



Empire Juridic Analysis in Coconut Plantation Land Dispute Case

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Abstract: The purpose of this study was to find out how the empirical juridical analysis of coconut plantation disputes in botutonuo village. This study uses a type of empirical juridical research, which places facts in the field as the main data in the study. Sources of data used are primary data as the main data (the results of observations, field interviews, and documentation), and secondary data such as books, laws, regulations, and scientific works. While the population and samples used are the Botutonuo Village Office, the parties involved, the community, and the Botutonuo Village government. The results show that the empirical juridical analysis of coconut plantation disputes in botutonuo village is that the judge in deciding this dispute was correct based on the facts revealed in court by deciding that the defendants were found guilty of controlling the object of the dispute unilaterally and had sold it to someone else and the cause of the dispute. Coconut plantations in botutonuo village are caused by the pattern of responding to inheritance law regulations and secondly supporting factors such as the greed of the disputing parties, not distributing the inheritance immediately, and the lack of good faith.

Keywords: Dispute ; Coconut Plantation ; Constitution

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1. Introduction

Law is a political product because the character of the contents of each legal product will be largely determined or colored by the balance of power or political configuration that gave birth to it.¹ In inheritance law, a principle applies, that only rights and obligations in the field of property law only could be inherited. With say other, just rights and obligations- liabilities that can be valued in money. It is clear that the inheritance consists of assets in the form of and which is formless. Treasure riches which form for example soil, house, car motorcycle and other, etc. While intangible assets such as debts account receivable, and so forth. Of the various types of inheritance, of course, most many Become fight between a para expert inheritance that is treasure inheritance in the form of land and building rights. Because land and building have score economical which very tall, so that often occurs / disputes arise between heirs in terms of the distribution of inheritance which one.

The main characteristic of the state is the emergence of the government's obligation to realize the general welfare of its citizens.² There are three types of legal systems that apply in Indonesia, namely the customary law system, civil law, and Islamic law.³ Provision about division treasured inheritance, that method distribution treasure inheritance that fully handed over to wisdom si heir alone on a moment before dying world as provision in Civil Code chapter t thirteen about Wills.⁴

Article 1365 of the Civil Code contains the following provisions: *acts against the law which therefore cause harm to the person other, oblige person which because of the mistake cause loss it compensates for the loss.*"⁵ So with the unlawful act committed by one of the heirs, the other heirs who feel aggrieved can file a lawsuit for the cancellation of the sale and purchase to the District Court local, To use fight for his rights which has violated. Thus, in the process of resolving disputes over the distribution of inheritance rights, on land that has been sold by one of the heirs, the steps that must be conducted is an expert inheritance who feels the importance harmed could submit a lawsuit to Court Country. As explained in Civil Code Chapter 834 which reads: *"Each" inheritance entitled to file a lawsuit to fight for his inheritance rights, against all they, which good on the base right which same, good without base something rightalso controls all or part of the inheritance, as well as they the sly one has to stop his mastery..."*⁶

¹ Ahmad Wijaya, Nasran Nasran. "Comparison Of Judicial Review: A Critical Approach To The Model In Several Countries". *Jurnal Legalitas*. Vol. 14, No. 2. 2021. Hlm 88

²Julius T Mandjo Dan Suwitno Y Imran. "Implementasi Uud Negara Republik Indonesia Tahun 1945 Pasal 27 Ayat 2 Tentang Hak Untuk Mendapatkan Pekerjaan Dan Penghidupan Yang Layak Bagi Kemanusiaan". *Jurnal Majelis*. Edisi 08. September 2020. 84.

³ Bakung, Dolot Alhasni, dan Muhtar, Mohamad Hidayat. (2020). "Determination of The Legal Protection of RightHolders to Neighboring Rights". *Jambura Law Review*. Vol 2. No 1. Hal 67

⁴ Apriliyati, dan Rosida Idrus, *Hukum Waris Menurut Kitab Undang-Undang Hukum Perdata*, , (Bandar Lampung: Justice Publisher, 2015), Hlm 30

⁵Tim Redaksi Bip, 3 *Kitab Undang-Undang Hukum KUHPer, KUHP, KUHP*, (Jakarta: Bhuana Ilmu Populer), Hlm 372

⁶ *Ibid*. Hlm 247

The good faith of the parties greatly influences the course of the law, as in Weni Almoravid Dungga's research it is stated that "every agreement must be carried out in good faith, as has been found in Article 1338 Paragraph (3) of the Civil Code regarding the principle of good faith, which reads "agreement must carry out in good faith."⁷

In many cases what's happening in Indonesia is associated with a land dispute in which the dispute does not only occur between inhabitant but also occur in the family. Because of a complicated problem so many very from they which troubled, leave the matter to the court to resolve. There isn't anyawareness in the community, especially in the family that the problem is treasure inheritance especially soil, no one must break rope friendship family. A number of Things that cause happening disputes in The struggle for inheritance in the family are because it directly involves property objects, and treasure by a man considered as goods valuable, and it often causes disputes or disputes because of fighting over to control the inheritance. In addition, each heir feels that they do not receive the inheritance fairly or there is a disagreement between each heir about the law they will use in dividing an inheritance. The reasons above are general reasons that Become human foundation crazy of inheritance.

All land rights can be transferred and transferred. *Switching* is the transfer of land rights because of the law, by itself, there is no intentional legal act to transfer that right to another party. This transfer of land rights occurs due to inheritance. With the death of the owner of the land then automatically, according to the law, the land will be transferred to the heirs. Meanwhile, *being transferred* implies that the transfer of land rights to another party is due to a deliberate legal action so that the rights to the land are transferred to another party, such as buying and selling, grants, exchange, and so on. So the transfer of land rights is the transfer of land rights from one party to another, either because of an intentional legal act or not because of a deliberate legal act. The transfer of land rights can occur due to inheritance without a will and legal actions and transfer of rights.⁸

Like the case of the late Bagi Isa who had a blind wife after the marriage because of blindness so that the one who took care of the deceased's property was the first child and because of that he also felt that he had full power as the eldest child so he only divided it between his two temporary brothers who Others were not distributed, namely Mardia B. Isa and Kandu B. Isa, the others did not receive an inheritance, including the plaintiff, the late Sengo B. Isa, as for the chronology of events in this case when the party who did not receive the inheritance asked for the inheritance to be legally distributed but it was not divided for reasons that the coconut is the land itself of Ango B. Isa and her husband Mustapa Kamba.

This issue has been attempted by deliberation by the family but has not reached a

⁷Rafni Suryaningsih Harun, Weny A. Dungga, Abdul Hamid Tome, Implementasi Asas Itikad Baik Dalam Perjanjian Transaksi Jual Beli Online" The Implementation Of Good Faith Principle In Online Transactions", Jurnal Legalitas, Vol. 12 No. 2, Hlm. 93

⁸Adrian Sutedi, *Peralihan Hak Atas Tanah Dan Pendaftarannya*. Jakarta: Sinar Grafika, 2006.Hlm 5

common ground because the defendant maintains that the inheritance cannot be distributed to others because their property rights are not the property of their parents. Likewise, there has been assistance from the government to distribute the inheritance but it is still not heeded by the defendants.⁹

This case has been brought to the District Court and stated that the plaintiff is the winner but after being brought to the appeal level, the defendant wins until the cassation level where the winner is the plaintiff. However, because the plaintiff felt that this was still a sibling, it was still resolved amicably, not an execution that after the death of Wumi's mother, the object of the dispute was still under the control of Defendant I, all the heirs of the late. Isa and his wife asked to be divided, but Defendant I still defended it with the argument that the distribution would be carried out pending the completion of the 100th anniversary of the spirit of Wumi's late mother. the inheritance remains not distributed by the defendant who has occupied it.

2. Method

The research method is a way of doing something by using the mind carefully to achieve a goal by searching, recording, formulating, and analyzing to compile a report.¹⁰The term methodology comes from the word method which means a way, however, according to custom, the method is formulated with the possibilities of a type used in research and assessment.¹¹ Research or research is a systematic, directed, and purposeful scientific activity. So, the data or information collected in the research must be relevant to the problem at hand. That is, the data is related, familiar and accurate.¹²

The research method is a method used in collecting research data and comparing it with a predetermined standard size.¹³The type of research in this research is empirical juridical which in other words is a type of sociological legal research and can also be referred to as field research, namely examining applicable legal provisions and what is happening in reality in society.¹⁴Or in other words, is research conducted on the actual situation or real conditions that occur in the community intending to know and find the facts and data needed, after the required data is collected then leads to the identification of problems which ultimately leads to settlement. problem.¹⁵The data analysis method, namely qualitative, is a technique that describes and interprets the data that has been collected so that a general and comprehensive picture of the actual

⁹Wawancara Dengan Bapak Nandjaya Kamba Pada Tanggal 12 Desember 2021 Pukul 16.30 Wita

¹⁰Cholid Narbuko Dan Abu Achmadi, *Metodologi Penelitian*, (Jakarta : Pt. Bumi Aksara, 2003), Hlm. 1

¹¹Soerjono Soekanto, *Pengantar Penelitian Hukum*, (Jakarta: Universitas Indonesia Press, 2012), Hlm.5

¹²Kartini Kartono Dalam Marzuki. *Metodologi Riset*, (Yogyakarta : Uii Press, T.T), Hlm. 55

¹³Suharsimi Arikunto. *Prosedur Penelitian Suatu Pendekatan Praktek*, (Jakarta: Rineka Cipta, 2002), Hlm. 126

¹⁴Bambang Waluyo, *Penelitian Hukum Dalam Praktek*, Sinar Grafika, 2002, Jakarta, Hlm. 15

¹⁵ *Ibid.* Hlm. 16

situation is obtained.¹⁶

3. Empirical Juridical Analysis of the Coconut Plantation Dispute in Botutonuo Village

According to Joni Emirzon conflict means the existence of opposition Among parties. Emirzon asserts that: "Conflict is the existence of opposition or mismatch Among party which currently stage connection cooperation".¹⁷ In the dictionary language, English conflict has two terms that are *conflict* and also *disputes*. Say *conflict is* already used in Indonesian, namely conflict, while *dispute* in the dictionary English means dispute. If viewed in terms of meaning, conflict, and dispute are problems Between two people even more. Temporary that, dispute interpreted by special as disagreement of the parties to file a claim, claim, denial, etc. Disputes occur because of the existence of disagreements and contradictions. It cannot be separated from human life. Disputes usually start from a situation where there is a party who feels harmed by the other party.¹⁸

The formation of legal norms is essentially a statutory regulation.¹⁹ A dispute is a form of actualization of differences and also the form of a conflict between two or more people. Disputes or conflicts arise due to differences in interests that do not could be communicated with good. A conflict can change and Becomes a dispute if there is a wrong one from para party feel harmed by a party which other and no can accept state the. According to DY Witanto, a dispute is a conflict or conflict which occurs in life social in society and shapes opposition or contradiction Among people, group-groups, or organizations to a problem object. Conflict or dispute no can be separated from every individual good to herself alone nor with a person other. Development Public no miss from development law, so also on the other hand, because both of them each other relationship with each other other²⁰

According to Ali Achmat, a dispute is a contradiction Among twoparties or more stems from different perceptions of interests or property rights that may have legal consequences for both of them. Disputes or conflicts could originate from various source triggers. with everything the complexity of the problem, not infrequently arises dispute.

Based on the definition on so could outline Becomesmany elements of dispute that are: *First, the* Existence of two parties or more, *Second,* the Existence connection of the

¹⁶Lexy J. Moleong, *Metodelogi Penelitian Kualitatif*, (Jakarta : Ed. Rev, Remaja Rosdakarya, 2010), Hlm. 248

¹⁷Joni Emizon, (*Negosiasi, Mediasi, Konsoliasi, Arbitrase*, (Jakarta: Kencana, 2016), Hlm. 53

¹⁸Muhammad Ashri Dan Rapung Samuddin, *Hukum Internasional Dan Hukum Islam Tentang Sengketa Dan Perdamaian*, (Jakarta: Pt Gramedia Pustaka Utama, 2013), Hlm. 255.

¹⁹Fence M. Wantu, dkk. "Kedudukan Peraturan Desa Dalam Sistem Pembentukan Peraturan Perundang-Undangan". *Jurnal Ius Civile*. Volume 4, Nomor 2, Oktober 2020. 201

²⁰Fitrotin Jamilah, *Strategi Penyelesaian Sengketa Bisnis*, (Yogyakarta: 2014), Hlm. 12.

interests of that same object certain. *Third*, Existence contradictions and different perceptions. *Fourth*, There are legal consequences.²¹

The dispute case that occurred in the village of Botutonuo shows that inheritance problems are a big problem in Indonesia. For more details, see below.

The Situation of Cases from the Coconut Plantation Dispute in Botutonuo Village can be seen from the lawsuits of the plaintiffs as follows;

Considering the plaintiff with his lawsuit dated June 26, 2000, which has been registered with the Registrar of the Gorontalo District Court on June 28, 2000, in register Number: 19/PDT.6/2000/PN.GTLO. has stated the following:

1. That the plaintiff's parents named Alm. Isa during his life has married 3 (three) women:

My wife's name is Alm Pr. ONUWA,

Wife II is named: Alm. Pr. NULITA,

Wife III is named: Alm. Pr. WUMI;

2. That during the marriage Alm. For Jesus, they have 10 (ten) children each:

1. The first wife has 1 (one) child, namely:

a. late. LK. MONI.

2. The second wife has 1 (one) child, namely:

a. late. Pr. Monoi.

3. To their respective third wives:

a. Pr. Ango (Defendant I);

b. late. Pr. Nano (co-Defendant I);

c. LK. Mardia (Defendant II);

d. late. Haliya (co-Defendant II);

e. late. Pr. Djamila (co-Defendant III);

f. late. LK. Using (co-Defendant IV);

²¹Sulistyowati Irianto, *Perempuan Di Antara Berbagai Pilihan Hukum*, (Jakarta: Yayasan Obor Indonesia, 2005), Cet. 2, Hlm. 54.

g. Pr. Sango (plaintiff)

h. late. LK. Kandu (Defendant III);

3. In addition to obtaining the offspring mentioned above, Alm. For Isa to leave the property of joint income, both to the first (I) wife, second (II) wife, and third (III) wife, where during their lives each of them have enjoyed the amount of the joint income;
4. That the dispute, in this case, is the joint income property of the late. For Isa with his third wife, which is located in Botutonuo Village, Kec. Kabila Bone in the form of 176 coconut trees that grow in 2 (two) four each;
 1. A total of 94 coconut trees grow on the ground for Isa, with the following limits:

North with Husein Kamba budel land;

East with Budel Land Alm. Dj. Unseen;

South by beach/ocean;

West by the river;
 2. A total of 82 coconut trees grow on the land belonging to the late. For Jesus with the following limits:

North with the foot of the mountain;

East with the foot of the mountain;

South with land owned by Alm. For Jesus;

West with the foot of the mountain;
5. That the object of the dispute has now been unlawfully controlled by the defendants, each of whom:
 - a. An object of dispute in point 1 by:

Defendants I, IV, V, VI, and VII;
 - b. An object of dispute in point 2 by:

Defendants VIII and II;
6. Whereas the origin of the object of the dispute, namely in 1947, the coconut trees in point 1 was the result of plants by the late. For Isa and his wife Wumi, the coconut

trees at point 2 were in 1946 where 2 cultivators were named Temey Sarino and Tomey Noho Supu with permission from the late. For Isa and the late Wumi, they have planted coconut trees on their land, so that the total of 82 coconut trees is the result of the distribution of ownership of the land;

7. That during their lives, the object of the dispute is still enjoyed and controlled by the late. For Jesus with his wife Alm. Pr. Wumi;
8. However after Alm. Bai Isa died in 1997 and the circumstances of the late. Pr. At that time, Wumi had experienced total blindness in both eyes so that defendant I had taken and cared for the object of the dispute, namely the coconut trees, which were entirely handled by Defendant I;
9. That after the death of Alm. Pr. Wumi in 1978, the object of the dispute is still in the control of Defendant I, all heirs of the late. For Isa, wife III asked to be divided, but Defendant I still maintained with an argument that the distribution would be carried out pending the completion of the 100th anniversary of the spirit of the late. Pr. Wumi;
10. However, after the completion of the 100th anniversary of the spirit of Pr. Wumi and until the time this lawsuit was filed, it turns out that the object of the dispute in question has been divided between the defendants I, II, and III, while the plaintiff and co-defendants do not get a share;
11. Whereas in the use of Defendants I, II, and III on the object of their respective disputes
 - a. In point 1 that is
 - Defendant, I (Ang B. Isa) has sold 10 trees to Defendant IV while he is still enjoying 40 trees and mortgaged a total of 30 trees to Defendant VII
 - Defendant II (Mardia B. Isa) has sold a total of 10 coconut trees to Defendant IV
 - Defendant III (the late Kandou B. Isa) has sold 4 trees to Defendant VI
 - b. In point 2, namely:
 - Defendant I (Ango B. Isa) through his intermediary, Alm. Kamba has sold a total of 30 trees to Plaintiff II
 - Defendant II (Mardia B. Isa) has sold 28 trees to Defendant VIII
 - Defendant III (the late Kandou B. Isa) has sold a total of 24 trees to Defendant II.

12. That is because the object of this dispute is a joint income property between the late. For Jesus with wife III Alm. Pr. Wumi whose inheritance has not been distributed to all his heirs, the control of the defendants over the object of the dispute are an act against the law and appropriate for the plaintiff and then divided among all his heirs, the late. For Jesus and Alm. Pr. Wumi follows applicable regulations.
13. Whereas with the unlawful acts by the defendants, the plaintiff and co-defendants who have never enjoyed the results of the object of the dispute are greatly harmed which is calculated from 1978 to 2000 (ie the lawsuit submitted) is Rp. 34,848,000 with a breakdown as follows:
- 1 (one) harvest of 176 trees that produces an average of 1 (one) tree is 15 seeds, so the total is = $176 \times 15 = 2640$ seeds
 - The market price of 1 (one) seed is Rp. 200, then the total price is = $2640 \times \text{Rp. 200} = \text{Rp. 528.000}$
 - In 1 (one) year is 3 times the harvest so the price per year is = $3 \times \text{Rp. 528,000} = \text{Rp. 1,584 million.}$
 - In the period from 1978 to 2000, it was 22 years, so the total amount was $22 \times \text{Rp. 1.584,000} = \text{Rp. 34,848,000}$ Which should be paid by the defendants either individually or jointly in cash or cash to the plaintiff to be divided among all the heirs of the late. Share Jesus with Alm. Pr. Wumi.
14. Whereas if the defendants will be negligent in carrying out this decision, they may be punished to pay forced money (dwangsom) to the plaintiff in the amount of Rp. 100,000 (one hundred thousand rupiahs) per day
15. To prevent further harm to the plaintiff if the object of the dispute is still in the process of being examined or transferred by the defendants, it is appropriate that the object of the dispute be placed in confiscation of guarantee (conservatoire beslag).
16. That is also the case if the defendants either individually or jointly cannot pay the compensation, then it is appropriate that their assets can be placed in confiscation of execution and then auctioned off to fulfill the amount of compensation.
17. That the co-defendants who are included in this case are the heirs of the late Alm. For Isa with wife III Pr. Wumi may be punished for submitting to this decision.

The defendant who had purchased the object of the dispute from the defendant also admitted that the inheritance was problematic and only realized after the case had reached the court, and felt that the defendant had been lied to.

A. For Defendant VII's Answer

- That through this happy opportunity, our answer is to justify what was argued by the plaintiff in his lawsuit because we as the holder of the pawn received the pledge from Defendant I through his son, Hadidjah.
- When we received the pledge, we first asked Defendant I if it was true that the coconut tree would be pawned and who was the real owner. From that question, Defendant I answered that the coconut tree in point 1 would be pawned and the real owner was his parents named B. Isa who is still in his control
- Because we are the recipients of the pledge, we submit it to the Assembly and submit to the decision later

B. For Responses to Co-Defendants II and IV

- That we strongly support the statement of the plaintiff as argued by the plaintiff in his lawsuit, this is based on us as heirs who have never enjoyed the object of a dispute as referred to in points 1 and point 2.
- Before the Council makes its decision, we need to explain that according to the statement from our parents before he died that the late Alm. For Jesus, he obtained his inheritance in the form of land with his wife (coconut tree) as stated in points 1 and 2 above
- That the inheritance of Alm. B. The Jesus was only enjoyed by Defendants I, II, and III based on their distribution without involving other heirs so it was very detrimental to the other heirs.

Through the statement of the defendant, it is clear that the defendant is guilty because he has unilaterally controlled the object of the dispute and even sold it to someone else without any permanent legal force regarding proof of ownership. Furthermore, the judge tried him, but first, the reasons in the judge's consideration to decide this dispute. Considering, that because the plaintiff filed a provisional claim, the panel will first consider:

1. In exception:

Considering whereas, Defendant 1 and Defendant 2 filed an exception which is as follows:

- That the plaintiff's claim is unclear and lacks parties wherein the plaintiff does not withdraw all the heirs of the late. LK. use and heirs from alm.pr.na, as well as temey sarino and lelali Noho supu as cultivators of the disputed object of coconut trees as many as 2 trees

- Whereas the lawsuit's petition contradicts the position of the lawsuit, where the plaintiff requests a provisional decision, the reasons for the lawsuit are not explained in the lawsuit.

Considering that regarding this matter, the panel will consider the following:

- That not withdrawing the other heirs, in this case, does not cause the lawsuit to be unacceptable, because it is the right of the plaintiff to determine who will be sued (Supreme Court decision no: 305 K/Sip/1971)
- That the demand for provisions will be considered separately by the panel of judges

Considering, that based on the above matters, the exceptions of Defendant 1 and Defendant 2 are rejected:

2. In provision

Considering what is meant by the provision is a temporary preventive measure before the subject matter is decided. Considering, whereas in this case the plaintiff wants the defendant not to carry out climbing/management activities on the object of dispute and states that the plaintiff is the most entitled to climb/process the object of the dispute, the panel believes that because the above matters are related to the subject matter of the case, it has the claim for provision should be rejected.

3. In the subject

Considering, in the argument of his lawsuit, the plaintiff stated that the object of the dispute was 176 coconut trees located in Botutonuo Village, Kec. Kabila Bone which grows in two places/locations, namely location 1 with 94 trees and location 2 with 82 trees, is a legacy of the late. Share Jesus with his wife Wumi who has not been divided by an inheritance

That the coconut trees as the object of the dispute are currently controlled by Defendant 1, Defendant 2, Defendant 3, Defendant 4, Defendant 5, Defendant 6, Defendant 7, Defendant 8, and Defendant 9.

Considering, that the plaintiff's claim, Defendant 1 and Defendant 2 denied it and stated that the object of dispute in the form of coconut trees was the property of Mustapa Kamba which was obtained from his father, Husain Kamba.

Considering that it was revealed in the facts at trial and this was also confirmed by the plaintiff and the defendants, in which Isa and the woman Wumi (3rd wife) have eight children, namely:

1. Ango woman (Defendant 1)
2. late. Nano woman (co-defendant)
3. Mardia man (Defendant 2)
4. late. Heliya (co-defendant 2)
5. late. Djamila woman (co-defendant 3)
6. late. Usino man (co-defendant 4)
7. Sengo woman (plaintiff)
8. late. The kandu man (Defendant 3)

Considering, that from the testimony of the plaintiff's witnesses, Kone Hulopi and Arifin Djafar, the assembly obtained the fact that the coconut trees disputed by the plaintiffs and the defendants were coconut trees belonging to Bagi Isa and his third wife, Wumi, this is based on the testimony of witnesses Kone Hulopi and Arifin. Djafar explained that there are 94 coconut trees in Botutonuo Village whose boundaries are as follows: north with Husain Kamba, east with Dj. Unseen, west by a small river, south by the coast. Which was planted by Bagi Isa and his third wife Wumi in 1947.

That at the time the witness Kono Hulopi had helped plant the coconut by lifting the coconut tree seedlings from the cart, and at that time witness, Kone Hulopi was already 15 years old. Meanwhile, witness Arifin Djafar knows that around the 1950s, witness Arifin Djafar often goes to the beach where Bagi Isa's garden borders the beach. Witness Arifin Djafar has and always sees it is Bagi Isa who cultivates and maintains coconut trees which are the object of the current dispute. was in the garden, and the witness knew that in the garden there was a hut where For Isa lived until he died in that hut. Whereas since Wumi was blind and later died, the disputed coconut trees were controlled by Ango, the eldest son of Bagi Isa and Wumi, while the 82 coconut trees were from witnesses Kone Hulopi and Arifin Djafar, that the coconut trees were not planted by For Isa and Wumi, the ones who planted were Noho Supu and Sarino in 1946, because the coconut trees were planted on the land owned by Bagi Isa, Bagi Isa got a share of 82 coconut trees from the two cultivators. witness for Jesus during his lifetime.

Considering, that the panel will then see whether Defendant 1 and Defendant 2 can break the argument of Plaintiff's claim.

Whereas from evidence TIII.1 which is in the form of a sales letter dated February 1897, the panel believes that the evidence of letter TIII.1 is about the sale and purchase of garden land dated February 1897, the panel believes that what is disputed between the plaintiffs and the defendants is coconut trees, not plantation land. , because in the

Gorontalo area there is also a horizontal principle, in which the land owner may not be the owner of the plants growing on his land.

Weigh. Whereas furthermore regarding evidence TIII.2 in the form of payment of land and building taxes, the assembly overruled it, because the evidence was not proof of ownership. Whereas regarding Defendant I.II.3 in the form of a letter of agreement dated July 17, 1962, the panel believes that evidence TIII.3 it is explained the distribution of 1/3 of the coconut trees to J. Kamba but it is not clear where the location is, whether the 94 coconut trees or the 82 coconut trees.

Considering, that furthermore regarding the witnesses proposed by Defendant 1 and Defendant 2, namely witnesses Ardin Kamba, Antu Terani, and Kasimi Tisa. H. Jalalufin Wartabone and Bage Gintulangi the information provided. In the trial, they contradicted each other in which the witnesses mentioned above stated that it was true that the object of the dispute was the property of Mustapa Kamba, but the one who controlled and collected the results was Ango B Isa who was the eldest son of the late. For Jesus and the late. Wumi (third wife). Whereas furthermore, witness Antu Terani explained that he had worked for Mustapa Kamba from 1947 to 1972 but did not know who owned the land planted with the disputed coconut trees, did not know how many coconut trees were planted, and did not remember who planted the trees. the coconut tree. Meanwhile, witness Lasimi T. Isa stated in his statement that 94 trees of disputed objects had been processed by Bagi Isa around 1947, where this statement strengthened the argument of the plaintiff's claim.

Considering, whereas Defendant 1 and Defendant 2 in their denial argument state that the coconut trees which are the object of the dispute are the property of Mustapa Kamba, in reality, the coconut trees are not distributed to Mustapa Kamba's heirs, but coconut trees the object of the dispute is divided between pr. Ango (Defendant 1), lk. Mardia (defendant 2) and alm. lk. Kandu (defendant 3) is part of the heirs of Bagi Isa and his wife Wumi. Considering, that from the considerations above, the panel believes that Defendant 1 and Defendant 2 cannot prove the arguments for their denial.

The judge's decision favored the plaintiff in part because there were several lawsuits that the court could not grant. Therefore, the decision is as follows;

1. In exception :

Completely reject the exceptions of Defendant 1 and Defendant 2

2. In provision

Reject the claim of the plaintiff's provisions 1

3. In the subject

- 1) Granted the plaintiff's claim in part
- 2) To declare that the plaintiff, defendant 1, defendant 2, defendant 3, and the co-defendants are the legal heirs of the deceased for isa and his third wife, the deceased woman
- 3) Stating that the object of dispute in the form of 176 coconut trees as written in points 1 and 2 is the inheritance of the deceased for Jesus and his third wife, the late Wumi which has not been distributed to all his heirs
- 4) Suggesting that the defendants who have enjoyed and controlled the object of the dispute without any rights are an act against the law
- 5) To declare that the transfer of the object of dispute from Defendant 1, Defendant 2, and Defendant 3 to Defendants 4 to 9 is invalid and null and void
- 6) Starting as a result of unlawful acts by the defendants who enjoy and control the object of the dispute, the plaintiff and the co-defendants have been greatly harmed by their rights to the object of the dispute.
- 7) Punish the defendants or anyone who obtains the right from him to submit the object of a dispute to the plaintiff to be returned to the original budget and then divided among all heirs of the deceased for Jesus and his third wife almahum wumi following applicable regulations
- 8) Also punishing the defendants if they fail to fulfill the contents of the decision to pay a dwangsom of 100,000 rupiahs per day to the plaintiff since the decision has permanent legal force.
- 9) Punish the co-defendants to submit and submit to this decision
- 10) Reject the rest of the plaintiff's claims. Sentencing the defendants either jointly or jointly by paying court fees of 700,000 thousand rupiahs.

In the subject matter:

Whereas our objection to the decision of the Manado High Court is as follows

1. That the high court was wrong in applying/violating the law in giving its decision, this is as explained in the jurisprudence of the Supreme Court Number: 903k/Sip/1972 dated October 10, 1974 which states that the reason for the high court considering that the original plaintiff cannot prove his claim is to be used as the basis for canceling the decision of the district court which has taken into account the evidence from both parties is "not enough"; Whereas seeing the development of the high court, it is connected with the jurisprudence in or with the facts that occurred in the trial at the first level as stated in the "minutes of trial" on page 21 where it has been firmly stated that the witness then swore according to the religion he adhered

to so that the high court's consideration point 1 on his assignment page 9 which states that the testimony of witness one hope given not under oath is not legally grounded and quite fabricated; Similarly, the considerations of the high court page 9 which explains that:

- Witness One Hulopi and Arifin Djafar did not explain that the inheritance of the dispute had not been divided by inheritance, this also contradicted the facts that occurred in the trial as clearly seen in the "Minutes of the Trial" on pages 21-23 and 30-31 so that the first instance judge considered its decision which is considered correct and correct, as described on pages 31-36 to grant the original plaintiff's claim so that the high court should have upheld the decision of the judge of the first instance and not cancel it for reasons that are not following the facts that occurred in the trial;
2. that the second high court consideration is as described in the decision on page 9 in the second paragraph, namely: Considering, whereas based on the aforementioned legal facts, based on the statement of "Article 1 RBg", the high court believes that the appellate plaintiff has been unable to prove the argument of his lawsuit;
 - this is an unreasonable consideration because the high court is based on Article 1 RBg which is very irrelevant in this case because Article 1 RBg concerns judicial power in trials outside Java and Madura where the Bumi Putera party has been allowed to regulate their judiciary;
 3. That is also the case with the third high court's judgment on page 9, paragraph 3, namely:
 - Considering, the response of Defendant VIII/Anton Hulopi...etc; It has no legal reason and is quite fabricated because it is not following the legal facts that occurred at the trial, as upheld in the minutes of the trial on August 20, 2000 page 11 and also strengthened by a "special power of attorney" made before the clerk of the Gorontalo District Court. dated August 24, 2000, No: W14 -Df.HT.05.01-61 as attached in the file; Thus, the high court is wrong in establishing/violating the law in giving its decision;
 4. the court has neglected to apply the procedural law, because in giving its decision the high court rejected the plaintiff's claim in its entirety, except for the decision regarding the exception and provisional claim, but the high court did not give sufficient consideration to reject the plaintiff's claim nor in placing the exception and provisional, because we have listed in points 1-3 that the considerations of the high court are not legally grounded and are very contrary to the laws because the considerations of the judges' decisions at the first instance are appropriate and correct in assessing the evidence from both parties;
 5. The High Court has failed to fulfill the mandatory requirements in giving its decision because the decision is only attended by the deputy clerk who also signs

the decision, even though the deputy clerk is in a structural and not functional position in the form of a substitute clerk who functions to make and record and assist judges in trials and is not a representative of the clerk, so it is contrary to the law that has been outlined in Law No: 14 of 1970:

6. The High Court based on considerations with only three points, the Supreme Court following circular letter No: 14 of 1977 stated that with no / from less giving a contradiction that if the reasons are unclear, difficult to understand or the consideration of each other is not following the rule of law, then such a thing can be seen as an omission in the event, then this is identical to article 30 of the Law of the Supreme Court No: 14 of 1985 which can result in the cancellation of the decision:

In the subject matter:

1. Granted the plaintiff's claim in its entirety;
2. Sentencing the defendants/appellant of cassation to pay court fees at the three courts.

Considering, because the legal considerations of the Gorontalo District Court's Decision are correct and correct, then these considerations are taken over to be considered by the Supreme Court as their considerations. i. Researchers in observing the three decisions, namely the decision of the Gorontalo District Court, the Manado District Court, and the Supreme Court's decision on this dispute case, the Gorontalo District Court's decision on the plaintiff in part because there were several lawsuits that the court could not grant. in his lawsuit, the plaintiff asked for compensation for the control of the object of the dispute above, but, at trial, the panel saw that the plaintiff could not prove the loss. And to punish the defendants either jointly or jointly by paying court fees of 700,000 thousand rupiahs. The High Court's error in applying/violating the law in giving its decision. The high court has rejected the plaintiff's claim in its entirety, except for the decision regarding the exception and the provisional claim, however, the high court did not give *sufficient consideration* to reject the plaintiff's claim nor in placing the exception and provisional.

So, according to the researcher, the plaintiff should have won. Because it is clear that the consideration of the judge's decision in the first instance is correct and correct and also the High Court has failed to fulfill the mandatory requirements in giving its decision because the decision is only attended by the deputy clerk who also signs the decision, the high court's consideration is not legally grounded and very contradictory with the law and did not examine the minutes of the trial, because the legal considerations of the Gorontalo District Court's decision were correct and correct, then these considerations were taken over to be considered by the Supreme Court as their considerations. In the opinion of the Supreme Court, there are sufficient reasons to grant the appeal. Because the defendants of the cassation were on the losing side, they must be punished to pay court fees at all levels of the judiciary. And for the

consideration of the judge who was negligent in compliance. Based on Article 53 of the Law on Judicial Power which states that:

"(1) in examining and deciding cases, the judge is responsible for the decisions and decisions he makes.

(2) the stipulation and decision as referred to in paragraph (1) must contain the judge's legal considerations based on the right and correct reasons and the legal basis."

Now if it is based on Article 53 of the Law on Judicial Power when the judge has been negligent in carrying out legal considerations. If it is related to Article 53 of the Law on Judicial Power, the Judge must receive a sanction or a warning for violating the law so that there will be no more negligence in giving his decision or deciding a case.

4. Conclusion

Based on the Juridical Analysis of the Coconut Plantation Dispute in Botutonuo Village, the judge in deciding this dispute was correct based on the facts revealed in court by deciding that the defendants were found guilty because they controlled the object of the dispute unilaterally and had sold it to someone else. then it will still be resolved amicably, no longer an execution that after the death of Wumi's mother, the object of the dispute is still in the control of Defendant I, all the heirs of the late. Isa and his wife asked to be divided, but Defendant I still defended it with the argument that the distribution would be carried out pending the completion of the 100th anniversary of the spirit of Wumi's late mother. The High Court's error in applying/violating the law in giving its decision. The high court has rejected the plaintiff's claim in its entirety, except for the decision regarding the exception and the provisional claim, however, the high court did not give *sufficient consideration* to reject the plaintiff's claim nor in placing the exception and provisional. In the opinion of the Supreme Court, there are sufficient reasons to grant the appeal. Because the defendants of the cassation were on the losing side, they must be punished to pay court fees at all levels of the judiciary.

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