they are, the stronger this tendency is. Unfortunately, however, when there are many brothers and sisters, the land is divided up into such small pieces that the area of inherited land per person is of extremely small size. When the division of land reaches such an extreme that it has to be cultivated in small patches partitioned in accordance with the number of inheritors, production becomes very inefficient. As a result, there are numerous cases where some of the inheritors reluctantly give up their individual portions to one inheritor. They then become tenants, paying them rent, and cultivating the land under a system of what amounts to co-ownership of land. Another possibility is for the inheritors periodically to transfer cultivation rights among themselves, thus taking in rent and enabling efficient cultivation which avoids atomization of the land through inheritance. To look around rice fields in Malaysia, one would not get the impression that the land is divided into small pieces; it even looks like there are wider fields of cultivation than in Japan. In fact, however, the padi fields are often divided into extremely small pieces through successive inheritances.

In Malay society, the Japanese concept of "succeeding to a house" does not exist. When sons and daughters get old enough, they marry and establish nuclear families. Parents do not want to live with their children under the same roof, even when they get old. The tendency is for people, even when they are poor, to have separate homes and to subsist independently as much as possible. This infinite disintegration into nuclear families, and the law of equal land inheritance as practiced within the framework of traditional Malay customary law (*adat Melayu*) and

Islam, together with landlord-tenant relationship based on kinship make for the complexity so prevalent in the economic and social relationships of rural society. An important factor in trying to understand the land tenure system will elude us if we do not consider the correlation between the family system and land inheritance law.

There is yet one other element not to be overlooked in dealing with the land tenure system. That is the recent rapid development in the commercial economy in the rural areas and the concomitant development of social diversification which is affecting the kinship aspect of the land tenure system by changing former "reciprocity" relationships based on kinship to purely economic relationships. The result is that differences between the land tenure arrangements based on kinship and those not based on kinship have disappeared. The effect of this has been for high rents in cash to become the rule. This may be a reflection of the fact that the atomization of owned land has been intensified to such an extent that the kinship arrangement could no longer perform its social function of "shared poverty" among kin. It may be that the parceling of land, while it affords a certain beneficial "reciprocity" to related landowners and tenants, is also a cause in the weakening of the principle of mutual aid. In sum, while land tenure systems are essentially based on class relationships, the system in this *kampong* is still modified by "reciprocity" deriving from kinship relations, and does not yet have the character of a true land tenure system. On the other hand, there are indications that these "reciprocity" bonds are weakening and that the land tenure system is approaching the stage where the class aspect of landowner-tenant relations is becoming manifest.

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Order	House-hold No.	Held Acreage (Relong)		Relationship to tenants				Relationship to Landowners					
		(1)+(2)	(1)	Kinship	Non-kinship	Resident	Non-resident	(2) Owner-farmer Land (Relong)	(3) Tenant Land (Relong)	Kinship	Non-kinship	Resident	Non-
1	40	21.5	2.5	Daughter's ^c husband (34)]		○		1					
			1.5	Son (39)		○							
2	19	20	16.5	2 Sons			○	○					
			5.75	Son (44)		○							
			5	Daughter's husband (56)		○							
			3	Daughter's husband (6)		○							
			3.25	Grandchildren			○						
3	26	18						18	5	Aunt (19) ^d			
4	6	12	3	Daughter's husband (33)			○	9	3	Wife's father		○	
5	23	12	3			○		9					
6	51	11	5(G) ^e	Son (50)	Chinese merchants	○	○						
7	10	10.5	1	Grand-children (30)	Son of No.6	○	○	7					
8	32	9.5	1	Daughter's husband (38)		○		4					
			1.5	Daughter (48)		○							
			3	Brother-in-law (46)		○							
9	45	9	7	Aunt (9)		○		2	5	Cousin			
10	8	8	3			○		5					
11	15	8						8					
12	4	6.5		Cousin				6.5	15		Royal family (government official)		
13	38	6	4.5				○	1.5	5	Wife's father (32)	Cousin		
									1.5		Uncle		○
14	47	6		Daughter's husband				6	5	Cross cousin			
15	20	5	3(P) ^b				○	2					
16	31	5		Son (37)				5	3				
17	53	5	5			○			8		Chinese merchants		
18	22	4.5						4.5					
19	37	4.25						4.25	5	Mother (53)		○	
20	21	4							10	Wife's brother			
21	28	4						4					
22	35	4						4	3	Grandfather's brother			
23	43	4							8	3 Sisters			
24	11	3.25						3.25	3				
25	33	2						2	2	Wife's father (23)		○	
										Mother			
26	41	2						2					
27	52	2						2	5				
28	55	2	2	Friend (44)		○				Father			

TABLE
HOUSEHOLDS IN SUNGEI BUJOR

Ownership				Rice Field Acreage According to <i>Amil</i> Survey and the Amount of <i>Zakat</i> payment		Number of Buffalo Owner	Number of Buffalo Leased	Family and Occupation				
Managed Acreage (Relong)	Classification by Form of Land Ownership	Classification by Form of Tenancy	Rice Field Acreage (Relong)	Amount of <i>Zakat</i> payment (Naleh)	Number of Household Member			Occupation of Farm Household				
					Total	Men	Women	Full-time	Part-time			
1	L/O ^e						3	1	2	Rice production		
			below the <i>nisab</i> ^b									
3	L/O		6	5			3	1	2	Rice production		
23	O/T	General	12	10	2		9	6	3	Rice production		
12	O/T/L	General	7	6	5		9	5	4	Rice production	Employment at rice-milling society	
9	O/L		6	8	1		6	2	4	Rice production		
5	L/O		6	2.5	1		6	2	4	Rice production		
10.5	O/L		3	2			7	5	2	Rice production		
4	L/O		5	6	2		4	2	2	Rice production		
7	L/T/O	General	5	8		1	7	4	3	Rice production		
5	O/L		9	4		1	4	2	2	Rice production		
8	O		Exemption because of damage by rats				1	4	3	1	Rice production	
21.5	T/O	General	10	6	3		6	3	3	Rice production		
9.5	T/L/O	General	4	4			6	3	3	Rice production		
11	O/T	P	5	4	1		5	3	2	Rice production		
2	L/O		Exemption by <i>pajak</i>				4	1	3	Rice production		
8	O/T	General	3	2	1		3	2	1	Rice production		
8	T/L	G.S.B. ^f	6	6	3		5	3	2	Rice production		
4.5	O		3	2			4	1	3	Rice production		
9.25	T/O	General	6	6	3		10	7	3	Rice production		
14	T/O	General	6	8	3		5	4	1	Rice production		
4	O		Not known				1	4	2	2	Rice production	
7	O/T	General	5	3			4	2	2	Rice production		
12	T/O	General	Not known				10	7	3	Rice production		
3.25	O		3	2			2	1	1	Rice production		
7	T/O	General	6	4	1		4	2	2	Rice production		
2	O	General	2	2		1	4	3	1	Rice production	Outside work	
2	O		4	3			6	3	3	Rice production	Fishery	
5	T/L	General	5	5		1	9	5	4	Rice production	Carpentry	

Order	House-hold No.	(1)+(2) Held Acreage (Relong)	(1) Rented Land (Relong)	Relationship to tenants				(2) Owner- farmer Land (Relong)	(3) Tenant Land (Relong)	Relationship to Landowners			
				Kinship	Non- kinship	Resident	Non- resident			Kinship	Non-kinship	Resident	Non-
29	42	1.25					1.25						
30	17							20					
31	13							18					
32	44							15	Grandfather				
								3.75					
								5.75	Father (19)				
								2					
33	46							7	Brother-in-law (54)				
								2	Uncle				
								1	Uncle				
34	36							2	Wife's-Uncle's-Cousin				
35	3							4	Uncle				
36	7							5	Cousin				
								5					
37	29							5	Cousin				
38	56							5	Wife's father				
39	14							4.5	Unknown				
40	30							1	Uncle				
								2.5					
41	12							1	Grandfather (32)				
42	49							4					
								4					
43	5							3.5					
44	1							3	Wife's father				
45	9							3	Aunt (8)				
46	27							3	Wife's father				
47	48							3	Father (32)				
48	34							2.5	Wife's father (40)				
49	54							2.5	Uncle				
50	16							2	Cousin				
51	39							1.5	Wife's father (40)				
52	50							1	Father (51)				
53	2												
54	18												
55	24												
56	25												
Total		210.25	83	19	3	14	8	127.25	230.5	39	11	14	3

^a G is an abbreviation for *gadaí*.

^b P is an abbreviation for *pajak*.

^c Number in parentheses are tenants' household numbers.

^d Number in parentheses are landowners' household numbers.

^e L is an abbreviation for landowner; O is an abbreviation for owner-farmer; T is an abbreviation for tenant.

^f G.S.B is an abbreviation for *gadaí sewa balek*.

Ownership				Rice Field Acreage According to <i>Amil</i> Survey and the Amount of <i>Zakat</i> payment		Number of Buffalo Leased	Number of Buffalo Leased	Family and Occupation				
Managed Acreage (Relong)	Classification by Form of Land Ownership	Classification by Form of Tenancy	Rice Field Acreage (Relong)	Amount of <i>Zakat</i> payment (Naleh)	Number of Household Member			Occupation of Farm Household				
					Total	Men	Women	Full-time	Part-time			
1.25	O		2	2			4	3	1	Rice production	Weaving of <i>nipah</i>	
38	T	General	18	7	2		8	4	4	Rice production		
15	T	General	2	0		1	4	1	3	Rice production		
11.5	T	General	7	10	3		8	4	4	Rice production		
10	T	General	4	7			3	2	1	Rice production		
6	T	General	3	4	3		4	3	1	Rice production		
5	T	General	5	0			7	4	3	Rice production		
5	T	J.J. ^g	2	3		1	9	2	7	Rice production		
5	T	General	Fakir ^h		1		2	2	—	Rice production		
5	T	General	5	4	2		9	5	4	Rice production	Rubber cultivation	
4.5	T	General	3	2		1	3	2	1	Rice production		
4.5	T	General	5	6	1		4	1	3	Rice production		
4	T	General	None for the new comer				2	1	1	Rice production		
4	T	General	4	4	2		9	3	6	Rice production		
3.5	T	General	Unknown			1	7	5	2	Rice production		
3	T	General	None for the new comer				4	1	3	Rice production		
3	T	General	3	2		1	5	3	2	Rice production		
3	T	General	3	1			11	6	5	Rice production	Grocery store + Rice Milling	
3	T	General	Unknown				4	2	2	Rice production		
2.5	T	General	2	1	3		6	3	3	Rice production		
2.5	T	General	3	2		2	7	3	4	Rice production	Fishery	
2	T	General	3	0		1	8	6	2	Rice production		
1.5	T	General	below the nisab				5	2	3	Rice production		
1	T	General	1	0			3	2	1	Rice production		
						1	8	4	4	Employed agricultural worker		
						1	5	3	2	Employed agricultural worker		
							6	3	3	Employed agricultural worker		
							5	2	3	Employed agricultural worker		
357.75			200	163.5	42	17	313	167	146	Rice production	52	
										Employed agricultural worker	8	
											4	

^g J.J. is an abbreviation for *jual janji*.

^h *Nisab* is the tax standard based on crop volume. If the crop does not reach this standard, the *zakat* is not collected.

ⁱ *Fakir* ("poor people") are provided with a specified amount of money derived from a part of the *zakat*, in accordance with the *Zakat* Enactment of the state of Kedah. It was twenty-five dollars in the present case. Classification as *fakir* was decided by the *amil* after consultation with the *penghulu*.