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Dowry Using Cultivated Products of *Harato Pusako Tinggi*: A Case Study in Manggopoh, Agam, West Sumatera^{*}

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Abstract

The research results show that cases of dowry payments using high proceeds from *harato pusako tinggi* in the Luhak Agam area, especially in Manggopoh. The highest use of *harato pusako tinggi* in Manggopoh is only in the form of cultivation results from *harato pusako* land, such as rice fields and plantations. *Harato pusako tinggi* in this case still belongs to the clan (*kaum*). Traditionally, in this case there is no problem, according to the results of interviews with traditional leaders, if emergency conditions are permitted by customary law to cover the shame of the community and family. According to Islamic law, the use of assets resulting from the cultivation of *harato pusako tinggi* is by Islamic law because the conditions for the validity of the dowry are fulfilled, namely private property (*milk al-tam*). Previously, community-owned *harato pusako* had been turned into private property through community permission. It contains *hifzh al-nasab* (protecting the family) because maintaining the *kaum's* good name in Islamic law is the same as maintaining the honour and good name of the family. Moreover, in it, there is *hifzh al-mal* (protecting assets), where the giving of *harato pusako tinggi* in Manggopoh does not take the form of giving lands such as rice fields and plantations. However, what is given is in the form of harvests from land cultivated and managed by Harato Pusako Tinggi.

Keywords: Dowry, *Harato Pusako Tinggi*, West Sumatera

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A. INTRODUCTION

The diversity of dowry payments in marriages over time is widespread, especially in the case study in Manggopoh. It was found that people who held marriages by giving dowries using *harato pusako tinggi*. Giving a dowry using *harato pusako tinggi* is a new thing that is rarely heard of. The term "*harato pusako tinggi*" in Minangkabau custom refers to several assets that are obtained and managed through kinship from generation to generation, passed down from ancestors in the mother's lineage. This property is jointly owned, not individually owned (Basa, 2023). Common property in the Minangkabau custom is the ownership of the community (*kaum*). *Kaum* is defined as the neighbourhood where people live and settle. A *kaum* is headed by a tribal chief called *Datuak*. (Basa, 2023)

Hereditary ownership of *harato pusako* has rules and regulations that *harato pusako* is not used carelessly, including for individuals. This is because the purpose of the *harato pusako tinggi* is for the common good. For the sake of common interests, *harato pusako* cannot be sold but can only be pawned (Navis, 1984). The pawn process in the *harato pusako tinggi* is only under certain circumstances, not pawned by one party or pawned by the community without any deliberation and consensus from the community (*kaum*). The pawning process certainly involves many parties, such as *Niniak Mamak*, *Rang Tuo Kaum*, *Panungkek*, *Bundo Kanduang*, *Kemanakan*, and other indigenous people, so it is very important to have deliberation and consensus in the customary community (*kaum*). (Navis, 1984)

In addition to explaining that *harato pusako* has three conditions if the property is pawned or used (Navis, 1984). Among these conditions, "*Rumah gadang ka tirisan*" means when the traditional house in a tribe is no longer habitable and needs to be repaired. "*Gadih gadang dak balaki*" means that when adult women or old virgins who are supposed to get married but are constrained by marriage costs, then this property can be used. "*Mayik tabujua di tangah rumah*" means that if one of the families dies in one group, and in this condition, there is no money that can be used for the process of managing up to the funeral of the body, then the *harato pusako tinggi* can be used (Iyah & Dela, 2022). It appears here that the requirement of the use of the *harato pusako tinggi* in the custom explains that it is not given flexibility for men to use the high *harato pusako tinggi*. Moreover, there is no justification if the *harato pusako* is used as a dowry in marriage. Meanwhile, adat explains that the control and full right of ownership of the *harato pusako tinggi* rests with the women of the community, who are called "*Bundo Kanduang*" in the nuclear family association. (Navis, 1984)

From the case that occurred in Manggopoh, the son worked on land that was still blocked because of his mother and grandmother. While the right here for the results of cultivation is the grandmother because "*bundo kanduang*" in *kaum* family. The results of this cultivation can be owned if certain circumstances are in accordance with the provisions of customary conditions, through the permission of all *niniak mamak*, family parties, and all *bundo kanduang* in the *kaum* family. Otherwise, even though they have worked hard, this property still belongs to the community, not to the individual. This raises an important question as to whether the produce of the *harato pusako tinggi*

can be used as a dowry.

While in Islamic law, it is stated that among the items that can be used as a dowry, the conditions are pure; the goods must be (*milk al-tam*), namely the personal property of the man, not borrowed goods, rent, or other people's property (Ghozali, 2003). The problem arises here that the dowry must belong to the whole, both the use and the use of the function of the item. It is clear that the *harato pusako tinggi* is not private property but belongs to the union of the people. This means that it is owned jointly, and when it is used, it must be known to the whole community (*kaum*). However, in Manggopoh, there was a case where the work of the *harato pusako tinggi* was used as a dowry.

B. METHODS

The type of research used in this study is qualitative research. Qualitative research is research that produces findings that cannot be achieved by statistical procedures or by means of quantification. Qualitative research can be designed to contribute to theory, practice, policy, social problems, and action. (Ghony, 2012) The approach method in this research uses empirical legal research methods. A legal approach that is carried out by seeing how things actually happen in the community to an event as they are. This research is also called non-doctrinal, which means research that focuses on primary data obtained from direct objects through research data, with the main actors being the community. (Sopyan, 2010)

The primary data used in writing this thesis is through empirical data sources from the results of interviews and field observations of the practice of paying dowry using the results of *harato pusako tinggi* cultivation in Manggopoh, Luhak Agam, West Sumatra. Secondary data is in the form of all publications on law that are not official documents (Marzuki, 2016). Publications about the law such as textbooks, legal journals, and theses.

Interviews were conducted using an in-depth interview technique, which is a data collection tool used to obtain clear and accurate information related to the case under study. This interview was conducted in Luhak Agam, especially in Nagari Manggopoh. Some of the interviewees in this interview were two *Niniak Mamak Adat*, namely Datuak Palimo Basa and Datuak Katumanguangan, as well as one *Panungkek Adat*, namely Ramli, and one *Rang Tuo Kampuang*, namely Nyiak Leman Bahar. Interviews with couples who gave dowries using *harato pusako tinggi* products in Manggopoh. This interview was conducted through direct visits, virtual calls, and WhatsApp video calls. Literature study is a way for researchers to obtain data and information needed in analyzing problem cases through literature sources. The preparation is done through reading, studying, and analyzing literature reviews from various books, journals, and other research results related to the research.

The method used in analyzing the data here is Sociological Analysis. This method prefers to use in-depth analysis techniques, namely examining the problem on a case-by-case basis, for example, in dowry, using the results of *harato pusako*, because

according to this method, the nature of this problem is different from the nature of other problems. The purpose of this method of analysis is not a generalization but an in-depth understanding of a problem. (Soekanto, 1984)

C. RESULT AND DISCUSSIONS

Dowry in Arabic is *shadaq*, derived from *isim masdar ashdaqa*. The *masdar ishdaq* is taken from the word *shiddiqin*, which means "righteous". The meaning of righteous here is to truly love, and the object of obligation is dowry. In Arabic, there are eight meanings of dowry, namely: *mahar*, *shadaq*, *faridhah*, *nihlah*, *hiba'*, "*uqar alaiq* and *ujr*, (Syarifudin, 2006).

The term dowry in the Qur'an is found in the word *shaduqah*, (Rofiq, 2017). This word is as in Surah An-Nisa' verse 4 below:

وَأَتُوا النِّسَاءَ صَدْقَتِهِنَّ نِحْلَةً فَإِنْ طِبَ لَكُمْ عَنْ شَيْءٍ مِّنْهُ نَفْسًا فَكُلُوهُ هَنِيَّةً مَّرِيَّةً

Meaning: "Give the dowry to the woman (whom you marry). As a willing gift. Then if they give you part of the dowry gladly, then eat of it (as food) that is pleasant and of good consequence." (QS. An-Nisa [4]: 4).

According to the classical fuqaha, there is disagreement about the definition of dowry, but these differences of opinion have the same purpose and purpose. The following are the opinions of the classical fuqaha from the Imam Madzab regarding dowry:

Imam Malik believes that the dowry is something given to the wife in exchange for *istimta'*, which is the pleasure between the husband and wife who have entered into marriage. Pleasure is sexual pleasure that is carried out by two partners, either legally or illegally, by having intercourse, kissing, seeing, touching, and so on. (Ni'mah, 2018)

Imam Asyafi'i's opinion is that the dowry is something that must be given by a man to a woman to be able to control all her limbs. It means that when you want to legalize a woman is by marrying and giving dowry to her. Imam Asyafi'i does not explain the dowry as a pillar of marriage. (Syarifudin, 2006).

According to Imam Hanafi, dowry is property that is given to the husband when the marriage contract takes place in return for the sexual pleasure he receives. Arab tradition states that although the dowry is obligatory, it is not necessarily recommended that the dowry be paid during the marriage contract. In the sense that the dowry may be given during the contract or after the marriage contract is carried out. (Syarifudin, 2006).

The opinion of the Hanbalis defines dowry as a reward in marriage, either mentioned in the contract or required afterwards. This is with the willingness of both parties or the judge. Rewards in things that resemble marriage, such as *wat'i syubhat* and forced *wat'i*. (Nuruddin & Tarigan, 2016)

The provision of dowry from the prospective husband to the prospective wife is also regulated in the Compilation of Islamic Law (KHI). As a legal basis in Indonesia,

KHI explains many things about dowry, including:

Article 1, letter d of KHI, explains, "The gift from the prospective husband is in the form of goods, money, or services as long as it is not contrary to the teachings and laws of Islam." This means that the item used as a dowry does not have to be luxurious and expensive, but an item that is valuable and indeed does not violate the rules of Islamic teachings. In addition, Article 30 of the Compilation of Islamic Law also explains that the dowry is as follows: "The prospective groom is obliged to pay a dowry to the prospective bride whose amount, form, and type are agreed upon by both parties. (Abdurrahman, 2007).

This article explains that the provision of dowry from the prospective husband to the prospective wife is obligatory but not binding and not burdensome. This means that the gift that is required for the prospective husband to give to his prospective wife, either in the form of goods, objects, or services, such as liberating, teaching, educating, and others. Of course, this is by the ability of the prospective husband and according to the agreement between the two parties, so as not to burden and be sincere in giving to each other. (Syarifudin, 2006)

The position of dowry from the view of classical fuqaha has differences of opinion. The difference is striking between the opinion of Imam Malik and other Mazhab Imams. Among the opinions of scholars about the position of the dowry are as follows:

Imam Malik is the only one who states that the dowry is a pillar of a marriage. When something is considered a pillar, it must be fulfilled because if it is not, it can cause the cancellation of a contract. Everything that is a pillar is an obligatory order that must be carried out (Tihami and Sahrani, 2018). Imam Malik's opinion also emphasizes that his marriage is invalid when a prospective husband does not give a dowry. Moreover, if it does not mention the amount or form of dowry in *ijab qabul*, the marriage contract is also invalid. So, the law of giving a dowry to a prospective wife, according to the Maliki opinion, is mandatory. So a person's marriage will not be valid if he does not use a dowry. (Tihami and Sahrani, 2018) Meanwhile, other scholars agree that the dowry is not a pillar of marriage but *atsar*, namely the legal consequences that arise. Even when a person does not give a dowry at the time of *ijab qabul*, the marriage contract is still valid; it is only obligatory to pay the dowry in debt. Of course, the mahr that is owed is an agreement between the two sides of the family so that they are both sincere and there is no burden on each other (Syarifudin, 2006)

The Compilation of Islamic Law also explains that the provision of dowry is not a pillar of marriage in Indonesia. This emphasizes the validity of marriage if it is carried out even if there is no dowry. So that even though there is no dowry, it will not cause the marriage to be cancelled or invalid. It is emphasized as the Compilation of Islamic Law in article 34, paragraph (1) below: "The obligation to provide dowry is not a pillar of marriage." (Abdurrahman, 2007)

The legal requirements of the dowry that must be fulfilled by the prospective husband to the prospective wife are as follows:

a) Something of value

The dowry must be in the form of property and objects that are valuable. The dowry is invalid if there is no price or it isn't very worthy. The dowry is not determined by the amount of either a lot or a little, but if the dowry is small but valuable, then the dowry is still counted as valid. (Ghozali, 2003)

b) Something useful

The benefit of the goods used as a dowry is that the wife can use the item if one day it is needed in an urgent matter (emergency) (Tihami and Sahrani, 2018). Mahar is fully utilized for various purposes as much as possible.

c) The dowry must be pure

The dowry must be in the form of pure goods and avoid impurity. It is not valid if the dowry is given in the form of goods such as alcohol, pork, or blood because these are all haram objects both in substance and benefit. (Armia and Nasution, 2020)

d) Mahar must be private property (*milk al-tam*).

Mahar is the entire personal property, not from stolen goods (*ghasab*), not belonging to friends, or rented goods from any party. How the dowry is obtained is not by taking someone else's property that is not privately owned without the owner's permission. Even if you do not intend to take it because you intend to return it someday, this is still not permissible. For this reason, giving a dowry through goods obtained by *ghasab* is declared invalid, but the contract is still valid. (Ghozali, 2003)

e) The goods used as dowry must fulfil the conditions of sale and purchase.

The nature of the goods used as dowry must have conditions, such as how to obtain goods in buying and selling (Armia and Nasution, 2020). This means that the goods must be present and clear the goods to be given, even though the process of giving them is in the form of debt in the transaction (*aqad*). No sale or purchase is valid if the transaction is in the form of goods whose substances are prohibited. This is evidence that goods prohibited or not allowed to be bought and sold are also not allowed as dowry. Examples of goods that are prohibited in Islamic teachings include pork, blood, drugs, carrion, liquor, and other prohibited things (Ghozali, 2003).

f) Must be clear and known in form and amount.

The condition of the dowry must be in a clear state, both in form, nature, and amount. In the form of movable or immovable goods, when the dowry is given and mentioned, the amount must be precise. The dowry will not be valid by giving goods that are not clear in condition, form, or amount and not mentioned in the type (Ghozali, 2003).

g) The goods can be delivered during the contract or afterwards.

The goods used as dowry can be delivered and are already in hand at the agreed time. When the dowry is given in the agreement at the beginning of the *Ijab Qabul*, the goods used as dowry must already exist when the contract takes place. Likewise, when the dowry is promised after the contract, the delivery must be adjusted to the promise made by both parties. Goods that cannot be delivered when the agreement has been

made cannot be used as a dowry, such as birds flying in the air. (Syarifudin, 2006)

The definition of *harato pusako* itself is all forms of property or objects left behind by ancestors who have long passed away. This property becomes the full right and property of the deceased ancestor. However, this property is not an inheritance passed down to children, wives, husbands, or other heirs (Ibrahim Dt. Sanggoeno Dirajo). *Harato pusako* is an agreement and union in a society that exists in the custom in Minangkabau. Where an ecosystem from this community life environment is called one stomach; this is evidenced by the same lineage through the mother. *Harato pusako tinggi* is a cumulative property inherited from generation to generation according to the mother's lineage.

The provisions for the rights holders and the use of *harato pusako tinggi* in Minangkabau are as follows. The control of the *harato pusako tinggi* rests with the women. The entire right of ownership is in the hands of the eldest woman at each level of their grouping. The results of agricultural business or commercialization of the *harato pusako tinggi* are kept and issued by the eldest woman, in the area in Minangkabau called *Mamak Induk* (the eldest mother). Brothers and male relatives cannot control anything related to the *harm to pusako tinggi* (Bahaar, 2023).

The *harato pusako tinggi* can be used in certain circumstances according to the community's agreement and the *mamak adat*. This is usually referred to as "*Pagang Gadai*", which means a process of transferring *harato pusako* to overcome difficulties. The circumstances that become a reference in using *harato pusako tinggi* are as follows: (Basa, 2023)

- a) *Mayik Tabujua di Ateh Rumah* (Corpse lying in the middle of the house)

Mayik Tabujua di Ateh Rumah means that there are difficulties in the cost of taking care of the body and everything that is needed when organizing it. Minangkabau custom also involves a ceremony when one of the family members dies. This ceremony is as honoured and glorified as a marriage or the appointment of a headman. The process takes place in stages such as "*Manigo hari*" (third day), "*Manujuah hari*" (seventh day), and "*Maratuuh hari*" (hundredth day). When the activity occurs, dishes are served, such as food and drinks (Basa, 2023).

- b) *Managakkan Gala Pusako* (Establishing the Heritage Title)

Minangkabau custom also defines "*Mambangkik batang tarandam*" as a process of appointing or establishing a penghulu whose position has not existed for a long time because the old penghulu cannot carry out its functions anymore, or has resigned and passed away, so that a new penghulu must be appointed (Basa, 2023).

- c) *Gadih Gadang Indak Balaki* (Unmarried Adult Girl).

A girl in the traditional environment who becomes a spinster, here the *mamak adat* and family match with their choice, when the match is agreed, as a marriage capital, *harato pusako* is given for the continuity of the marriage (Basa, 2023). The

preparation and implementation of the event or reception requires a relatively large amount of funds. Because the marriage process in the Minangkabau traditional community is very much involved, it doesn't just take a day to hold a wedding for a girl or a boy in Minangkabau.

d) *Rumah Gadang Katirisan.*

The meaning of *rumah gadang katirisan* is a house damaged and not suitable for use. *Rumah gadang* is a place to go home and gather the "*Saparuik*" in a community (*kaum*), (Ibrahim Dt. Sanggoeno Dirajo.) However, it must be renovated immediately when it is damaged and needs to be repaired. So it requires funds for realization in the construction process, buying building materials, and repairs to the gadang house to create a common good.

It appears here that the *harato pusako tinggi* has special provisions in using it. It is not arbitrary in issuing *harato pusako*, even though it has a position in managing or managing these assets. The process of payment of dowry using the cultivation of *harato pusako tinggi* according to Minangkabau custom explains that customary law does not explain in detail whether or not the cultivation of *harato pusako tinggi* can be used as a dowry. However, no provision explains that the *harato pusako tinggi* can be owned by the male party and used as a dowry or capital in his marriage because the highest *pusako milestone* lies with women in a group called *bundo kanduang*.

The agreement of traditional mamak, such as Datuak Katumanggungan, Datuak Basa, and Leman Bahar, explains that: "*Men are only managers and the highest authority lies with bundo kanduang. History also does not mention that harato pusako can be used as marriage capital, including the provision of dowry in it.*" (Bahar, 2023)

It appears here that customary law does not prohibit the specific category, amount or form of dowry. However, adat regulates that only under certain conditions is it permissible to use *harato pusako tinggi*. This proves that there is an act that occurs outside of customary law if the marriage dowry is given using property that is not privately owned.

The case of payment of dowry using *harato pusako* in Manggopoh explains the inconsistency between the reality in the field of customary law and the reality that occurs in the community. So, it reflects the fading of the philosophy of life that used to have such great philosophical values. Of course, ordinary people will think so if they do not know something like this. However, when the position of the dowry used is *harato pusako tinggi*, this contradicts the legal requirements of dowry where the goods must be (*milk al-tam*), meaning that they must be owned and become the full rights of the dowry giver. Meanwhile, the *harato pusako tinggi* is an asset that is owned cumulatively together. The reason for this misalignment is that something unexpected happened to the groom's family, while the wedding was already counting the days. Cancellation of the marriage or postponement could have been done, but of course, it would have brought shame to the family environment because everyone's response and view is different in assessing an event. This includes cases against the groom that are closely related to forbidden things, namely, drugs. The lack of mindset and the difficulty of gossiping with

neighbours will significantly influence the family, so there are deliberations and customary agreements that are, of course, only known by the separate family.

Nyiak Leman Bahar also reviewed the background of the issuance of the *harato pusako tinggi* as a dowry. "A Minangkabau proverb describes that "Guno kuwia palantang jari, guno harato panutuik malu". (Bahar, 2023) This means that if there is a situation that will cause shame in the community (customary environment), even though there is a *harato pusako* in the community. So, with this big deliberation with *harato pusako*, efforts are made to cover up the shame.

Islamic law states that although scholars differ on the position of the mahr, they agree that it is obligatory. Imam Malik is the only one to mention that dowry is a pillar of marriage. When something is considered a pillar, it must be fulfilled because if there is no dowry, it can cause the cancellation of a contract. Everything that is a pillar is an obligatory order that must be carried out (Syarifudin, 2006). Imam Malik also emphasized that if the prospective husband does not give the dowry, then the marriage is not valid. And if it does not mention the amount or form of dowry in the ijab qabul, the marriage contract is not valid. So, the law of giving dowry to prospective wives according to the Maliki opinion is mandatory. So that a person's marriage will not be valid if he does not use a dowry. (Tihami and Sahrani, 2018)

Other scholars agree that the dowry is not a *pillar* of marriage, but an *atsar*, which is the legal effect that arises. Even when a person does not give a dowry at the time of ijab qabul, the marriage contract is still valid; it is only obligatory to pay the dowry in debt. The mahr that is owed, of course, there is an agreement between the two sides of the family so that they are both sincere and there is no burden on one another (Syarifudin, 2006).

In connection with the function of the dowry, according to the opinion of scholars, including Qurais Sihab, it is explained that the husband is obliged to hand over the dowry or dowry to the prospective wife. The dowry is a symbol of the husband's readiness and willingness to provide physical support to his wife and children, and as long as the dowry is a symbol, it will be a little bit (Syarifudin, 2006).

The fuqaha are unanimous in stating that the conditions of the dowry:

- a) The dowry must be something that has a value and can be benefited from. Giving a dowry for something that has no value or benefit is not valid. It is valid if the dowry is small but has value and benefit.
- b) The dowry must be pure. It is not valid for a dowry to be given in the form of something prohibited, such as alcohol, pork, or blood.
- c) The dowry must be the husband's personal property, not *ghasab* (stolen goods).
- d) Mahar must be clear and known in form and amount (Ghozali, 2003).

From the legal requirements of dowry above, there is one condition that contradicts the case that occurred in Manggopoh. An important point to note from the legal requirements of the dowry above is that the dowry must be privately owned (*milk al-tam*). This means that the dowry is the personal property of the prospective

bridegroom, the right of ownership for him, and the right of use for him. The parable of the legal requirements of the dowry here is likened to the process of buying and selling contracts, when the transaction is valid if the goods sold are private property not belonging to someone else (Ghozali, 2003). When the *hare pusako tinggi* is owned jointly, how can it be used as a dowry, so that later the property rights and usage rights will transfer from the husband to the wife? Meanwhile, the governance that regulates the whole power over the *harato pusako tinggi* is upheld by the *kaum* through the deliberation of the *mamak adat* and all members of the *kaum in nagari* so that the jointly owned *harato pusako tinggi* can't be used as a dowry in marriage. The property that is given as joint ownership will undoubtedly cause problems to occur. One of them will be a struggle for property between them.

Conflicts that arise will cause riots and divisions within a community. Of course, this has an impact not only personally on individuals but has involved many parties within the customary scope of an area, so that the property that should be privately owned (*milk al-tam*) as a valid condition for dowry is inversely proportional to the position of the *pusako harato tinggi*, which is a shared cumulative property.

The use of the *harato pusako tinggi* as a dowry, as in the specific case studied in Manggopoh today, is not contrary to Islamic law. There are several arguments that can be used. *The first* is seen from the legal requirements of the dowry, which is private property (*milk al-tam*) (Mesraini, 2008).

In the case of *harato pusako tinggi*, the property used as a dowry is property in the form of cultivated products that have become private property. The case that occurred in Manggopoh changed the position of the *harato pusako tinggi*, this property was owned by the community turned to individuals. The process was negotiated by (R's future husband), who asked the *mamak adat* and the *kaum* to allow him to work on and take one harvest from the *hart pusako tinggi* in the form of rice fields and fields.

If it is not by the procedures set by adat, then there is no sincerity from the people, and this property is not included as private property (*milk al-tam*) thus the results of this *harato pusako* do not meet the valid requirements of dowry. However, it is different if it is by the procedure, as in the case of Manggopoh, there is sincerity between the customary people to work on and take the results of the *harato pusako tinggi*. After deliberation and consensus between the customary niniak mamak and the *kaum saparuk*, of course, the results of the negotiation through considerations based on logical factors and reasons, such as this case occurred because there was a disaster in their family.

The people's agreement from the results of the customary negotiations was that all agreed that it was permissible because calamities were beyond human control. For this reason, working the land and taking one harvest from the *harato pusako tinggi* is permissible according to adat. This harvest has become the husband-to-be's personal property (*milk al-tam*), and is no longer tied to joint ownership.

The requirement that the property used as a dowry is intact personal property and is already the legal property of the prospective husband (brother R) has been fulfilled. The process of giving the dowry, which was initially money from the

cultivation of plantations and rice fields, was changed to gold jewellery. This gold jewellery will become the dowry to be handed over during the marriage contract. Even though the aim was to cover up embarrassment to the community, the dowry was still considered valid because the property had changed from joint property to private property (*milk al-tam*).

Second, in the context of *hifzh al-nasab*, when viewed from *maqashid sharia* as according to Al-Ghazali in the book *Al-Mustafa* quoted by Ahmad Sarwat, in his book entitled *maqashid sharia*, there are five *maqashid sharia*, namely maintaining religion, maintaining the soul, maintaining the mind, maintaining offspring, and maintaining property (Sarwat, 2019). Allowing dowry from the results of this cultivation is done to maintain the good name of the people. Maintaining the community's good name in Islamic law is *hifzh al-nasab*, which maintains the dignity and good name of the family, *kaum*, and group.

The Qur'an also commands us to take care of ourselves and our families as in Qs At-Tahrim verse 6 below:

يَأَيُّهَا الَّذِينَ آمَنُوا قُوَّا أَنفُسَكُمْ وَآهَلِيكُمْ نَارًا وَفُؤُدُهَا النَّاسُ وَالْحِجَارَةُ عَلَيْهَا مَلِكَةٌ غِلَاظٌ شِدَادٌ لَا يَعْصُمُونَ
اللَّهُ مَا أَمْرَهُمْ وَيَفْعَلُونَ مَا يُؤْمِرُونَ

Meaning: "O you who believe, guard yourselves and your families against the fire of Hell, whose fuel is man and stone, and whose guardians are harsh and stern angels. They do not disobey Allah in what He commands them and always do what is commanded." (Qs At-Tahrim [28]: 6).

Third, the review of Islamic law on the *harato pusako tinggi* in the *maqashid sharia* section, namely *hifzh al-mal* (protecting property). Giving the *harato pusako tinggi* in Manggopoh is not in the form of giving lands such as rice fields and plantations. However, what is given is the harvest from the land that has been cultivated and managed from the *harato pusako tinggi*. So that the *harato pusako* land remains the people's property without any transfer of ownership. The results of this cultivation are given by the community, not based on rent or loan, but all crops are given to the manager (prospective husband) according to the agreement of the custom that has been discussed. Thus, the cultivation of *harato pusako tinggi* products is in accordance with Islamic law. Islamic law, in the concept of *maqashid sharia*, is one form that maintains the same relationship between offspring and property owned by the people and does not violate the rules that apply both in the view of custom and Islam.

It appears here that the religion explained in (the Qur'an and Hadith) does not determine and stipulate the minimum and maximum amount of dowry. However, of course, this has to do with the differences and levels of human ability to give it. Giving dowry is left according to the ability of the person concerned. This is, of course, accompanied by the willingness and agreement of both sides of the family who are getting married. The agreement starts from the nominal amount and what kind of dowry will be given during the marriage contract, all agreed upon by both parties so that no one feels objected and no one feels disadvantaged.

D. CONCLUSION

From the explanation of the dowry using the results of the *harato pusako tinggi* case study in Manggopoh Luhak Agam above, the author concludes the following.

The use of the *harato pusako tinggi* in Manggopoh is only the result of the cultivation of the *pusako* property, such as rice fields and plantations. *Harato pusako tinggi* in this case still belongs to the community (*kaum*), because what is requested is only the results of one harvest from the cultivation managed from the land. This use must be with the permission of the *mamak adat* and the *Saparuik* family as the supervisor and who regulates the continuity of the property. So that after the word of agreement, it is allowed to take the results of the cultivation and this property is legally the personal property of the cultivator (prospective husband).

According to adat, as evidenced by interviews with traditional leaders and elders, all agreed that this case did not violate adat rules because there were appropriate and logical considerations. Customary law allows this in cases of emergency to cover the shame of the family. A marriage cannot be annulled if there is no problem between one or both parties. It is hoped that this marriage will not be canceled because it will have an impact on the good name of the family.

According to Islamic law, the dowry using property from the cultivation of *harato pusako tinggi* is in accordance with Islamic law, with the following arguments: First, it fulfills the legal requirements of dowry, namely private property (*milk al-tam*). It turns out that in the results of this *harato pusako tinggi* cultivation it has become private property (*milk al-tam*), originally the *harato pusako* was indeed common property, but then it has turned into private property by asking the people through the negotiations of the people's community. Second, *hifzh al-nasab* (preserving the family), which is allowing giving dowry from the results of this *harato pusako tinggi* cultivation in order to maintain the good name of the people. Maintaining the good name of the community in Islamic law is the same as maintaining the dignity and good name of the family, community and group. Third, *hifzh al-mal* (safeguarding property), where the giving of *harato pusako tinggi* in Manggopoh is not in the form of giving land such as rice fields and plantations. Rather, what is given is in the form of crops from the land that has been cultivated and managed from the *harato pusako tinggi*. This means that the *harato pusako* land remains the property of the community without any transfer of ownership, only the results of one harvest from the *harato pusako tinggi* rice fields and plantations are requested by cultivator (prospective husband).

From the case that occurred in the Manggopoh community, it seems necessary to strive to create a cultural introduction through debriefing and learning related to Minangkabau natural culture, especially in the *harato pusako tinggi* to the community from a young age. If not, there will be very few young people who want to learn Minangkabau culture. This is also not supported in the education bench, where in the local content there were originally subjects of Minangkabau traditional culture because the curriculum changed to adjust to the current era of education, so there is no learning at the elementary to high school level. So it does not rule out the lack of knowledge of the younger generation, especially related to the *harato pusako tinggi*.

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