CHAPTER 2

THE REFERENCE LAW

The Logic of Reference Points

If structural analysis presupposes that the relationships between elements are more important than the elements themselves, then it follows automatically that every problem of comparison involves a comparison of structures. When one is comparing a small number of structures, the analytical problem yields an easy solution. One simply compares each structure with every other structure. However, as the number of structures to be compared increases the complexity of the problem also increases. For two structures one comparison is needed, for three structures, three comparisons, for four structures, six comparisons, for ten structures forty-five comparisons and for the eight hundred thirteen myths of Lévi-Strauss' *Mythologiques* 330,078 comparisons would be required. While not logically necessary it would be useful to reduce the complexity of the analytical problem if only to make the task more manageable.

By the use of a reference point, the problem can be simplified. If every structure is either directly or implicitly compared to a reference structure then the comparison between any two structures can be derived, if necessary, for a particular analytical purpose. However, such a reference structure by virtue of its analytical position acquires an analytical priority. Instead of a comparison based on the assumption of analytical equality, we have introduced an element of hierarchy into the analysis. Other than assigning an *a priori* analytical priority two reactions are possible. The analytical priority can be asserted by appeal to an extra-structural reality. Or the analytical priority can be denied by a totally arbitrary selection of a reference point.

The various aspects of references and standards can be demonstrated most clearly by the natural sciences. The datum of the surveyor is a totally arbitrary reference. A single stake driven into the ground serves as a datum. All subsequent measurements are made in terms of this datum. If necessary the position of the datum can be established in

relation to a broader context. However, the exact position is arbitrary. (For small scale works the datum is often placed where it will not be accidently removed from the ground). This is also the procedure used by archeologists. The exact spatial relationship between two artifacts is based on measurements relative to an arbitrary datum.

The simple comparison of the maximum temperature in two cities on the same day is based on a reference that is less arbitrary and can be said to be extra-structural. The Celsius or Centigrade system is based on two natural phenomena: the boiling point and freezing point of water (icepoint-steampoint). The difference in temperature between these two points is divided into one hundred equal units. Thus, in this case, the reference point has a reality entirely external to the comparison at hand. Further, the choice of water as the reference medium lends the aura of a fundamental reality to the system of measurement.

A third example relates to the metre. Originally the metre was to have been one ten millionth part of the meridional quadrant of the earth. From the assumed measurement of the size of the earth an archival standard was created. Thus, the metre until recently has been defined in terms of a specific metal bar, but with reference to a more fundamental reality. Thus, both the Celsius temperature system and the metric system appeal not only to fundamental realities but to realities based on our western cultural heritage. Water was one of Aristotle's four elements, and the earth has always been a basic constant in the growth of western scientific thinking. (Parenthetically, the metre has been redefined in terms of a multiple of the orange-red spectral line of Krypton-86. While this reference may be more useful from a "scientific" point of view, it still relates to the original definition based on the size of the earth.) Of all the principles of measurement, the oldest and still most generally used is that of the archival standard. While being of fixed external reality to the specific problem of measurement, it was often arbitrary. But it was to be available for comparison. Sometimes, the arbitrary nature of the standard was concealed in an appeal to fundamental realities which nonetheless had a strong cultural bias. However, more modern developments have changed the reference standards in an effort to create standards more useful to the rational needs of the scientific community.

Scientific standards have two main features. First, all references have an absolute reality by definition: the reality of a particular object or a physical phenomenon. Secondly, there is the problem of measurement. While a unit of length may be defined as the distance between two lines

inscribed on an particular metal bar, the problem of devising a means for accurately measuring and replicating the distance remains. To increase accurate repetitions of measurement, the conditions under which the measurement takes place must be specified. In physical standards, in addition to the problem of measurement, is the fact that the constants may not prove to be as constant as originally thought.

The use of scientific standards and references offers several useful lessons for the anthropologist. A totally arbitrary reference point like the surveyor's datum is difficult to achieve. Even if one uses a totally random means of selection, there is always the risk that in the process of analysis we may unwittingly assign an analytical priority to the reference point. If this occurs, one runs the risk of assigning an analytical priority to a structure that is by its nature inappropriate. On the other hand, if one accepts the necessity of assigning an analytical priority to a reference point, then there is the obligation to explain this assignment.

There are two main types of considerations that effect the selection of a reference point: structural considerations and extra-structural considerations. This division parallels the distinction made by De Saussure between *langue* and *parole*. That is, there exists a class of features empirically describable and external to the structural analysis. In linguistics this separation is most carefully applied in the distinction between phonology and phonetics. The stylistic variants of a phoneme can be described empirically but these variants are external to the phonological analysis. However, these extra-structural features cannot always be ignored.

In comparisons based on structural analysis there is a preference for selecting the reference point in terms of the analysis. Thus, the reference structure may be either elegantly simple or deviously complex, depending on the analytical procedures to be used. The analysis can be based on an expansion of the simplest structure or the decomposition of the most complex. Or, the selection can be based on the problems of exposition, i.e., in one example the structure is more easily perceived. Lévi-Strauss' reference myth posed "problems of interpretation that are especially likely to stimulate reflection". (Lévi-Strauss, 1964, p. 10; 1969, p. 2).

However, there may be features present that are not part of the structural analyses of the individual structures but cannot be overlooked. Foremost among these extra-structural considerations are historical, geographical and sometimes philological features. When the data are

based on manuscripts, as is the present case, such features are so prominent in the data that they cannot be ignored. For example, when two structures are derived from two texts which are well dated these dates cannot be ignored. The formal property of a transformation between two structures is that there is no direction implied. Thus, the transformation from A to B is formally equivalent to that from B to A. If we know from the manuscripts that structure A is earlier than structure B then we must consider the transformation as unidirectional from A to B. To argue the equality of direction when accurate historical information is available is to be anti-historical. Philological analysis also has a decisive influence in choosing between alternative reference points. If it can be demonstrated that part of one text was copied from another earlier one, then the analysis must take cognizance of this feature. In both cases, historical and philological, the use of the extra-structural information lends credence to the analysis. Thus a transformation between an earlier and a later structure involving a direct knowledge of the former by the makers of the later structure (as demonstrated by philological analysis) is more than an analytical device. It has a strong empirical reality. Thus a reference point can only be based on structural considerations when there is a demonstrable lack of extra-structural features that could seriously effect the significance of a series of comparisons.

While scientific standards have a distinction between the absolute reality of the standard and the problem of measurement, anthropological reference points have a parallel distinction between empirical reality and analysis. In most anthropological studies based on participant observation this distinction is difficult to discern if it can be made at all. However, in the present analysis based on textual material the distinction can and, indeed, must be made. On the one hand, the reference point is the text itself, i.e., a particular physical entity. On the other hand, there is the structural analysis of the text. Two separate analysts can at different times examine the same text and prepare analyses. In both cases the thing examined is identical, a condition which is impossible when analyses are based on field work. A specific manuscript may be different from another only because of errors made by the scribe while copying the text. A structural analysis based on such scribal errors is worthless. The analogous problem with oral tradition is more problematical. The difference between two versions of the same myth may derive from simple lapses of memory or from bricoleurean embellishment on the part of the narrator. The latter is an appropriate

object for structural analysis; the former is not. Each text to be analysed presents this problem in a greater or lesser degree. Even when only one copy is available scribal errors become apparent by ungrammatical structures or *non sequiturs*. Thus every law that is analysed may have a reference text. When possible this will be the earliest complete edition. Unlike traditional philological analysts I will not try to construct a hypothetical original text.

While every law may have a reference text, the total analysis may have only one reference point: the reference law. The structure based on this reference law is the reference structure. Like every law the reference law also has a reference text. While the question of reference text is important for every law, it is most crucial with respect to the reference law. Thus, a reference text should be selected so as to minimize the problems concerning the origin of the text. Indeed, the quality of the reference text is the final criterion for selecting a reference law. Thus a particular law may be ideal from both structural and extra-structural points of view but the text itself may be of such doubtful provenance that it cannot be used. While the structural and extra-structural features of the reference law will emerge in the course of the subsequent analysis, the nature and origin of its reference text must be examined explicitly.

The Reference Law

The English name of the reference law for this study is "A Code of Laws as established by the Pangerans' Court at Fort Marlborough, collected by Henry Robert Lewis, Esq., of the Bencoolen Civil Service, and late magistrate". The law also has a Malay title "Undang[2] adat lembaga melayu yangdipakai oleh raja dengan penghulu dalam negri bengkehulu kota malbera yang dimuafakatkan oleh Henry Robert Lewis Esquire Magistrate". The text is dated 12 Nobember 1817 and was printed by Cox and Baylis, 75 Gt. Queen St., Lincoln's-Inn-Fields in 1821. These were the same people who printed Marsden's *Dictionary of the Malayan Language* in 1812, and Marsden's *Malayan Grammar,* also in 1812. Thus they were not inexperienced in printing Malay written in Arabic characters. In fact the type faces used for Marsden's dictionary and the *Code of Laws* are remarkably similar. The text was signed by Henry Robert Lewis who apparently arranged for the printing. Thus with only a four year gap between the signing of the original document and the printing of the book we can be reasonably certain that the copy of the original text that was used to prepare the printed edition was

a faithful copy in the possession of one of the signatories to the original document. Further, the fact that it was printed by an experienced firm increases the likelihood of accuracy. Unfortunately, the book is very rare. When L. W. C. van den Berg prepared his translation, which was published in 1894, he was unable to find a copy of the book in Holland. Thus, his translation was based on two manuscripts. It was only after the publication of this translation that the Koninklijk Instituut voor Taal-, Land- en Volkenkunde received an offer of a copy of the book from J. Walland in a letter dated 11 January 1895. Indeed, manuscript copies of the text seem to be more plentiful than the book. For example, Van Ronkel's supplement catalogue of the Malay manuscripts in the Leiden University Library lists three copies (Van Ronkel, 1921, Nos. 128, 129, 725**). However, the most interesting manuscript copy of the text is in the Malay manuscript collection of the Koninklijk Instituut (M-XLV, Cod. 210, Or. 94). The manuscript was sent from Bengkulu on 14 March 1883 and receipt was acknowledged at the 24st board meeting of the Institute on 19 May 1883. However, the manuscript is not a copy of another manuscript but a copy of the printed book. There can be no doubt of this because very assiduously included in cursive writing is the phrase "Printed by Cox and Baylis, 75 Gt. Queen Street, Lincoln's-Inn-Fields". With an amazing attention to detail the pagination of the original is preserved. The text itself is a fine example of caligraphy in a classic style. Unfortunately, this attention to the visible aspects of form do not extend to the content. In short, it is not a very accurate copy of the text itself. This manuscript demonstrates several things about the *Code of Laws* in particular and Malay manuscripts in general. At least one manuscript and possibly others were prepared from the book, thus destroying the normal assumption that manuscripts ante-date the book. This fact, together with the above information on the book itself, underscore the acceptability of using the book as a reference text. Secondly, the manuscript and book provide us with one of the rare occasions of checking on scribal accuracy. From Aeckerlin's letter we know that the manuscript was based on the book itself and not a copy of a copy. Thus we have the original that the scribe used and his copy, and need not be concerned with errors creeping in after successive recopying. That is, all the errors are the errors of a single scribe. Further, because of the existence of so many errors in such an otherwise so carefully copied manuscript we know that the Secretary of the Residency, who might normally be expected to check the copy against the original, did not do so even for a copy he intended to be used for scientific

purposes. We can expect, therefore, that manuscripts almost always contain some errors due to scribal practice. The most common are repetitions and omissions, especially those based on homoeoteleutons.[1] This type of error is almost always present in manuscript material which deals with copies and not originals. The error is analogous to the problem of inaccurate memory of fieldwork informants.

In addition to the original sources there are two Dutch translations of the text. The earlier was published in the first volume of *Het Regt in Nederlandsch-Indië*. The translation itself was prepared by J. P. B. de Perez who had sent it to the government in 1839. The government in turn had forwarded it to a commission in charge of the revision of legal institutions. According to the governmental almanacks for 1835-1838 De Perez served in Bengkulu as Assistent Resident and by virtue of this position was also president of the Pangeran's Council. Thus the translation was prepared in Bengkulu by someone familiar with local legal practices. Since this translation contains material not in the original text it is not suitable for analytical purposes. However, because it is based in part on De Perez' experience in Bengkulu between 1835 and 1839, this translation can more appropriately be used to gain insight into legal interpretation at a period twenty years after the preparation of the original document. This translation received a fairly wide circulation. The journal *Recht en Wet* published Fasals 38, 39, 40, 41, 42 and the concluding paragraph with only very minor changes (1882, Afl. 2, pp. 68-71). The editors admit that it is a secondary source but report that they came across the material in the *Soerabaijasch-Handelsblad* and make no mention of De Perez' name. Further, Van Vollenhoven only cites the De Perez article as a translation of the *Code of Laws,* electing to omit mention of the translation by L. W. C. van den Berg (Van Vollenhoven, 1918, p. 272).

In 1894 Van den Berg published "Rechtsbronnen van Zuid-Sumatra" as Vol. 43 of the *Bijdragen tot de Taal-, Land- en Volkenkunde*. He translated four legal documents from Bengkulu, one from Palembang and one from Jambi. One of those from Bengkulu is *A Code of Laws*. In addition to the translations, the Malay texts, in Arabic script, were also published. Because of the rarity of the book *A Code of Laws* Van den Berg was forced to work from two manuscript copies of the text. One of these manuscripts was that sent to the Koninklijk Instituut by J. A. Aeckerlin. In the process of preparing the texts for publication Van den Berg substantially revised the spelling and made it conform to standard usage. It was through this revision of spelling that he made

his one serious translation error in the second half of Fasal 25. However, the correct form is duly indicated in a footnote (Van den Berg, 1894, p. 215). With this one exception the translation is suitable for most anthropological purposes, insofar as any translation is suitable. Further, his extensive notes provide a most useful guide to reading the original. And, the spelling revisions are likewise useful as a time-saving aid for puzzling through some of the more difficult passages of the original *Code of Laws.* Apparently basing his opinion on C. A. van Ophuijsen's criticism (Van Ophuijsen, C. A., 1896) of the Jambi portion of "Rechtsbronnen van Zuid-Sumatra", Van Vollenhoven's labeling of the translation of all six documents as "unreliable" (min betrouwbaar) (Van Vollenhoven, 1918, p. 106) is perhaps unfair. But when he lists the De Perez translation as the sole translation, an error repeated in the *Adatrechtbundels* (VI, 1913, p. 281), he is dangerously misleading. Further, Van Vollenhoven's preference for the Jambi law, which is substantially different from the others, sheds light on his conception of adat law.

Contemporary Sources as Textual Aids

While translations are always an important aid in understanding texts, contemporary material is often more useful. With sources dating from the same time as a specific text, one need not be concerned about material of more recent origin finding its way into the analysis, as for example, the De Perez translation. This is a frequent problem in anthropological analysis. A statement by an informant about the past is more often a justification of the current state of affairs than an accurate historical statement. The first, and only, volume of the "Proceedings of the Agricultural Society established in Sumatra" was published in 1821 in Bengkulu. While this source contains a wealth of information useful in constructing statistical models, there is much less material that is relevant to a structural analysis of the *Code of Laws.* While there is no substantial discussion of legal material that would be useful in reading and analysing the *Code of Laws* there are some passing references to the *Code* which was probably not yet available locally in published form. For example, in the "Substance of the Report": "it will appear rather singular that the most complicated part of their code should be what relates to marriage-contracts and debts" (Proceedings II, p. 19 f.). It is this "most complicated part" that forms the basis of the structural analysis of the code.

The Proceedings reveal a somewhat ambivalent attitude on the part

of the members of the Society towards the native population. Raffles recommends that the members "abandon all former opinions on the incorrigible laziness of the people" (Proceedings I, p. xi). He may have been commenting on opinions like those of Messrs. Jennings, Lumsdaine, and Presgrave who describe the native populations as "proud, mean, corrupt, treacherous, deceitful and prone to lying, filthy in their persons, devoid of honesty... tenacious of their old institutions, suspicious of strangers... indolent and lazy, greatly adverse to manual labor (sic) ... and skilful in the preparation of poisons which give to the victims of their malice a sudden or lingering death" (Proceedings A, p. 17).[2] These weaknesses notwithstanding, a discussion of the state of the population as a demographic entity offers insights into the cummulative effects of the use of their marriage system.

In contrast to the limited usefulness of *The Proceedings* as a textual aid, there is the extremely important manuscript entitled "A Commentative Digest of the Laws Of the Natives of that part of the Coast of Sumatra, immediately dependent on the Settlement of Fort Marlborough and practised in the Court of that Presidency". The manuscript is in the possession of the Adatrecht Stichting and was published in Adatrechtbundel VI, 1913, pp. 281-321.[3] The manuscript is clearly a copy of another document in that it stops suddenly in mid-sentence. The editors of *Het Regt in Nederlandsch-Indië* either had this manuscript or another version in their possession and had decided to publish a translation of it. However, they acquired the De Perez translation of the *Code of Laws* and found the contents so similar that they elected to publish the De Perez material instead (De Perez, 1849, p. 284). The manuscript bears no date. However, the editors of the Adatrechtbundel place the date at about 1807. This dating is based on the phrase "the orders of the Government in 1806", thus confirming that it was not written before 1806. Part of the watermark bears the inscription "J. Whatman 1823" but this only serves to date this particular copy as being prepared later than 1823. On the one hand, the manuscript contains material very similar to the *Code of Laws*. However, it is neither a direct translation nor does the sequence of topics discussed follow that of the *Code of Laws*. Since the text displays such intimacy with legal procedures and legal concepts the author would have most certainly mentioned the *Code of Laws* if it was in existence. Thus, it was most likely written before 1817. The editors of the Adatrechtbundel offer no assistance as to the manuscript's authorship. Bastin (1965, p. 193) assigns it to H. R. Lewis. I am prepared to accept Bastin's

assignment of the authorship. Thus this manuscript was probably written by one of the signatories to the *Code of Laws* and because it antedates the *Code* it is in some sense a rough draft of the later and more important text. Even if the text was not written by Lewis himself, it was most certainly written by someone at least as familiar with native legal thought as he was.

In addition to these sources, William Marsden's work, while not exactly contemporary, provides much useful textual assistance. His classic work *The History of Sumatra* had three editions as well as translations into German and French. The first edition was printed in 1783, the second in 1784, and the revised and enlarged third edition in 1811. Though the first edition contains some information that was removed in the third, the third edition is the most useful. Of patricular importance is the addition of a set of laws for Manna dated July 1807 provided by John Crisp. Further, the excellent reprinting of the third edition (Marsden's History, 1966) makes this the most accessible for scholarly research.

Marsden spent eight years in West Sumatra, departing before his twenty-fifth birthday. Referring to his appointment as Secretary he writes "my official situation, whilst it required a competent knowledge of the general language of communication [Malay], afforded me much practical acquaintance with the criminal law" (Marsden's Memoir, p. 15). Even before he began to seriously collect material for his book he "omitted no opportunities of making remarks on, and enquiries concerning, whatever was striking in the production of the country, or peculiar in the manners of the natives" (Marsden's Memoir, p. 15). These official opportunities, coupled with a natural curiosity and thoroughness, led to a book rich in detail. Moreover, his youthful enthusiasm was balanced by an unwillingness to embroider upon his data with fanciful speculation (cf. Bastin, 1966, p. vii). The most important specific contribution that the book makes for an understanding of the *Code of Laws* is the inclusion of a set of "Rejang Laws" collected by his brother John in April 1779 at Lais. William Marsden not only included the text but wrote a detailed account of the material that not only elaborated on the text but added new material, thus elucidating the already useful text. In addition to his own observations and those of his brother, Marsden was obviously influenced by native informants. Marsden selected the Rejang as his "standard of description" for the entire native population of Sumatra. Among other reasons for the choice he writes "my situation and connexions

in the island, led me to a more intimate and minute acquaintance with their laws and manners, than with those of any other class" (Marsden's History, 1811, p. 43). One source of this familiarity was undoubtedly his brother John's position in Lais from 1775 to 1779 (cf. Wink, 1926, p. 127). He was also most certainly influenced by his personal contact with the Pangeran of Sungai Lemau. In 1833 the Pangeran died when he was one hundred years old (Raffles says he was 78 in 1818) (Bastin, 1965, p. 170) having held this position as Pangeran for seventy to eighty years (Wink, 1924, p. 2). Thus the Pangeran's reign extended through Marsden's stay and well beyond the writing of the *Code of Laws*. The Pangeran's name was Linggang Alam, one of the authors of the *Code*. Of special interest is the fact that though he was a Rejang he spoke both Malay and Rejang "with equal facility" (Marsden's History, 1811, p. 42).

While the enduring value of Marsden's *History of Sumatra* is generally recognized, his *Dictionary of the Malayan Language* is often considered of only historical importance. However, since the material that Marsden did not draw from earlier sources, was for the most part collected in Sumatra (Voorhoeve, 1955, p. 4), it acquires special significance in the present context. First, its publication in 1812 meant that Lewis was undoubtedly familiar with the book, if he did not actually use it in preparing his text for publication. Indeed, it may have been the dictionary that led Lewis to select Cox and Baylis as printers for the *Code of Laws*. Further, since Marsden learned Malay from his brother and improved his own skills in the Bengkulu area (Marsden's Grammar, p. xlix), many entries should reflect this local usage. Indeed, in the course of preparing the manuscripts of this study for analysis, I have often found that I was either referred to Marsden by other dictionaries or I could only find the solution to a particular textual problem in Marsden's work. Thus, in the course of time, I came to regard Marsden's dictionary as a specialist work referring specifically to Sumatra[4] like Helfrich (1904, 1915, 1921, 1927, 1933) or Van den Toorn (1891, 1899) and not a more general work like Klinkert (1947), Wilkinson (1932, 1959) or Von de Wall (1877-84). Thus, it is not inappropriate to consider the dictionary as making an important contribution to our knowledge of Middle Malay, especially in its high style.

This discussion of contemporary works and other material available at the time that the *Code of Laws* was written has ostensibly served as a discussion of textual aids. However, it has also served to focus attention on the high standard of scholarship at the time. As a result, one need

not be confined to an examination of personal memoirs or travellers' shallow accounts but can study Marsden's excellent systematic collection of data. While Marsden's writings provide a valuable source for modern scholars, his influence on his contemporaries must not be overlooked. Due to the sheer bulk of detail his work was bound to be influential. However, because Marsden so carefully refrained from speculation and system building, one does not find subsequent writers using his material in trying to make their data conform to a dated analytical framework. On the contrary, Marsden's influence was a positive one, underscoring the idea that Sumatran customary law was a legitimate object of study. Though Marsden cites the "splendid example" of the Governor-General of Bengal (Mr. Hastings) as the originator of the idea to compile laws for administrative purposes (Marsden's History, 1811, p. 218) it was Marsden himself who focused attention on Sumatran laws not only as an administrative tool but as a scholarly end in their own right. Thus the standard he set undoubtedly influenced local people not only to collect laws for administrative purposes, but to strive for completeness and accuracy and to publish the results. Thus Marsden is not only a directly usable source, but his influence helped to assure the collection and preservation of other contemporary data.[5]

The Signatories to the Reference Text

On the twelfth of November 1817 four individuals signed the *Code of Laws*: Pangeran Linggang Alam, Pangeran Raja Khalipa, Daeng Mabéla and Henry Robert Lewis. While a complete historical account of these personages is not necessary for present purposes, brief character sketches of their personal situations provide an interesting background to the writing of the text. The official order of precedence in the court was Pangeran Linggang Alam, Pangeran Raja Khalipa, and Daeng Mabéla (*Commentative Digest,* p. 286). Lewis as Magistrate officiated as Company Representative when the Resident at Fort Marlborough elected not to be present. However, neither the Resident nor the Magistrate had a "voice in any decision whatever" (*Commentative Digest,* p. 286). This official situation notwithstanding, the real authority was shared by Lewis and Daeng Mabéla. This was so much the case that in 1817 a Pangeran of Krui had the impression that the two were the tuan-tuan at Bengkulu (Kathirithamby-Wells, 1973, p. 252). Lewis was a Eurasian. His father was a Lieutenant of Artillery in the Company's service; his mother an Indonesian. He was the eldest of three sons, William Thomas and Charles Richard being his younger

brothers (Bastin, 1965, p. 177 f. note). In addition to serving as magistrate he apparently indulged in some interesting activities as sub-treasurer. The journal of Thomas Otho Travers provides the details: "July 1818... On the 17th we began to suspect there would be a very considerable deficiency, and on the 22nd of the month, having finished counting, we found that in place of 451,000 there were only 291,000, thereby leaving a minus of 160,000 [dollars] being upwards of £ 40,000 sterling... The general books were looked over carefully but no trace of error could be found, and the suspicion was most natural that Mr. Robert Lewis, the sub-treasurer, was no less than a robber of the Company's treasure" (Travers, p. 98). He had remained in Bengkulu until the 15th of June, when because of sickness he was obliged "to change the air". Other than this Travers is kind in his assessment of Lewis. "Yet to such a man there was difficulty in attaching suspicion. His character for honesty was very high, his carelessness for money proverbial. He had enjoyed some of the best situations under Government... to appearance he was without exception one of the most liberal, generous, open-hearted men I have ever met" (Travers, p. 98). In 1828 the Company sued to recover the money but the "Company was non-suited on a technical point" (Bastin, 1957, p. 98 n).

Daeng Mabéla, like so many of his countrymen abroad, was able to rise to a position of considerable power by skilful manipulation of both the English and indigenous authorities. The following account is based on his own version of his family history written when he was 34 (Winter, 1874). Daeng Marupa, the younger brother of the prince of the village Benteng in the district Tuajo in the Celebes, having had a dispute with his elder brother over the conduct of a local war departed for Java. Once at sea, however, he changed his mind and decided to go to Bengkulu. But arriving in the vicinity of his destination, he met a severe storm and was driven to Indrapura where he settled. There a son was born: Daeng Mabéla. In the meantime, there was great instability at Bengkulu. The Pangerans of Silebar and Balei Buntar (Sungai Lemau), having heard that the English Company had a factory at Bantam, requested that the English settle in Bengkulu. No sooner had the English moved than they ran into many difficulties in controlling the local population. Therefore, the Company sent an invitation to Indrapura requesting that Daeng Mabéla come to Bengkulu and become the Company's ally. The Company then sent him to the "land of the Buginese" to recruit soldiers. When they arrived back in Bengkulu a Bugis Corps was formed with Daeng Mabéla as Captain. A contract

was drawn up containing several interesting provisions. First, he swore never to take up arms against the Company. If an enemy approached from the interior, the Buginese were obliged to attack first while the Company remained behind. If, however, an enemy appeared from the sea, then the Company would attack while the Buginese formed the rearguard.

Daeng Mabéla had a son Daeng Makuleh who succeeded him in office. Daeng Makuleh married the daughter of Pangeran Mangku Raja of the village Balei Buntar (Sungai Lemau). Shortly after the marriage the Pangeran announced to all the village heads and foreigners that Daeng Makuleh was his son-in-law. He also proclaimed that his daughter had the rights of a son and by doing so had recognized Daeng Makuleh as his son (this is obviously a reference to ambil anak marriage, i.e., it is an institutionalized form of marriage and not a "fictive" relationship). Afterwards, the same Pangeran made an agreement with the Pangeran of Jengalu (Andelas Silebar) by which Daeng Makuleh was made Penghulu of all the foreigners and their descendants. Further, he received the authority from the English Company to appoint the four Datos of Bengkulu as well as a salary of five reals per month. Daeng Makuleh had a son by the daughter of Pangeran Mangku Raja: Calo Bangkahulu Daeng Marupa who succeeded his father. Daeng Marupa had a son Daeng Mabéla, the last captain of the Buginese Corps and the signatory of the *Code of Laws*.[6] Though they suffered temporary reverses the power of the Buginese rose steadily until Raffles conceived a system of local government in which their position would correspond to that of the Regents of Java (29 June 1818) (Bastin, 1965, p. 169). This ascendancy is all the more remarkable when one realizes that Daeng Mabéla himself was severely implicated in the murder of the British Resident Thomas Parr on the 27th of December 1807. The matter had not been conveniently forgotten by 1818 for an entry in Travers' Journal for August 1818 reads "it is said... that this man [Daeng Mabéla] who has the most influence in the place, was the chief mover in the plot. Of the fact, I have not the least doubt myself. However, it will not be possible to bring it against him now, and he must, through policy, [be] set the judge to pass sentence over criminals with every chance of never having a culprit before him half so deserving the gallows as himself" (Travers, p. 102). Though he had to be dismissed by Parr, the Acting Resident W. B. Martin took the extraordinary step of recalling Daeng Mabéla (cf. Bastin, 1965, p. 102 f. for a comment on the Bugis by Martin himself). "An order was given to burn and destroy

every village within a certain distance, and the work of devastation was carried on as if it were intended to place the future security of the settlement in surrounding it with a desert" (Lady Raffles, 1830, p. 320 f.). And this was done by the one who was for a long time afterwards considered the "prime mover" in the plot (cf. Kathirithamby-Wells, 1973, p. 257).[7] Thus, although the Buginese were an alien element to South Sumatra, they successfully manipulated their position as middlemen between the English and the indigenous population and managed in the process to accumulate considerable political power. The Dutch commissioners for the taking over of British Possessions (De Commissarissen ter Overname der Britsche Bezittingen) found that the Buginese were as alien to the native population as Europeans and that "these officers, both themselves and their followers, were always difficult and dangerous subjects for the police" (Van der Kemp, 1894, p. 530). Daeng Mabéla died in Bengkulu in August 1832.

We also have a brief account undoubtedly from Pangeran Linggang Alam concerning the origin of his title (Marsden's History, 1811, p. 212). The father of Pangeran Mangku Raja had originally borne the name Baginda Sabayam. Before the arrival of the English the the southern coast of Sumatra had been dependent on the King of Bantam. Yearly the king's lieutenant (jennang) had visited Silebar or Bengkulu to collect pepper and fill vacancies by confirming the proatins in their appointments. "Soon after that time, the English having established a settlement at Bencoolen, the *jennang* informed the chiefs that he should visit them no more, and raising the two head men of *Suñgey-lamo* and *Suñgey-itam* . . . to the dignity of *pañgeran,* gave into their hands the government of the country, and withdrew his master's claim" (Marsden's History, 1811, p. 212).[8] According to J. A. W. van Ophuijsen (1862, p. 195) the line of succession was Tuanku Pangeran Raja Muda (formerly Baginda Sabayan c.f. Wink, 1926, p. 66 n), Pangeran Mangku Raja, Pangeran Mohamad Sah I, Pangeran Linggang Alam and Pangeran Mohamad Sah II. All of the successions were from father to son with the exception of Pangeran Linggang Alam who acquired his title from his mother's brother. This is presumably based on an ambil anak marriage of his father to Mohamad Sah I's sister. This genealogy is especially significant because the Daeng family, among its other political aspirations, claimed this title as their own (*Proceedings,* A, p. 16). The claim is based on the marriage of Daeng Makuleh to the daughter of Mangku Raja. From the information available it is relatively easy to reconstruct the various arguments. Apparently the son

of Mangku Raja had no offspring who could inherit his title. The family history of the Daengs, as told by Daeng Mabéla, says explicitly that the marriage of Daeng Makuleh to the daughter of the Pangeran was an ambil anak marriage which entitled him to have a claim on the title. However, from the Van Ophuijsen genealogy it is equally clear that the mother of Pangeran Linggang Alam married by ambil anak, thus forming the basis of his claim. Both claims are thus founded on a principle of matrilineal succession.

An opposition of claim and counterclaim must have a basis of agreement. In this case both versions agree that at least one daughter of Pangeran Mangku Raja married by ambil anak. From the Pangeran's version it is clear that the Pangeran had a son who inherited his title, i.e., Mohamad Sah I. The genealogy indicates neither marriage nor descendants of Mohamad Sah I. This could be due to a variety of reasons. He either never married or married by jujur but had no children or had children but they were not acceptable titular heirs. Therefore the title passed through one of his sisters to one of his sister's sons. The point of dispute is which sister was entitled to pass the position of Pangeran to one of her sons. There are several means by which Daeng Mabéla's claim could have been presented. He could have asserted that Pangeran Mangku had only one daughter and that this daughter married Daeng Makuleh. This involves the assertion that Pangeran Linggang Alam, the actual holder of the title, had no genealogical basis to his title at all. A more plausible claim would be that Pangeran Linggang Alam's mother had married by jujur and not ambil anak, thereby isolating herself and her descendants from her father and his descendants. This may have happened but if it did the amount of money involved as brideprice would have been considerable and would have almost certainly resulted in a debt, thereby giving the marriage a second institutional basis. A third option would be to admit that the other daughter was married by ambil anak but to dispute the relative age of the two daughters, the eldest being able to transmit the title. Unfortunately, we only possess the positive assertion of Daeng Mabéla that it was the eldest daughter (*Proceedings,* A, p. 16) and that she was married by ambil anak (W(inter), 1874, p. 118). He could either be implicitly denying the ambil anak marriage of Pangeran Linggang Alam's mother or her age relative to her sister. Of special importance is that while there were undoubtedly other marriages between the two families the specific claim to the title attacks the Pangeran's lineage at its weakest point. The weakness is not only the matrilineal link but

also the position of Mohamad Sah I. If Pangeran Mangku Raja only had daughters the lineage would have been stronger. Daeng Mabéla's claim notwithstanding, the Pangeran retained his title until his death in July 1833 with his eldest son "Radja Poetoe Nagara" taking over his duties (Francis, 1842, p. 428). By a governmental decision dated 3 August 1836 "Radja Poetoe Nagara" acquired the title Pangeran Mohamad Syah (Sah?) (Van Ophuijsen, 1862, p. 195).

Pangeran Raja Khalipa is the least well known of the signers of the *Code of Laws*. His title as Pangeran of Sungai Hitam is said to date from the same time as that of the Pangeran of Sungai Lemau (Marsden's History, 1811, p. 212). In 1833, according to Francis (1842, p. 424), Sungai Hitam contained forty-two villages with a population of 4,122 compared to the 143 villages and 12,817 people of Sungai Lemau. Appendix B and Appendix C of *The Proceedings of the Agricultural Society established in Sumatra* present reports on Duabelas and Lumba Selapan, both of which were subservient to the Pangeran of Sungai Hitam. Appendix B gives the population of Duabelas as 2,096 people in twenty-two villages; while Appendix C gives the population of Lumba Selapan as 1,972 people in sixteen villages. The total of 4,068 people in thirty-eight villages when compared to the figures of Francis suggests that there was little more to the territory of the Pangeran of Sungai Hitam than Duabelas and Lumba Selapan, even though Francis lists four districts.[9] Fortunately, the reports in *The Proceedings* give accounts of the nature of the relationship between the Pangeran of Sungai Hitam and the Districts Duabelas and Lumba Selapan.

The people of Duabelas, according to their own account, originally came from "Trawass and Lakitan" in the Musi country which was under the control of the Sultan of Palembang. Fleeing from their own lands they sought the protection of the Pangeran of Silebar who gave them new lands, which they held until the time the report was written. "They continued nominally under the rajah of Sillebar until the chief had no longer the semblance of authority or even respectability. They then voluntarily gave themselves over to the authority of the Pangeran of Soongy Itam" (*Proceedings,* B, p. 10). In addition to this mythical charter accounting for their origin and their political position in the Bengkulu region, the same people also provide an account of the origin of the Pangeran's title. According to local tradition the Pangeran is descended from the adopted son of "Bagindo See Bejam", who controlled the territories bounded by the Bukit Barisan, the Bengkulu River in the South and "Songy Jerangye" in the North. As a reward for good

conduct the king gave his adopted son the title of "Dupaty Khalippa Raja". When the English arrived the Proatins of Duabelas requested that "Dupaty Khalippa Raja" be given the title of Pangeran which he received (Proceedings, B, p. 11 f.). This story contradicts that of the Pangeran of Sungai Lemau who asserted that the titles were given by the Lieutenant of the Sultan of Bantam on his last visit to the region (Marsden's History, 1811, p. 212).

The relationship between the Pangeran and Lumba Selapan is worked into the origin myth of the region. While contributing little to our knowledge of the Pangeran, the account uses a numerical system which occurs very frequently as a logical basis of many structures within the various law sets. The people of Lumba Selapan are the descendants of the followers of "Tuan Shaick Abdool Sookur". They migrated there from the villages of "Tannah Preoh(?)" and "Tabat Pinging" both on the Kalingi River (Palembang). They finally settled in four villages, after which Tuan Shaick died "being worn out with age and fatigue". After this death "his followers divided themselves into eight portions, each headed by a chief and fixed on different spots for erecting villages; [the four original villages, plus four new ones] ... Sometime after this division of the tribe, the supreme authority was by the Sultan of Palembang vested in the family of the present Pangeran of Soongie Etam" (*Proceedings,* C, p. 4). Unfortunately, the authors of the report were unable to ascertain the reason for this investiture. The four-eight system of the story was apparently of considerable social importance. The "General Census of the Population" accompanying the Report lists sixteen villages, implying another division by two. Especially worthy of note is the fact that the sixteen, while obviously an extension of the four-eight system of the myth, was an empirical reality and not merely a conceptual notion. Thus while both of these stories testify to the Palembang origin of the people of Duabelas and Lumba Selapan, the details of the relationship to the Pangeran of Sungai Hitam are less clear. Further, they contradict the version given by the Pangeran of Sungai Lemau on the origin of this title.

The Pangeran died in September 1829. In 1833 his position was still unfilled. The district was to be ruled by his three sons until they could decide among themselves who was to be their father's successor (Francis, 1842, p. 430). However, the Governmental Almanacks for 1830-1834, with their desire for order, list Pangeran Raja Khalipa as the "Regent van Soengei Itam". The obvious squabble between the brothers even effected our knowledge of the origin of the title. The title was ultimately

acquired by "Bangsa Negara". But *one* of his *older* brothers, Raja Khalipa, appropriated the family papers, claiming that he had more right to the title. And because it was said that the papers were "lost", accurate information is not available (Van Ophuijsen, 1862, p. 196). Despite the lack of the definitive family papers Van Ophuijsen was able to collect a genealogy which asserts that the Pangerans of Sungai Hitam are the descendants of one "Toean Kasoeanda" from Madjapahit. However, a second version current was that the same "Toean Kasoeanda" came from Palembang and established the village of Sungai Hitam (Van Ophuijsen, 1862, p. 196). While one is hampered by the inconsistency of information, the general impression is that the Pangeran of Sungai Hitam was the least important of the four signers of the *Code of Laws.*

This somewhat lengthy discourse on the background of the *Code of Laws* provides much useful information but raises the question as to the appropriate use of such data in the analysis of the text. The background of the individuals involved helps to set the historical scene in which the *Code* was written. It also helps to identify the ethnic origin of the individuals and thereby helps to classify the various ideas presented in the text. However, this type of information is only a supplement to the text and must in no way dominate the analysis. In literary criticism in general such a relationship often exists. What can the knowledge of the personal history of an author contribute to our understanding of the author's work? The risk always implicit in the use of such knowledge is to reduce the work of art to a curiosity. How much can the knowledge of the personal eccentricities of Dean Swift contribute to the appreciation and analysis of *Gulliver's Travels*? A similar problem occurs with the use of contemporary sources. They can be a valuable asset in interpreting incomprehensible passages in a text. When the contemporary sources contradict the text, the contradiction should be noted and the text checked for possible errors. However, these sources must not dominate the interpretation and analysis of the text. Again there is an analogy with literary criticism. While our knowledge of contemporary figures and events may help to identify the figures being satirized in *Gulliver's Travels* and to increase our appreciation of the work, there is a danger of sinking into a morass of trivial detail, thereby losing sight of the structural and artistic features that serve to differentiate the work from a newspaper. Thus the text is the essential and fundamental item of data. By limiting the use of external material to the explanation of particular problems of interpretation, greater

dependency is placed on the text itself. Thus the reliability and accuracy of a text must, in so far as is possible, be established. And further, sufficient caution must be employed to avoid basing an analysis on simple scribal errors. While inaccurate dating, faulty geographical location or incorrect ethnic identification may seriously affect the placing of a text in a comparative framework, these errors need not affect the structural analysis of a particular text. Thus, in conclusion, the data are contained in the text; and other sources, while they may supplement and elucidate this data, can never become a substitute for what is in the text itself.

The Code of Laws

The *Code of Laws* consists of forty-two consecutive numbered paragraphs (fasals), an introduction, and a conclusion. The introduction consists of a brief invocation to Allah and the identification of the laws (undang[2] adat lembago melayu) as those which are used in the district (negri) Bengkulu. The body of the *Code* may be divided into three main sections: Fasals 1-20, dealing with marriage and the regulation of sexual activity; Fasals 21-29, dealing with criminal matters (i.e. murder, theft, etc.); Fasals 30-39, dealing with financial relationships between individuals, including slavery. The last three fasals appear to be a residual category dealing with the suitability of witnesses, guarantors, and the pawning of goods, respectively. The conclusion consists of a short statement that the book was written in order to make the various provisions better known and ends with the date and signatures.[10]

The first structural unit of the *Code* consists of Fasals 1, 2, 3, and 14. Fasal 1 deals with engagement, Fasal 2 with marriage and Fasal 3 with divorce. Though Fasal 1 mentions *semendo* in its title, it is not until Fasal 3 that the full name is revealed as *adat semendo merdahika sama merdahika*. The association of this name with the more frequently occurring *semendo merdika* is suggested by a useful scribal error in the manuscript copy (TLVK, M-XLV Cod. 210, OR 94) of the book. Where the book has *adat semendo merdahika sama merdahika,* the *manuscript* omits the last *sama merdahika*.[11] The conceptual unity of these fasals forces an opposition between this form and the jujur/ambil anak opposition. This opposition to the more basic dichotomy underscores the essential reform quality of this portion of the law. The notion of a reform being opposed to both jujur and ambil anak is most clearly seen in the introduction to the marriage section of the laws collected by John Marsden in 1779 in Lais.

"The modes of marriage prevailing hitherto, have been principally by *jujur,* or by *ambel-anak*; the Malay *semando* being little used. The obvious ill consequences of the two former, from the debt or slavery they entailed upon the man that married, and the endless lawsuits they gave rise to, have at length induced the chiefs to concur in their being, *as far as possible* [my (DSM) emphasis], laid aside; adopting in lieu of them, the *semando malayo,* or *mardīko*; which they now strongly recommend to their dependents, as free from the incumbrances of the other modes, and tending, by facilitating marriage, and the consequent increase of population, to promote the welfare of their country. Unwilling, however, to abolish arbitrarily a favourite custom of their ancestors, marriage by *jujur* is still permitted to take place, but under such restrictions as will, it is hoped, effectively counteract its hitherto pernicious consequences. Marriage by *ambel-anak,* which rendered a man and his descendants the property of the family he married into, is now prohibited, and none permitted for the future, but by *semando* or *jujur,* subject to the following regulations . . ." (Marsden's History, 1811, p. 225).[12]

The initial logic here is that semendo merdika is a substitute for both jujur and ambil anak, replacing the former opposition with a single element. However, the "as far as possible" provision suggests a second parallel logic. While jujur is permitted to exist, ambil anak is abolished. Thus, there is a new opposition in which semendo merdika is opposed to jujur. This remoulding of the opposition is based on the replacement of ambil anak by semendo merdika. In this particular situation the original opposition between jujur and ambil anak involved among other things the simultaneous opposition of patrilineal/matrilineal and patrilocal/matrilocal. However, the form replacing ambil anak and forming a new opposition is matrilocal but not matrilineal. Thus, the new opposition retains at least one feature of the original dichotomy but, at the same time, another feature of the original is lost. This is the logical basis of the reform situation and must not be confused with social reality. That is, the logic of the reform is independent of whether the reform was implemented or not. Indeed, there is evidence suggesting that if the reform, by which ambil anak was abolished, was ever put into effect it was short lived. This evidence is to be found in a manuscript referred to by Van Ronkel as "Oendang-Oendang Lais" (Cod. Or. 12.207) (Van Ronkel, 1921, p. 59). The introduction says that the provisions of the law date "from 1818 up till the present". Some material, which may be additions to the original text, apply

specifically to the Dutch period. Fasal 6 and Fasal 7 of this text are clearly based on Fasal 5 and Fasal 6 of the *Code of Laws.* (The date 1818 establishes the direction of the copying, i.e., Cod. Or. 12.207 is in part a copy of the *Code of Laws* and not vice versa). Fasal 5 of the *Code of Laws* deals with ambil anak marriage. Thus a second code for the Lais region,[13] in use during the Dutch period, and thus at least forty-five years after the Marsden Laws, still refers to ambil anak marriage. While the attempt to abolish ambil anak marriage, and at least partially substitute semendo merdika failed, the logic of the reform is nevertheless valid. Likewise, the opposition of a single form to the earlier opposition is valid. And further, the logic of the laws is independent of the use to which the text was put.

FASAL 1

The title of Fasal 1 is "adat mula[2] mau semendo" (the adat of the first preparations for marrying by semendo). The following is a summary of the main points of this fasal.[14] Prior to a marriage there are two transactions. The first involves the man giving a token (tanda), for example, a bracelet or armband of gold or silver, to the bride or her parents. This occurs after the woman and her parents have accepted the man's offer. A month or so later a second transaction takes place. The man sends a sum of money referred to as the "belanja" or "hantaran", the amount being determined by agreement. In cases of disavowal (mungkir, berubah), the same rule applies in both cases. If the disavowal is from the man his token or money is lost, if from the woman it is returned twofold.

The text itself is not very clear on the meaning and use of "belanja" and "hantaran". The *Commentative Digest,* however, provides the necessary additional information. There are three terms mentioned: "Antar Belanjoe"; "Belanjoe"; and "Antaran", all meaning the same thing: a sum of money.[15] "The object of it being to defray the Lady's Expences" (*Commentative Digest,* p. 290). The difference in usage among the terms is that "Antar Belanjoe" is the most "vulgar" and "Antaran" is the way that the concept is "more politely expressed by the better kind of people" (*Commentative Digest,* p. 290).[16] The text makes no reference to the amount of money involved, however, and the amounts apparently range from one hundred Spanish dollars (reals) to nothing, depending on the rank and personal circumstances of the individuals involved (*Commentative Digest,* p. 291). By the Lais reform dating thirty years earlier the amount was fixed at twenty dollars and

a buffalo, or ten dollars and a goat, depending upon the ability of the person to pay the amount (Marsden's History, 1811, p. 226).

FASAL 2

Fasal 2 is entitled "adat orang nikah hukum dalam kitab Allah" (the adat for persons marrying according to the law in the book of Allah). The person performing the marriage ceremony must be religiously qualified. He may be a prayer-leader (imam), his assistant (khathib),[17] or any religious teacher (malim). He is assisted by two witnesses who must also be malims. The man to be married takes his place before the priest,[18] the woman must not be present. The priest sends the two witnesses to the woman to ask her if she wishes to marry the man. If she replies in the affirmative the witnesses report this to the priest. The man to be married then kneels on his right knee with his left foot forward. The priest then grasps the man's thumb and says "I marry you to so-and-so". The priest shakes the man's thumb, after which the man replies "I marry so-and-so with an *isi kawin* of so much money".

This marriage payment has three names: *isi kawin, emas kawin,* and *caro,* all equally valid. Unless agreed otherwise the *isi kawin* is equal in value to the *antaran.* The money is paid to the woman at the time of the marriage or upon divorce.[19] The fasal concludes with a statement that no matter how large the *pengantaran* is, it cannot be considered a debt because the money is irretrievable (uwang pengantar itu uwang hangsa; the money of the antaran is money burnt).

This fasal contains two main features; a description of the correct marriage ceremony and a discussion of a second marriage payment, the *isi kawin* (literally, the contents of the marriage). While the specific details of the marriage are not very relevant for the structural analysis of this law, the mere presence of so much detailed information is important. While the language of South Sumatran law texts often appears vague, being written in an aide-mémoire style, this passage is unusually precise and contains an inordinate number of relative clauses identifying and re-identifying the various individuals involved.

The exact significance of this second marriage payment is unclear. The *Commentative Digest* offers two different interpretations. "The expences of the Bimbang [feast] on such marriages, are borne jointly by Man and Woman however, and in case of separation by desire of the Man, the Woman's portion of this, called Charroh, must be repaid by him to her. This is in all cases regulated, as equal to the *Antaran*" (*Commentative Digest,* p. 291). But later in the same section: "When the Antaran is paid before or at the time of Neekah, [the marriage] it is called Boontal Kadoot [?], if not paid, it is called Charroh"

(*Commentative Digest,* p. 293). Neither of these explanations can be seen as uniquely Islamic. However, the expression *mas kawin* is often associated with the Islamic *mahr* (c.f. Klinkert, 1947, p. 58; Van den Berg, 1894, p. 278 n; Juynboll, 1930, p. 183). In pre-Islamic times in Arabia the *mahr* was purchase money (c.f. Smith, pp. 96, 106) but in the Koran the conception of purchase is lost and it acquires the meaning of "legitimate compensation which the woman has claim to in all cases . . . the bridal gift is property of the wife; it therefore remains her own if the marriage is dissolved" (Gibb and Kramers, 1965, p. 314). Clearly this association of the *mas kawin* with the *mahr* was the intention of the writers who made specific reference to the Koran in the title.

The logic of the relationship between Fasals 1 and 2 involves the superimposition of two oppositions. First, there is the distinction between the preliminaries leading up to the marriage and the solemnization of the marriage. Given the clear time sequences implied in this ordering, one can generalize the distinction to an opposition between earlier and later. The second opposition between the fasals involves a contrasting of adat and Islam. A superimposition of the two oppositions results in the earlier adat being opposed to the later Islam. Starting with these two basic oppositions a third is developed between the *antaran* and *isi kawin.* The *antaran* is assigned to Fasal 1. This paragraph contains a provision by which the woman must return the *antaran* twofold if she changes her mind. But Fasal 2 says that the money of the *antaran* is irretrievably lost. The implication is that the money may only be returned before the marriage itself. However, external sources and possibly the text itself assert that the payment may be made at the time of marriage. Be this as it may, the *antaran* is completely assigned to Fasal 1, so much so that the word *antaran* occurs only in Fasal 1, while a synonym, *uwang pengantar,* is used in Fasal 2. Further, Fasal 1 mentions *semendo* while this word is totally absent from Fasal 2. The element of Fasal 2 opposed to the *antaran* of Fasal 1 is the *isi kawin.* The association of *isi kawin* with Islam is underscored by the requirement that the payment be made to the woman as the *mahr.* The opposition of *antaran* and *isi kawin* involves placing them in the earlier adat/later Islam opposition. However, the equilibration of the *caro* to *isi kawin* suggests a manipulation. In the *Commentative Digest* the *caro* is related to the expenses of the wedding, and thus belongs to Fasal 2. However, the *caro* does not appear to be uniquely Islamic in any of its implications. Further, the *caro* is not even uniquely

associated with semendo or other matrilocal forms of marriage (c.f. Marsden's History, 1811, p. 228 and Fasal 11 below). In general, where it occurs, the *caro* is the minimum amount that a man must forfeit when he is the cause of a divorce. This either takes the form of an additional payment or a deduction from a refunded brideprice. Indeed in the Oendang-Oendang Tallo (Cod. Or. 12.228) it is equivalent to the difference in brideprice between a widow and a virgin. But Marsden refers to "the *adat charo,* for the damage he has done her" (Marsden's History, 1811, p. 262). The *caro,* thus, in its various meanings usually contains an element of compensation. And further, its frequent association with divorce situations establishes it as occuring after the payment of the *antaran.* While the *caro* involved compensation, the specific implication is not direct compensation to the woman herself as implied by the *isi kawin* or *mahr.* Thus the *antaran* and *caro* were two payments related to marriage with a clear time difference between them that could be manipulated in order to fit the earlier adat/later Islam opposition. In this case there is a strong association of the reform aspects of *semendo* with Islam. However, two distinct notions are present. Semendo forms occur in other texts as mediators between jujur and ambil anak but without any concomitant association with Islam. The identification of the *caro* with the more Islamic *isi kawin* represents a reclassification of older notions to conform with the newer Islamic ones and thus becomes associated with a reform.

Fasal 2 ends with a reference to the *uwang pengantar.* Upon the solemnization of the marriage this money is lost forever. Because this rule of forfeit only applies after marriage it is appropriately included at the end of Fasal 2. On the other hand, the reference back to Fasal 1 where the *antaran* is discussed in detail performs an important structural function. The act of referring back to Fasal 1 breaks the line of continuity established by a description of temporally ordered events and thereby serves to identify Fasals 1 and 2 as constituents of a single structural unit. This feature also indicates that there is some sort of structural discontinuity between Fasals 2 and 3. As we shall see Fasal 3 belongs to two structural entities and the back reference indicates the discontinuity between the two structures. Further, this structural feature divides the structural unit made up of Fasals 1, 2, 3, and 14 into two equal portions. Thus Fasals 1 and 2 form a structural entity based on the unity of their opposition and the structural isolation created by a back reference.

FASAL 3

The title of Fasal 3 is "adat semendo merdahika sama merdahika" (the adat of semendo between two free people). The rules of this fasal apply on the dissolution of the marriage by death or divorce (sarak hidup atau sarak mati). Debts and credits (utang piutang) and jointly acquired property are to be divided equally. Property brought to the marriage (harta pembujangan) and individally acquired wealth returns to the point of origin. Debts that were not acknowledged by both parties remain the responsibility of the individual originally contracting the debt. The woman, however, retains ownership of the house and yard. The children born of this sort of marriage are called *anak semendo* (semendo children). Though the mother's right to a child is considered stronger, the child who has become old enough, may elect to reside with his father. If either of the parents wishes to take the child overseas (menyberang lautan) both sets of in-laws must consent and the rajas and penghulus must also agree. All goods brought to the marriage must be acknowledged by the respective in-laws in the presence of witnesses and the declaration received by a judge. The last phrase of the fasal contains instructions to the reader to consult Fasal 14 (hendaklah lihat dalam fasal 14).

The fasal discusses two matters: the allocation of wealth and the residence of children. The equality of the man and woman is stressed in the allocation of property and wealth relating directly to the marriage. Thus, property, debts and assets acquired jointly are to be divided equally. On the other hand, the individual marriage partners remain separate legal entities. They can own property, acquire new property and contract debts separately. With respect to children, while there is a favouring of the woman, the principle of equal rights also applies. Since the marriage is matrilocal, the child's choice is that of remaining with his mother or going to live with his father. Thus, by maintaining the *status quo* the child remains with the woman. The two notions, the allocation of wealth and the problem of the child's residence are linked by a discussion of the disposition of the house and garden. Since the marriage is matrilocal the house may have been hers or her parent's house. However, even if the house was built by joint effort, the woman retains possession. Thus, the house as the woman's residence may override the rules concerning the house as property.

These rules serve to contrast this form of marriage with both jujur and ambil anak. First, certain categories of goods and wealth may be jointly owned. Second, and more important, is that *both* individuals retain the right to own property separately. This is impossible for the man in ambil anak marriage and the woman in jujur marriage. In

jujur and ambil anak marriage children are assigned exclusively to one family or the other. In this form there is no automatic rule. To the contrary, the final decision is left to the child. And further, even after the child has made his choice, there is a jural restriction placed on the parent with whom he lives (i.e., with respect to travel). Thus the child's choice does not lead to a lineal situation in any way analogous to that of jujur or ambil anak. *Semendo merdahika sama merdahika* is opposed to neither jujur nor ambil anak but is opposed to the opposition between jujur and ambil anak. In this respect the logic of this marriage form is equivalent to the reform logic in John Marsden's Lais laws.

A second logical principle is embedded in this fasal. The marriage is matrilocal; the woman is entitled to keep the house; the woman's rights in the children are seen as stronger. Thus if it were necessary to speak of this form as a special variant of one member of the jujur/ambil anak opposition, it would be a variant of ambil anak. However, when viewed in this manner, it is a greatly attenuated form of ambil anak. The similarity to ambil anak as opposed to jujur is generated by the fact of matrilocal residence. This remoulding of the jujur/ambil anak opposition recalls the second logic of the Lais laws. The clear elemental opposition of semendo merdahika to the jujur/ambil anak opposition is the dominant logic. However, a second structural form is present in which the semendo form is more strongly opposed to jujur and ambil anak. This second logic suggests the direction a developmental trend would be likely to take. The semendo form is more likely to replace ambil anak than jujur if the system were to develop in such a way as to give preference to the stability of a two element system.

FASAL 14

Following the explicit instructions at the end of Fasal 3, the next fasal in this sequence is Fasal 14.

The title of the fasal is "sebab harta pusaka" (concerning inherited property). The fasal describes in detail the disposition of a man's wealth and simply says that the same principle applies to a woman. When a man dies, the costs associated with his death are met out of his property. What remains is divided into two equal portions. One of these is given to his wife. The second portion goes to his children, who share it equally. If there are no children then this share is given to his heirs (waris). The children are obliged to give the "anggun anggun" to the heirs of their father. The amount of this gift is regulated in accordance with the size of the man's estate. If necessary a judge can decide what

is appropriate. It is possible for a testament to be left but to be valid it must be signed by the rajas and penghulus. The fasal concludes with instructions to consult Fasal 3 (hendakla lihat dalam fasal 3 yangketiga).

The *Commentative Digest* describes the "Angoong-Angoong" as follows: "a legacy, generally consisting of a suit or more of complete clothes, proportioned to the substance or Wealth of the deceased" (*Commentative Digest,* p. 293). A note to the De Perez translation offers a slightly different interpretation. The *anggun-anggun* is usually an object from the estate, for example an item of jewelry or a piece of clothing, but may also be a sum of money (De Perez, 1849, p. 267).

Thus in spite of the reference to "sarak hidup atau sarak mati" Fasal 3 is primarily concerned with divorce while Fasal 14 deals with death. The element of equality, as expressed in Fasal 3, is continued and elaborated upon. However, it is significant that the word *semendo* is not used. The links between the two fasals are created by specific references in the text. Furthermore, the direct back reference at the end of Fasal 14 clearly establishes that this fasal is the end of a structural unit.

The four fasals taken together form a logical progression. First, there is the engagement, second the marriage, third the possibility of divorce, and lastly, death. The back reference at the end of Fasal 2 and the cross-referencing of Fasals 3 and 14 divide the sequence into two equal portions. These two blocks are opposed to each other, the opposition being between the formation and dissolution of the marriage bond. At the same time within the blocks each fasal is opposed to its partner. In the first block the fasals are opposed in terms of earlier adat versus later Islam, in the second in terms of earlier versus later and divorce versus death. Thus the structure of these four fasals is based on a hierarchy of oppositions. The abstract structure of this hierarchy can be summarized as follows. A, B, C and D form a structural sequence with a logically determined order. By structural features not directly related to the contents of the four elements (i.e. back and cross-referencing) the sequence can be divided into two blocks of two elements (AB and CD). A and B form one opposition, C and D another. But in addition to being opposed to each other, the elements share a basis of unity that makes the oppositions unique. These bases of unity are in their own turn opposed to each other. Thus A and B is opposed to C and D. Yet this opposition also has a basis of unity which generates the structural unity of the entire sequence.

Having established the structure of these four fasals, there can be no question concerning Fasal 14's place in the sequence. However, Fasal 14 is separated from the others by ten fasals if one uses a normal numerical sequence. While the function of this displacement will be discussed below, an examination of the mechanism of the displacement is appropriate. In Malay, the first ten cardinal numbers are satu(sa-), dua, tiga, empat, lima, enam, tujoh, delapan, sembilan and sapuluh. The numbers between ten and twenty are formed by the addition of the affix "belas", i.e., sabelas, duabelas, tigabelas, empatbelas, etc. Three (tiga) is normally followed by four (empat) but the instructions in the text are to follow tiga not with empat but empatbelas. There is a symmetrical inversion at the end of Fasal 14. Fourteen (empatbelas) is normally preceded by thirteen (tigabelas) but the instructions in the text are to go back not to tigabelas but to tiga. Thus the inclusion of Fasal 14 in the structural sequence is achieved by a manipulation of the number system based on the addition and subtraction of the affix "-belas" in normally inappropriate places.

The reference at the end of Fasal 14 back to Fasal 3 also indicates a return to the normal numerical sequence. Thus in addition to being followed by Fasal 14, Fasal 3 is also followed by Fasal 4.

FASAL 4

The title of Fasal 4 is "Adat semendo bayar utang" (adat of semendo marriage by paying a debt). At the time of the engagement (mau nikah) it is agreed how much of the woman's debt shall be reduced. And then the marriage follows the adat of *semendo merdahika sama merdahika.* However, deviations from the rules of this marriage form may occur if the woman is guilty of severe wrongdoing (amat kesalahan). But if the woman has borne children then she need not pay her debt to her husband.

In this marriage form it is clear that the man marries a woman who is financially indebted to him. The intention is that the man reduce the woman's debt in lieu of a marriage payment. While not explicit the text suggests that the reduction is in the amount of the *antaran.* However, De Perez (1849, p. 260) reports that the reduction is a substitute for the *isi kawin.* The text is sufficiently vague so that it could be a substitute for either or both of the marriage payments.

This fasal, like Fasal 14, contains an explicit back reference to Fasal 3. In this case the reference is not based on a manipulation of the number system but on an explicit reference to *semendo merdahika*

sama merdahika. Thus there is a parallel between the back reference of Fasal 14 to Fasal 3 and the similar reference of Fasal 4 to Fasal 3. The back reference of Fasal 4 to 3 also isolates Fasal 4 from Fasal 5. This structural feature underscores the fact that this is the last fasal directly relating to *semendo merdahika sama merdahika* marriage.

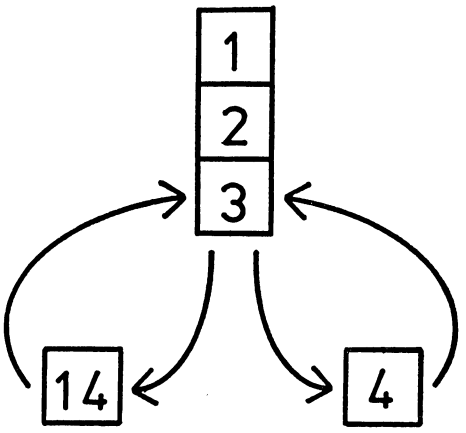


DIAGRAM 2.1

This symmetry notwithstanding, the structure of the block containing Fasals 1, 2, 3 and 14 is the stronger. However, the symmetry of the back referencing establishes Fasals 3 and 4 as a structural entity. But Fasals 3 and 4 are not opposed to Fasals 1 and 2 in a manner analogous to the way in which Fasals 3 and 14 are opposed to the first two. Thus, proceeding from the beginning of the law, one finds a structural unit (Fasals 3 and 4) well established without being certain of the structure to which it belongs. This structure only emerges after reading Fasals 5, 6, and 7.

FASAL 5

Fasal 5 presents an extremely lucid statement on the nature of *ambil anak* marriage. Since this is one of the most important forms of marriage in South Sumatra, it is worth presenting the entire text of the fasal.

5 fasal yangkelima adat semendo diambil anak apabila sarak hidup sarak mati melainkan barang bearapa ada harta benda dan utang piutang tinggal semuanya kepada bapaknya orangyang mengambil anak itu tadi dan oranglaki[2] yangdi ambil anak itu keluar dengan sahelai kain dipinggang demikianlagi kalau ada beranak melainkan anak itu tinggal kesabelah perempuan jua adanya

The fifth fasal, the semendo custom of being married by ambil anak

(passive voice) when there is a dissolution of the marriage by death or divorce, the property, debts and assets, however great they may be, remain completely with the father of the person who marries by ambil anak (active voice). And the man who was married by ambil anak (passive voice) departs with only the single piece of cloth that he wears wrapped around his waist. If there are any children they also remain with the woman or her family, so be it.

In Malay and Indonesian usage *ambil anak* normally means "to adopt a child". This meaning is easily derived from the constituent parts, i.e., *ambil* = take and *anak* = child. The above passage uses both the active and passive forms of the phrase. Thus, *mengambil anak* literally becomes to adopt a child and *diambil anak* literally to be adopted. A noun following a verb in the passive voice is normally the agent. Applying this rule *diambil anak* might be translated as to be taken by a child and *mengambil anak* as to take the child. While these translations are possible, the important symmetrical opposition between active and passive meanings tends to be lost. Indeed, the normal translation as adopting is also doubtful, for when referring specifically to adoption the verb *angkat* is used (c.f. Fasal 13 below). Thus, I prefer to use the expression to marry by *ambil anak* and to be married by *ambil anak* for the active and passive voices respectively, allowing the true sense of the phrase to emerge from its various contexts.

The difference between the active and passive voice of *ambil anak* is extremely important. The man is always the subject of the verb form in the passive voice and the woman or her father is the subject of the verb form in the active voice. Grammatically expressed, the action of marriage by *ambil anak* is something done to the man by someone else. Thus the central notion of the passage could be expressed by the following neologisms: "a man is ambil anak-ed" and "someone ambil anak-s a man".

While this ambil anak marriage is also a type of semendo marriage, it is radically different from *semendo merdahika sama merdahika.* The principle of equality in property or children has vanished. Furthermore, the man has no rights as an individual, for example, he is not responsible for his own debts. While the name of the marriage suggests adoption, the man does not acquire the same rights as a son. And further, if the metaphor of adoption were taken seriously, he would be marrying his own sister. This form of marriage is matrilineal in the extreme and invites the use of the now discarded term matriarchy. If certain forms of patrilineal marriage can be referred to as *patria potestas,* then this

form of matrilineal marriage is most certainly *patria impotestas.* Though the use of the term semendo suggests a link to the previous fasals, the conceptual difference is so great that this connexion is tenuous at best. Further, there is no clear conceptual link to the following fasal.

FASAL 6

The title of Fasal 6 is "perempuan dibeli dibuat bini" (the woman who is purchased and taken as a wife). This fasal is concerned with marriages between master and slave. The woman could have been recently purchased, a slave of long standing in the household, or the child of a slave. Her status as a wife need not be dependent on a formal marriage (nikah). If the woman bears a child by her master, she becomes unconditionally (mutlak) free. A master who sells such a woman is liable to be fined by a judge. On the other hand, if there are no children, and she is guilty of wrongdoing, the master may demand money from her and she becomes his debtor. The amount of her debt must be less than her value when she was purchased and had not yet become his wife. Disputes concerning her sale value or the amount of her debt may be settled by a judge.

This fasal is very similar to Fasal 4. The wife is not free when she is married but upon bearing children she becomes free of all financial obligations. The main difference between the two fasals is in the initial status of the woman. Thus there is an opposition or contrast between Fasals 4 and 6, between the debtor and slave status of the woman, as well as the similarity of her position vis-à-vis her husband. While the complete understanding of Fasal 4 is dependent on a back reference to Fasal 3, the full understanding of Fasal 6 is dependent upon a symmetrical forward reference to Fasal 7.

FASAL 7

Fasal 7 is entitled "adat berjujur" (the adat of jujur marriage). In this marriage form money is paid from the side of the man to the side of the woman. The amount is fixed by agreement and may be paid at once or in installments. If unreconcileable differences or arguments arise, and as a result the man no longer wants his wife, he may send her back to her parents. The woman must return the jujur money; but, the man must pay a certain sum (unnamed) to the woman's parents. The exact amount of this sum is based on the nature of the disagreements. The above rules apparently apply only if the marriage is childless. If there are children, they all remain with the father and the woman is returned to her parents. If the woman was not guilty of wrongdoing, she need not pay the man anything. If, however, she was guilty of serious wrongdoing (salah gedang), then she must pay a sum (unnamed) to her

husband. The amount that she must pay can be determined by a judge who bases his decision on the nature of her misbehaviour. If the woman's parents do not want to take her back or to return the jujur money, the man may sell her or place her as a bondage debtor [20] wherever he wishes.

The two main features of this fasal are its opposition to ambil anak marriage and a detailed description of the financial relations associated with the marriage. The departure of the woman upon divorce, and the residence of the children with the father, establish this marriage form as being patrilineal and patrilocal. This is in direct contrast to the matrilineal and matrilocal rules of ambil anak marriage. The logic of the financial relations is set against the background of the practices in the region. Jujur marriage often involved the transfer of a large amount of money from the man to the woman's family. As a result the man and his family were often in debt. These debts frequently gave rise to numerous troublesome law suits. Here the amount is unspecified and subject only to mutual agreement. There is no requirement that the full amount must be paid at the marriage. This is different than the Lais laws which specify "that this sum shall, when the marriage takes place, be paid upon the spot; that if credit is given for the whole, or any part, it shall not be recoverable by course o[f] law" (Marsden's History, 1811, p. 226). The logic in this rule is that there should be no debt relationship between the parties that could lead to a lawsuit. In Fasal 7 no such logic is present, instead there is a series of specifications that serve to protect the man's investment. His investment is most secure before children are born; up to this point the man can reclaim the money from the woman. If the woman does not return the money, he is entitled to sell her as a slave or place her in bondage as a mengiring debtor (c.f. Fasal 37). The responsibility for the return of the jujur money is placed directly on the woman and not on her family. His right to sell the woman in default of payment means that he does not have to institute legal proceedings in order to obtain his money. This relationship also underscores the woman's position as a chattel and the marriage payment's direct association with a purchase. The man, however, must make a return payment to the woman's parents as compensation; but, this payment is to be made only after they or the woman have returned the jujur money. Thus the man is well protected against the loss of his investment. However, after children are born a different set of rules apply. If the woman is not guilty of wrongdoing, she is not required to make any payment. This suggests that the original

jujur payment was based on the woman's producing children for the man's family. Once she has produced children she is absolved of all financial obligations vis-à-vis her husband, assuming good behaviour. If she is guilty of serious wrongdoing then she must pay a sum of money to the man. The sum is unnamed and apparently is compensation unrelated to the original jujur payment.

The logic of Fasal 7 parallels that of Fasal 6 to such a degree that they are mutually elucidating. The purchased slave, like the jujur wife, becomes free of financial encumberance upon the production of children. Without children the man can regain his money by selling her or by instituting a debt relation. This rule, with only minor variations, applies in both cases. The similarity of the two fasals underscores the logic of jujur marriage. The woman is a commodity purchased for the production of children; having produced children she ceases to be a chattel and acquires specific rights. By placing all of the responsibility on the woman, either to produce children or to be accountable personally for her purchase price, the man's money is protected. However, the pattern of rules is such that any alliance generating potential that this marriage might have, is effectively undermined. Thus, the extreme inferiority of the woman's position is analogous to that of the man in ambil anak marriage. However, this logical opposition, based on the inversion of male and female, is not the opposition developed by this law.

The contents of Fasal 2 provide the first hint of the opposition that is to be developed by this law. At the end of this fasal there is a reference saying that the *antaran* does not become a debt of the wife (tidak jadi utang oleh bininya). From the fasal itself there is no reason to suspect that the money of the *antaran* might become the wife's personal responsibility, taking the form of a debt. This passage gives the distinct impression of explaining a situation that does not need explaining. It is only in Fasal 7 that the reason for this passage in Fasal 2 becomes apparent, i.e., the financial assumptions of jujur marriage do not apply to *semendo merdahika sama merdahika* marriage.

However, it is the structuring of the fasals that reveals the logic of the oppositions in detail. The structured block consists of Fasals 3, 4, 5, 6, and 7. The structural unity of Fasals 3 and 4 was established by the explicit back reference from Fasal 4 to Fasal 3. Furthermore, the 3-4 relationship is symmetrical to the 3-14 manipulation of the first block of fasals. Thus, the first structural unit of this block of fasals is established by an internal feature (back reference) and an external feature (the reference to the 3-14 manipulation). Fasal 4 deals with

a debt relation that becomes converted to a form of marriage, i.e., that discussed in Fasal 3. Or more abstractly, Fasal 4 becomes converted to Fasal 3. Fasal 6 deals with slavery becoming converted to a type of marriage. The conversion principle is analogous and symmetric to that in Fasal 4. Further, the marriage form by the structural analogy and the implicit association of the contents becomes identified with jujur marriage. Thus the structure in Diagram 2.2.

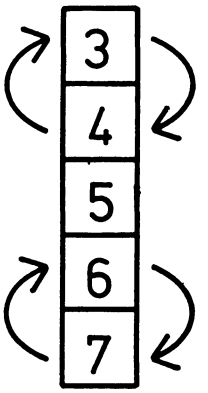


DIAGRAM 2.2

The ambil anak marriage form of Fasal 5 does not enter into any direct relation with any of the other fasals in this block. On the contrary, it isolates the two clearly demarcated structural units from each other. This fasal is a structural insulator whose function is to separate the 7 elements of Fasals 3 and 4 from the opposing elements of Fasals 6 and 7. Logically, Fasal 5 is opposed to all the others. It is a semendo form of marriage but contradicts the rules of all the other semendo forms. It is opposed to jujur marriage both on grounds of locality and lineality. These logical oppositions make it impossible for Fasal 5 to be associated with either Fasal 4 or 6. But its structural position between Fasals 4 and 6 prevents the possibility of an association arising between these two fasals. Thus, the insulator creates a discontinuity between the structural units containing Fasals 3 and 4 on the one hand and Fasals 6 and 7 on the other. The discontinuity, in its turn, underscores the difference and ultimately the opposition between these structural units. Thus, the opposition of marriage forms becomes not one between jujur and ambil anak but between jujur and *semendo merdahika sama merdahika*. This is identical with the second reform logic of the Lais laws collected by John Marsden. (The first reform logic is the opposition of the semendo merdika form to the opposition of jujur and ambil anak, while the second reform logic is the direct opposition of jujur and

semendo merdika forms; c.f. page 39 above). The native logic, therefore, is demonstrated by the structure of the fasals and corresponds to a logic explicitly stated in another law set. Further, the fasal structure leads to an important conclusion. While jujur may be indeed opposed to ambil anak (as in other law sets; c.f. the Sungai Lemau or Sungai Hitam laws), the logic of the writers was to make another opposition which does not conform to the normal anthropological expectation of an opposition between patrilineal and matrilineal.

The logic of reform is not confined to the fasal structure alone. The impression given, though not explicit, is that *semendo merdahika sama merdahika* is the marriage form to be followed as much as possible. The most detail concerning the process of getting married follows this form. Jujur marriage, by way of contrast, makes only passing reference to the contractual basis of the marriage. And ambil anak marriages are only dissolved. On the one hand, the greater detail concerning *semendo merdahika sama merdahika* may be necessary because the rules applying to the new form are not generally known, while jujur and ambil anak marriages need not be explained because of the general public familiarity with the form. On the other hand, the absence of detail on the formation of an ambil anak marriage may tacitly reflect the pressure to discontinue this form. However, some mention of ambil anak is necessary because lawsuits may arise based on marriages contracted at an earlier date. Thus the greater attention given to *semendo merdahika sama merdahika* marriage makes the form better known and positively reinforces its use, while the absence of detail concerning getting married by ambil anak underscores an intention to reduce its importance.

The second structure is articulated to the first by the sharing of Fasal 3 between the two structures. The relationship between Fasals 3 and 14 is mirrored in the relationship between Fasals 3 and 4. This establishes the structural basis of the opposition between Fasals 3 and 4 and Fasals 6 and 7. Thus a feature of one structure is projected on to another, providing the key to the understanding of the second structure. There are other relationships between the two structures that are of a symmetric nature and serve to elucidate the notions of both structures. There are two fasals (13 and 15) which, though external to the five element marriage structure, serve to elucidate the nature of Fasal 5.

FASAL 13

Before turning to the contents of Fasal 13, it is necessary to consider its numerical properties. Fasal 13 is part of the 3-14 numerical mani-

pulation. At the end of Fasal 3 there are instructions to read Fasal 14 that overrule the normal tendency to proceed to Fasal 4. Similarly, the instructions at the end of Fasal 14 to read Fasal 3 override the normal procedure of going back to Fasal 13. Inclusion of the 13-14 sequence as part of the well-established 3-14, 14-3 logical structure allows the full development of the logic of the manipulation rules.

The first rule is to add "belas" to the higher element of the sequence:

tiga-empat becomes tiga-empatbelas (3-4 becomes 3-14)
empat-tiga becomes empatbelas-tiga (4-3 becomes 14-3)

A second rule reverses these manipulations. Subtract "belas" from the higher element:

tiga-empatbelas becomes tiga-empat (3-14 becomes 3-4)
empatbelas-tiga becomes empat-tiga (14-3 becomes 4-3)

These rules can be expressed in the following notation:

I = + belas (high)
II = — belas (high)

The reversal is accomplished by negating the belas aspect of the rule but applying it to the same element of the sequence (the higher one). Two additional rules can be generated by negating the application aspect of the rules, i.e., apply the addition or subtraction of belas to the lower element instead of the higher one.

The third rule is to add belas to the lower element (III = + belas (low)):

tiga-empatbelas becomes tigabelas-empatbelas (3-14 becomes 13-14)
empatbelas-tiga becomes empatbelas-tigabelas (14-3 becomes 14-13)

The fourth rule is to subtract belas from the lower element (IV = — belas (low)):

tigabelas-empatbelas becomes tiga-empatbelas (13-14 becomes 3-14)
empatbelas-tigabelas becomes empatbelas-tiga (14-13 becomes 14-3)

The four rules are:

I = + belas (high)
II = — belas (high)
III = + belas (low)
IV = — belas (low)

The obvious symmetry of these rules can be best expressed by describing the transformations between the rules.

The first transformation relates rules I and II and rules III and IV, i.e., negate the belas aspect:

$$+ \text{ belas (high)} \longleftrightarrow - \text{ belas (high)}$$
$$- \text{ belas (low)} \longleftrightarrow + \text{ belas (low)}$$

The second transformation relates rules I and III and rules II and IV, i.e., negate the application aspect:

$$+ \text{ belas (high)} \longleftrightarrow + \text{ belas (low)}$$
$$- \text{ belas (high)} \longleftrightarrow - \text{ belas (low)}$$

The third transformation is a combination of the first two and relates rules I and IV and rules II and III, i.e., negate the belas and application aspect of the rules simultaneously.

$$+ \text{ belas (high)} \longleftrightarrow - \text{ belas (low)}$$
$$- \text{ belas (high)} \longleftrightarrow + \text{ belas (low)}$$

If an identity transformation is added to the set of three transformations the result is known as a Klein Four group (c.f. Zassenhaus, p. 56).

The above demonstration indicates that at the level of the manipulation rules the 13-14 sequence is a complement to the 3-4, 3-14 pattern which yields a second pattern 13-14, 3-14. The analysis of the transformations between the manipulation rules indicates that the complementary patterns are part of a single structure. In simplest terms it appears that the 3 to 14 sequence is a manipulation of the 3 to 4 numerical sequence, and the 14 to 3 sequence is a manipulation of the 14 to 13 numerical sequence.

The title of Fasal 13 is "hukum orang sebab mengangkat anak" (law of men concerning adopting children). A formal declaration is made before the raja and penghulus who draw up and sign a document. At the occasion a buffalo or goat is slaughtered and a gift of a tahil of gold is presented to them. When these requirements have been met, the adopted child (anak angkat) becomes equivalent to one's own child (anak kandung). The adopted child is entitled to inherit his father's property. However, if there are both adopted and natural children, the adopted child receives only as much as the natural children are willing to give.

The rule here is very simple: adoption is allowed. The adopted child

can assume the role of a son (or daughter?) only if there are no other children born to his adoptive parents. The verb *mengangkat* means to raise, thus the principle of adoption implies an elevation in status for the adoptee. The significance of this fasal is that it establishes a rule for adoption that is independent of the notion of ambil anak. The man married by ambil anak has no rights in property even when his wife dies, whereas the adopted son can have full rights in his adopted father's property.

However, the similarity of the two principles is acknowledged by the placement of Fasal 13 in the *Code of Laws*. While Fasal 13 is part of the manipulation rule structure its position is different from that suggested by the logical structure of these rules. Taking the 3-4-14

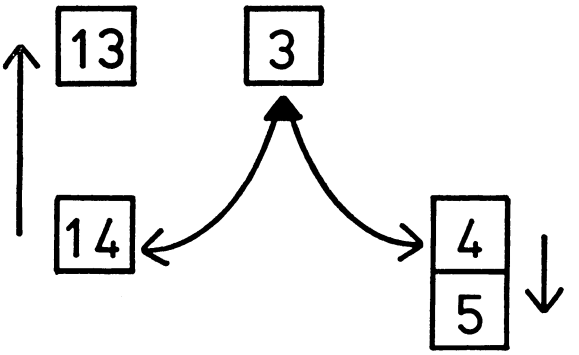


DIAGRAM 2.3

structure as the basic unit Fasals 13 and 5 are appended to it in a complementary manner. Thus while the contents of the fasals serve to differentiate the principles of adoption and ambil anak marriage their position in the fasal structure acknowledges that there is a degree of affinity between the two principles.

Fasal 13 is also the beginning of a short conceptual sequence of three fasals. Fasal 13 deals with adoption; thus the possibility that children other than natural ones can inherit from their father. Fasal 14 presents the rules for the division of inherited property. Fasal 15, which deals with the succession to high office, concludes this sequence and the entire section on marriage, death, and divorce.

FASAL 15

The title of Fasal 15 is "mengatakan erti tungguan" (mentioning the meaning of tungguan). The fasal provides the rules of succession for rajas, penghulus, depatis and mantris. On his death the title holder is

succeeded by his eldest son. If for some reason the eldest son is unsuitable then one of the other children may acquire the position. If there are no sons then the title goes to one of his brothers' sons (?) (dusanaknya anak kemanakannya) or to the descendant of a son who has previously died.

The word "tungguan" has a variety of meanings. The general Malay meaning of "tunggu" is to watch, guard or wait. Marsden's Dictionary (1812, p. 76) adds the meaning "to dwell, inhabit, occupy".[21] For the substantive form "tuñgguan" Marsden's Dictionary (1812, p. 76) gives the meaning "attendance, dwelling, abode, settled residence". Elsewhere, when writing of the Passumah people he gives an extended meaning. "To have a wife, a family, collateral relations, and a settled place of residence is to have a tuñgguan." (Marsden's History, 1811, p. 264). The *Commentative Digest* gives the meaning "Family Respect" (p. 299). The *Code of Laws* gives another not unassociated meaning "Adapun erti tungguan kedudokkan menentukan apa[2] pegangannya" (the meaning of tungguan is: the situation of making somebody's office certain).

While the text is very explicit about the patrilineal principle, the specific reference is to high ranking titles. Neither normal succession within households nor the possibility of succession through a woman by means of an ambil anak marriage is mentioned. The *Commentative Digest,* under the rubric "Titles and Dignities", repeats the contents of this fasal and adds an important second principle. "These, by descent, are generally the Inheritance of the Eldest Son, but not always, because if the capacity of the elder be insufficient to manage the Concerns of the family or support the dignity of the Toongooan, it is not uncustomary to pass over his pretensions in favor [sic] of one of more abilities, and, in failure of Male heirs, to seek for it in the next of kin or his descendants, but in the Country the title may pass to one of the Daughters, who afterwards marries by "ambil annak" [sic], in order to restore the Toongooan to her Family, under which last circumstances the Inheritance does not hereafter descend to the Husband's family, but it is perpetuated in that of the Woman's, even though she may fail of having Male issue by her body, because, as by the nature of their marriage the man reversed the order of Joojoor and became her very humble Slave, he cannot deprive her Family, of any right, Title or Property" (*Commentative Digest,* p. 300 f.). Thus the fasal, by only mentioning higher titles and not mentioning normal succession underscores the use of the patrilineal principle of succession at the highest social levels. This emphasis is a matter of principle which does not

completely reflect social reality. Occasionally titles were, as a result of ambil anak marriage, passed by women to their children. Indeed, the dispute over the title of Pangeran of Sungai Lemau was based upon the relative significance of two ambil anak marriages. Even more relevant is the fact that the dispute was between two of the four men who signed this law text.

Thus, while the text only mentions one form of succession to high office, ancillary sources indicate that a second pattern of succession was also used. In more general terms, therefore, the laws are selective in that they do not reflect the totality of options used in the society. Actually the present example concerning succession to high office presents only one aspect of the problem of selectivity, i.e., exclusion. A complementary feature of selectivity also exists, i.e., inclusion. While the problem concerning succession to high office might be rephrased with a not so subtle legerdemain and stated as a problem of selective inclusion, other laws provide a more satisfactory demonstration of the principle. For example, in Fasal 16 of *Oendang Oendang Manna* (Cod. Or. 12.205) one finds a discussion of the legal consequences of wounds resulting from fights between children. However, elsewhere in this section of the law there is no mention of wounding by adults. This example concerning wounding places the entire problem of selectivity into perspective. While the case from the *Code of Laws* might be explained in terms of an ideal or a preference the example from Cod. Or. 12.205 does not admit to such a facile solution. Indeed it can be demonstrated that the basis of selectivity in the special case of wounding rests entirely on structural considerations. Thus while preferences or ideal forms may play a role in selectivity structural considerations are often the decisive factor. Indeed, in the example from the *Code of Laws* an explanation of the selectivity based solely on notions of preference tends to obscure the structural features that relate both to the positioning of the fasal and to the structural significance of ambil anak marriage.

While the ambil anak principle is not mentioned in this fasal the fasal structure brings the matrilineal principle of ambil anak marriage into juxtaposition with the patrilineal principle of Fasal 15.

On the one hand, the relationship between Fasals 5 and 15 is an opposition between patrilineal and matrilineal. On the other, the association suggests that ambil anak marriage may be used in some cases.

The three fasals (13, 14, and 15) form a structural unit with a logical

progressive sequence. All the fasals deal with various aspects of descent not previously discussed. While Fasal 14 is part of the sequence based on *semendo merdahika sama merdahika,* Fasals 13 and 15 are patrilineal. The patrilineal bias of Fasal 13 is not as explicit as that of Fasal 15. However, in Fasal 13, while the adopted child may inherit

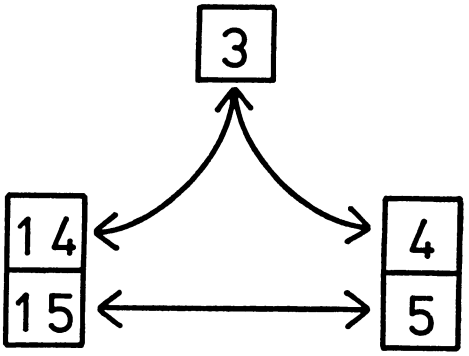


DIAGRAM 2.4

from his father, no direct reference is made to whether he may inherit from his mother. This analysis of the contents of these fasals suggest that Fasals 13 and 15 are collectively opposed to Fasal 14. This supposition finds further support in the analysis of the fasal structure. Fasal 14 is the only member of this sequence which is directly articulated to one of the earlier sequences. This articulation is based on an explicit manipulation of the number system. The contrast in articulation opposes the center of the sequence to the extremities, thereby reinforcing the patrilineal/semendo opposition of the content. Furthermore, the unity of Fasals 13 and 15 vis-à-vis the structure is emphasized by their links to the ambil anak marriage of Fasal 5. The opposition created by these features is between *semendo merdahika sama merdahika* and a patrilineal form. This is the same as the basic opposition of the structure based on Fasals 3, 4, 5, 6, and 7. Further, the basic form of the structure is the same for both sequences. In each case the structure opposes the extremities against the middle. Fasal 5, by its non-participation in relations within the structure, is opposed to both extremities. It is this opposition that allows the fasal to function as an insulator. The extremities are more closely related to each other by their opposition than either one is to the middle. Fasals 13 and 15 share a common principle but are not directly opposed to each other. However, they are opposed to the middle element, Fasal 14. The direct and indirect articulation of the two sequences involves a bricoleurean manipulation of the common features of the two structures. Fasal 14 is articulated

to Fasal 3. That is, the middle of one structure is directly articulated to one extremity of the other. And likewise, Fasals 13 and 15 are linked to Fasal 5, that is, both extremities of one structure are linked to the middle of the other. This link, however, is based on opposition while that between Fasals 3 and 14 is based on similarity. Curiously, there is no direct link between the patrilineal principles of Fasals 13 and 15 with the jujur principles of Fasals 6 and 7.[22] Thus the two structures present the same opposition between *semendo merdahika sama merdahika* and a patrilineal form in different ways but using the same basic structural form. Since the location of this opposition in each structure is different, the impression is given of a careful disassembly and subsequent reassembly of the structure.

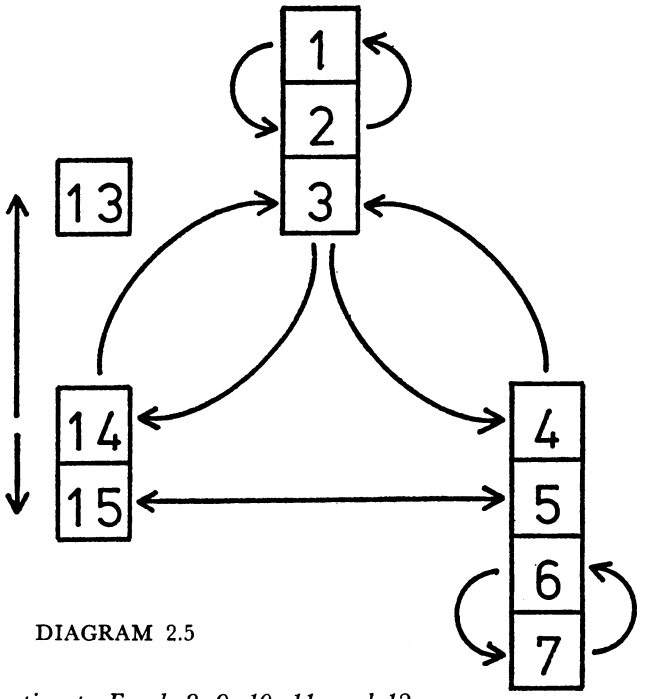


DIAGRAM 2.5

Introduction to Fasals 8, 9, 10, 11, and 12

Having established the structure of the initial and final blocks of fasals, the task of placing Fasals 8, 9, 10, 11, and 12 into these structures remains. The procedure to be used will be an extension of that employed above, i.e., a successive filling of blocks of fasals into the structure proceeding from the clear to the less clear material. Fasals 11 and 12

form a structural unit that is related both to the first fasal structure and to that of Fasals 13, 14, and 15. Fasals 11 and 12 both deal with divorce, in contrast to the inheritance material of Fasals 13, 14, and 15. This sequential relationship in which divorce precedes death is the same as that which divides the structure of Fasals 1, 2, 3, and 14 in two.

FASAL 11

The title of Fasal 11 is "adat orang sarak" (the adat of people divorcing). If the pressure for a divorce comes from the man he must pay the *caro* to the woman. If the pressure for a divorce comes from the woman, then the *caro* is lost (hilang) (i.e., the man need not pay it). If the man has not acknowledged his wife's debts then he is not responsible for them and vice-versa. The fasal concludes with a second principle concerning the *caro*. If the man has paid the *caro* at the time of marriage and later there is a divorce then the *caro* cannot be returned even if the pressure for the divorce comes from the woman.

In this fasal "the pressure for a divorce" is expressed by "keras dari laki[2]", i.e., *keras* from the man. The word *keras* normally means hard, stiff, rigid or inelastic with additional meanings of harsh and obstinate. However, in South Sumatran law texts the word has a specific legal connotation. When *keras* is assigned or attributed to a man or a woman then he or she is held to be legally responsible for the divorce. The sort of behaviour that may be considered to be *keras* is not delineated here or indeed in other texts. To the south of Bengkulu lists of *larangan* (forbidden behaviour) are presented (e.g. Oendang-Oendang Seloema, "old portion", Fasal 8, Cod. Or. 12.200) but it is not certain if these *larangan* are related to *keras* behaviour.

The position of *keras* in the analysis demonstrates an important aspect of structural analysis. In a structural analysis that which actually constitutes *keras* behaviour is not essential. What is important, however, are the legal consequences of *keras*. That is to say, the procedures for deciding what is or is not *keras* behaviour is not as essential as what occurs after the decision has been made. In the British social anthropological tradition the procedure by which responsibility is assigned is as important as the legal consequences of this assignment of responsibility.

The mention of individual responsibility for debts serves to associate these rules with *semendo merdahika sama merdahika* marriage. In ambil anak marriage such individual responsibility is specifically exluded. While in jujur marriage such responsibility is not excluded, the position of the woman as a chattel makes individual responsibility for debts

improbable. Furthermore, the *caro* is only mentioned in relation to *semendo merdahika sama merdahika* marriage. While in Fasal 2 there is an association between *caro* and the *isi kawin,* there is no connexion here nor is the amount of the *caro* mentioned. In John Marsden's Lais Laws there are two passages involving the *caro*. First, referring to semendo mardiko, "If the man insists upon the divorce, he pays a *charo* of twenty dollars to the wife's family, if he obtained her a virgin; if a widow, ten dollars. If the woman insists on the divorce, no *charo* is to be paid. If both agree in it, the man pays half the *charo*" (Marsden's History, 1811, p. 226). Secondly, concerning jujur, "The *charo* of a *jujur* marriage is twenty-five dollars. If the *jujur* be not yet paid in full, and the man insists on a divorce, he receives back what he has paid, less twenty-five dollars. If the woman insists, no *charo* can be claimed by her relations" (Marsden's History, 1811, p. 228). A direct reference to the *caro* in jujur marriage does not occur in the *Code of Laws*. There is, however, the unnamed payment that the man must make to the woman's parents that is very similar to that mentioned by Marsden. The omission of the word *caro* from Fasal 7 reinforces the implication that Fasal 11 is confined to *semendo merdahika sama merdahika*. The last passage of the fasal, however, provides the key. If the *caro* was paid at the time of the wedding like the *isi kawin* then the rules, as stated at the beginning of the fasal, are suspended. The fasal has three main passages. As in many other structures, the middle is contrasted with the extremities. In this case the middle portion, dealing with debt, is an unnecessary repetition of material covered elsewhere. However, the function of this middle element is to insulate the extremities from each other. The two extremities, while both explicitly concerned with the *caro,* are opposed to each other. The initial rule is the traditional application of *caro*. The final rule takes cognizance of the association of *caro* and *isi kawin* and overrides the initial one. The association with *isi kawin* connects the last passage to Islamic notions. Thus this fasal deals with the adat aspects of divorce but it must also cope with the *caro-isi kawin* association. It does so by tacitly asserting that the Islamic rule is superior. The association of this final passage with Islam is also a forward reference to the Islamic notions of the next fasal. This forward reference serves to bind Fasals 11 and 12 to each other.

FASAL 12

The title of Fasal 12 is "adat 'iddah perempuan sarak" (the 'iddah custom for a divorced woman). A divorced woman is not allowed to

take a husband (belaki) until three months and ten days after the divorce. If she does marry within this period but it is clearly a case of inaccurate calculation, then the person who performed the marriage ceremony is at fault. Because he is at fault he must give a meal to the local residents in the mosque. If, however, the woman is guilty of wrongdoing (dapat salah) and sufficient evidence exists, she is condemned to death. She can, however, be free from the death sentence if she pays the *tebus nyawa* (redemption of life) of 100 reals. The man who is her partner must also pay a *tebus nyawa* of 100 reals. The fasal ends with a passage stating that the man is responsible for his wife's maintenance during the 'iddah period.

The *'iddah* is an Islamic notion. The *'iddah* for widows is specified in the Koran as four months and ten days (Sura II, 234). After divorce the waiting period for a woman is three menstrual periods (Sura II, 228) and for non-menstruating women the waiting period is three months (Sura LXV, 4). While this fasal is clearly based on Islamic principles, the actual specification appears to be a hybrid based on the three distinct Koranic principles. While the Koranic rules apply to both widows and divorcees, the association in this fasal is only with divorce.[23]

Thus the opposition between Fasals 11 and 12 is one between Islam and adat. This is similar to the opposition between Fasals 1 and 2. Furthermore, the order of the opposition is preserved, i.e., Fasal 1 corresponds to Fasal 11 and Fasal 2 corresponds to Fasal 12. The associations here follow the general pattern of the belas manipulations, 2-12 (dua-duabelas) and 1-11 (satu-sabelas).[24] These four elements form a structural unit. Fasal 1 contains the customary aspects of getting married, Fasal 2 the Islamic aspects of getting married, Fasal 11 the customary aspects of getting divorced and Fasal 12 the Islamic aspects of divorce. The structure is based on all possible combinations of two oppositional features; Islam vs. adat and formation vs. dissolution of marriage. The second opposition is confined to the domain of culture. Thus the dissolution of the marriage is by human not natural cause (i.e., divorce and not death). The four elements of the structure are:

I = (Islam, formation)
II = (Islam, dissolution)
III = (adat, formation)
IV = (adat, dissolution)

A simple series of transformations between these elements can be generated. The structure of this series is identical to the logical structure

of the relations between transformations of the belas manipulation rules described above. This is significant in that it means that the numerical relations between the fasals of this structure are based on the same sort of manipulation. The numerical combination rules become:

adat = sa, satu
Islam = dua
formation = belas absent
dissolution = belas present

Applying these rules to the basic structure yields:

I = 2
II = 12
III = 1
IV = 11

Thus all of the fasals of the initial structure, i.e., Fasals 1, 2, 3, and 14, belong to at least two distinct structures. This interlocking and articulation of several distinct structures makes a schematic representation difficult. On the other hand, it reflects the basic Indonesian trend of heaping structure upon structure until the result is either a nightmare or a dream for the structural analyst.

The remaining three fasals of the initial section of the law are the most difficult to place into a structural framework. Nevertheless, they are surrounded by highly elaborate interlocking structures. Therefore, their analytical position becomes important.

FASAL 8

The title of Fasal 8 is "hukum orang lari nikah dengan tidak suka induk bapaknya sebelah menyebelah" (the law of persons eloping without the consent of the parents on both sides). Both parties are fined. If the girl was a virgin the fine is twenty reals, if a widow ten reals. The man must also pay the *pengantar* to the woman's parents. The appropriate amount is determined by comparison with the amount paid for the woman's relatives.[25] The person who performs the marriage ceremony is also fined.

This is an anomalous form of marriage. On the one hand, the mention of *pengantar* suggests *semendo merdahika sama merdahika* marriage. On the other hand, the flight (*lari*) means that the marriage cannot be matrilocal like all semendo forms. The elopement is similar to jujur in that the man removes the woman from her house. However,

the lack of consent on *both* sides implies that they fled to somewhere other than the man's home. Thus the marriage is neither matrilocal as semendo nor patrilocal as jujur, but a neolocal form. This marriage, therefore, is outside the opposition of *semendo merdahika sama merdahika* and jujur. However, it is recognizable as a mode of marriage and as such must follow the structure of Fasals 3, 4, 5, 6, and 7 and precede the structures of Fasals 11, 12, 13, 14, and 15.

FASAL 9

Fasal 9 is entitled "adat perempuan bemadu" (the adat of co-wives). If an already married man wishes to take a second wife, he must pay the *pemaduan* to his first wife. The amount of the *pemaduan* is equivalent to the *hantaran* of his first wife. The woman divides the money into two equal portions. She retains one and the other is shared among the old women in the kampung.[26]

In terms of the rigid logical structure of the fasals this form of marriage is also anomalous. The reference to the *antaran* suggests that the man is married by semendo and therefore matrilocally. But his second wife, unless a relative of his first wife, cannot very well be matrilocally married. Thus in one sense the man is married matrilocally to his first wife but patrilocally to his second wife. The anomaly of residence is similar to that raised in Fasal 8. The two fasals form a structural unit by their shared content with semendo implications and the residential anomalies. Fasal 9, however, suggests a reference back to the beginning of the law, that is, the marriage process begins again.

FASAL 10

Fasal 10 is entitled "perkataan sumbang" (what is meant by the word incest). The normal meaning of the word is a man has had sexual relations (dapat salah) with a woman with whom it is not proper to be married. If a man and woman are guilty of incest, following this definition, then they are condemned to death; but, they can obtain release from the death sentence by payment of the *tebus nyawa.* Sometimes, however, the incest is such that they may be married. In this latter case, they incur a large fine equal to one half the bangun (i.e., fifty reals).

While the fasal does not provide a definition of the prohibited degrees of relationship, a very interesting statement on incest occurs in John Marsden's Lais Laws. "A marriage must not take place between relations, within the third degree, or *tuñgal nēnē*.[27] But there are exceptions for

the descendants of females, who passing into other families become as strangers. Of two brothers, the children may not intermarry. A sister's son may marry a brother's daughter; but a brother's son may not marry a sister's daughter." (Marsden's History, 1811, p. 228).

This rule, as stated, operates on the assumption that all marriages are jujur marriages. Father's brother's daughter and father's sister's daughter marriages are prohibited. But mother's brother's daughter marriages are allowed. The rule is not explicit on mother's sister's daughter marriage. However, with the patrilineal assumption of the rule taken into consideration, if mother's brother's daughter marriages are allowed, then mother's sister's daughter marriages must also be permitted. The logic of this rule works on the basis of a continuous patriline. A man is not allowed to marry any of the grandchildren of his father's father, provided that all marriages in the genealogy are by jujur. A parallel set of rules can be derived if the assumption is changed so that all marriages are by ambil anak. The logic is inverted with a male/female substitution. The rule becomes a woman is not allowed to marry any of the grandchildren of her mother's mother. The new cousin marriages rule associated with this logic is: mother's brother's daughter and father's brother's daughter marriages are allowed but father's sister's daughter and mother's sister's daughter marriages are prohibited. It is only by anthropological convention that cousin marriage rules are written as the person whom a man may marry.[28] Thus the ambil anak rules should be that mother's brother's son and mother's sister's son marriages are prohibited while father's sister's son and father's brother's son marriages are allowed. By phrasing the rules in this manner the complementary logic of the two sets of marriage rules becomes apparent.

Jujur:			Ambil anak:		
	FBD	= no		FBS	= yes
	FZD	= no		FZS	= yes
	MBD	= yes		MBS	= no
	MZD	= yes		MZS	= no

No information is given on semendo mardika marriage but, given the bilateral implications of this type of marriage, a reasonable assumption would be that all first cousin marriages would be prohibited. The problems occur when there is a mixture of all three marriage forms. Using the jujur assumption one could argue that on a genealogical chart every woman who marries by ambil anak becomes a man for the purpose of calculating the permissibility of a certain marriage.

Anthropologically this pattern is significant in that a choice of affinal rules effects the interpretation of a genealogical relationship.

Returning to the *Code of Laws,* Fasal 10 only states that there are two kinds of incestuous relationships: those that can lead to a marriage and those that cannot. The incestuous relationship that cannot lead to a marriage is an illicit sexual relationship and thus this aspect of the fasal does not really belong in the section on marriage. This relation will be explored later (c.f. page 74 below). However, the fasal raises the more general question of the permissibility of marriages. One might have expected this fasal to precede the material on engagement. The fasal structure manages to place Fasal 10 before Fasal 1. Fasal 10 is followed in the text by Fasal 11. However, Fasal 11 is linked to Fasal 1. Therefore, structurally speaking, Fasal 10 does indeed precede Fasal 1. By proceeding Fasal 1, Fasal 10 becomes structurally equivalent to Fasal Zero (which does not exist). This zero-ten relationship is the basis of the numerical manipulation rules. The addition of belas to a word is equivalent to adding ten to a number. Thus the 3-4-14 manipulation can be expressed as follows:

$$3 + 1 + 0 = 4$$
$$3 + 1 + 10 = 14$$

Thus the placement of Fasal 10 at the head of the structure is supported by both the contents of the fasal and the logic of the manipulation rules.

Fasals 8 and 9 are conceptually linked and are placed after Fasal 7. As anomalous forms of marriage, they are included at the end of the discussion of the regular forms. They have, however, a filler quality; they fill in the space between Fasals 7 and 10. A filler is an element whose main function is to take up space, without performing a specific insulation function. In this case the filler is needed to make the numerical manipulations work out. Be this as it may, Fasal 9 has an important function. By its contents this fasal starts the whole marriage process over again, thereby referring back to the beginning of the law. However, 9 is followed by 10 and the combination of the two principles underscores the position of Fasal 10 at the head of the structure.

Diagram 2.6 summarizes the complex of structural relations of the first fifteen fasals.

Fasal 15 ends the clearly defined section on the regulation and consequences of marriage and divorce. The other section of this law to be analysed in detail begins with Fasal 30 and deals with the

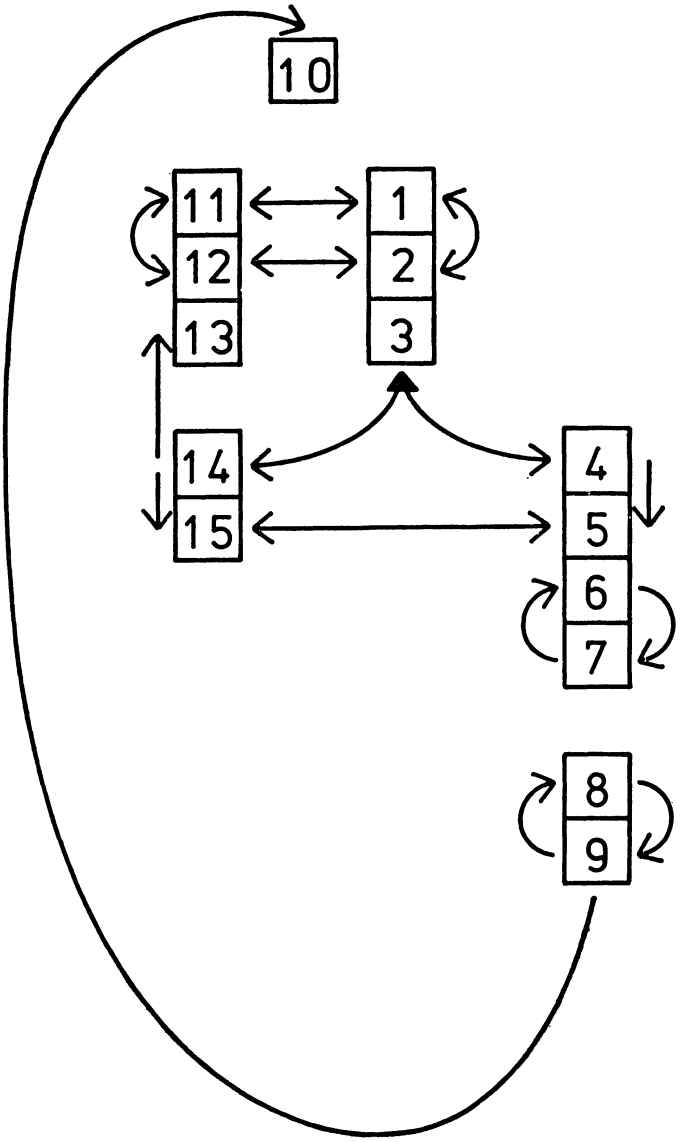


DIAGRAM 2.6

regulation of economic relationships between individuals. The logic of financial relations is especially relevant to the understanding of marriage rules because the structure of the marriage rules is often dependent on the nature of the financial relationship between husband and wife or the marriage relation itself is phrased in financial terms.

Crimes and Misdemeanours

Between Fasal 15 and Fasal 30 there are 14 fasals. (The number 14 may be a co-incidence). These fasals deal with criminal and semi-criminal matters. These fasals will not be analysed in detail. A short enumeration will be presented to give a better picture of the categories of crime and misdemeanour. Some fasals will be discussed in detail. These will be those fasals that present information or concepts that occur frequently in other law sets. Also, there are some fasals that do not participate directly in the fasal structure of the marriage rules but contribute significantly to the understanding of that structure.

Fasals 16 through 20 are concerned with the regulation of illicit sexual activity. Fasals 16, 17, and 18 deal with abortion, sodomy, and rape respectively. In each case the fine (*denda*) is one half the *bangun* or fifty reals. Fasal 19 is of special interest in that it deals with illegitimate pregnancy and thereby sheds important light on the question of descent.

FASAL 19

The title of Fasal 19 is "hukum orang yang andam kepada raja masuk menjadi budak raja" (the law of persons who are andam to the raja entering-becoming the slaves of the raja). If a free woman, a debtor, or a slave, is found to be pregnant, and it is not certain who is the man responsible then the woman becomes the slave of the raja. If a married woman becomes pregnant in her husband's absence and it is absolutely certain that the child she carries could not be her husband's then she becomes a slave of the raja. In all cases the woman may avoid becoming a slave if the raja consents, but she must pay him a sum which represents her value as his slave.

The *Commentative Digest* provides some useful information on this topic. "Pregnancy before Marriage renders a free Woman Slave to her Pangeran ... but her Freedom is obtainable by payment of a Fine of $ 100, being equal to the Bangoon. This may nevertheless be accommodated at the pleasure of the Chiefs and seldom exceeds 40 or 50 Dollars" (*Commentative Digest,* p. 311). Further, the *Commentative Digest* indicates that *andam* is not uniquely associated with illegitimate

pregnancy. "Andam Andam Implies by the ancient Law of the country a protection to all offenders, whatever their crime may have been, who take sanctuary within the compound or enclosure of the Pangeran's dwelling, the rescue of whom is completed, provided that they can only approach so near as to throw a part of their apparel within the fence, before their pursuers overtake them. The condition of this protection is their becoming Slaves to the Pangeran" (*Commentative Digest,* p. 320). Thus the *Commentative Digest* establishes two points. First, that pregnancy before marriage makes a woman a slave. Secondly, the *andam* is not conceptually a punishment in itself but a means of escaping from a more severe punishment.

While revealing a general abhorrence of unregulated sexual activity, Fasal 19 indicates something of the attitudes towards descent. A child's father must be known. A woman whose husband could not have been the biological father of her child is guilty of the same crime as an unmarried woman. This means that a fiction of paternity cannot be maintained if it were impossible for the man to have been the child's father. The woman's crime could have been classified as either adultery or illegitimate pregnancy. By classifying it as illegitimate pregnancy the possibility of using a "fiction" is removed. Further, the crime as defined in the text is not fornication leading to pregnancy outside marriage but giving birth to a child who has no father, not only a social father but also a specific biological father. This rule implies an essential recognition of cognatic descent. This means that in jujur and ambil anak marriage, the transfer of the woman or the man into the family of marriage, represents, among other things, a surrendering of the rights to the children. The full transfer is necessary because there are rights that must be given up in order to make the descent relation unilineal. Seen this way jujur and ambil anak marriage are a negation of this basic principle of cognatic descent. Therefore *semendo merdahika sama merdahika* is a negation of this negation. This negation of the negation conforms to the Hegelian principle. "This law [the negation of the negation] states one of the most characteristic features of evolutionary process in all fields — that development takes place in a kind of spiral, one change negating a given state of affairs and a succeeding change, which negated the first, re-establishing (in a more developed form, or "on a higher plane" as it is often expressed) some essential feature of the original state of affairs" (Guest, p. 44). The reform leading to the introduction of *semendo merdahika sama merdahika* marriage is a re-establishment in institutionalized form of the more

basic notion that had been previously negated by two institutionalized forms.

The implications of this fasal bring an important distinction into perspective. Fasal 19 is not part of the marriage fasals and yet it reveals an important aspect of the logic of the marriage rules. Fasals 3, 4, 5, 6, and 7 present a structural statement as to the relationship between jujur, ambil anak and *semendo merdahika sama merdahika.* The model presented there makes a basic opposition between jujur and *semendo merdahika sama merdahika.* This is the native model and is derived from the relationships among the fasals. The assertion that this model is the native model and that the basic opposition is between these two marriage forms is explicitly supported by the reform statements in the Lais laws. Fasal 19 is not part of the structure of marriage types, indeed it is not even in the marriage section of the law. Thus, it was not viewed as an essential part of the logic of marriage by the writers of the law. On the other hand, the logic of this fasal is essential to the understanding of the principles on which this set of laws is based. One aspect of this fasal leads to the native model, the other to the anthropologist's. The first is a social fact, the second an analytical device, and as such they are subject to different criteria of evaluation. The native model is derived from the explicit arrangement of conceptual categories (i.e., fasals). The anthropological model is derived from the principles implicit in a particular rule. The native model is based on the goals and ideas that the writers were concerned with. In this particular case they were working to reform their marriage system. In an analogous fashion, the anthropological model is based on the goals and objectives of the analysis. In this case, the goal is explanatory, seeking to place the logic of reform in a general developmental sequence. In both cases, when the goals or objectives upon which the model is based change, so must the model change. The native and anthropological models may or may not coincide. Indeed the opposition between jujur and ambil anak which in turn are opposed to *semendo merdahika sama merdahika* is an anthropological model which corresponds to part of the reform logic presented in the Lais laws but does not correspond to that indicated in Fasals 3, 4, 5, 6, and 7 of the *Code of Laws.* Thus blanket statements on the relationships between anthropological and native models may often be misleading because they do not take into consideration the variety of goals and purposes that both anthropological and native models may have.

Some Methodological Considerations

The problem of native versus scientific explanations is demonstrated by an often troublesome aspect of phonological analysis. In phonology one frequently makes a monophonematic evaluation of sound combinations. That is, two phonetically separable sounds may be analysed as if they were a single unit (a phoneme). In English the consonant sounds before the vowel in the words "chest" and "jest" (choke and joke) may be phonetically described as a combination of two sounds (t + sh) and (d + z) but in most phonological analyses they are single phonemes. Most native English speakers consider these phonemes as single sounds and have difficulty hearing the two separate components. In this case the native view corresponds to that of the phonologist but not to that of the phonetician. A complementary example is offered by the initial sounds of the words "trip" and "drip" (try and dry). To most native speakers there are two sounds before the vowel: a "t" or a "d" and an "r". Most phonological analyses follow the native speakers' perception. Gimson, with a specific purpose in mind, argues that these sound combinations are best considered as single phonemes. This treatment is based on one of the goals of his analysis. By considering "tr" and "dr" as single articulations, it is easier for foreign learners whose r-sound is a lingual or uvular roll to acquire the correct place of articulation for the troublesome English "r" (Gimson, pp. 173-177). Therefore, the relationship between the native perception and the analytical model is based on the level of the analysis and/or the goals of the analysis. And thus it is impossible to make any *a priori* assertions about the relations between the two models.

FASAL 20

Fasal 20 is entitled "hukum orang dapat salah dalam belaki" (the law concerning adultery). If the participants were not killed having been caught *in flagrente,* they are condemned to death provided there is sufficient evidence. The judge is empowered to release the guilty parties from the death sentence, but they must pay the *tebus nyawa* of one hundred reals. If they do not pay this sum the judge can hand down whatever punishment he thinks appropriate.

Fasals 19 and 20 form a conceptual unity regulating illicit sexual relations between men and women. One possible opposition is between crimes involving married as opposed to unmarried women. The one exception is the crime of the illegitimate pregnancy of the married woman in which case she is classed with the unmarried woman.

A second and stronger opposition is between the woman alone versus a man and woman together. The *andam* is the penalty for a sexual relation where the man is not known. Adultery, on the other hand, is defined as a bilateral relationship with both the man and the woman sharing the guilt. Adultery of a married woman leading to pregnancy is classified as being subject to the *andam*.

FASALS 16—20, REVIEW

Fasals 16 through 20 can be roughly classified on the basis of the man-woman component. Fasal 16, abortion, is a crime of the woman alone. Fasal 17, sodomy, is a crime between two men. Fasal 18, rape, is a crime of a man against a woman. Fasal 19, illegitimate pregnancy, is a crime of a woman alone and Fasal 20, adultery, is a crime of a man and woman together. Significantly, all of these crimes are crimes against society and do not involve any compensation to an injured party. In the earlier marriage section only two fasals unambiguously involve the notion of a crime against society without any associated compensation. Fasal 10, dealing with incest, is such a crime. Here the guilt is a joint one and the release from the death penalty is the payment of the *tebus nyawa*. Fasal 12, the 'iddah, also requires the payment of the *tebus nyawa* in order to gain release from the death sentence. The occurrence of the *tebus nyawa* here suggests that co-habitation within the 'iddah period is adultery in one sense. However, in another sense, it is a measure by which confusion over a child's parentage is prevented. The common element of the *tebus nyawa* suggests the possibility of numerical manipulations existing. 10 is sa-puluh, 12 is duabelas, and twenty is dua puluh. Thus the possibility of bricoleurean manipulation is rather strong. Of the two fasals in the marriage section Fasal 10 appears to be the more strongly articulated to Fasal 20. On the one hand, Fasal 12 is strongly articulated to another structure. On the other, the ten to twenty manipulation more closely approximates the "addition of ten" features of the belas rules. Indeed, by its features dealing explicitly with illicit sexual relations, Fasal 10 appears to belong more with Fasals 16-20 than with the fasals of the marriage section. There is another curious articulation between the two groups of fasals. Fasal 18, the middle element of the block of five, deals with rape, a man abducting a woman by force (c.f. the De Perez interpretation in De Perez, 1849, p. 269). Fasal 8, elopement, implies willing abduction. This association is based on the addition of ten principle of the -belas transformation. All of these associations are vaguer and weaker than

those within the marriage section. While their relative weakness invites a summary dismissal of their significance, the possibility of these associations being intentional still remains.

FASALS 21—29, INTRODUCTION

Fasals 21 through 29 are concerned with what is usually labelled criminal law in the European legal tradition. Here, however, one finds an unstable equilibrium between the notions of punishment and compensation. In the language of the text a *denda* (fine) is always associated with punishment while a variety of other terms (e.g. *bangun, pampas, lipat*) are used to express principles of compensation. While the term *denda* may be used in association with any criminal act, the principles of compensation appear to be linked to specific types of crime (i.e., *bangun* for homicide, *pampas* for wounding, and the *lipat* for theft). The *bangun* for homicide also represents a fundamental principle and the amount of the *bangun* is often the reference point for fines or other forms of compensation. Thus for example a fine may be described as being half the *bangun* or fifty reals. This does not imply that the fine has an aspect of compensation, it is simply a mnemonic reference.

FASAL 21

Fasal 21 is entitled "hukum orang mumbunoh orang" (the law concerning persons killing persons). If the evidence is complete in all respects the death sentence is imposed. If the evidence is not complete sometimes the accused must pay the bangun, sometimes swear an oath asserting his innocence, or he may be simply released. In any case, the decision is based on the nature of the evidence. The fasal ends with a statement that the amount of the bangun is one hundred reals and that of the fine fifty reals (even though the fine had not been previously mentioned).

The bangun is, conceptually, the compensation for the taking of a life. Fasal 22 makes this clear.

FASAL 22

If a person kills another person accidentally (involuntary manslaughter) then a bangun of one hundred reals must be paid.

Thus Fasal 22 clarifies Fasal 21, indicating that legal proceedings involve two questions. Did the accused kill someone? And if he did, was it intentional? Homicide with intent involves the death penalty;

homicide without intent involves the *bangun*. Almost but not quite conclusive evidence requires the payment of the *bangun* plus a fine of fifty reals. The fine is apparently only associated with homicide with intent. The mention of the fine for the first time, at the end of Fasal 21, appears to be an afterthought meant to differentiate between the contents of this fasal and those of the following one.

The principles expressed here do not reveal an unequivocal native logic and suggest tampering, either by the British or local reform pressure. Fasal 21 implies that the death penalty, and not the payment of the *bangun,* is the rule in some cases. This suggests that the principle of compensation is suspended not for failing to pay the bangun but due to the nature of the evidence for the crime. The influence of the British is clearly revealed in the *Commentative Digest*. "Bangoon Has before been remarked to be a sum of money given to the Relations of a murdered person in compensation for the loss of their deceased relative, and though the Laws respecting it are still in force at many places on the Coast, it has been superceded at Marlboro' through the influence of the British Government, and is now become obsolete" (*Commentative Digest,* p. 320). Elsewhere it is pointed out that the British often insisted upon an exemplary punishment. Indeed, in at least one case they overruled a local decision in which a man had been freed upon the payment of the bangun (*Commentative Digest,* p. 314 f.).

In contrast to the *Code of Laws,* John Marsden's Lais Laws give a detailed account of the various rules associated with the bangun (Marsden's History, 1811, p. 222 f.). Here the bangun is based on the social status of the murdered person. The payment required for a pambarab is 500 dollars, for his wife and legitimate children 250 dollars, for an inferior proatin 250 dollars, for a common person (male) 80 dollars and for a common person (female) 150 dollars. In addition "a fine of fifty dollars and a buffalo, as *tippong bumi* (expiation), is to be paid on the murder of a *pambarab*; of twenty dollars and a buffalo on the murder of any other; which goes to the *pambarab* and *proattīns*" (Marsden's History, 1811, p. 222). The notion that the bangun itself is compensation is underscored in another paragraph, "the *bangun* of private persons is to be paid to their families; deducting the *adat ulasan* of ten per cent to the *pambahabs* and *proatins*" (Marsden's History, 1811, p. 222). Under the rubric bangun no death penalty is mentioned. However, William Marsden mentions the following legal maxim. "He who is able to pay the *bañgun* for murder, must satisfy the relations of the deceased; he who is unable, must suffer death"

(Marsden's History, 1811, p. 247). This maxim suggests that the death penalty is for failure to pay the bangun as much as it is a punishment for murder. Thus Fasals 21 and 22 indicate that some outside influence distorted a more fundamental native logic. This is demonstrated by a certain lack of consistency in the fasals and supported by material in the *Commentative Digest* and Marsden's *History of Sumatra.*

Some Methodological Considerations

In general, one might be accused of being ethnocentric for applying European notions concerning the distinction between civil and criminal law to these texts. However, the European principles of criminal law are significant because colonial authorities were willing to give more freedom in matters of civil law than in criminal law.[29] Not unnaturally, the Europeans used their own definitions of the difference. Thus those sections of law texts that deal with criminal matters, according to European principles, must be analysed with extreme caution. While a certain caution is always necessary with regard to foreign influences, those portions of a law text that deal with civil law are less likely to be influenced directly. Furthermore, the relative severity of a crime in European law is important. A crime considered severe in European terms, but less so in native law, is most likely to be influenced. A severe crime in native terms but less so in European terms is somewhat less susceptible to foreign influence. Until the colonial authorities assumed the burden of rearranging native society completely, they were more willing to err on the side of severity than of leniency. Murder in particular is the crime where one is most likely to find European influence. Thus the general bias of this analysis in favour of an examination of marriage form reflects, on the one hand, a common anthropological preference but, on the other a choice of domain in which one is most likely to find a minimum of external influence distorting the logic of the laws.

FASAL 23

Fasal 23 is entitled "hukum orang mencuri harta orang" (the law concerning a person who steals another man's property). The basic rule is that, provided there is sufficient evidence, the convicted man must return the goods twofold. In addition he must pay a fine. If the person does not pay the fine or the compensation then he may be banished from the region (negri) for a specified length of time. If he returns before the time is elapsed then he is condemned to death, though a judge may mitigate this sentence. This fasal concludes with an enumeration

of the cases in which stolen goods are found in someone's possession. If he cannot account for the origin of the goods, they are simply seized and he loses whatever he might have paid for them. If the goods were "found" he must swear an oath indicating the place where the goods were found. In some cases he need only pay the value of the goods. Or perhaps the matter is simply theft. The judge is empowered to make his decision on the basis of the evidence.

The basic principle of customary law concerning theft is the *lipat,* returning twofold. In other texts one often finds that certain items are assigned a specific value (e.g. Cod. Or. 12.228, Fasal 11). Thus, the amount of the compensation may be fixed and not open to assessment. Likewise, the fines in such texts are often based on the things stolen (e.g. the Sungai Lemau Laws). While compensation payments tend to reflect the true economic value of the things stolen, fines also reflect the symbolic or ritual value of an object and do not always correspond to the real economic value. There is some question as to whether the deportation rule is of indigenous origin. The *Commentative Digest* says that if the amounts due are not paid then the person may become a slave of the Company or in some cases deported (*Commentative Digest,* p. 317). In the Lais laws, however, one finds a very clear statement of principle. "A person convicted of theft, pays double the value of the goods stolen, with a fine of twenty dollars and a buffalo, if they exceed the value of five dollars: if under five dollars, the fine is five dollars and a goat; the value of the goods still doubled" (Marsden's History, 1811, p. 221). However, the consequences of the failure to meet the obligations of payment are not mentioned.

FASAL 24

Fasal 24 deals with perjury (salah bersumpah). The rule applies to witnesses, persons bringing suits and persons sued. The fine is fifty reals, regardless of the relative importance of the case.

The formal oath in South Sumatra is a very serious matter involving the extended kin in the ritual consequences of the oath. As the *Commentative Digest* points out "indeed people generally regard an oath so sacredly, that many would rather lose their suit, than be obliged to take one on a trifling occasion" (*Commentative Digest,* p. 289). Though this fasal may apply to persons outside indigenous South Sumatran life, its inclusion is somewhat peculiar in that perjury is a most unlikely crime. Its inclusion could reflect a concern on the part

of the writers for progressive secularization. It is more likely, though, that its presence is due to the influence of the British who, having little faith in supernatural retribution, insisted upon a more earthly punishment for those who swear false oaths.

FASAL 25

Fasal 25 deals with the criminal use of medicinal compounds. In the case of simple poisoning, if the evidence is complete and witnesses exist, the guilty party is sentenced to death. If the drug pukau [30] is used then a fine is imposed, the amount of which is determined by the judge.

Pukau is a narcotic used to drug victims into sleep in order to commit theft. Thus these two crimes are special cases of murder and theft, linked together by the common element of drugs. While in a distinct category, this fasal suggests a back reference to the fasals on murder and theft. Thus one might argue that this fasal is a secondary category in contrast to the more basic principles of murder and theft.

FASAL 26

Fasal 26 is entitled "sebab pampas" (concerning the pampas). Whenever a person wounds another the nature of the wound is examined. On the basis of this examination the judge decides the amount of compensation to be awarded (the pampas) and sets the fine (the denda). The maximum pampas is one half the bangun or fifty reals; the minimum is six reals one suku (six and a quarter reals). Below this amount the compensation is no longer the pampas but is called *tepung sitawar*. This lower form of compensation may be five reals or less and sometimes may involve an offering of betel.

The relation of the pampas to an act of wounding is the same as the relationship between the bangun and the crime of murder. Like the bangun, the pampas is purely a matter of compensation. Indeed in this fasal, the notion of compensation is more clearly expressed than those on murder. In the discussion of murder the motive or intent was discussed and appeared to be associated with the fine. Here, on the other hand, the fine is mentioned only in passing and there is no discussion of motive. Thus the damage done is the basis of the amount of the pampas awarded and not the circumstances leading up to the wounding, i.e., there is no difference between accidental and intentional wounding. The concepts of compensation for murder and wounding are frequently associated in various legal contexts in South Sumatra. This association has a wider distribution and is found in the Adat

Parapatih in Menangkebau "tjèntjang berpampas, bunuh berbalas" "whoso wounds shall atone, whoso slays shall replace" (De Josselin de Jong, 1951, p. 74). Furthermore, the logic of the range of the pampas is dependent upon the amount of the bangun. The maximum is explicitly stated as being one half the bangun or fifty reals. The minimum is specified as being six reals and one suku but this works out as one sixteenth of the bangun or one eighth of the maximum pampas. The setting of a lower limit indicates that the pampas is a conceptual category determined not only by the crime itself, but also by its numerical relationship to another type of compensation. According to Wilken *tepung tawar* literally means meal used as an antidote against something harmful or against the harmful consequences of something (Wilken, 1912, II, p. 475; c.f. also Klinkert, 1947, p. 248).[31]

The *Commentative Digest* presents a slightly different set of rules. "The Damages [pampas] however cannot in any case exceed the half of the Bangoon or $ 50, the next gradation is 25, or ¼ of the Bangoon, and if the damage is very trifling ⅛, but if less be given than the last, it is called Sa Tappong, Sa Towar, or a mere compensation for medical expence" (*Commentative Digest,* p. 316). Here the principle of the pampas' dependency upon the bangun is more explicitly expressed than in the *Code of Laws.* The sequence of fractions is clearly established with each step being one half the previous. The *Code of Laws,* however, extends the sequence one step further. In both cases the sequence emphasises a relation based on the sequence 1, 2, 4, 8, 16, etc. In one case the sequence implied contains four elements: ½, ¼, ⅛, and $^1/_{16}$. Thus the number of elements is related to the numerical basis of the sequence. In the *Commentative Digest* the sequence contains only three elements but there are two intervals between the elements of the sequence. Thus while the relationship between the elements of the sequence involves a multiple by two (or its inverse one half), the number of elements or intervals between elements is also related to the number two.

The interpretation of *tepung tawar* as medical expenses is quite literal and does not favour a broader meaning (c.f. Wilken, 1912, I, pp. 607-608; II, p. 475). However the *Code of Laws* mentions that betel may be offered. This suggests that there is at least some element of reconciliation associated with the *tepung tawar,* even if it does not mean a cleansing of the evil consequences of an attack of violence. However, the most important aspect of the fasal is the pampas, which is clearly tied to the bangun, both numerically and as a category of

compensation. Together with the lipat for theft these three terms form the basic categories of compensation. Furthermore, the emphasis on compensation indicates that the illegal act is committed primarily against a person and not against society.

FASAL 27

Fasal 27 deals with falsification of gold, silver or judicial decisions. If the falsification is considerable the death penalty is imposed; if minor a fine is set by the judge.

FASAL 28

Fasal 28 is entitled "hukum kerbau menanduk orang" (the law concerning buffaloes who gore people). If a buffalo is loose in a field and someone approaches the buffalo and is gored, the matter ends there.[32] But if a buffalo is tethered near a road or near the general public, and the buffalo gores someone, then the owner is held to be responsible. If the man dies, the owner must pay half of the bangun. If the man survives his wounds, the owner must pay the pampas.

The principle expressed here is that of liability for the actions of one's property. Murder and wounding are acts of a man against a man; theft is an act of a man against property. However, this case is the act of a person's property against a man. The owner is liable to pay damages only when the injured party could not have been aware of the danger. A person approaching an untethered buffalo is presumably fully aware of the risk of injury and assumes it voluntarily. This fasal represents another secondary category. The settlement is based on two previously introduced principles: the bangun and the pampas. And further, there is an inversion of the theft relationship, i.e., man against property becomes property against man.

FASAL 29

Fasal 29 deals with the consequences of failure to pay a fine. A person who has been fined is given one month in which to pay his fine. If the fine is not paid the person becomes a company slave, which means he must work on the roads as a member of a chain gang. His length of time as a slave is based on the amount of the unpaid fine. One year is equivalent to twenty-five reals.

This fasal strongly reflects European influence. Nevertheless, the principle of enslavement to authority is established in the traditional andam principle. Thus, this rule may not represent that radical a departure from traditional practices. However, the fasal is very

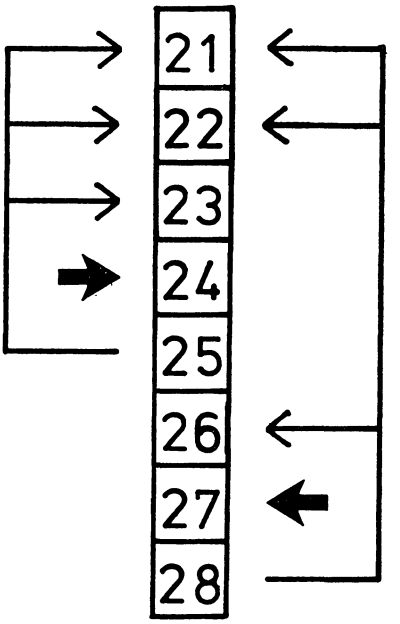
specifically confined to fines and there is no mention of the consequences of the failure to pay compensation. This fasal comes at the end of the section dealing with criminal matters. However, the back reference to all fines extends as far as Fasal 16 (abortion). One function of this back reference is to demarcate the end of one section and the beginning of a new one. In contrast to the back reference, there is also an anticipation of the next section which deals with debt relations. The failure to pay a fine may be seen as one type of financial obligation.

The Structure of Fasals 20-28

By virtue of its back reference to all of the fasals following the marriage section, Fasal 29 is not uniquely associated with the crime fasals. Fasals 16 through 20, which deal with sexual matters, form a distinct cluster within the umbrella created by the back reference of Fasal 29. Fasal 20 anticipates the rules for murder by suggesting that if adulterers are killed in the act, the killing is justifiable homicide. These patterns effectively isolate Fasals 21 through 28 as a single unit. These eight fasals are intertwined by a complex system of cross-referencing.

There are three types of fasals in this section: basic category fasals, secondary category fasals, and independent category fasals. The basic category fasals are those in which a fundamental principle of compensation is presented. The categories of compensation are the bangun, lipat, and pampas. Though there are three categories, there are four fasals because the principles of the bangun are spread over two fasals. Therefore, Fasals 21, 22, 23, and 26 are the basic category fasals. The secondary category fasals are those in which the crime is a special case of a basic category crime or requires the information in one or more basic category fasals to be understood. Fasals 25 and 28 are the secondary category fasals. Fasal 25 deals with murder or theft committed by means of or with the assistance of medicinal compounds. Fasal 28 deals with wounding or killing by an animal and thus is a special case for the bangun and pampas. The independent category fasals are those which neither introduce a basic category of compensation nor refer to such a basic category. Fasals 24 and 27 are the independent category fasals; Fasal 24 deals with perjury and Fasal 27 with various other forms of falsification. In addition to their structural independence, they are bound together by their common attention to falsification. This common feature of their contents serves to underscore their similar structural position.

The system by which the secondary category fasals refer back to the basic category fasals determines the structure of this section. The rules of back referencing are as follows. A secondary category fasal refers back to three basic category fasals. A secondary category fasal cannot refer back to the fasal immediately preceding it. The structural element that insulates these secondary category fasals from the basic category fasal nearest to them when proceeding backwards is an independent category fasal. There are two secondary category fasals. Fasal 25, dealing with crimes committed through the use of drugs, refers back to Fasals 21, 22, and 23. Fasal 25 is insulated from Fasal 23 by the independent fasal, Fasal 24. Fasal 28 dealing with crimes committed by a buffalo refers back to Fasals 21, 22, and 26. Fasal 28 is insulated from Fasal 26 by the independent category fasal, Fasal 27.



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The Financial Fasals

Fasals 30 through 39 are concerned with financial relations. The degree of elaboration given to this type of relation is unusual in South Sumatran legal codes. The types of economic relationships discussed

here was an area of great interest to the British. While an interest in criminal matters may have been related to notions of "good government", a familiarity with local economic practices could be exploited if not for the advantage of the Company then most certainly for the personal advantage of the Company's servants. While these rules are of general interest for an investigation of South Sumatran social life, they are of special interest by their relationships to the structure of marriage forms. In the *Code of Laws* the marriage forms are often defined in terms of the economic relationship between the marriage partners. There is, however, a second feature which gives these rules a broader significance. Because of the size of marriage payments a debt relationship often developed parallel to the marriage relationship. It is obligatory that the structural analysis of these fasals keep these two distinct phenomena separate. The logic of the laws phrases the marriage relationship in economic terms. This logic forms the basis of a mechanical model which is dependent upon neither the size of the marriage payment nor on the particular financial circumstances of the two families involved. However, the size of the marriage payment may easily result in part of it being left unpaid, thus creating a debt relationship. While the debt may have served to define the social reality of the marriage relationship, it was not an automatic consequence of a particular form of marriage. On the contrary, the existence of a debt was dependent on the financial circumstances of the families directly concerned with a particular marriage. A model which describes the nature of debts between affines would necessarily be a probabilistic one. Thus there is a second model that develops parallel to the logic of the laws. This model is by its nature statistical. While some of the possible consequences of debt relations between affines will be discussed, the central theme of this portion of the analysis will be an examination of the logic of these financial relations as they relate to the structure of marriage forms.

FASAL 30

The title of Fasal 30 is "sebab orang berutang" (concerning debtors). When money or goods are loaned they are considered as a debt. As a result of default on an ordinary debt a person cannot become a slave or a bondage (i.e., mengiring) debtor. Furthermore, no interest can be charged unless it was specified in the original agreement.

The principle expressed here is that the debtor status is immutable. A debtor cannot be placed in one of the more severe bondage categories.

This is a reformation of the principle expressed in the *Commentative Digest*. "Debtors incapable of paying their Debts after judgement, may be confined, unless they can find security to the satisfaction of the Plaintiff, and by the Native Laws, should he be incapable of so doing, he is bound to become Mengheering to the Plaintiff" (*Commentative Digest,* p. 308). The reference to interest in Fasal 30 serves as an introduction to the following fasal.

FASAL 31

Fasal 31 is entitled "hukum sebab anak uwang" (the laws concerning interest, lit. the children of money). If disputes arise concerning interest rates one of two rules may apply. If the principal is fifty reals or less, then the maximum interest permitted is one-half wang (uwang) per real per month. The maximum duration of such interest charges is one year. If the principal is more than fifty reals, then the interest is ten reals per one hundred reals per year. The maximum duration of such interest charges is also one year. Higher interest rates are unacceptable.

Since three wang are equal to one tali and eight tali are equal to one real, the interest charge on small sums is one forty-eighth of a real per month or twenty-five per cent per annum. In comparison the interest rate on large sums is only ten percent per annum. The reason for the discrepancy between the two systems is not presented. The inequality between the two rates is striking. For example, the interest on thirty reals for one year would be seven and a half reals; however, the interest on seventy-five reals for the same time period is also seven and a half reals. In the vicinity of fifty reals the discrepancy becomes virtually ridiculous. The interest on fifty reals at the higher rate would be twelve and a half reals, while the interest charge using the lower rate would by only five reals. The difference in the logic of the two systems is based on the actual monetary calculations. The interest on one real over one year would be six wang, which is equal to two tali or one suku. Thus the total value of one real after one year becomes one real, one suku. Thus the lower calculation can be easily used for small amounts, where odd figures are most likely to occur. For example, the value of thirty-three reals after one year becomes thirty-three reals and thirty-three sukus, which is equal to forty-one reals and one suku. On the larger amounts a simple decimal calculation is used.

The non-decimal system appears to be the more traditional one. In John Marsden's Lais Laws there is a single system. Previously the interest had been three fanams (wang) per month or 150 % per annum

but this was reduced by the law to one fanam per month or fifty percent per annum. To this basic principle the provision that interest could only be collected for two years was added (Marsden's History, 1811, p. 224). The *Commentative Digest,* however, presents a two tier system. "It has latterly been only customary to allow an interest of one Fanam [33] per month per dollar, or Fifty perCent per Annum on small sums, lent as temporary convenience or accommodation, but on Sums exceeding one or two hundred Dollars, Ten perCent per Annum" (*Commentative Digest,* p. 310). The *Code of Laws* takes this logic a step further. The interest on small sums is reduced by a half and the cutting point between the two systems is established. The demarcation between the higher and lower interest rates is set at fifty reals which is one half the bangun.

While there is no conceptual connection between murder and interest rates the bangun is a frequently used reference point for numerical calculations. The *Commentative Digest* suggests that the reason for lowering interest rates was not to keep indigenous leaders from exploiting their subjects but to curtail the activities of Bengali Hindus (*Commentative Digest,* p. 309). Thus the single system of the Lais Laws appears to be the more traditional principle. The manner of calculation used in the Lais system finds expression in that used for small sums in the *Code of Laws.* Interestingly, because the fanam or wang is equal to one twenty-fourth of a real, it is easy to calculate both monthly and yearly interest charges in exact monetary units (i.e., one half wang per month equals one suku per year; one wang per month equals two sukus per year, etc.).

COMPARATIVE INTEREST RATES

	Lais 1779		Commentative Digest		Code of Laws 1817	
	Original	Reform	"small sums"	large sums (over 100 to 200 reals)	up to 50 reals	over 50 reals
monthly rate per real (if specified in text)	3 fanams	1 fanam	1 fanam	—	½ wang	—
yearly rate	150 %	50 %	50 %	10 %	25 %	10 %

TABLE 2.1

FASAL 32

Fasal 32 is entitled "hukum orang menjual orang" (the law regarding people who sell people). If a person sells a free person or a slave he is liable, upon conviction, to the death penalty. If the evidence is not complete then the judge may set an appropriate alternative punishment.

This fasal simply prohibits the slave trade. As we shall see below, this fasal appears to function as a structural filler.

FASAL 33

The title of Fasal 33 is "hukum merdika dalam upahan" (the law concerning freemen in the wage employment situation). If a person who has been hired dies in the process of carrying out dangerous work the employer must pay the wages in full irregardless of whether the work was completed or not because this money will help to pay for the funeral expenses (belanja mati) of the employee. If one man gives assistance to another, but not for financial gain, and in the process of helping dies, then the one assisted is responsible for the dead man's funeral expenses.

FASAL 34

Fasal 34 is entitled "sebab budak" (concerning slaves). A slave is a man or a woman who has been purchased and who may not leave his master without the master's consent. If the master is guilty of impropriety (terlampau daripada patut) with respect to his slave, then the judge can fix an amount of money upon payment of which the slave is free. If the master is guilty of serious wrong doing (salah) with respect to his slave, then the slave is released from bondage. Included in this more severe category of misconduct are placing the slave in chains, hanging the slave by his hands and beating him, and excessively severe beating that leads to deep wounds, broken bones, or blindness.

This fasal corresponds quite well to what is reported in the *Commentative Digest*: "If the Slave is not properly supported or treated by his Master, the Court will redress him, by removing him from that Service and allowing him to seek an other on the footing of slavery... If a Slave shall behave ill or disobedient, he or she are liable to a corporal punishment by their Master or Mistress, provided that such chastisement be entirely within the bounds of moderate correction, without losing sight of humanity..." (*Commentative Digest*, p. 303). The fasal itself only places limitations on the authority of the master, without elaborating upon or further defining the slave status.

FASAL 35

Fasal 35 is entitled "sebab anak budak" (concerning the children of

slaves). All children whose parents were slaves are also slaves. Such children are called *anak emas* (literally, the children of gold or golden children). Their status is the same as that of slaves who were purchased. They can be sold or otherwise treated so long as the behaviour of their master does not trespass on what is specifically forbidden by the raja and penghulus.

The right to sell the child of a slave, as mentioned in this fasal, contradicts Fasal 32 which says that the sale of slaves is punishable by death. There is a striking similarity between the notions of interest on money and the children of slaves. The child of a slave can be seen to represent the interest accruing to the master on his original purchase. This relationship is supported by the linguistic features of the terms used for interest and slave children. Interest is "the children of money" (anak uwang) while slave children are "the children of gold" (anak emas).

FASAL 36

Fasal 36 is entitled "orangdapat salah dengan budak orang" (a person guilty of wrongdoing with another man's slave). If a man has sexual relations with a man's slave, then he too becomes a slave. However, the man may buy his freedom by paying the woman's owner one half of her value.[34] If, however, she dies before this amount has been paid, then he must pay her full value. A slave can never enter into a debt relationship, if he does so the person giving him money forfeits his claim. And lastly, if the woman was an "anak emas" the court can determine her value as necessary for the above payments.[35]

Though this fasal deals with the behaviour of both free men and slaves, the logic of the relationship is more clearly expressed with regard to free men. The process by which the man becomes a slave is described as "budak orang satu jadi dua" (one slave becomes two). The language is similar to that used for the lipat compensation for theft. Here, however, the principle is that the value of the original slave becomes distributed over two persons. From this it follows that for the man to buy his freedom he must pay only one half of the woman's value, because he represents only one half of the owner's original investment. But if the woman dies before he has met this obligation then he alone represents the value of the owner's original investment and must pay her full value.

The text is not very clear as to what happens if the guilty man was a slave. The credit principle is the same as that expressed in the *Commentative Digest*. "No person can attach the person of a Slave for

debt, as he had no business to give him credit, and from the nature of his situation, it must be impossible for him to pay . . ." (*Commentative Digest,* p. 304). The fasal's reiteration of this principle indicates that the slave cannot buy his own freedom from the new slavery relationship by acquiring credit. The fasal does not elaborate on the possible relationships that might develop (for example, what happens when the man and woman were slaves in different households?). The lack of clarity of the rules concerning the male slave indicates that the situation involving a free man is the more important for the structure of the law.

Thus the most important rule in the fasal is that if a freeman cohabits with another man's slave he also becomes a slave. In Fasal 6 a complementary rule is presented: if a freeman cohabits with his own slave then the woman ultimately becomes free. The complementarity of the rules serves to unite them. But more important, it also establishes a direct articulation between the marriage and financial sections of the law. Fasal 6 presents one situation, Fasal 36 the other. This relationship suggests a new numerical manipulation: 6 + 30 = 36. Two important principles underly this manipulation. First, all of the numbers beginning with a three (30-39) deal with financial matters and further only those fasals beginning with a three deal with such matters. And, secondly, the number used in the manipulation (three) is the key number in the 3-4-14 manipulation. While the manipulations in the marriage section involve the addition of ten (i.e., belas), here the manipulation operates by the addition of three tens. Enam (6) becomes tiga puloh enam (3, 10, 6, or 36). Thus the complementarity of the rules of these two fasals indicate that a fundamental relationship exists. One aspect of their numerical relationship is a variation on the numerical manipulation rules found elsewhere in the law.[36] If any other articulations exist between the financial and marriage sections which use this particular manipulation rule then one would expect it to exist between Fasals 7 and 37. Since Fasals 6 and 7 form an important structural unit in the marriage section and Fasals 6 and 36 are numerically and conceptually articulated then it is reasonable to expect that Fasals 7 and 37 should be similarly articulated.

FASAL 37

Fasal 37 is entitled "sebab orang mengiring" (concerning mengiring debtors). A mengiring debtor is a free person who contracts a debt and agrees to work for his creditor without financial reward until the loan is repaid. If a mengiring debtor flees he must pay one tali for each day he is absent. This payment represents the value of the debtor's labour

for his master; but, it is the same for a man or a woman. If a mengiring debtor is hung by his bound hands and beaten, then he is freed from bondage by a judge and need not repay the loan. The debt cannot be paid in installments. All the children of a mengiring debtor born in the house of their parents' creditor are freemen. However, the debtor must pay his creditor the *pembasoh rumah* (the cleansing of the house) of ten reals for each child born in his house. The creditor is obliged to provide his debtor with food and clothing. If the debtor wishes to free himself from bondage he must pay the full amount of his debt, neither more nor less without just reason. If the debtor commits a crime either inside or outside his creditor's house he is subject to punishment by a judge. If a female mengiring debtor cohabits with a free man, a debtor, or a slave, the man becomes a mengiring debtor with the woman. The man, however, can purchase his freedom by paying one half the woman's debt. If a female mengiring debtor is "used" (dipakai) by her male creditor against her wishes, she may complain to a judge. Upon verification she may be released and the debt forfeited.

The status of mengiring debtor is between that of an ordinary debtor and a slave. The basic contrast, however, is between a mengiring debtor and a slave. The mengiring debtor is in a self-contracted bondage and can always obtain his release. A slave's bondage is based on a contract between two other persons (i.e., he was purchased) and he may only purchase his freedom in certain special circumstances. The most significant contrast with slavery, however, is not the actual nature of the differences between the two forms of bondage but differences in their presentation in the law. The major rules regarding slaves are spread over three fasals (34, 35, and 36) while the equivalent rules governing mengiring debtors are contained in a single fasal. The mengiring debtor may not be severely beaten. The same provision concerning slaves is to be found in Fasal 34. The children of a mengiring debtor are free [37] while those of a slave, according to Fasal 35, are also slaves. The rules regarding the female mengiring debtor who cohabits with someone other than her creditor are very similar to the rules for a female slave presented in Fasal 36. Further, there are implied references and contrasts with the ordinary debt relationship. The amount to be paid back must be exactly equivalent to the original debt. This implicitly states that the charging of interest is prohibited in contrast to the rules provided in Fasal 31. This rule, concerning repayment, together with those regarding flight, present the specific logic of the mengiring debtor's position. The debtor who flees must pay for substitute labour at the rate of one eighth of a real per day. On the one hand, the rule suggests that the labour of the debtor has a wage

equivalent that accrues to the creditor. On the other hand, it suggests that the labour of the debtor is received *in lieu* of interest charges. In the Lais laws (Marsden's History, 1811, p. 224) the amount to be paid in case of flight is three fanams (one tali) per day [38] which is the same as the interest on one real for one month at the original rate or on three reals per month at the reform rate (c.f. Table 2.1). Thus, in that system the payment by the runaway is equivalent to the interest on thirty reals (or ninety reals using the reform rate). In the *Code of Laws* the interest rates were reformed but not the payment by the mengiring debtor. Thus the daily charge of one tali is equivalent to forty-five reals, five tali per year or the interest on about four hundred fifty reals. Thus the association between the debtor's labour and interest payments is revealed by a relationship described in the Lais laws. There the logical relation is the strongest because the amounts of the principle implied by the calculations is most reasonable. The pattern in this law set indicates an important aspect of reforms. The amount the fugitive debtor must pay is the same in the Lais laws and the *Code of Laws*. The interest rate pattern, however, was radically altered. The reform pressure was selectively applied to interest rates, while the fugitive's obligations remained the same. This substantially altered an important logical relationship. In general, reforms which focus on individual elements tend to obscure or distort structural features of a law. On the other hand, reforms which involve a remoulding of old structural relations provide a new structure equally worthy of study.

However, these observations on the relationship between mengiring debtors and other types of financial bondage are based on the comparison of the contents of the fasals and not the structural features of the fasals. In particular, the rules concerning slaves are spread over three fasals. But similar rules regarding mengiring debtors are compressed into a single fasal. This difference can be attributed to the structural relations between marriage forms and financial relationships. While Fasals 6 and 36 may be linked, a similar relationship exists between Fasals 7 and 37. The logic of the woman's relationship to her husband in jujur marriage is the same as that of the mengiring debtor. The jujur marriage involves the transfer of money from the man to the woman's family. The direction of the transfer means that it *is possible* for the woman to be seen as a debtor. This possibility is made into a logical reality because the responsibility for the money is placed upon the person of the woman and not upon her family. If there is a divorce (before children are born) then *she* must *return* the money.

The logic is that of refunding a debt, not of buying a woman back. The possibility that the original transfer represented a purchase is specifically ruled out by Fasal 32, which specifically prohibits the sale of persons. The patrilocal nature of the marriage is underscored by the notion of a debtor "following" (mengiring) the creditor. The fact that there is only one fasal dealing with mengiring debtors indicates that the jujur marriage form is to be associated with only one form of financial relationship and that the mengiring debtor status is associated with only one marriage form.[39]

Slavery, however, may be associated with more than one form of marriage. This is the basic reason for the distribution of the rules regarding slaves over three fasals. The 6-36, 7-37 relationship has been established above. The only other marriage relation relating to, or implying slavery, is that in Fasal 5, i.e., ambil anak marriage. The numerical link indicated by the previously established relationships is that between Fasals 5 and 35, i.e., *ambil anak* to *anak emas.* Besides the deceptively obvious link based on the word *anak,* a more subtle relationship exists. If ambil anak marriage implies a slavery upon the man, why then is there reference to the children of slaves and not to slaves in general? The rationale behind this phenomenon lies in the definition of a slave. A slave, as defined in Fasal 34, is someone who was purchased, but in ambil anak marriage there is no exchange of money that could possibly imply a purchase. However, in the slave child fasal the desired logical relationship is presented: a slave child is a slave acquired without an exchange of money. While the link with slavery is suggestive there are some important differences. While the man's position in the household becomes similar to that of a slave, unlike a slave he may leave when he wishes. This association between ambil anak marriage and slavery is not confined to this link. In the Lais laws, the implication of slavery associated with ambil anak marriage is one of the reasons given for the efforts to abolish this form of marriage.

Fasals 34 and 4 do not articulate using the same manipulation rule as the 35-5, 36-6, 37-7 associations. *Semendo bayar utang* marriage cannot articulate with slavery. First, this marriage form is associated with *semendo merdahika sama merdahika* marriage, which most certainly has no slavery implications. And secondly, there would be a confusion of financial categories, i.e., debts and slavery. The discontinuity in forms of manipulation follows a structural demarcation line in the marriage section: i.e., that between the *semendo merdahika sama merdahika*

forms and the ambil anak form. Further, the difference in forms of articulation creates an opposition between *semendo merdahika sama merdahika* and jujur plus ambil anak marriage. This is a different opposition than that presented in the marriage section itself but it recalls the explicit reform logic of the Lais laws. The manner of articulation between the *semendo merdahika sama merdahika* forms and the financial section require the rest of the economic fasals in order to be fully comprehended.

FASAL 38

Fasal 38 is entitled "hukum menyuroh budak orang atau orang mengiring kepada orang dengan tidak idzin tuannya" (the law regarding the giving of orders to another man's slave or mengiring debtor without the master's permisssion). If such a person is ordered to carry out work without his master's consent, and dies in the process of doing such work or is lost (?) (hilang), the person giving the orders must pay the master either the value of the slave or the amount of the debtor's loan. If the work was done with the master's permission, only one half the value must be paid. Similarly, if another man's property is used without permission and is damaged, lost, or dies (animals), then the borrower must replace the full value. If the property was used with permission the borrower must also replace the full value unless there exists a formal agreement to the contrary.

Fasal 38, like Fasal 37, gives the impression of containing too much information. Four distinct rules are presented, involving two categories of property and two kinds of relationships between user and owner. The categories of property are human and non-human. The relationships between owner and user involve an opposition between with permission and without permission. The four rules are brought together into a single fasal. Without deviating from the pattern of other fasals these four rules could each be presented in separate fasals or in two fasals by grouping either opposition together in a single fasal. Here, however, they form a single fasal. And even more exceptional is that the first line of the fasal gives the impression that the only topic dealt with is using a person without his master's permission. This impression is emphasised by the fact that the word *hukum* (law) is only used in association with this first principle.

There is, however, an association between this initial rule and one contained in the marriage section, i.e., Fasal 8. Fasal 8 deals with elopement without the consent of the parents. The structural implication is that a man takes a woman without her parents' consent. Fasal 38's

structural implication is that a man uses another man's slave or debtor without the master's permission. This connexion, while without profound significance for the understanding of either the marriage or financial sections of the law, serves to emphasise the validity of the numerical manipulation. Thus there are structural relations which are established for their own sake, or for the general validity of the structure, but their contents are minimally significant. The rules concerning the use of another man's property with permission, which form the last section of Fasal 38, serve to foreshadow Fasal 39.

FASAL 39

Fasal 39 is entitled "hukum bebelah pencarian" (the law concerning the division of earnings). Money is given to a person for the purpose of engaging in trade or otherwise pursuing gain. Unless there is a specific agreement to the contrary, all of what is earned in a month is divided equally between debtor and creditor. The same principles may be applied to wet rice farming or gardening. Sometimes a buffalo and cart are loaned for the purpose of hauling wood or plying for hire. Once again the earnings are divided equally. But in this case losses are also to be divided equally. For instance, if the buffalo dies the loss is shared equally by debtor and creditor. If seed capital is offered to a trader and the money is lost (abis) without extenuating circumstances, the trader is held responsible for the return of the capital. If fifty reals or less had been loaned for six months then the capital is returned twofold. If more than fifty reals had been loaned then one and a half times the original capital must be returned. For the purpose of calculation the value of certain animals is listed: a buffalo is worth twenty-five reals, a cow (sapi) fifteen reals, a "Batak" horse thirty-five reals, and a "Padang" horse fifteen reals. The value of a horse may deviate from these values if the animal's condition warrants it.

This fasal introduces a new principle of financial relationship. It is independent of the bondage implicit in both slavery and mengiring debt. The relationship involves a special kind of debt in which the earnings from capital are shared between owner and user. This division of earnings takes the place of direct interest charges. But most significant is the that user of the capital, while being accountable for the money he is given, does not enter into an explicit bondage relationship. Thus the *bebelah* relationship is a special category of a simple debt.

The association between *bebelah* and debt implies a special type of back reference from Fasal 39 to Fasal 30. The reference is not only to a previously mentioned fasal but is also a reference from the last fasal of a section back to the first fasal, thus forming a structural circle

containing all those fasals which deal with financial matters. This reference back to the beginning of the section is analogous to the behaviour of Fasal 9 in the marriage section. Indeed there is no conceptual link between Fasals 9 and 39 based upon a 9-39 numerical manipulation. However, their structural function is the same. Further, the back reference of Fasal 39 to the beginning is such that Fasals 39 and 30 form a distinct structural unit. This structural unit articulates with the *semendo merdahika sama merdahika* fasals of the marriage section. This articulation not only serves to complete the association between marriage and financial sections but also reinforces the transposition of Fasal 39 to the beginning of the section.

The marriage structure based on Fasals 3, 4, 5, 6, and 7 contains two explicit references to relationships mentioned in the section on financial matters. Fasal 6 deals with the woman who was bought (i.e., a slave) and becomes a wife. Fasal 6, however, is by itself not an independent category but is dependent upon Fasal 7, which deals with jujur marriage, to be fully developed. The other fasal in the marriage sequence which behaves in this manner is Fasal 4. Fasal 4 refers back to Fasal 3 in the same way that Fasal 6 refers ahead to Fasal 7. Likewise, Fasal 4 is not fully independent of Fasal 3 but requires the material in Fasal 3 to be fully understood. And, furthermore, Fasal 4, like Fasal 6, deals explicitly with a financial relationship. The marriage form presented in Fasal 4 is *semendo bayar utang* (semendo by paying a debt). The only appropriate point of articulation to the financial section is Fasal 30 (sebab orang berutang) concerning debtors. The main provision of Fasal 30 is that a debtor cannot become a mengiring debtor or a slave. This rule emphasises the principle of marriage presented in Fasal 4. The woman whose debt is paid becomes neither a slave nor a mengiring debtor but a free wife. Thus the logic of the articulation is not only plausible but the fasal in the financial section clarifies and emphasises the relationship in the marriage fasal. Furthermore, the 4-30 numerical relation is an extension of the logic of the 3-4-14 manipulations.

The basic principle of the 3-4-14 manipulation required the addition of the affix -belas to one element of the 3-4 sequence. Thus, tiga-empat became tiga-empatbelas. The linguistic affixation of belas to empat meant an arithmetic addition of ten to four. The structure of the five marriage fasals implies a reverse sequence from empat to tiga (4 to 30). The articulation to the debt section suggests that empat to tiga becomes empat to tiga puluh (4 to 30). In both cases something is added to

one member of the sequence. The addition is both linguistic and arithmetical. In the 4 to 30 manipulation the word for ten (puluh) is added and not the affix that implies the arithmetic addition of ten (belas). However, adding the word for ten to tiga yields tiga puluh which is the Malay word for 30. Thus, the manipulation involves bricoleurean game playing with the relations between the linguistic representation of numbers and the arithmetic values of linguistic features. By adding belas or puluh to a word, one is adding ten in two different ways: one linguistically, the other arithmetically.

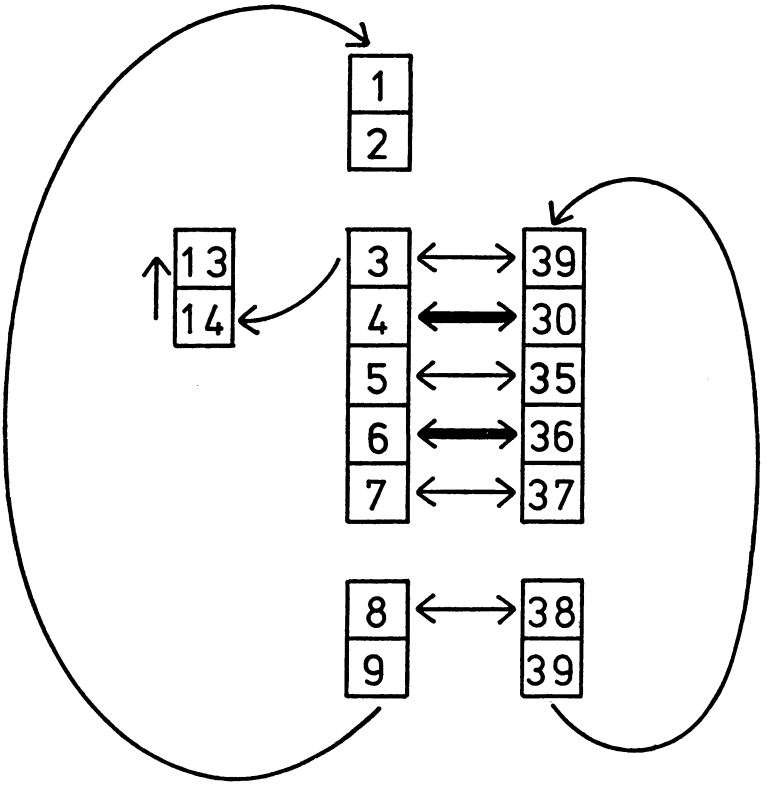

DIAGRAM 2.8

In the financial section Fasal 39 is the fasal that structurally precedes Fasal 30. Further, Fasal 4 is preceded by Fasal 3 in the marriage section. Thus to complete the connexions between the two sections, Fasal 3 should be articulated to Fasal 39. The basic principle of *semendo merda-*

hika sama merdahika marriage is the division of joint earnings. This rule of equal division is the basic principle underlying the *bebelah* relationship as explained in Fasal 39. The logic of the exchange of money is correct. In the marriage the man gives the woman or her family a sum of money; this does not, however, entail bondage upon the woman and whatever joint earnings follow are to be divided equally. This is identical to the logic of the *bebelah* relation. In spite of the large degree of coincidence, the two principles do not coincide completely. In particular, the rules of responsibility for the money exchanged in the bebelah relation do not apply in the marriage form.

Diagram 2.8 [40] summarises the major relationships between the marriage and financial sections.

The Internal Structure of Fasals 30-39

The fasals of the financial section not only articulate with those of the marriage section; they also possess a structure in their own right. While this structure is more or less independent of the articulation structure, it is less elegant and is secondary to the relations based on the articulation with the marriage section.

The structure of the ten fasals (30-39) is based on one major opposition, a system of back referencing, and the use of structural symmetry. Fasals 30 and 31 are conceptually bound together. Fasal 31, dealing with interest, refers back to Fasal 30, the first fasal on debts. In an identical manner Fasal 35, dealing with slave children, refers back to Fasal 34, the first fasal dealing with slavery. The symmetry of these two patterns is underscored by the fact that Fasal 31 deals with *anak wang* (literally, the children of money) and Fasal 35 deals with *anak emas* (literally, the children of gold). Fasals 30 and 31 are concerned with the relations between free men. Fasals 34 and 35 are concerned with slavery. This opposition between free and non-free is the basic opposition of this block of fasals. Fasals 32 and 33 both deal with categories involving free men. Fasal 32 prohibits the sale of persons and Fasal 33 deals with the wage-work relationship. Fasals 36 and 37 present bondage relationships. Fasal 36 deals with sexual relations with another man's slave and Fasal 37 with mengiring debtors. Since the first four fasals all belong to the same element of the basic opposition, it is reasonable to assume that the second four fasals form a discrete unit dealing with bondage or non-free relationships. Thus two blocks of four fasals are indicated: one consists of Fasals 30, 31, 32, and 33; the other of Fasals 34, 35, 36, and 37. In each block the first and last

fasals introduce a new category of legitimate financial relations between individuals. In the first block simple debt and wage relations form the extremities and in the second block slaves and mengiring debtors form the extremities. This structural opposition between center and extremity is the same as that used in the five fasal marriage structure. While a frequently occuring phenomenon in South Sumatran fasal structures, its use in the *Code of Laws* is of more basic significance than is usual. Within the second block there is a complex system of back referencing that does not exist within the first block. Fasal 35 refers back to Fasal 34. Fasal 36 refers back to the unit established by Fasals 34 and 35. Thus, in one sense, Fasals 34, 35, and 36 form a single unit by virtue of their back reference pattern.

Fasal 38 refers back to Fasals 34 and 37 in that it refers to the use of slaves (Fasal 34) and mengiring debtors (Fasal 37) without the master's permission. Fasal 38, however, is not part of the unit formed by Fasals 34, 35, 36, and 37. Two structural features argue against its inclusion in the block. First, the initial structural unit has only four fasals, thus the second block is more likely to contain four than five fasals. Secondly, the principle of introducing new categories of financial relationships at the extremities of a structural unit indicates that Fasal 37 is at a structural boundary.

Fasal 38's somewhat anomalous position is clarified by Fasal 39. It has been previously argued that Fasal 39 is transposed to the beginning of the section. Since the *bebelah* relationship implies a simple debt relation as well as working for someone else but retaining some profit, it refers to Fasals 30 and 33. Thus Fasals 38 and 39 both refer to the extremity categories of the blocks with which they are most closely associated. Thus, this system of referencing lends additional structural weight to the extremity versus center opposition and underscores the basic division of the section into two blocks opposed to each other by the free/nonfree opposition.

The Conclusion: Fasals 40-42

The *Code of Laws* concludes with three fasals that do not form a single conceptual unit.

FASAL 40

Fasal 40 is entitled "orangyang tidak diterima hakim jadi syaksi dengan tidak diterima dia bersumpah" (persons who are not to be accepted by a judge as witnesses and who may not swear an oath). The blind, the deaf, and the insane are unacceptable as witnesses.

Women are unacceptable if there are only two or three of them and the case is a major one. If, however, there are many women of good character the judge may consider the matter. If the case is only a minor one then a woman of good character may serve as a witness. A drunk who has lost his faculties (hilang akal) may not serve as a witness. Likewise a slave may not be a witness even if he wishes to testify on his master's behalf. Furthermore, close family (kaum yang dekat) may not be witnesses. These rules also apply to the swearing of oaths. If an accusation is denied then the accuser is obliged to provide witnesses. And when the witnesses testify under oath, the accused loses the case. If there are no witnesses then the accused may clear himself by swearing an oath. These rules are equally valid in major or minor proceedings.

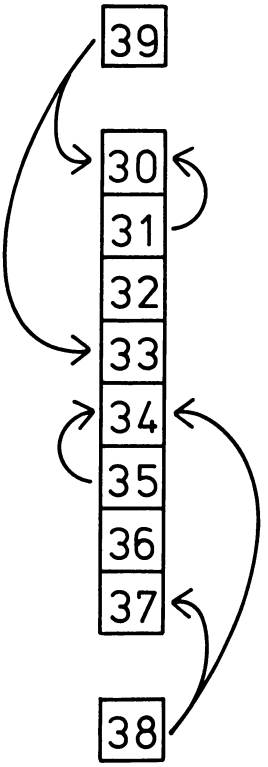

DIAGRAM 2.9[41]

This fasal provides information on legal procedure as opposed to conceptual categories. In this respect it is similar to Fasals 1 and 2, which deal with the procedures for marriage and engagement. The only fasal which is conceptually related to Fasal 40 is Fasal 24, which deals with perjury. However, the most important structural feature of this fasal is that it separates Fasal 41 from the financial section. Thus, the fasal's function is that of a structural insulator.

FASAL 41

Fasal 41 is entitled "hukum orang mengaku utang orang" (the law concerning people who accept responsibility for another person's debts). There are three types of such acceptance. In the first the guarantor assumes responsibility for the payment of the debt only if the debtor absconds. In the second the guarantor assumes responsibility for the payment of the debt if the debtor absconds or dies. In the third, the guarantor assumes responsibility for the payment of the debt but is not responsible for payment if the debtor absconds or dies. A formal contract of the exact responsibility should be drawn up and signed by the guarantor.[42]

This fasal is a good example of the phenomenon which I shall refer to as a displaced structural element. While concerned with debt relations it is not part of the financial section. This displacement or separation from that section is substantiated by two features. First, the structure of the financial section is closed and complete. Especially relevant is

the transposition of Fasal 39 to the beginning of that section, thus effectively closing the sequence. Secondly, Fasal 40 is between Fasal 41 and the entire financial section. By its lack of conceptual links with the material on either side of it, Fasal 40 effectively isolates Fasal 41 from the financial section. This isolation suggests that Fasal 41 is not only part of the financial section but also it must relate primarily to another section.

The most important specific reference to acknowledgement (meng-aku) of another person's debts occurs in Fasal 3. In *semendo merdahika sama merdahika* only those debts which are acknowledged by both parties are to be paid jointly. Thus, the principles of Fasal 41 are needed for the interpretation of Fasal 3. Furthermore, Fasal 3 is the nucleus of all numerical manipulations. Fasal 3 contains specific instructions to proceed to Fasal 14. But the connection suggested here indicates that the digits of the number fourteen should be reversed. Thus another numerical manipulation is present. The basic numerical sequence 3 to 4 was changed to 3 to 14. In turn the product of the first manipulation is changed again to yield 3 to 41. The 3 to 14 and 4 to 30 manipulations were based on a juggling of the arithmetic and linguistic features of the numerical system. This final manipulation involves a reversal of the digits of the number fourteen, or more precisely, the number is to be read backwards. This manipulation is based on a curious feature of Arabic writing. Texts written in Arabic script must be read from right to left. Numbers, however, must be read from left to right. Thus the actual writing in the text requires a reversal of the normal reading sequence when reading numbers. Thus the manipulation rule is not a reversal of the digits but a failure to reverse the normal reading sequence. Indeed, in reading texts written in Arabic script, this is an error that is very easy to make. Thus the 3-41 manipulation adds the characteristics of the writing system to the arithmetical and linguistic features of the number system as subjects for bricoleurean game playing.

FASAL 42

Fasal 42 is entitled "sebab gedaian" (concerning the pawning of objects). Anyone who pawns objects whose value is five reals or more must appear before the magistrate. Failure to do so results in the loss of the money and the impounding of the object.

This fasal has no particular significance and relates neither implicitly nor explicitly to another fasal. The only noteworthy feature of this fasal is the use of the English word magistrate. Its only possible structural

function is that it prevents the law set from ending with Fasal 41. This may represent an insulation of Fasal 41 on both sides from other elements in the law. Thus the law ends with a fasal that refers to nothing and has no connection with anything else in the law. This is identical to the first fasal which cannot refer to anything other than itself until at least the second fasal has been read.

Conclusion

The *Code of Laws* is the reference text and thus its analysis is the reference point for this study. As will become apparent in subsequent analyses, the *Code of Laws* can be characterised by neither the purity of its oppositions nor by its clarity of presentation of the essential principles of South Sumatran social organization. On the other hand, the complexity of the structural relations between the categories offers a wide range of structural features that are essential to the understanding of South Sumatran legal codes. Indeed, the structure is more important than the contents of the fasals, which by themselves are in no way remarkable. The structure gives meaning to the content by turning a mere catalogue of customs into a coherent legal statement. The relative importance of the structure versus the elemental values of the fasals underscores the basic rule of all structural analyses: the relationships between the elements are more important than the elements themselves. This structure also establishes the fundamental premise of this analysis which may be taken as a corollary of the basic rule of all structural analyses: The patterning of the fasals reveals the oppositional logic of the laws.

CHAPTER 2 — NOTES

1 A homeoteleuton is an error based on similar endings in two neighbouring words, clauses or lines of writing. Thus one often finds that a scribe has omitted a passage because he has left off copying at one word grouping and has begun again at another similar one, omitting the portion between the two similar phrases or word endings. The reverse error also occurs, i.e., the scribe may repeat a passage basing the doubling back on the similarity of phrases.

2 According to the Commission taking over British possessions this Report is dated October 1815 (Van der Kemp, 1894, p. 529).

3 Henceforth this manuscript will be referred to as the *Commentative Digest*. The page references are to the published text which in most cases is an accurate reproduction of the original.

4 The objective basis of this practical experience is difficult to assess. First, certain pragmatic factors made the dictionary relatively easy to use. The exhaustive cross-checking that is necessary while using Helfrich's dictionary,

due to a perverse lack of consistency and an exasperating number of corrections and additions (including corrections to the corrections and additions to the additions), is not necessary when using Marsden. Further, it was one of the few complete English language dictionaries using Arabic script. While the language factor may have influenced me to use the dictionary more frequently, the use of a certain amount of now archaic English may have dissuaded other scholars from its use. In addition to these pragmatic considerations, the dictionary contains entries not to be found in other dictionaries.

5 These contemporary sources are by no means the only ones. The voluminous *Sumatra Factory Records* are another good source. However, those mentioned above are of special significance for their richness of anthropological detail and relative lack of less interesting material from an anthropological point of view. A historian would undoubtedly make a different selection.

6 Another account of the same story is to be found in Appendix A of *The Proceedings of the Agricultural Society* (Proceedings A, pp. 14-16). The main points of both accounts agree, having only minor variations in detail. However, the above, based on a copy of a manuscript, seems to be more complete, especially with regard to genealogical detail.

7 Accounts and further information on the murder can be found in the following sources: Kathirithamby-Wells, 1973; Bastin, 1965; Proceedings III, pp. 28-33; Travers, p. 102 f.; Lady Raffles, 1830, pp. 301-303; Heyne, 1814; Spencer, 1948.

8 For a discussion of the interpretation of this passage c.f. Bastin, 1965, p. 2 n.; Wink, 1926, p. 66 n.

9 On the actual make-up of Sungai Hitam Francis displays an appalling lack of consistency. Francis, 1839, p. 97 "1. Lamba Selapan; 2. Perwatien anablas-die Tape, Aijer and Dari"; Francis, 1842, p. 414 "Lamba Slapan, Porwatien-Doewablas, Tapie Aijer and Diedarat"; Francis, 1856a, II, p. 85 "Lamba-Slapan, Porwatien-Doewablas, Tapie-Aijer and Diedarat"; Francis, 1860, p. 54 "1. Lamba Selapan; 2. Perwatien anamblas die Tape, Aijer and Dari".

10 In the text printed in 1821 part of the conclusion appears as a direct continuation of Fasal 42. De Perez (1849, p. 284) alters this pattern in his translation. Van den Berg (1894, p. 224) alters the pattern of the original in his text and uses this new form in his translation (Van den Berg, 1894, p. 300). However, the manuscript TLVK, M-XLV Cod. 210, OR 94 preserves the form of the printed text. While visually part of Fasal 42, this portion of the conclusion refers conceptually to all the fasals as a single entity and not specifically to Fasal 42. Thus, there may be an error in the Lewis text at this point.

11 The error may be based on a homeoteleuton. However, the form with the error still can be read though its meaning is different from the original.

12 The only major difference between this version and the first edition of Marsden's *History of Sumatra* is the spelling of Malay words, e.g. jujur = joojoor; ambel-anak = ambelano; semando = semundo; and mardiko = mardeeko (Marsden's History, 1783, p. 193).

13 This manuscript (Cod. Or. 12.207) while providing material relevant to the present study also contains a large number of fasals relating only to European administrative practices. The mode of analysis being employed here is not appropriate to this sort of text. Thus, while it will be used as a source, it does not properly belong to the corpus of data of this analysis.

14 Unless the original Malay is quoted all the resumés of fasal material will be summaries of the main points that relate to the analysis or are of general comparative interest.

15 *Belanja* literally means costs; *antar,* to send; and *antaran,* delivery.
16 While the text uses only the terms "hantaran" and "belanja", the De Perez translation (1849, p. 257) uses the single term "blandja antaran".
17 For Islamic conceptions of these terms c.f. Gibb and Kramers, 1965 - IMĀM, p. 165 f. and KHATĪB, p. 251 f.
18 The word "priest" is used here only to indicate the one who officiates at the marriage ceremony and should not be taken to infer the existence of a priesthood. The use of the word "priest" is intended to circumvent the problems of ambiguity associated with the English verb to marry. In the text the forms *menikahkan, dinikahkan,* and *nikahkan* are used to denote the actions of the one who officiates at the marriage ceremony (e.g. orang yang menikahkan itu = the person who marries, i.e., the priest, orang yang dinikahkan itu = the person who is married, i.e., by the priest, and aku nikahkan angkau dengan sianu = I (the priest) marry you (the groom) to so and so (the bride). On the other hand, the form *nikah* is used to denote the actions of the married couple (e.g. aku nikah dengan sianu = I (the groom) marry with so and so (the bride).
19 The text says that the payment may be made at the time of the marriage together with the *wang pengantar.* But from the entire context of Fasal 1 the *antaran* is paid before the marriage, otherwise the provision for changing one's mind (berupah) makes no sense. De Perez bends his translation of the text, writing that the *isi kawin* may be paid at the offering of the *antaran,* at marriage, or upon divorce (De Perez, 1849, p. 258).
20 The reference here is to mengiring debtor, a special type of bondage relationship that is discussed in detail in Fasal 37.
21 C.f. also Van der Tuuk, 1899, Vol. II, p. 839, tungga bapa = bij zijn vader verblijf houden, i.e., to reside with one's father.
22 Since 6 + 7 = 13 this may form one link. While not probable, given the degree of numerical manipulation encountered in this and other laws, such a relation is within the range of possibility.
23 Though the specification of three months and ten days (or one hundred days) is technically a deviation from Koranic principles it is nevertheless frequently found in the Islamic areas of Southeast Asia (Juynboll, p. 189; c.f. also Djamour, 1965, pp. 110, 113; Djamour, 1966, p. 138; Wilkinson, 1959, p. 296).
24 The fasals use ordinal numbers. Thus the 1-11 relation does not correspond exactly to the others; "first" being "yang pertama", while "eleventh" is "yang kesabelas".
25 The text is not completely clear on the kin group referred to. The text says "anak cucunya". De Perez (1849, p. 264) does not mention how the amount was determined. Van den Berg (1894, p. 283) says the reference group is "the daughters and granddaughters of the parents-in-law".
26 Kampung here probably means "yard" and not "hamlet" as is more usual. The same usage also occurs in Fasal 3.
27 "Tuñgal nēnēk" means a single grandparent (usually the grandfather on the father's side).
28 An interesting comparative aspect of these rules can be developed when the two sets of rules are presented in standard notation.

Jujur Assumption	Ambil Anak Assumption
FBD = NO	FBD = YES
FZD = NO	FZD = NO
MBD = YES	MBD = YES
MZD = YES	MZD = NO

The only marriage that is always allowed is MBD marriage and the only marriage that is never allowed is FZD marriage. Thus the two sets of marriage rules based on two principles of descent have a latent feature resulting from their combination that at least suggests a principle of matrilateral cross-cousin marriage. This latent feature would be of only passing interest if it were not for the fact that De Josselin de Jong argues that the matrilateral cross-cousin marriage system of the Minangkabau implies a system of double unilineal descent (De Josselin de Jong, 1951, pp. 82-91).

29 The Québec Act of 1774 provides an interesting example by which a colonial power made a distinction between criminal and civil law. According to Wade, 1968, Vol. I, p. 64 "All future disputes as to property and civil rights were to be determined according to the 'Laws and Customs of Canada', the old French civil law, . . . on the other hand, the criminal law of England was to be retained as a whole, to the exclusion of French criminal law". This principle of jurisdictional difference was incorporated into sections 91, 92, and 94 of the British North America Act of 1867, a statute of the British parliament that still functions as the constitution of Canada; c.f. Laskin, 1951, pp. 1-12.

30 Van den Berg, 1894, pp. 215, 290 misreads *memukau* as *memukul* and thus asserts that the second portion of this fasal deals with striking a person.

31 Klinkert, 1947, p. 248 describes *setawar* as a shrub with medicinal leaves and roots, the latter being used to prepare the *tepoeng tawar.*

32 The fact that "the matter ends there" is denoted in the text by the phrase "kerbau menanduk kerbau lalu" (= lit. the buffalo gores, the buffalo passes) without further elaboration. Fasals 18 and 19 of the "old portion" of Oendang Oendang Seloema in Cod. Or. 12.200 present a detailed discussion of the concept under the name "kerbau menanduk kerbau pergi" (= lit. the buffalo gores, the buffalo goes). These fasals clearly establish that the concept implies that the person injured or killed assumed the risk of being gored by the buffalo and thus the owner is not held liable.

33 The text of the *Adatrechtbundel* incorrectly has "Janam" in place of "Fanam" which is in the manuscript version.

34 This is the interpretation given by De Perez (1849, p. 277). Van den Berg (1894, p. 295) however, interprets this passage as meaning that the man must pay half the value of his wife in addition to his own value as a slave, i.e., he must pay one and a half times the value of the woman.

35 Both the Van den Berg (1899, p. 294 f.) and De Perez (1849, p. 277) translations of this fasal involve considerable interpretative judgment on the meaning of the rules of credit with respect to slaves. The fasal itself is not explicit on who might lend a slave money nor for what purpose. From the context it may be assumed the slave borrows to purchase his release from the second slavery. Of the two translations Van den Berg's is suspect on a number of points and De Perez' is very interpretative but in this case De Perez' is the more accurate assessment of the contents.

36 Another numerical relationship is that six times six equals thirty-six. The importance of the number six in certain other laws will be developed below; c.f. Sungai Lemau laws, p. 154.

37 The *Commentative Digest* indicates that this rule governing the children of mengiring debtors was a recent innovation; such children were formerly also bound by their parents' debt relationship (*Commentative Digest,* p. 305).

38 Interestingly, the Lais laws mention a reform concerning the amounts to be paid by mengiring debtors who flee. Previously, the amount that a woman had to pay was double that for a man. By the reform both amounts were

fixed at the same amount, i.e., three fanams per day (Marsden's History, 1811, p. 224).

39 William Marsden mentions another type of debt relation which is not mentioned in the *Code of Laws* but appears to be a variant form of the mengiring principle. "*Merañggau* is the condition of a married woman who remains as a pledge for a debt in the house of the creditor of her husband. If any attempt should be made upon her person, the proof of it annuls the debt ..." (Marsden's History, 1811, p. 253). Elsewhere (Marsden's Dictionary, 1812, p. 322) Marsden defines meranggau as "to remain (a married woman) as a pledge for a debt in the house of a creditor" and gives the following example: "Perampūan ōrang īang dūduk merañggau ūtang, the man's wife who remained as a pledge for the debt." The significant feature of this form is that it is a debt relation between two individuals entailing a form of bondage upon a third. Viewed in this way it shares certain formal properties with slavery which is a financial transaction between two individuals entailing bondage on a third. However, the meranggau relationship is explicitly concerned with debts. Of special interest is the fact that this debt relation bears certain deceptive similarities with jujur marriage when this marriage form is viewed as involving debt-like obligations between the husband and the wife's parents. Thus it is of more than passing interest to note that this form of debt relation existed but was not even mentioned in the *Code of Laws*.

40 Diagram 2.8 suggests another numerical relationship, i.e., 13 times 3 = 39. That is, the two tiga numbers multiplied together yield the first and last number of the financial section. The validity of this relationship is unverifiable, however. On the other hand, the existence of other manipulations indicates that this relationship may not be accidental. In general, when dealing with numerical manipulations it is difficult to be certain which relations are antecedent and which are consequent. A certain manipulation will usually create other secondary ones automatically. Due to the nature of the number system, it is difficult to be certain where the intentional manipulation occurred.

41 The back reference by Fasal 36 to the unit formed by Fasals 34 and 35 is omitted from Diagram 2.9 so that the symmetry of the other structural relations can be more clearly seen.

42 The text of the *Code of Laws* apparently contains an error at the beginning of the second type. Van den Berg's correction of the text (1894, p. 223 n.) seems reasonable.