"We are likely to think of the savage as a freakish creature, all moods—at one moment a friend, at the next moment a fiend. So he might be were it not for the social drill imposed by his customs. So he is, if you destroy his customs, and expect him nevertheless to behave as an educated and reasonable being. Given, then, a primitive society in a healthy and uncontaminated condition, its members will invariably be found to be on the average more law-abiding, as judged from the standpoint of their own law, than is the case in any civilized state.

"Of course, if we have to do with a primitive society on the down-grade—and very few that have been 'civilized,' as John Stuart Mill terms it, at the hands of the white man are not on the down-grade—its disorganized and debased custom no longer serves a vital function. But a healthy society is bound, in a wholesale way, to have a healthy custom."

R. R. Marrett, in Anthropology.
FOREWORD

With this reprinting of Barton’s Ifugao Law, a classic in Philippine ethnology and the law of primitive peoples is again available, and anthropologists and other readers will find it as fresh and interesting today as it was when the University of California Press first brought it out a half century ago. Roy Franklin Barton had just spent some eight years among the Ifugao as a supervising teacher, where his interest and curiosity had led him to learn their language and begin recording their ways of life. Ifugao Law was his first major publication, but it was much more than a dry systematization of the rules and regulations that control social life and conduct, for it provided in addition a compact outline of Ifugao society and culture and reflected their basic values and motivations. As such it is an indispensable introduction to Barton’s later and more detailed studies of Ifugao and Kalinga culture. Taken together these studies provide a corpus on the Ifugao that matches in comprehensiveness and interest anything in the whole range of ethnological literature.

The specifically legal contributions of Ifugao Law to the study of primitive law are well known through the work of E. A. Hoebel, who was a friend of Barton’s and one of our foremost students of primitive legal institutions. In his “Introduction” to Barton’s study of Kalinga law he characterizes that contribution as follows:

The great theoretical interest that resides in the Ifugao way of life is that it presents us with an anarchistic political organization, i.e., a system controlling intergroup relations within the tribe and between the tribe and the alien world that operates with little or no institutionalization of government, yet this condition prevails in a technologically sophisticated society whose rice terraces on the rugged mountainsides of Luzon evoke expressions of awe from outside visitors. Further they have developed through the ages a most elaborate system of substantive property law and personal law—a system that operates almost entirely without benefit of government. The Ifugao are the star example of how the system of private law can go. They demonstrate that anarchy is not necessarily synonymous with disorder. Their system also shows up nicely the limitations in a legal order that depends primarily upon the kinship group for its operation.¹

And in his later volume, The Law of Primitive Man, A Study in Comparative Legal Dynamics (1954), Hoebel devotes a chapter to the Ifugao in which he abstracts the basic legal postulates and their corollaries

from Barton's account and illustrates them from the case studies and in modern legal terminology.

While Barton never claimed adherence to any school of anthropology or jurisprudence, his work made him an anthropological behaviorist and a jurisprudential realist. Barton not only analyzed the structure of Igagao law but made it a living reality through the use of case studies, so that we come to understand Igagao behavior much better than we could otherwise do. And the use of case materials makes it possible for other scholars to utilize the data in terms of their own analytical frames of reference. As Hoebel notes, *Igagao Law* stands as "one of the few shining examples of what can be harvested in the way of legal enlightenment through purposeful and intelligently conceived study of law-ways among primitive peoples."

This praise does not mean that the technical aspects of *Igagao Law* are acceptable to legal specialists in the form or terminology in which Barton presented them. Thus Kroeber notes that Max Radin protested Barton's use of the term "crime" for Igagao injuries. And more recently Max Gluckman has written that "while Barton, in his classic books on the Kalinga and Igagao of the Philippines, makes very good analyses of the body of rules of the tribe and illustrates those with records of cases, I do not think he deals adequately with processes of and pressures towards, settlement." Here, I think Gluckman is unjustified in his criticism, but I will leave it to the readers to judge for themselves.

How Barton came to be an anthropologist is not at all clear and what little we know about his early life is contained in A. L. Kroeber's *obituary* and in occasional reverential passages scattered here and there in his later writings. As Kroeber notes, Barton "produced some of the most gifted ethnography ever written in English," and "possessed an unusual insight into the salient physiognomy of institutions, an intense interest in their functioning, and consuming curiosity as to human motives within this functioning." He was wholly self-taught, which was both a limitation and an advantage.

Barton was born near the Spoon River country in west central Illinois, the son of a physician and well-to-do farmer. He graduated from

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the Illinois State Normal University in preparation for a teaching career and was a student in the University of Chicago when as he says, "the notion seized me of going to the Philippines as a teacher." The U.S. government was recruiting a large contingent of teachers in an earlier version of the Peace Corps to staff the new educational system which was being established in the Philippines, and in 1906, at the age of twenty-three, Barton arrived in Manila.

He was first sent to Pangasinan in central Luzon as a supervising teacher, but one day he met some mountaineers who had come down to trade and immediately applied for a transfer to the Mountain Province. He went to Cervantes, where there was an Industrial School for Igarots, but soon volunteered for a post in Igagao sub-provinces, which his predecessor, who had been spared there, was anxious to leave. Here he lived for eight years, and as Kroeber puts it, "quickly clicked into his life work." In *The Half-Way Tree* Barton provides a fascinating account of his life during this period, as well as of the problems involved in the administration of the Mountain Province.

The Mountain Province had just emerged from the disorders of the revolt against Spain and was being administered by a picked group of Americans under the direction of Dean C. Worcester, as Secretary of the Interior for the Philippines. Igagao Sub-Provence in the charge of Jeff D. Gallman, an ex-army officer who was restoring peace and order and building trails with a firmness and tact which Barton came greatly to admire. David P. Barrows, an anthropologist who had come earlier to the Philippines as Chief of the Bureau of Non-Christian Tribes and was now Director of Education, also encouraged his early studies. With H. Otley Beyer, a fellow teacher who was stationed at Banaue, Barton set out to learn Igagao and to master native life and culture in the Kiangnan region. As he grew more proficient it was natural that disputes would be brought to his attention as he made the rounds of the district schools and their adjudication brought him to the heart of Igagao society and culture.

As a youth Barton had exhibited a gift for observing people and entering sympathetically into their lives. As a lonely young man in Igagao, he opened his home to the community, and particularly to the children. "Throughout my eight and a half years in Igagao land my house was a boys' asylum [sleeping place]. The youngsters come in at dusk without any by-your-leave, would help my houseboys with their chores if asked to, would scuffle with each other, romp and banter for awhile, would quiet down a bit when tired, lie on the floor, scuffle again
and play pranks with each other’s bodies, tell stories and obscene jokes, and finally fall asleep, several under a blanket.”

Ihugao religion first caught his attention; among the Ihugao almost every man is a priest and the pantheon of deities rivals that of India. By 1912 he had published two articles on Ihugao rituals and had completed a preliminary manuscript, “The Religion of the Kiangan Ihugao.” During the summer of 1912 he went as a cinematographer on an expedition to Korea and Japan with Frederick Starr, which broadened his perspective. Together with H. Otley Beyer, he had begun the assembling of the data available on the history and ethnography of the Ihugao people, and he now began a systematic study of various aspects of Ihugao society and culture which was to continue to the end of his life. The Ihugao, who are surely one of the most interesting and original of primitive groups, could have found no better or more sympathetic interpreter.

In 1916, at the end of his first period among the Ihugao, Barton spent four months as supervising teacher among the Kalinga, a related head-hunting group in the northern part of the Mountain Province. Here he found similar institutions, but often in different or more developed form, which enabled him to see Ihugao life in clearer perspective. He began to record Kalinga disputes and he later returned to the Kalinga in 1941 for a more systematic recording of legal cases for his well-known study of Kalinga customary law.6

Barton left the Philippines in 1916 and returned to the United States. The rapid Filipinization of the civil service and the onset of World War I led to a general exodus of Americans and Barton came to the University of California, where he decided on dentistry as a more adequate way to make a living. Both Kroebber and Barrows were at Berkeley and together they encouraged Barton to complete his “Ihugao Law” and “Ihugao Economics” which were published, along with papers by C. R. Moss on the Nuboloi and Kankanae, in Volume 13 of the University of California Publications in American Archaeology and Ethnology, 1919–1922.

During the 1920’s Barton practiced dentistry in a variety of places, including Manila, and managed to spend another period with the Ihugao, in the meantime writing The Half-Way Sun, which Barrows later characterized as the most valuable book published on any of the mountain peoples. He returned to America in 1930 but did not feel

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6 Barton, Philippine Pagan, p. 10.
7 Barton, The Kalinga. Their Institutions and Custom Law.

at home. His marriage broke up and in his resentment over what he considered an unjust divorce judgment he went to Europe, and then to the Soviet Union where he spent a decade, first in dentistry and then at the Institute of Ethnography of the Academy of Sciences, where he took an advanced degree and became a member of the staff, with responsibility for the Indonesian area. He remarried in Russia but maintained his U.S. citizenship, and, in 1937, returned to the Philippines for field research supported by both the Institute of Ethnography and American research organizations. Here he collected the Ihugao autobiographies which were published in Philippine Pages (London, 1938) and which gave a new dimension to his studies.

In 1940, with the onset of World War II, Barton left Russia and went directly to the Philippines. He taught briefly at Segoda in the Mountain Province before being awarded a Guggenheim Fellowship which enabled him to continue his field researches and begin the recording of the hiklad, an extensive series of epics sung on various occasions. It was during this period that I first began corresponding with him about planning a systematic survey of the social and political institutions of the various mountain peoples, a project which was interrupted by the Japanese invasion in December 1941. Barton was interned in Baguio, and later at Los Baños, but was able to retain his notes and a number of his manuscripts. During internment he completed The Religion of the Ihugao (published in 1946 as a Memoir of the American Anthropological Association) and largely completed The Mythology of the Ihugao (which was published as a Memoir of The American Folklore Society in 1955). The manuscript on the Kalinga had been completed in preliminary form just before the war and was brought to this country by R. D. Hester, then economic advisor to the High Commissioner, who came out by submarine from Corregidor in 1942.

After the war Barton returned to his brothers, sisters, and mother in the San Joaquin valley for recuperation from starvation and beriberi, and then taught briefly at the University of California before coming to the University of Chicago as a Liechtenstern Fellow in Anthropology. With a renewal of his Guggenheim fellowship he set out to prepare himself for further field work, and to do the final editing of his manuscripts. But an operation for gall bladder difficulties led to an embolism and he unexpectedly died in April, 1947. As Kroebber says, “he was indeed always memorable: courageous, candid, forthright, self-reliant, alert but kindly, hewing his own way. Above all, he forgot himself over the objectives that rose in his view: his soul never rusted.”
Important as are Barton’s contributions to the study of primitive law, it is his contributions to the understanding of Ifugao—and Mountain Province— institutions that have aroused the greatest interest among social scientists. He recognized that the cultures of all the mountain peoples of northern Luzon are basically similar, and that there were numerous parallels with the lowland Filipinos in both language and custom. But in common with his contemporaries he overemphasized the role of multiple migrations in the settlement of the mountains and the probable length of time required for the development of Ifugao culture. And while aware of regional variations in Ifugao through the researches of Father Francis Lambrecht on Mayawaw and H. Otley Beyer on Banaue, he was not particularly concerned with their explanation.

In the two decades since Barton’s death much progress has been made in our knowledge of Mountain Province life and culture. Teams of linguists from the Summer Institute of Linguistics have been engaged in the study of selected languages and dialects for over a decade and their researches will extend and correct Barton’s and Beyer’s preliminary efforts. Father Lambrecht’s continuing studies of ritual chants and religions beliefs are modifying certain of Barton’s conclusions regarding Ifugao origins and development. And Harold C. Conklin’s comprehensive studies of Ifugao agriculture and ecology promise to extend greatly the preliminary studies of both Barton and Beyer, when they are completed.

Here I would like to pay particular tribute to Barton’s contributions to our understanding of bilateral social systems. Since World War II there has been a revival of interest in the “long neglected” field of bilateral descent—but part of the neglect is of Barton’s writings, in which he describes with clarity and economy the structure of bilateral social systems and their operation. The Philippines, along with large portions of Indonesia, provide one of the most important regions of the world for the study of bilateral systems and considerable research has already been accomplished or is underway. But many of the findings,

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both conceptual and substantive, are present or implicit in Ifugao Law, and in Barton’s companion study of the Kalingas.

Barton’s major finding was that kinship is the primary basis for social relations and that each individual or sibling group is the center of a kinship or family group whose “unity must be preserved.” This “kinship circle” or personal kindred includes all the descendants of the eight pairs of great-grandparents, extending laterally to include the third cousins, and is both the exogamous group and the founding group. The local or neighborhood ties in contrast is relatively weak, and local groups unite only against distant regions where there are no close kinsmen. Marriage is an alliance between two such kinship groups, but the alliance is weak or tentative until children are born. Inheritance of rice lands and heirlooms is in terms of primogeniture, the eldest child receiving the bulk of the inherited property, and being responsible for the support of his parents and siblings.

Hoebel, in his analysis of the basic postulates of legal significance for the Ifugao, at the same time summarizes their social and cultural system. Postulate I. The bilateral kinship group is the primary social and legal unit, consisting of the dead, the living, and the yet unborn.

Postulate II. Men and women are of equal social and economic worth.

Postulate III. Supernatural forces control most activities, and the actions of human beings are either compatible or incompatible with the prelutions of the supernaturals.

Postulate IV. Capital goods may be lent at interest.

Postulate V. Rice is the one good food.

Postulate VI. Propriety of residence emphasizes the absoluteness of the primacy of the kinship ties and, conversely, outside the kinship group responsibility to others diminishes with distance.

Professor Hoebel expands each of these postulates with a series of corollaries, and it might be useful to look at those he provides for Postulate I, concerned with the bilateral kinship group.

Corollary 1. An individual’s responsibility to his kinship group takes precedence over any self-interest.

Corollary 2. The kinship group is responsible for the acts of its individual members.

Corollary 3. The kinship group shall provide protection for its members and punish extraneous aggression against them.

Corollary 4. The kinship group shall control all basic capital goods.

Corollary 4.5. Individual possession of rice lands and heirlooms is limited to trust administration on behalf of the kin group.

10 Barton, Ifugao Law, p. 8.

Foreword

Corollary 3. Marriage imposes strict and limiting reciprocal obligations on husband and wife, but the obligations of each to his own kinship group take priority.

Corollary 4. Sex rights in marriage are exclusive between husband and wife.

Corollary 5. Because children provide the continuity essential to the perpetuation of the kinship group, the small family exists primarily for its child members.

It is clear that these “kinship groups” have both continuity and a corporate character, so far as inherited property and responsibility are concerned. It is also clear that they differ for each sibling group and that in neighboring localities they overlap in varying degrees, thus influencing the outcome of controversies and feuds in predictable ways.

Barton was aware of the extensive genealogical knowledge of the Ifugao: “Many Ifugao know their ancestors back to the tenth or even the fourteenth generation, and in addition, the brothers and sisters of these ancestors.”

But he never recorded these genealogies and so missed another important group—the regional bilateral descent group or cognatic stock. Father Lambrecht has recorded these for both Mayoyway and Kingan—they include all the descendants in both lines from early defined culture heroes and include much of the population in particular regions. These genealogical networks were utilized by priests and “go-betweens” in keeping track of economic and other transactions and in maintaining proper relationships with the ancestors in the Skyworld. They are thus of great importance in the settlement of disputes over land and other inherited property. We do not yet know how these cognatic stocks were integrated with the personal kindreds, but it seems clear that they are interrelated in a systematic way and serve to unite different regions into the larger society.

Ifugao society operates without any formal political organization and the families are sovereign in most situations. Rice lands are the sources of wealth and prestige and social classes are important in terms of leadership and ceremonies. Feuds were common and were mediated by temporary “go-betweens” in related regions or by headhunting and vengeance with regard to more distant districts. Barton initially underestimated the tie of propinquity but in his Introduction to Philippine Pagan he notes that the local or geographic unit is “extremely important despite the fact that it is obscure, undefined, and rarely has a place in the Ifugao’s consciousness.” More recently discrete “agricultural districts” with rice chiefs and rituals have been identified and promise to further our understanding of local ties, even though it is clear that “kinship solidarity transcends geography.”

Barton’s autobigraphies, collected some twenty years after Ifugao Law, offer both a remarkable confirmation of his earlier generalizations and an insight into the workings of another society and culture which is both illuminating and rare. Here the reader can feel what it is like to live in an anarchic society surrounded by endless feuds and responsible to and for a kinship group. We see the kinship system in action and the training in genealogical knowledge and kinship behavior that made for survival. Of particular significance are the accounts of courtship in the girls’ agaana, where trial mating is carried out at a level of intensity which surprised even Barton. But once marriage is entered into—a process that requires many sacrifices and ceremonies involving both family groups—adultery becomes one of the most serious of offenses requiring very heavy indemnities. Barton suggests that the best definition of Ifugao marriage would be: “an agreement between kinship groups for the procreation of children by a man from one of the groups and a woman from the other.”

The Kalinga, who are geographically separated from the Ifugao, but with a similar social base, have solved certain of the problems which plague the Ifugao by developing endogamous regions which have some of the characteristics of small states. Barton studied the Southern Kalinga who have wet rice agriculture and a rather dense population. Here a class of political leaders (pangkala) had arisen who settled disputes within the region, and a system of peace pacts had been developed between regions to reduce the headhunting and feuding tendencies. Coming from the Ifugao, Barton saw the Kalingas as politically organized.

Edward Dozier’s recent study of the Northern Kalinga has both clarified and corrected Barton’s earlier views. The Northern Kalingas are dry rice cultivators who reside in small hamlets that are grouped into endogamous regions. Within the region there are overlapping kinship circles or personal kindreds similar to those of the Ifugao, but outsiders treat the region as a kinship unit and may kill any member to satisfy vengeance. Here authority was in the hands of leading warriors, but the development of peace pacts has led to the rise of influential headmen who adjudicate disputes within the region and act as pact holders. But Dozier found that in the last analysis the pact holder represents his kinship group rather than the territorial unit, and that kinship is...
still the basic bond. By comparing Barton’s data with his own investigations of the Northern and Southern Kalinga, Dozier was able to define the effects of wet rice cultivation on population density and community size in the south and to clarify the changes which were going on in the socio-political system.19

For the Bontok and Northern Kanknay regions, which lie between Ifugao and Kalanga, the social organization becomes more complex. Kinship is still important but a ward organization has developed in the relatively large towns which are characteristic of these regions. Barton had made a brief study of Sagada, a Northern Kanknay community west of Bontoc, the capital of the Mountain Province, and after his death I continued his researches. Here I found a series of cognatic or bilateral descent groups which had certain corporate features such as ownership of hill farmlands and pine forests. Certain ritual positions are likewise controlled by these descent groups, and today these “main families” are active in municipal politics, as well. In addition, Sagada is divided into twelve contiguous wards, each with a name and corporate property such as a ward center for the performance of rituals, a sleeping hut for old men and boys, and a council of old men for the settlement of disputes and the organization of rituals. Each ward has its own household membership, without reference to kinship ties, but individuals can shift from one ward to another. Here we can see that the territorial aspects of the village have developed at the expense of kinship ties, and the wards offer discrete groups which simplify the problems of organization and the settling of disputes. There is still no central political structure, except that provided by the modern Philippine state, but unity is further achieved by a communal ceremonial calendar administered by the councils of old men.

These are only three of the variant combinations of social institutions found in the Mountain Province. The lowland Christian groups show further variations as a result of Spanish and American acculturation, but the personal kindred and bilateral descent and inheritance are still important, along with comproadroga and other added features. In the lowlands the social system has become more flexible and kinship relationships have to be implemented with regard to more distant kin, but the family group is still of central importance and marriage is utilized to extend the kinship network. Even the Moslem Filipinos in the south have built their political structure on a bilateral social system.


18 Barton, The Half-Way Sun, p. 296.
foreword

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June 1, 1968

Publications of Roy Franklin Barton


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PREFACE

There is no law so strong as custom. How much more universal, willing, and spontaneous is obedience to the customary law that a necktie shall be worn with a stiff collar than is obedience to the ordained law against expectoration on sidewalks; notwithstanding that the latter has more basis in consideration of the public weal and even in aesthetics.

This little paper shows how a people having no vestige of constituted authority or government, and therefore living in literal anarchy, dwell in comparative peace and security of life and property. This is owing to the fact of their homogeneity and to the fact that their law is based entirely on custom and taboo.

The Ifugao are a tribe of barbarian head-hunters. Nevertheless, after living among them for a period of eight years, I am fully satisfied that never, even before our government was established over them, was the loss of life from violence of all descriptions nearly so great among them as it is among ourselves. I do not, however, wish to be understood as advocating their state of society as ideal, or as in any way affording more than a few suggestions possibly to our own law-makers. Given dentists and physicians, however, I doubt gravely if any society in existence could afford so much advantage in the way of happiness and true freedom as does that of the Ifugao.

But we must realize that probably neither security of the individual life nor even happiness are the chief ends of existence. The progress and evolution of our people are much more important in all probability, and this seems to demand the sacrifice of ease and freedom and of much happiness on the part of the individuals composing our society.

Acknowledgments are due first to my teacher and friend, Professor Frederick Starr, for his encouragement and assistance, and, above all, for his inculcation of respect for and tolerance toward customs other than our own.

Captain Jeff D. Gallman, whose work among the Ifugao stands to the credit of our government of the Philippines second to that of no other man in the archipelago, assisted me in many ways. He is a man learned in the "lore of men,"

"Who has dealt with men
In the new and naked lands."

Dr. David P. Barrows, now Major Barrows, also rendered me
indispensable aid and encouragement. Dr. A. L. Kroeber of the chair of anthropology, University of California, and his associates, Dr. T. T. Waterman and Mr. E. W. Gifford, have read the manuscript and proofs and have made valuable suggestions which are incorporated in the paper as finally published. These gentlemen have been unstintedly generous in welcoming a newcomer in the field in which they are so preeminent.

Dr. George W. Simonton has kindly assisted in preparing the manuscript for the printer.

The photographs, with one exception, were taken by myself.

SAN FRANCISCO, CALIFORNIA, JANUARY 14, 1918.

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INTRODUCTION

THE IFUGAOS

Philippine ethnologists generally agree to the hypothesis that the Negritos, a race of little blacks, remnants of which now inhabit mountain regions of many of the larger islands, were the original inhabitants of the Philippine Archipelago. They advance the hypothesis that these little blacks were driven by Malay immigrants from their former homes in the fertile plains to the mountains; and that these first Malay invaders were driven from the lowlands into the mountain regions by succeeding immigrations of Malays superior to them in organization and weapons.1 By and by, no one cares to hazard how long afterward, the Spaniards came. They christianized the lowlanders, except the Mohammedan populations of Mindanao and Sulu. But at the time of the American occupation the mountaineer descendants of the first immigration, for the most part, had not received the spiritual ministrations of Her Most Catholic Majesty's missionaries, on account of the inaccessible character of their habitat. True, garrisons and missions had been established in a few localities among them; but owing to the scattered character of the population, the independent spirit of the people, their natural conservatism, and the lack of tact and consideration on the part of the Spanish officials and missionaries, practically no progress had been made in christianizing or civilizing them.

The great majority of the non-Mohammedan, non-Christian Malays inhabit the island of Luzon. The Luzon non-Christian tribes and their estimated numbers are: Apayaoa, 16,000; Benguet Igorots, 25,000; Bontoc Igorots, 50,000; Wild Gaddanes, 4000; Ifugao, 120,000; Ilongots, 6000; Kalingas, 60,000; Tinguiays, 30,000; Lepanto Igorots, 35,000; total, nearly a quarter million. All these tribes inhabit the mountain ranges of the northern third of the island.

The habitat of the Ifugao is situated in about the center of the area inhabited by the non-Christian tribes. In point of travel-time,

1The present population of the Philippine Islands is about 16,000,000. Notwithstanding, there are vast stretches of unoccupied lowlands. At the coming of the Spaniards the population of the tribes that now are Christian has been estimated at 500,000. These second Malay immigrants undoubtedly gained the principal part of their livelihood from agriculture, for which they needed little land. Why, then, is it hypothesized that any immigration drove another to the mountains? My own belief is that the first immigrants went to the mountains of their own volition for the reason that they had been a mountain people and a terrace-building people in their former home.
as we say in the Philippines, for one equipped with the usual amount of baggage, Ifugao-land is about as far from Manila as New York from Constantinople. To the northeast are the Wild Gaddans, to the north the Bontoc Igorot, to the northwest, west, and southwest the Lepanto and Benguet Igorots; to the east, across the wide uninhabited river basin of the Cagayan, are the Ifugots. This geographic isolation has tended to keep the Ifugao culture relatively pure and uninfluenced by contact with the outside world. Two or three military posts were fitfully maintained in Ifugao by the Spaniards during the last half century of their sovereignty; but the lives of the natives were little affected thereby.

Ifugao men wear cloths and Ifugao women loin cloths, or short skirts, reaching from the waist to the knees. Wherever they go the men carry spears. Both sexes ornament their persons with gold ornaments, beads, agates, mother of pearl, brass ornaments, and so forth. Ifugao houses, while small, are substantially built, of excellent materials, and endure through many generations.

It may safely be said that the Ifugao have constructed the most extensive and the most desirable terraces for rice culture to be found anywhere in the world. The Japanese terraces, which excite the admiration of tens of thousands of tourists every year, are not to be compared with them. On these steep mountains that rise from sea-level to heights of six to eight thousand feet—mountains as steep probably as any in the world—there have been carved out, with wooden spades and wooden crowbars, terraces that run like the crude but picturesque "stairsteps" of a race of giants, from the bases almost to the summits. Some of these terrace walls are fifty feet high. More than half are walled with stone. Water to flood these terraces is retained by a little rim of earth at the outer margin. The soil is turned in preparation for planting with a wooden spade. No mountain is too steep to be terraced, if it affords an unfalling supply of water for irrigation. The Ifugao, too, makes clearings on his mountains in which he plants sweet potatoes, and numerous less important vegetables. Without his knowing it, he bases his agriculture on scientific principles (to an extent that astonds the white man) and he tends his crops so skillfully and artistically that he probably has no peer as a mountain husbandman.

Of political organization the Ifugao has nothing—not even a suggestion. Notwithstanding, he has a well-developed system of laws. This absolute lack of political government has brought it about that

the Ifugao is a consummate diplomat. After eight years' residence among them, I am convinced that the Ifugao got along very well in the days before a foreign government was established among them. Through countless generations the Ifugao who has survived and prospered has been the one who has carried his point, indeed, but has carried it without involving himself in serious trouble with his fellows.

The Ifugao's religion is a mixture of an exceedingly complex polytheism, ancestor worship, and a mythology that is used as an instrument of magic. His religion seems to be far more highly developed than that of the other non-Christian tribes.

Attempts made by Spain to colonize the Ifugao in the lowlands invariably met with failure. The Ifugao is a hillman, and loves his hills. He is of an independent nature and cannot stand confinement. A great many prisoners jailed by American officials have courted death rather than endure incarceration.

While there are well defined tribal divisions that mark off the various mountain-Malay populations of northern Luzon, the cultures of all of the tribes are basically similar. Numerous parallelsisms, too, are found with the lowland Filipinos, even now, in features of daily life, religion, taboo, law, and marital relation. The dialects of all the tribes inhabiting the islands are branches of the great family of Malay languages—languages spoken over more than half the circumference of the globe. The linguistic differences that exist between the mountain and the lowland tribes seem to be not much greater than the linguistic differences between the various mountain tribes themselves.

Many things lead us to believe that the culture of the Ifugao is very old. We have to do with a people who possess both as individuals and collectively a most remarkable memory. Ifugao rich men lend to considerable numbers of clients and others every year during the "hungry time"—to these, varying numbers of bundles of rice, to this one a skein of yarn, to that one a pig, and to another again a chicken. All these bargains and their amounts and their varying terms, our wealthy Ifugao remembers, unaided by any system of writing or other artificial means. Many Ifugao know their ancestors back to the tenth or even the fourteenth generation, and, in addition, the brothers and sisters of these ancestors. If we consider the racial or tribal memory of these people, we find a mythology fully as voluminous as that of the Greeks. But the Ifugao have no recollections of having ever migrated. Unless they have lived for many centuries in their
present habitat, it seems certain that they would have retained at least in mythical form the memory of their migration.

Another consideration that is significant lies in a comparison of the rate of rice-field building in these peaceful times, when such work is not hindered but instead vigorously stimulated by the government, with the amount of such work accomplished by past generations. One who stands on some jutting spur of the mountain-side in Asin, Sapao, or Benaue can scarcely help being impressed with the feeling that he is looking upon a work of tens of centuries. Any calculation must be based on vague and hazardous figures of course, but, without having any theories to prove, and making due allowance for increased rate of building during peaceful times and for the pressure of the needs of increased population, from a comparison of the estimated area of voluntary rice-field building with the areas already constructed, I come to the conclusion that the Ifugaus must have lived in their present habitat for at least two thousand years, and I believe that these figures are too small.

**SOURCES OF IFUGAO LAW AND ITS PRESENT STATUS OF DEVELOPMENT**

The Ifugaus have no form of writing; there is, consequently, no written law. They have no form of political government; there is, therefore, no constitutional or statutory law. Inasmuch as they have no courts or judges, there is no law based on judicial decisions.

Ifugao law has two sources of origin: taboo (which is essentially religious) and custom. The customary law is the more important from the greater frequency of its application.

1. *Relation of taboo to law.*—The Ifugao word for taboo is *pawayi*. The root, which appears under the varying forms *iyu*, *iko*, *iyao*, and *ido*, means in general “evil” or “bad.” The prefix *pa* denotes instrumentality or manner. The word *pawayi* means both by derivation and in use, “bad way of doing,” or “evil way.” By far the greater number of taboos have their origin in magic. A very large number of them concern the individual, those closely related to him by blood ties, and for this reason have no place in a discussion of law. Thus a pregnant woman may not wear a string of beads, since the beads form a closed circle and so have a magic tendency to close her body and cause difficult childbirth. This, however, is not a matter that concerns anybody else, and so could be of no interest at law. It is taboo for brothers to defecate near each other, but only they are harmed thereby, and the matter is consequently not of legal interest.

The breaking of a taboo that concerns the person or possessions of an individual of another family is a crime. The following instances will illustrate:

In nearly all districts of Ifugao it is taboo for persons of other districts to pass through a rice field when it is being harvested. It is also taboo for men and women to enter a village when that village is observing its ceremonial idleness, *tangaw*, at the close of harvest time. One who breaks this taboo would be subjected to fine. In ease it were believed that the fine could not be collected, he would be in danger of the lance.

It is taboo to blackguard, to use certain language, and to do certain things in the presence of one’s own kin of the opposite sex that are of the degrees of kinship within which marriage is forbidden or in the presence of another and such kindred of his, or to make any except the most delicately concealed references to matters connected with sex, sexual intercourse, and reproduction. Even these delicately concealed references are permissible only in cases of real necessity. The breaking of this taboo is a serious offense. One who broke the taboo in the presence of his own female kin would not be punished except in so far as the contempt of his fellows is a punishment. In Kiang-an, before the establishment of foreign government, breaking the taboo in the presence of another and his female kin of the forbidden degrees is said to have been sometimes punished by the lance (see sec. 123).

It is taboo for one who knows of a man’s death to ask a relative of the dead man if the man is dead. The breaking of this taboo is punishable by fine.

If asked, Ifugaus say that it is taboo to steal; to burn or destroy the property of another; to insult, or ruin the good name of another; to cause the death or injury of another by sorcery or witchcraft; in short, to commit any of those acts which among most peoples constitute a crime.

The word *taboo* as understood among ourselves, and as most often used among the Ifugaus, denotes a thing rather arbitrarily forbidden. It seems likely that moral laws—from which most criminal laws are an outgrowth—originate thus: the social conscience, learning that some act is antisocial, prohibits it (often in conjunction with religion) or some semblance of it, or some semblance of it, arbitrarily, harshly, and sometimes unreasonably. Thus the first taboo set forth above has the semblance of being aimed against interruption in the business or serious occupation of another, or against his worship. The mere passing near a rice field when it is being harvested or the mere entrance into a village during the period of ceremonial idleness are...
arbitrarily seized upon as acts constituting such interruptions. The second taboo arose from the purpose of the social consciousness to prevent marriage or sexual intercourse between near kin. It is most sweeping and unreasonable in its prohibitions. A third person may make no remark in the presence of kin of the opposite sex as to the fit of the girl’s clothing; as to her beauty; nor may he refer to her lover, nor play the lover’s harp. Many ordinary things must be called by other than their ordinary names. Even the aged priests who officiate at a birth feast must refer in their prayers to the foetus about to be born as “the friend” and to the placenta as “his blanket.”

A great number of things are forbidden in the presence of kindred of opposite sex that would not shock even the most prudish of our own people. The third taboo seems to be aimed against the bawdying or the taking in vain of the name of the dead.

It would seem that a primitive society, once it has decided a thing to be wrong, swings like a pendulum to the very opposite extreme, adds taboo upon taboo, and hedges with taboo most illogically. With the ardor of the neophyte, it goes to the other limit, becoming squammish in the extreme of all that can in the remotest conception be connected with the forbidden thing.

Ultimately reason and logic tend to triumph and eliminate the illogical, impertinent and immaterial taboos, remove the prohibitions contained in the useful taboos from their pedestal of magic, and set them upon a firmer base of intelligence, or at least practical empiricism.

A small part of Ifugao law consists even yet of taboos that are arbitrary and, except in essence, unreasonable. But the greater part has advanced far beyond this stage and is on a firm and reasonable basis of justice. Much of it originated from taboo—even yet the taboos are remembered and frequently applied to acts that constitute crimes among ourselves—but the immaterial and arbitrary taboos have been eliminated. Although the Ifugao say that adultery and theft and arson are tabooed, nevertheless their attitude of mind is not the same as that toward things that are merely tabooed. It is the attitude of

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3 The possibility that these sex taboos are survivals of a former clan system in which exogamy was the rule does not in the least invalidate this statement.

4 Taboo is for the most part undoubtedly derived from magic. Indeed, there are not wanting those who hold that all taboo has its origin in magic. While doubting if so sweeping an assertion as this can be true, especially when we consider that even in its most primitive phases human life is exceedingly complex and intricate, I invite attention to the fact that magic is such an all-embracing thing in primitive society, and is so closely connected with matters of morality and public policy, that there is nothing in this paragraph that can offend even those who hold that the field of taboo is one wholly of magic prohibitions.

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INTRODUCTION

the human mind toward things that are prohibited by law and by conscience.

2. Scope of customary law.—The customary law embraces that which pertains to property, inheritance, water rights, and to a great extent, family law and procedure. There is a certain amount of variation in customs and taboos throughout Ifugao land. This accounts to a certain extent, perhaps, for the reserved behavior of visitors to a district distant from their own. Visitors are afraid of unwittingly breaking some taboo. In general, however, it may be said that laws are very nearly uniform throughout the Ifugao country.

3. Connection of law and religion.—Religion and law appear conjointly in (a) transfers of family property; (b) ordeals; (c) certain taboos; (d) payments of the larger fines; (e) peace-making. The Ifugao state that a large part of their customary law and procedure was given them by Lidiem, their great teacher, a deity of the Skyworld, and an uncle of their hero-ancestor, Balitok.

4. General principles of the Ifugao legal system.—Its personal character. Society does not punish injuries to itself except as the censure of public opinion is a punishment. This follows naturally from the fact that there is no organized society. It is only when an injury committed by a person or family falls on another person or family that the injury is punished formally.

Collective responsibility. Not only the individual who commits an act but his kin, in proportion to the nearness of their kinship, are responsible for the act. Their responsibility is slightly less than his. This applies not only to crimes but to debts and civil injuries.

Collective procedure. Legal procedure is by and between families; therefore a family should be "strong to demand and strong to resist demands." A member of an Ifugao family assists in the punishment of offenders against any other member of his family, and resists the punishment of members of his family by other families. A number of circumstances affect the ardor with which he enters into procedures in which a relative is concerned and the extent to which he will go into them. Among these are: (a) the nearness or remoteness of his relationship to the relative concerned in the action; (b) relationship to the other principal in the action; (c) the loyalty to the family group of the relative principally concerned in the procedure and the extent to which this relative discharges his duty to it; (d) evidence in the ease bearing on the correctness of the relative's position in the controversy.
A corollary of the above principle. Since legal procedure is between families, and never between individuals, nor between a family and an individual, crimes of brother or sister against brother or sister go unpunished. The family of the two individuals is identical. A family cannot proceed against itself. But in the case of incest between a father and a daughter the father might be punished by the girl's mother's family on the ground that he had committed a crime against a member of that family. It is true that just as great an injury would have been committed against the family of the father, since the relationship of the daughter to that family is the same as to her mother's family. But the father, the perpetrator of the crime, being a nearer relative of his own family than his daughter, his family certainly would not take active steps against him. Were the crime a less disgraceful one, the father's kin would probably contest his penalty.

The family unity must at all hazards be preserved. Clemency is shown the remoter kin in order to secure their loyalty to the family group. A large unified family group is in the ideal position of being "strong to demand and strong to resist demands." The family is the only thing of the nature of an organization that the Ifugao has, and he cherishes it accordingly.

Collective reciprocity of punishment. Just as the family group is collectively responsible for the delinquencies of its members, but in less degree than the delinquent himself, so may punishment be meted out to individuals of the group other than the actual culprit, although naturally it is preferred to punish the actual culprit; and so may debts or indemnities be collected from them. But only those individuals that are of the nearest degree of kinship may be held responsible; cousins may not legally be punished if there be brothers or sisters.

Ifugao law is very personal in its character. For the different classes of society there are in the Mampolica-Kabuyan area five grades of fines in punishment of a given crime, four in the Hapao-Hidanuan area, and three in the Kiangun area.

Might is right to a very great extent in the administration of justice. For a given crime, one family, on account of superior war footing, or superior diplomacy, or on account of being better bluffers, will be able to exact much more severe penalties than another. Especially is Ifugao administration of justice likely to be unfair when persons of different classes are parties to a controversy. I doubt very much, however, whether this characteristic of Ifugao administration of justice be more pronounced than it is in our own.

5. Stage of development of Ifugao law.—Reasons have already been given for believing the Ifugao's culture to be very old. His legal system must also be old. Yet it is in the first stage of the development of law. It is, however, an example of a very well developed first-stage legal system. It ranks fairly with Hebrew law, or even with the Mohammedan law of a century ago. R. R. Cherry in his lectures on the Growth of Criminal Law in Ancient Communities demonstrates these stages of legal development: First, a stage of simple retaliation—"an eye for an eye, a tooth for a tooth, a life for a life." Second, a stage in which vengeance may be bought off "either by the individual who has inflicted the injury or by his tribe." Third, a stage in which the tribe or its chiefs or elders intervene to fix penalties and to pronounce sentence of outlawry on those who refuse to pay proper fines. Fourth, a stage in which offenses come to be clearly recognized as crimes against the peace and welfare of the king or the state.

No Ifugao would dream of taking a payment for the deliberate or intentional murder of a kinsman. He would be universally condemned if he did so. However, he would usually accept a payment for an accidental taking of life. There is still, however, an element of doubt as to whether even in such a case payment would be accepted. For nearly all other offenses payments are accepted in extenuation. Ifugao law, then, may be said to be in the latter part of the first stage of legal development.
THE FAMILY LAW

MARRIAGE

6. Polygamy.—The extent to which personality affects what an Ifugao may or may not do without being considered an offender is illustrated in the matter of polygamy. Any Ifugao, except one of the most powerful, who might try to take a plural wife would only bring upon himself heavy punishment—punishment that would be administered by the kin of the first wife. But men who are very wealthy and who are also gifted with a considerable amount of force of character sometimes take a second or even a third wife, and compel the kin of the first wife to recognize her and her children. In other words, they make polygamy legal for themselves. The first wife is of higher class than succeeding wives. Her children have inheritance rights to all the property their father had at the time of the taking of the plural wife. The following is a typical instance of the taking of a plural wife:

Gunde of Maggok, an extremely wealthy man, after marrying and having a number of children by his first wife, began habitually to have illicit intercourse with another woman. The kin of the first wife demanded a heavy indemnity. Such was their bouquet (fervor) that they succeeded in making Gunde think that he was in imminent peril of losing his life, and in collecting double the amount usual in such cases. But having paid the fine, Gunde rallied to his support all his kin and kept up the relations with the woman, taking her as a second wife. Nor did the kin of the first wife attempt to prohibit this, well knowing that they had gone far enough. The second wife is recognized, and her children are recognized, as legitimate. Gunde informed me recently that he was thinking seriously of taking a third. Gunde is admired and envied by every one in the community apparently; whereas a man of less force would be condemned by public opinion.

When a plural wife is taken a heavy payment must be made the first wife and her kin. This may amount to about 500 pesos.

7. Nature of marriage.—Marriage among the Ifugao is a civil contract of undefined duration. It may last a month, a year, a decade, or until the death of one of the parties to it. It has no essential connection with the tribal religion. True, at almost every step in its consummation the family ancestral spirits and the other deities are besought to bless the union in a material way in the matter of children and wealth and by giving the two parties long life. But this is a matter of self interest, and not of bowing or consecrating the union. Should the omens be bad, the two people do not marry because they are afraid that in the shape of sickness or death or childlessness, ill fortune may overtake them if they do so. And even after the marriage has been fully consummated it should happen that at any one of three certain feasts performed by the parents of the couple during the year in connection with their rice crop, the omen of the bile sae48 should promise ill, the marriage is dissolved. No promises are made by the contracting parties to each other or to anybody else. Nor do the contracting parties take any part in any religious ceremonies or in any marriage ceremonies of any kind. Marriage may be terminated at any time by mutual agreement. But that marriage is considered a contract is shown by the fact that if either party terminates the marriage against the will of the other the injured party has the right to assess and collect damages.

The theory that marriage should be permanent in order to provide the better for the training and rearing of children has no legal embodiment. It is, however, established by custom that in case of divorce a property settlement according to the wealth of the family must be made on the children.

8. Eligibility to marry.—Any person of any age may marry. The consent of the parents is not necessary. But there is a taboo on the marriage of cousins within the third degree. This taboo may be rendered inoperative, except in the case of full cousins, by an exchange of animals ranging from two pigs in the case of the nearer relationships to one small pig or a chicken in the case of the remotest. The girl's kin in all cases receive the more valuable animals in this exchange. But the marriage of first cousins is absolutely tabooed and never occurs. It is said that children are sometimes coerced into marriage against their will; but I have heard of only one case in which physical force was used, and even in this case the attempt ended in failure.

9. The two ways in which marriage may be brought about.—These children that will inherit a great deal of property are married

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48 When the Ifugao sacrifices a chicken or pig, he always consults the omen of the bile sae. A full distended bile sae normally placed is a good omen. An empty one, or one abnormally placed is a bad omen. Needless to say, most omens are good.

49 There is a feeling on the part of the social consciousness that marriages ought to be permanent—that it is better when such is the case. Inasmuch, however, as all the uncles and aunts consider themselves, and, in the selection of the reckoning of Ifugao relationships are considered, in loco parentis, with respect to their nephews and nieces, and almost equally bound with the parents themselves to impart instruction and give training, the removal of one parent is of little detriment to the mental and moral phase of the rearing of children.
usually, but by no means always, by a contract marriage; those who will inherit no property, or but a small amount, and those who, married by the preceding method, have lost their spouses, or who on reaching a maturer age, do not find themselves compatible with their spouses, and consequently remarry, are married by a trial marriage. However, it should be said that even a contract marriage is a trial marriage to a great degree. In fact, one inclined to be prudent in his speech would never pronounce an Ifugao marriage a permanent one until the death of one of the parties to it.

The trial marriage is merely a primitive sexual mating in the dormitories of the unmarried. It might be called a courtship, it being understood that, except in its very inceptiency, Ifugao courtship postulates an accompaniment of sexual intercourse. It is very reprehensible, but not punishable, for a girl to enter into two such unions contemporaneously. The moral code is hardly so strict with respect to the male.

In case the two individuals are satisfied with each other, that is, in case they find themselves compatible, and nearly always in case the girl becomes pregnant and the youth has no reason for misgivings as to the parentage of the child, the youth, after consultation with his parents, sends a distant relative or friend, who is not related to the girl, with betels for a ceremonial conference in which the hand of the girl is asked in marriage. Generally it requires two or more trial marriages to select for a person his more permanent mate.

10. Contract marriage.—The contract marriage is usually arranged for, and its first ceremonies at least performed while the children are quite small. Its purpose is to guard against the commission of such a folly on the part of the child who will be wealthy as marriage to a less wealthy spouse. The danger is that such a child, sleeping in the common dormitory, will give way to the ardor of youth and temporarily mate with one below him in station, and that the union so begun prove permanent.

As a rule the couple married by a contract marriage while yet children are elevated by the syawue feast to the category of the kadangyang (upper class). The syawue feast is not an essential part of the marriage ceremonies, but is an addition to them.

The following is the history of a typical marriage of this kind:

DELINAYAN OF AMBUBAK, when his son was about two years old, sent a go-between to Likuyan, also of Ambubak, whose daughter was somewhat younger than Delinayan's son, with betels for a ceremonial conference looking toward a marriage between the two children. He stated that he would contract to give his son his fields at Takadang, and wished to know what fields Likuyan would give his daughter. The go-between returned, stating that Likuyan's people did not consider Delinayan's fields at Takadang seriously, and asked that he assign the boy his fields at Banggo and Dayukong in order that they might consider the union of their daughter with his son. The go-between stated that Likuyan was considering bestowing on his daughter his fields at Takadang.

Delinayan returned the go-between to state that he did not take as being very serious Likuyan's statement that he intended to give his daughter only the field at Takadang. He made the proposal that Likuyan add to the field at Takadang the one at Danak, and stated that if Likuyan would do so he would give his son the fields at Banggo and Dayukong, as Likuyan suggested. Likuyan accepted this proposal.

After two or three more conferences, it was agreed that Delinayan was to assign his son the following moveable family property: 1 rice-wine jar, 1 ganao, 1 gold ornament. Likuyan was to assign his daughter 1 rice-wine jar, 1 gold ornament, and 5 pango (string of ancient beads). Besides the above, Likuyan would give, at the proper time, a house for the young couple. Each of the two men would present his child a gratuity.

The above agreement made, Delinayan sent a pig called tigay di menson and a pig called inbanga. These pigs were sacrificed by Likuyan and thine. The corn of the hole was promised well. Likuyan returned 1 antumawan (4 spears), as the wedding of the inbanga.

About three years elapsed before anything further was done toward the completion of the marriage. During this period Delinayan on behalf of his son furnished Likuyan's household with what flour was needed and kept his granaries in repair. Whenever his son's betrothed fell ill, or whenever her parents or grandparents fell ill, Delinayan furnished a pig for sacrifice. And whenever Delinayan's son or her son's parents or grandparents fell ill Likuyan furnished a pig. Likewise when one of the direct descendants of either of the young couple died the other family furnished a pig for the funeral and a death blanket as one of the burial robes.

In the year 1912—that is, three years after the contract was made—Delinayan sent a man to propose an upawe. Each family performed a graticary feast to determine whether the time was propitious. The husband being notified the other of the fact, Delinayan then sent a large pig as the inbogot. Likuyan's people returned a small pig as habu di inbogot. Then Delinayan furnished a large pig for the atakawa, and the two families met for the first time during the period of the negotiations and sacrificed and prayed together. A short time afterward the children were made boodong by the giving of an upawe feast. At this feast Delinayan gave habu (marriage presents) to Likuyan and his kin.

In a contract marriage there is always an assignment to the children of the property that they will inherit. The amount of property settled upon either of them is equal or very nearly equal to that settled on the other. Nor may the parent of one of the children sell any of this property except for the purpose of providing animals
for sacrifice in case of the illness or death of the child or one of his direct ascendants, or in case of the illness or death of the child's betrothed, or one of his direct ascendants (see sec. 13).

11. Marriage ceremonials.—The following are the steps taken to consummate a typical marriage in the Kiangan-Maggok area:

(a) The boy's kin send the girl's kin a pig. This pig is sacrificed by the girl's kin. The omen of the bile sac is consulted. The pig is eaten. This feast is called mommon.

(b) The boy's kin send another pig to the girl's kin. The girl's kin sacrifice this pig. The omen of the bile sac is consulted. This feast is called imbango.

A non-essential part of the ceremonials, but an important matter in some contingencies, is the return by the girl's kin of a gift to the boy's kin in exchange of the pig sent for this feast. This return gift is called mangdod. Its effect is to nullify any right on the part of the boy's kin to demand a repayment of the pig sent for this ceremony in case the marriage should for any reason whatever fail to be effected. Even though the failure to complete or effect the marriage be the girl's fault, if the mangdod has been sent, the boy's kin have no right to ask a return of the imbango. The return gift is of much less value than that made by the boy's parents.

(c) The boy's kin send the girl's kin a pig, which pig is sacrificed by the girl's kin. The omen of the bile sac is consulted. This feast is called kingot.

A non-essential part of the ceremonials, but one important in the same way as in the preceding ceremony, is the return by the girl's kin of a small pig, called the kalut di kingot (exchange of the kingot).

(d) The kin of both the contracting principals meet at the girl's house and sacrifice a large pig furnished by the boy's kin. This feast is called babas, and has for its especial purpose to obtain from the gods of animal fertility long life, health, and many children for the young couple. It is attended by a giving of gifts by the kin of the boy to the kin of the girl, except that in the case of a contract marriage between kadangyang (the upper class) the giving of these gifts is often deferred till the wanaus ceremony, which, while not part of the marriage ceremonials, often follows immediately after them.

The programme of marriage ceremonials among the northern Ifugao is somewhat different.

(a) Same as (a) above. This ceremonial is omitted except in marriages between the wealthy.

(b) The boy's kin sacrifice a pig at his home, sending half of it, if the omen of the bile sac promises well, to the kin of the girl in a back basket, called hango, whence originates the term imbango, meaning 'carried in a hango.'

(c) The boy's kin take a pig to the girl's home. The girl's kin furnish another and smaller pig. Both families participate in a religious feast. This feast is called tanig, and seems to include both the babas and the kingot of the Kiangan people.

(d) Ceremonial idleness for the boy and the girl is required during a period of five days. On the third day the couple go to one of their fields, it being taboo for either of them to stumble on the way. The trip is in one respect somewhat like the time-honored cutting of the cakes in one of our own marriage feasts to secure a prognostication as to which of the two spouses will die first. Stumbling on the part of one of the couple, however, would indicate that that one would die not only first but soon, and would probably lead to a refusal on his or her part to go ahead with the marriage.\footnote{Stumbling is not merely a prognostication; it is also a cause. It would tend to bring about that he who stumbled would die or be unfortunate if he went ahead with the marriage.} Arrived at the field, the girl weeds a part of it, and the boy gathers some wood from a near-by forest. Then they go home, the boy carrying the bundle of wood.

In case a bad omen of the bile sac is encountered in any of these ceremonials, the marriage is not proceeded with, since the belief is that misfortune would surely attend it. In the case of the poor, some of the above ceremonies may be omitted; or chickens or smaller pigs may be substituted for any or all the pigs. The above programme is simply that which is to be followed out if the groom be financially able to do the 'right thing.'

In case the spouses are related, two pigs—a male and a female—are sacrificed, and the ceremony called ponga is performed. The larger pig is furnished by the boy. The nearer the kinship the larger the pigs necessary for this ceremony.

At no time are any vows or promises made by the principals. At no time, except in the fourth ceremony among the Northern Ifugao, do the principals have any active part in the ceremonies. Indeed, they may not eat the meat of the pigs or chickens killed at their own wedding, for it is taboo to them.

12. Gifts to the kin of the bride: hakba.—In the Kiangan area, but in no other, expensive gifts are made to the kin of the bride.
Those gifts are called hakba. Only in the case of the very poorest are gifts foregone. The gifts are distributed to the girl’s kin, the nearer kin receiving the more valuable and the remote kin the less valuable articles. But the elder of a line of cousins by a single uncle, for example, receives a more valuable present, the next in age a less valuable one, the next in age a still less valuable one, and so on, the youngest getting nothing if he have many brothers and sisters. No distinction is made between male and female kin. The gifts may range from two death blankets, worth 16 pesos, to a spearhead worth 0.20 peso.

Except in the case of the poverty-stricken, there is nothing for it but to pay these presents. If they be not forthcoming, the kin of the woman seize the pig provided for the bubua ceremony, carry it home and guard it well till such time as the groom comes forward with the hakba gifts, when they return it for the ceremonial.

The following is a list of the hakba given by Dulinayan of Ambabag to Likayan’s family of the same village on the occasion of the marriage of the son of the former to the daughter of the latter.

<table>
<thead>
<tr>
<th>Item</th>
<th>Value (P)</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 clouts</td>
<td>P12</td>
</tr>
<tr>
<td>10 woman’s skirts</td>
<td>20</td>
</tr>
<tr>
<td>42 death blankets</td>
<td>338</td>
</tr>
<tr>
<td>16 woman’s girdles</td>
<td>30</td>
</tr>
<tr>
<td>10 war knives</td>
<td>10</td>
</tr>
<tr>
<td>3 iron pots</td>
<td>15</td>
</tr>
<tr>
<td>1 bayod (blanket)</td>
<td>5</td>
</tr>
<tr>
<td>1 rice-wine jar</td>
<td>8</td>
</tr>
<tr>
<td>2 gossa</td>
<td>16</td>
</tr>
<tr>
<td>624 “iron” (spears, knives, axes, etc., at an average value of P.50 each)</td>
<td>310</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>P762</strong></td>
</tr>
</tbody>
</table>

Dulinayan stated at the time these notes were taken that there were a number of things omitted from the above list that he had forgotten; that he counted up the amount of all the hakba immediately after the feast, and that it totaled over 800 pesos.

A groom whose property placed him in the upper rank of the middle class would spend about 128 pesos as follows on hakba:

<table>
<thead>
<tr>
<th>Item</th>
<th>Value (P)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 death blankets</td>
<td>P64</td>
</tr>
<tr>
<td>128 “iron” (at P.50)</td>
<td>64</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>P128</strong></td>
</tr>
</tbody>
</table>

The Family Law

A member of the lower middle class would spend about 92 pesos, and a member of the poorer class would spend about 36 pesos.

13. **Obligations incurred by those who enter into a marriage contract.**—First. The initial ceremony, the nammon, puts upon the principals in a marriage contract the obligation to abstain from sexual relations with any other persons. Sexual intercourse with any other person constitutes the crime of adultery. The degree of guilt for lapses in this respect depends on the progress that has been made toward the completion of the marriage, the culpability growing progressively with the performance of each succeeding marriage ceremonial.

Second. The obligation rests on the boy and his kin to furnish the immediate family of the girl with firewood from the time at which the first ceremony is performed until the young couple separate to live in a house by themselves.

Third. For the same period of time as that embraced in the preceding paragraph, the obligation rests on the boy and his kin to keep the granaries of the family of the girl in repair, and to reseed them whenever needful.

Fourth. Each family helps the other in all that pertains to rice culture throughout the first year following the babun ceremony. Each family furnishes the other with the pig necessary for the sacrifice at each of the three important rice-culture feasts: the kule (growth feast), the kolaing (harvest feast), and the tuling (granary feast).

Fifth. From the time at which the first ceremony is performed until the dissolution of the marriage, it is the duty of either spouse to furnish a pig to the other in the event of the sickness of the other or of any of his or her lineal ascendants.

Sixth. For the same period as that embraced in the preceding paragraph it is the duty of either spouse to furnish the other in the event of the death of any of the lineal ascendants of the other, a pig and a death blanket.

If the spouses be too young to attend to any of their respective obligations to each other or to the families concerned, it is the duty of their parents to attend to the discharge of the obligations.

The non-fulfillment or the non-discharge of any of the above obligations is sufficient cause for a demand for a divorce on the part of the injured spouse. The Igigo does not consider it to be the duty of any person to leave his father and mother and cling to his wife.
or husband. Rather does he consider the opposite to be the duty. A good many marriages are undone between children because of the non-fulfilment of one of these obligations on the part of one of the families involved. It matters not that the spouse be so young as to be of necessity innocent.

The husband has a right to have sexual intercourse with his wife. If she does not accede to his desires, he has the right to force her if he can, but he must not strike or injure her in his attempt. If he cannot force her, he may demand a divorce. Ordinarily no man can have sexual intercourse with an Ifugao woman possessed of her reason and of normal strength, against that woman’s will.

Bugas of Busay, a very pretty girl, was married by her parents against her will to Pingkilhan of Busay, a very rich but, unfortunately, a darkish and very ugly man. The marriage proceeded as far as the bangot, when it was thought wise by Pingkilhan and the part of justice by the kin of the girl that the girl give her body before the proceeding went further. Pingkilhan made many futile attempts to attain this purpose, but all in vain. Finally he despaired. The girl’s father, however, told him to come to his house one night. Pingkilhan did so. An uncle of the girl caught her, and held her. Pingkilhan tried in vain to have sexual intercourse with her. The girl’s resistance made the thing impossible. The marriage ceremonies were carried no further.

It cannot be too strongly emphasized that husband and wife are never united into one family. They are merely allies. The ties that bind each to his own family are much stronger than the ties that bind them together. An Ifugao explained this to me by putting his hands parallel, the forefingers together. The forefingers represent the two spouses; the hands the two families. Should the two families separate, should they withdraw from amity and agreement, the two spouses, the forefingers, of necessity withdraw, because they are attached to different hands.

Each succeeding feast in the consummation of the marriage carries with it an added degree of obligation and of alliance; and an added degree of culpability in cases of failure to comply with the marital obligations and in cases of crimes against the marriage.

14. The binasut relation.—Oftentimes when the spouses are children and live in different villages, as soon as they are of sufficient age to have some feeling for each other—at ten or more years, for instance—one of them goes to the house of the other. Usually the two espoused children live for a time at the house of the parents of the one, and then for a time at the house of the parents of the other.

A child living thus at the house of his parents-in-law is called binasut. This matter is purely optional with the children, and is a matter of convenience to them.

The father of the girl has, however, a mean advantage, which he sometimes, though rarely, uses. If, for example, his son-in-law be a good worker, he counsels his daughter not to go to the house of her father-in-law, in order that she may hold her husband in his house to the end that the family profit by his labor. And even though the couple may have arrived at the age of separating from their elders and living in a house to themselves, the father of the girl refuses to give her her rice fields, putting the boy off from season to season with “Wait till next harvest!” or “Wait till next spading time.” It is true that the boy has in such conduct on the part of his father-in-law sufficient cause to justify him in divorcing the girl; but if he divorces her, he loses all that he has spent for sacrifices and kakeba gifts!

15. Property rights acquired by marriage.—Neither spouse acquires any interest in the property that the other possesses at the time of the marriage. Each has, however, the right to veto the sale or transfer of the family property of the other except where legal and sufficient reasons exist for such transfer. These legal and sufficient reasons are the necessity of selling the field: (a) to provide the necessary things for a funeral feast for ascendants or kinfolk; (b) to pay rightful debts; (c) to pay fines or indemnities; (d) to provide things necessary for feasts and sacrifices which are considered essential—a very liberal interpretation being placed upon the word “essential.”

Should a man sell a field for a light or trivial cause without the permission of his wife, the validity of the transfer would not be effected by the fact of the non-consent of the wife. But the wife would have recourse for damages from her husband, and might demand: (a) twice the price received for the field as a settlement on their children; (b) a divorce; (c) or both. The right of each spouse to veto the sale of the other’s property is equal and the same. This right is based principally or perhaps wholly on the ground that each spouse is the guardian of the interest of the children of the union, born or unborn.

The spouses have a joint right in all property acquired after marriage as the result of their joint labors; that is to say, any property whatever obtained except (a) by the sale of the fields of the one and the repurchase of other fields with the proceeds; (b) as the result of

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*Family property: for definition see sec. 33.*
a fine or indemnity assessed by the family of one against some person for injury done a member of that family; (c) ceremonial gifts such as the habba and habalag; (d) inheritance.

REMARIIAGE OF THE WIDOWED

16. The gibu payment to terminate marriage.—Even death itself does not terminate an Ifugao marriage. It terminates neither the obligation of the widowed to the soul of the dead spouse nor the compact of alliance between the two families involved. This obligation and this compact may be terminated only by the payment known as the gibu.

The word gibu means literally “finish.” In its narrowest and probably original sense it may have meant a payment to terminate all relations and obligations growing out of a marriage. There is another explanation. From the day of the death of a spouse till the third day after the interment (when the binokbok ceremony is performed), the kin of the deceased and the kin of the surviving spouse are on terms of theoretical enmity. They observe with reference to each other all the taboos that are observed toward enemies. This practice may have arisen from a former belief—a belief that is current among many primitive peoples today—that every death is due to sorcery or witchcraft. Whom so naturally blamed as the surviving spouse or his kin? If this be the explanation, then the gibu originated as an indemnity paid for the life of the deceased.

In the present day, the gibu in a broader sense applies to all fines and indemnities paid in connection with the abuse or termination of a marriage.

A remarriage may not properly be effected by the widowed until he has paid the kin of the dead spouse the gibu na dibate (gibu of the dead), or the datok, as it is specifically called. Failure on the part of the widowed to make this payment would lead to a seizure of his property or a lance throwing. In the Kiangan area this payment is not nearly as high as in other parts of Ifugao land, and for the reason that in the former area large payments are made to the kin of the woman in the habba gifts at the beginning of the marriage. In Banaue and other areas of Ifugao the payments are about five times the amounts shown in the subjoined table.

The following is the datok payment of the Kiangan area:

---

For the Wealthy

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pusum, 1 death blanket</td>
<td>P8.00</td>
</tr>
<tr>
<td>Haynuh, 1 pot</td>
<td>5.00</td>
</tr>
<tr>
<td>Haynuh, 1 pot</td>
<td>2.00</td>
</tr>
<tr>
<td>Natalauisin</td>
<td>1.00</td>
</tr>
<tr>
<td>Natalauisin</td>
<td>1.00</td>
</tr>
<tr>
<td>Natalauisin</td>
<td>1.00</td>
</tr>
<tr>
<td>Natau</td>
<td>0.50</td>
</tr>
<tr>
<td>Natau</td>
<td>0.50</td>
</tr>
<tr>
<td>Naobra</td>
<td>0.25</td>
</tr>
<tr>
<td>Amo:</td>
<td></td>
</tr>
<tr>
<td>4 iron</td>
<td>1.50</td>
</tr>
<tr>
<td>Pududol (offering to the soul of the dead), 1 pig</td>
<td>10.00</td>
</tr>
</tbody>
</table>

Total P21.75

For the Middle Class

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pusum, 1 death blanket</td>
<td>P4.00</td>
</tr>
<tr>
<td>Haynuh, 1 pot</td>
<td>2.00</td>
</tr>
<tr>
<td>Haynuh, 1 pot</td>
<td>2.00</td>
</tr>
<tr>
<td>Natalauisin</td>
<td>1.00</td>
</tr>
<tr>
<td>Natalauisin</td>
<td>1.00</td>
</tr>
<tr>
<td>Natau</td>
<td>0.50</td>
</tr>
<tr>
<td>Natau</td>
<td>0.50</td>
</tr>
<tr>
<td>Nubal</td>
<td>0.40</td>
</tr>
<tr>
<td>Naobra</td>
<td>0.25</td>
</tr>
<tr>
<td>Amo:</td>
<td></td>
</tr>
<tr>
<td>4 iron</td>
<td>1.00</td>
</tr>
<tr>
<td>Pududol, 1 pig</td>
<td>6.00</td>
</tr>
</tbody>
</table>

Total P20.65

For the Very Poor

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pusum, 1 pot</td>
<td>P1.00</td>
</tr>
<tr>
<td>Haynuh</td>
<td>1.00</td>
</tr>
<tr>
<td>Natalauisin</td>
<td>1.00</td>
</tr>
<tr>
<td>Natau</td>
<td>0.50</td>
</tr>
<tr>
<td>Nubal</td>
<td>0.40</td>
</tr>
<tr>
<td>Naobra</td>
<td>0.25</td>
</tr>
<tr>
<td>Amo:</td>
<td></td>
</tr>
<tr>
<td>4 iron</td>
<td>1.00</td>
</tr>
<tr>
<td>Pududol, 1 pig</td>
<td>5.00</td>
</tr>
</tbody>
</table>

Total P13.35

---

*For an explanation of the Ifugao’s method of making payments and of reckoning fines and indemnities, see sec. 75.
Ipugao Law

It is considered an insult to the deceased and his kin for a widowed person to remarry within a year from the death of his spouse. In such an event, a larger gibu is demanded by the kin of the dead spouse. Should the spouses have had no children, double the amount usual is demanded as the datok.

If the widowed remarries without having first formally notified the kin of his dead spouse of his intention, or if he scandalously has sexual intercourse, he commits adultery according to Ifugao law, and must pay the gibu laklap (see sec. 75, 94). As a matter of fact, I do not believe that this law is often enforced. The Ifugao say that it was nearly always enforced before the establishment of foreign government.

If the widowed be a woman, both she and the man with whom she contracts a second marriage are responsible for the gibu payment. The payment as a matter of practice is always made by the man who marries her; but it is said that, should her second husband for any reason fail to pay, the widow would be held for the payment.

In the event of the birth of a bastard child to a surviving spouse, the gibu must be paid.

The following is an instance of the non-payment of this indemnity, and the sequelae:

Pinilul of Longa married the wife of Butlong, a deceased kinsman of Timbulubay, also of Longa. Pinilul did not come forward with the usual death payment, notwithstanding the fact that it was repeatedly demanded of him.

Finally Pinilul went to Nueva Vizcaya, and there bought a carabao. Timbulubay gathered his kin and met Pinilul when he was bringing back the carabao. About two miles before they reached their home village Timbulubay and his kin seized the animal, hamstringing and slaughtering it before Pinilul’s eyes.

The act of Timbulubay may very safely be said to have been justified by Ifugao custom, and so to have been legal.

The gibu is smaller if the second spouse taken be a kinsman or kinswoman of the first.

If the living spouse should not have furnished the animal required of him (see sec. 13) and a death blanket for the funeral of the dead spouse, the value of these things is added to the amount of the gibu.10

10 The fact that an Ifugao spouse remains always a member of the family of his blood kindred, and that the ties binding him to his conjugal partner are light indeed is shown by the fact that, at his death, funeral expenses fall mainly on his father and mother and brothers and sisters.

The Family Law

Divorce

The following tables show some of the causes for divorce together with the payments, if any, due to whom they are due.

17. Divorce because of necessity.—This is always achieved by mutual agreement.

<table>
<thead>
<tr>
<th>Causes</th>
<th>Fine</th>
<th>Paid to</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. A bad omen of the bile sac of the animal sacrificed at the meal, umbanggo, kisong, or bulbus feasts (see sec. 17)</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>2. A bad omen of the bile sac at any of the three principal rice feasts of either family during the year following the performance of the bulbus ceremony (see sec. 7)</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

It is considered that only ill fortune could come of a marriage which gave even a single ill omen in any of these cases. It is not permitted to provide another pig and consult the omen again in any of these feasts. But in all subsequent feasts this may be done, and does not lead to divorce. Divorce is unavoidable if the above occurs, and neither party would dream of opposing it.

18. Divorce for mutual benefit.—Childlessness is the cause. Divorce under these circumstances is considered a mutual benefit. It may be achieved by mutual consent or may be demanded by either party without liability for indemnity.

<table>
<thead>
<tr>
<th>Causes</th>
<th>Fine</th>
<th>Paid to</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Continuous dying of offspring</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>2. Childlessness for a period of two or three years after marriage</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

It is considered that the gods of animal fertility look with permanent disapproval on the union. This is not without some show of reason, since spouses who have lived together for a goodly number of years on separation and remarriage with other persons have each had children. Ifugao experience in this matter would indicate that there is such a matter as biologic incompatibility.

19. Divorce which may be demanded by either party.—Cruelty and incompatibility are the causes. The divorce may be by mutual consent or may be demanded by the injured.

<table>
<thead>
<tr>
<th>Causes</th>
<th>Fine</th>
<th>Paid to</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Neglect of one spouse by the other in time of sickness; the failure to &quot;cherish&quot;</td>
<td>Hambid (see The injured below)</td>
<td></td>
</tr>
<tr>
<td>2. Ill treatment of one of the spouses by the near kin of the other; insulting language by a father- or mother-in-law</td>
<td>In some cases Hambid</td>
<td>Divorce</td>
</tr>
<tr>
<td>Case</td>
<td>Fine</td>
<td>Paid to</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>3. Unwillingness of either party to have sexual intercourse with the other, and continued resistance to it, when there is the ability to perform the sexual act</td>
<td></td>
<td>Hudhud</td>
</tr>
<tr>
<td>4. The lessening of the fields of one of the spouses which it was agreed in the contract of marriage would be his, without the consent of the kin of the other spouse</td>
<td></td>
<td>None</td>
</tr>
<tr>
<td>5. Permanent inability to perform the sexual act</td>
<td></td>
<td>Hudhud</td>
</tr>
<tr>
<td>6. Insanity</td>
<td></td>
<td>None</td>
</tr>
<tr>
<td>7. Failure on the part of one spouse or his family in any of the obligations heretofore mentioned (see sec. 13)</td>
<td></td>
<td>Hudhud (not always paid)</td>
</tr>
<tr>
<td>8. Commission of crime by one spouse against a member of the other spouse's family</td>
<td></td>
<td>Hudhud</td>
</tr>
<tr>
<td>9. Refusal of one family to furnish the pig (if necessary, to complete the ceremonies; in case the spouses are related, the refusal or continued neglect of one family to produce a pig for the ponga (see sec. 11)</td>
<td></td>
<td>None</td>
</tr>
<tr>
<td>10. The selling of a rice field for insufficient reasons by one spouse without the consent of the other (see sec. 14)</td>
<td></td>
<td>Hudhud (also see sec. 21)</td>
</tr>
<tr>
<td>11. Continued refusal of the father of either of the spouses to deliver the fields called for in the contract when the couple has reached a reasonable age (see sec. 30)</td>
<td></td>
<td>Hudhud</td>
</tr>
<tr>
<td>12. Continued laziness or shiftless conduct on the part of one of the spouses</td>
<td></td>
<td>Usually none</td>
</tr>
<tr>
<td>13. The incurring of many debts or other obligations; the squandering of family resources</td>
<td></td>
<td>Hudhud</td>
</tr>
<tr>
<td>14. Unreasonable or insane jealousy</td>
<td></td>
<td>None</td>
</tr>
</tbody>
</table>

20. Cases where divorce may be demanded by one party or the other.

<table>
<thead>
<tr>
<th>Case</th>
<th>Fine</th>
<th>Paid to</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Desertion of lawful spouse and cohabitation with another; divorce already a fait accompli</td>
<td></td>
<td>Gibs of hukait (see sec. 91)</td>
</tr>
<tr>
<td>2. Incompatibility; continual quarrelling</td>
<td></td>
<td>Hudhud</td>
</tr>
<tr>
<td>3. A change of affection or a desire not to proceed with or to complete the marriage; if there be children, all the property or nearly all must be settled on them</td>
<td></td>
<td>Hudhud</td>
</tr>
<tr>
<td>4. Adultery</td>
<td></td>
<td>Gibs of lukap (see sec. 94)</td>
</tr>
</tbody>
</table>

21. The hudhud, or payment for mental anguish.—This is the fine or indemnity assessed in cases of divorce at the instance of one of the parties, when uncomplicated by improper sexual relations, on the ground of mental anguish, hakat di nomanem, literally, "hurt of the mind." In general it may be said to be assessed against that spouse who has made necessary the dissolution of the marriage, whether or not he be the one who takes the initiative in effecting the divorce. Should the divorce be effected on account of sexual crime of one of the spouses, the greater the injury the more severely the crime is punished. The hudhud is a small fine, but its payment is said effectually to banish the mental anguish. The dignity and self-importance of the Malay are of unusual proportions in comparison with his other feelings and emotions. In Klangan district there are three grades of the hudhud: one for the kedanggangan or wealthy; one for the tunuk or middle class; and one for savatai or poor. The following are the usual amounts of the indemnity:

### The Hudhud Indemnity

#### For the Wealthy

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Death blanket</td>
<td>₱4.00</td>
</tr>
<tr>
<td>Total</td>
<td>₱4.00</td>
</tr>
</tbody>
</table>

#### For the Middle Class

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Iron pot</td>
<td>₱2.00</td>
</tr>
<tr>
<td>Nataawin</td>
<td>1.00</td>
</tr>
<tr>
<td>Natahi</td>
<td>.60</td>
</tr>
<tr>
<td>Na-bah</td>
<td>.40</td>
</tr>
<tr>
<td>Na-cha</td>
<td>.25</td>
</tr>
<tr>
<td>Total</td>
<td>₱4.85</td>
</tr>
</tbody>
</table>

#### For the Very Poor

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nataawin</td>
<td>₱1.00</td>
</tr>
<tr>
<td>Total</td>
<td>₱1.00</td>
</tr>
</tbody>
</table>

In case of a change of mind leading to an unwillingness to proceed with the marriage, the following additional data are pertinent: Should the girl refuse to proceed with the marriage after the performance of the mommnu ceremonial and before the performance of the imbango ceremonial, she pays simply the hudhud; should she refuse after the imbango, she pays the hudhud, and, unless her kin have given the boy's kin the mungad di imbango, she pays back the
pig given her family by the boy's family for the imbango ceremonial. The same is true, mutulis matandis, should she refuse to proceed after the kingot ceremony. The boy may refuse to proceed with the marriage after the mommon and before the imbango without liability to damages; should he refuse after the imbango, he must pay the hudhad.

22. Divorce ceremonies.—It is only when divorce is by mutual agreement that divorce is attended by any ceremonies. The ceremonies consist of a kongya, or general welfare feast, not greatly different in spirit from the ceremonies by which the couple were married. In other cases, the couple have separated prior to the formal divorce or have such ill feeling toward each other that concerted action is impossible.

23. Property settlements in case of divorce.—(1) When there are no children: Each spouse takes the property that he brought to the marriage, together with any property received since by inheritance, or solely by virtue of his relationship to his own family.

The remaining property, that is, family property such as rice fields, gold ornaments, ganasa, etc., and personal property such as food stores, house furnishings, implements, domestic animals, and also liabilities that rightfully bear equally on both spouses are apportioned by two umpires, monhangelu, one chosen by each spouse. These persons make an equitable division, taking as their fee any odd articles of personal property. Thus if there be three bulos, they take one; if there be a chicken "left over," they take it. They may not carry this appropriation to themselves too far, however.

(2) When there are children of the union: The woman has the right to the children, and nearly always exercises it. In some cases, when the mother has no rice fields and the father does have rice fields, and when the children are large enough not to need a mother's care, by special agreement the father takes one or more of the children.

Whoever takes the children takes possession of the property that belongs to them. Usually the woman takes all the children and manages the husband's family property that has been allotted them.

All the property of both the spouses must be assigned to their children at the time of the divorce (except the personal property). The one who takes a child takes also the property of that child and tills it. He may not dispose of it except for the purpose of meeting legitimate obligations against it. Should the child die, its brothers and sisters inherit the property.

24. Adopted children.—An adopted child is termed unamad, that is, "taken to one's self"; or it may be termed na-imbalaban, "made one's child." The word unamad is also used to denote a slave taken into a household.

Adoptions are rather rare; for the reason, I suspect, that it is only the propertyed class who make them, and that persons of this class, being well nurtured, usually have children of their own. Usually the child adopted is the son or daughter of a brother or sister, and so is really, according to the Ifugao mode of reckoning kinship, the son or daughter of the adopter. Which family the child shall be adopted from is a question that is hard for a man and his wife to agree upon, the wife naturally wishing to adopt from her family and the husband from his. Sometimes two children are adopted, one from each family. More often the adopted child is married to one of the family of the unrelated parent. The two parents by adoption then give or will give their children by adoption a large part or nearly all of their properties. They may not give the adopted children all. They must give something to those who would have been their heirs had they not made the adoption.

25. Servants.—The general term for servants is bal. As a rule no pay is given a servant other than his board and clothing. It is the obligation of the master, however, to furnish animals for sacrifice when the servant falls sick. It is, further, considered good form for the master to furnish animals for sacrifice in case of sickness of the servant's father or mother; but I do not believe it to be an obligation. A servant that has been a long time with his master is called aluk. It is an obligation resting on the master to furnish the animals and other necessities for a marriage feast for such a servant. As a rule there is no definite time set for the termination of a contract between master and servant, and such contracts are terminable at any time at the will of either party.

Sometimes an unmarried adult goes to the house of a rich man and asks to be taken as a member of the family on such a basis; but as a rule servants are children when first taken. Oftentimes a high degree of affection is felt for a faithful member of the family of this

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11 The Ifugao reckons kinship by generations. Those of a contemporaneous generation are tingu, brothers and sisters, children of the preceding generation of blood relatives, grandchildren of the generation of ascendants twice removed, fathers of the succeeding generation, and so on (see appendix 1).
class, and if a child he is treated as a son or daughter. Sometimes a
rice field is assigned to him, and he inherits as though he were the
youngest son or daughter.

26. Slaves.—Before the American occupation, except in those few
parts of the habitat that were prosperous and in which the obtaining
of the daily ration was not a serious problem, the selling by parents
who found themselves poverty stricken of one of their children was
not at all uncommon. The price that a child brought his parents
varied from five pigs to five carabaos. There was no difference in
value between a male and a female child. A slave was most valuable
at the age of eighteen or twenty. Some men were slave dealers, and
carried great numbers of children to nueva Vizayas and Isabela.
In those parts a slave was worth from five to twenty carabaos.

Among the Ifugao a slave was absolutely the property of his
owner. The latter had power of life and death over him. Even if
the master killed the slave it was not considered that the slave’s family
would be justified in avenging the death. But a slave’s children,
even though they be the children by another slave parent, were free.
Frequently one of them was assigned to take the place of the father
and another of the mother, and these two then became free. In the
lowlands, however, the children of slaves were slaves, which accounts
partly for the higher prices paid for slaves in those parts. It would
be interesting to know whether the lowland (Christian) Filipino held
children of slaves as slaves before his civilization and christianization
by the Spaniard, or whether his practice then was that of his Ifugao
brethren.

The purchase of a slave was celebrated by a very pretentious series
of religious ceremonies. Oftentimes, with the Ifugao, a slave was
set free, at or before the death of his master, and was given a rice
field. Unless set free he was inherited by the master’s heirs as any
other property. Sometimes a slave child was adopted by a childless
couple as their own son or daughter.

The following “Pocahontas” story is told of a slave who lived at
his master’s house in Anaol. The master treated him ill, and the slave,
a young man, ran away. He went to the enemy village of Almit.
The men of that town were going to kill him, hearing his Anaol accent,
and believing him to be one of their hereditary enemies. But a hand-
some girl, the daughter of a rich man, protected him with her own
body and begged for his life. She afterward married him and bought
his freedom. There was no actual necessity for her buying his free-
dom, since the last thing in the world the Anaol master could have
accomplished would have been the recovery of his property. She
bought his freedom, however, in order that the children of herself
and her husband might never be called the “offspring of a slave.”

Mention should be made, also, of those who voluntarily entered
into slavery as a means of paying a debt. The word “voluntarily”
in this connection needs explanation, however. A man was usually
frightened into entering into servitude by the probability that if he
did not he would be killed.

In parts of Ifugao, the killing of women or children in feud was
a disgraceful thing, and rarely, if ever, practised. Instead they were
made prisoners and sold for debt. Sometimes, too, women or children
were carried off and held for debt. This form of collection of debts
was legal, or at least semi-legal. In case the debt was paid, the captive
was returned; otherwise, he was sold as a slave.

ILLEGITIMATE CHILDREN

27. Definition of illegitimacy; its frequency.—A bastard is one
whose father refuses to take the mother as his legal wife for any
period of time, however short. The marriage of the parents after
the birth of the bastard, consequently, legitimizes the child.

Bastardy is not very frequent. It is extremely frequent, however,
for a girl to become pregnant before her marriage. But in such cases
her lover usually marries her. It is usually in cases of doubtful
parentage and in cases in which one of the parents is of vastly different
status as to wealth that a marriage does not follow pregnancy.
But there are also a few cases of bastardy surrounded by other
circumstances.

28. Obligations of father to bastard child.—The father of a bas-
tard must give his child a rice field if he has a field unassigned. He
must also give the mother an oban, or blanket, with which to carry
the child after the Ifugao fashion on her back. The value of this
gift is principally in its constituting a formal recognition of the child.

The mother’s rights are enforced by her kin. To a certain extent
the same is true of the bastard’s rights. A man is never forced to
marry a woman against his will—an Ifugao woman would be ashamed
to ask such a thing. Such a marriage, too, would not be congenial.
The mere making of a bastard a legitimate child is not of sufficient
importance to justify such a marriage. Besides, the Ifugao have a
saying, kumadangyang di inti lalagala: “The bastard becomes a rich
man.”
Except in the matter of division of estates, the bastard has the same rights as legitimate children. His father’s kin back him in legal procedures and avenge his wrongs as if he were legitimate. The father and his kin assist him in his marriage feast and in other feasts that may be necessary.

29. Determination of parentage.—The ordeal is employed when two or more men are accused of being the father of a bastard. The woman’s word is not sufficient to settle the parentage. The one she accuses may lay the matter at the door of another. The ordeals used are the duel with *puno* stalks, or eggs, and the hot water test. The woman, holding the babe in her arms, sits half way between the two insurgents.

The Ifugao has the remnant of a peculiar belief that a child may be begotten by two fathers. They say, for example, that if A and B, two men, are having sexual intercourse with a woman, Z, and that if it is settled by fate that A and B each shall beget a child of the male sex, Z will conceive and the child may be the son of both of them. But if A is fated to beget a female child, and B to beget a male child, the woman of the one undoes that of the other, and the woman does not conceive. This belief is not taken seriously as a rule; but I have heard it advanced in a case of illegitimate birth.12

Accordingly, should each of the two men be struck by the eggs thrown in the duel to decide the parentage of the child, or should both be scalded by hot water, the Ifugao, formerly at least, held that the child belonged to each of them.

RECIPECAL OBLIGATIONS OF PARENTS AND THEIR CHILDREN

30. Duties of parents to children.—The Ifugao family exists principally for the child members of it. The parents are supposed to love, and do love their children more than the children love them. The parents are under the obligation to provide food and clothing for their children, and to impart to them the tribal knowledge that is necessary to a respectable and well regulated Ifugao life. The child may be forced to assist, according to his ability, in the matter of household tasks, work in the fields, and the like.

Corporal punishment may be, but very rarely is, administered. It is the mothers, strange to say, rather than the fathers, who use this form of punishment. I never saw or heard of a father whipping his child. Such a thing as a right of life and death over a child is as unthought of, as it would be abhorrent, to the Ifugao if mentioned. The Ifugao child, even at the age of ten or twelve, begins to look upon his parents’ property as his own, or at least that portion of it that will fall to his share. A little later, he becomes independent—he does not obey his parents unless he wants to do so. He is fully as likely to command them as to obey them. And the parent is under the obligation early to allow the children to displace him from his possession. He must turn over all his property to them as soon as they are able to marry or care for themselves. Should there be but a single field, he assigns it to his eldest. From the time that the fields are turned over, the father’s offices are those of priest and counselor; the mother’s offices are those of priestess (sometimes) and of household drudge (always).

31. Obligations of children to their parents.—The obligations of children to their parents are:

(a) To provide animals and other things requisite to religious feasts that are thought necessary to keep them in good health and to restore them when sick. This obligation is by far the most burdensome one, usually.

(b) To provide food and clothing for them, and to care for them when sick or helpless.

(c) To provide requisites for a funeral feast in accord with the station of the deceased.

In case the child has not yet obtained possession of his allotment, these obligations do not rest upon the child, but are a charge upon the property allotted him. If the child has obtained possession of his share in the family estate, the obligation rests upon the child himself.

The law of primogeniture holds with respect to these obligations. Civil obligations rest more heavily upon the older children and as nearly as possible in proportion to the amounts of property received from the parents. Children who receive no family property contribute very little.

One might ask how compliance with these obligations is enforced. Compliance with them is really not enforced. They are the most sacred of all duties. Not to meet them would bring upon one’s self such universal reproach as to render life unbearable.

12 It is a Malay’s pride never to be caught without an explanation or excuse. However flimsy or absurd this may be, or perhaps in proportion to its absurdity, he advances it boldly and brazenly.
THE PROPERTY LAW

THE KINDS OF PROPERTY

32. The Ifugao’s classification of properties.—The Ifugao clearly distinguishes between two classes of property. His language, and indeed his thought, is very poor in abstractions, however, and he bases his classification upon the difference in the method of transferring property by sale. The one class he calls ma-tabuy, “that for whose transfer by sale an i-tabuy ceremony is necessary”; and the other, adi ma-tabuy, “that for whose transfer by sale an i-tabuy ceremony is not necessary.” Classifying them upon their essential differences in status in Ifugao law and culture, I term the former family property and the latter personal property.

FAMILY PROPERTY

33. The Ifugao attitude toward family property.—Family properties consist of rice lands, forest lands, and heirlooms. The Ifugao attitude is that lands and articles of value that have been handed down from generation to generation cannot be the property of any individual. Present holders possess only a transient and fleeting possession, or better, occupation, insignificant in duration in comparison with the decades and perhaps centuries that have usually elapsed since the field or heirloom came into the possession of the family. Their possession is more of the nature of a trust than an absolute ownership—a holding in trust for future generations.

It is a misfortune when family property that has long been in the possession of a family must be sold out of it. But if it be sold to a member of another branch of the same family, the misfortune is accounted less in proportion to the nearness of the kinship. However, the rights of the living and of the ancestors departed, are greater than the rights of the unborn. Consequently, a field may properly be sold and so depart from the family, if it be in order to provide animals to accompany the spirit of a deceased ancestor to the spirit world, or in order to provide animals for sacrifices to secure the recovery from dangerous sickness of some member of the family. Inherited property, however, is not to be disposed of without exhausting every effort to keep it within the family. Nor must it ever be disposed of for light or trivial reasons. Except when sold to satisfy the needs of the departed or living (in these cases, a forced sale) family properties when sold bring exorbitant prices. Fields or other properties which have been recently acquired or constructed, sell at considerably lower prices, even though their intrinsic value be the same.

Nothing that I know of in the Ifugao make-up, is so characteristically oriental as is this subordination of individual to family rights.

34. Rice lands.—A “field” consists of all the contiguous paddies in one place that are the property of one man. In sales and in transfers arising out of family relationship, and in balat (pawning), a field is never divided. If there be two heirs and only one field to be inherited, the elder of the heirs takes the entire field. The reason for this and for the rights of primogeniture (see sec. 53) in inheritance and assignment of property, is to be found in the fact that the Ifugao social consciousness considers it better—and it is better—that a family have at least one powerful member round whom the kin may rally and to whom they may look for aid, than that the family property be split into insignificant parcels that would affect but little the property of all. Aside from this consideration there is also the practical difficulty of dividing a field. In the process of dividing, the family unity—which is the dearest and most necessary thing in Ifugao society—would probably be destroyed by quarrels and squabbles. Even if an equitable division could be arranged, a great deal of the field would be taken up in dikos and division lines. It is a rare thing to find an Ifugao rice field as large as one acre in extent.

There is no formal recognition of the eldest as the head of the fauity. But together with the lion’s share of the property, the first-born inherits certain well defined and rather stringent obligations. In this we seem to have the savor of a system of patriarchy.

35. Forest lands.—Such lands, valuable principally because of the woods upon them, are often the common property of a group of kinsmen and their families. They are sometimes partitioned. They are nearly sure to be partitioned if wood be scarce, or if part of the land be suitable for rice fields.

36. Heirlooms.—Heirlooms consist of such articles as gold neck-ornaments (intrinsically valuable of the gold being about 10 pesos to 20 pesos; current price among the Ifugao, 60 pesos to 120 pesos); gongs (value 8 pesos to 250 pesos); rice wine jars (value 60 pesos to 400 pesos); pango, or strings of amber colored glass beads (value 90 pesos to 160 pesos); and buingol, long strings of agates and bloodstones which are very rarely sold (value about 250 pesos). These articles...
are used fully as much by the owner's kin as by the owner himself; for they wear the beads and ornaments, play the gongs in feasts, and brew rice wines in the jars.

37. Sale of family property.—The selling of rice fields, forest lands, gold neck-ornaments, rice-wine jars, and the like is a matter of practical concern to the entire family. Selling them, except in cases of necessity and after consultation with the kin, would lead to ill feeling toward the seller on the part of his kin, and a refusal to assist and back him. Since there is no form of political government in Ifugao culture, and since every man must, with the help of his kin, "get his own justice," this would be no small punishment. How serious a punishment it would be, the reader will, perhaps, realize when he reads the chapter on procedure.

The sale of family property is registered by ceremonies in which the near kin of both buyer and seller take part. In comparison with the solemnity of these transfers, our real estate transfers are commonplace. In comparison with their complexity, our transfers are simplicity itself.

PERSONAL PROPERTY

38. Definition.—Such articles as knives, spears, dishes, baskets, pots, houses, camote fields, fruit-bearing trees, blankets, animals and articles of minor value, are on the same legal basis as personal property among ourselves. Three items in this list demand special attention: houses, valuable trees, and sweet potato fields.

39. Houses.—Dwellings are movable property in Ifugao. A man, with the aid of his kinsmen can, and frequently does, take a house to pieces, move it to a different site and set it up again before sunset. The plot on which a house stands has no value. The value of a house is usually about ten pesos, the range of prices being from six to sixty pesos.

40. Valuable trees.—Coconut trees, coffee trees, and areca palms are sold without any sale or transfer of the land on which they stand. The value of a coconut tree in full bearing is five pesos; of a coffee tree, one to two pesos; of an areca palm, one-half peso. As a rule, the land on which these trees stand has no value. A practice presenting parallel features that leads one to believe that the same manner of selling trees must have prevailed among the Pangasinanes, one of the Christian tribes, is that, in the sale of the coconut groves in central Pangasinan, the trees are sold at so much apiece; but in order to get possession of the trees, it is necessary to buy the land at so much a hectare, since the land has a value.

Camote or sweet potato fields are discussed in section 45.

No ceremonials are involved in the transfer of personal property; nor are witnesses necessary, as a general thing.

PERPETUAL TENURE

Tenure is either perpetual or transient.

41. Rice and forest lands.—Rice-land and forest-land tenures are perpetual.

In case an owner abandons a rice field for any period of time, however long, and another man takes up the field without interference or contrary order of the true owner, clears it of underbrush, builds up the broken dikes, levels once more the terraces, till and plants it, the latter has the right to use the field for the same number of years that it was abandoned. At the end of this time, the field reverts to the true owner. Should the owner desire possession of his field before the expiration of the time, for which, in accordance with this rule, the field should remain in the possession of him who redeemed it from the wild mountain side, he must repurchase possession.

It is not incumbent on a man to secure permission of the owner of an abandoned field before working it; it is incumbent on the owner to prevent others from working his field against his will.

In the event a rice field is made on privately owned forest lands from which the timber has long been cut, the owner of the land, when he has proved title, demands payment for the land. But he may not take advantage of the labor that the other has spent on the land in making rice fields, to demand an exorbitant payment. To take such a course would invite danger to himself.

Forest lands that have been divested of their wood may be planted in camotes (sweet potatoes) by any person without asking the consent of the owner. If the owner does not want his land so planted or intends to use it himself, it is his business to inform any who may have started to work the land. But if he is tardy in making this prohibition, he must pay for the labor expended, or must allow the continuance of the work, and the harvesting of one crop of camotes from the land. I am not certain that this is the case in all parts of Ifugao.
42. "Homesteading."—That land which is not rice fields or forest land and which is not owned by some individual by reason of its having been one or the other formerly, becomes the property of whomever makes it into rice fields. The tenure so acquired is perpetual.

43. Paghok, or landmarks.—Whenever a rice-field terrace is walled, the terrace wall is an unaltering and unimpeachable landmark. But in many districts, the terraces are not walled. In such cases, the division lines between fields are marked by large chunks of wood or by large stones, buried three or four feet deep along the division line. A boulder is of course a most excellent landmark.

Weather and the elements are continually wearing back an un-walled terrace. The amount each year is very small. But when in the course of years the displacement is sufficient to justify it, the owner may take that part of the field in the terrace below that belongs to him.

The moving of a landmark is said never to occur, since it would take two or three men to lift the heavy stones, and would require a long time. Moreover it could not be done without leaving plain and indisputable evidence of the crime.

44. Right of way through property owned by others.—In order to get rid of insect pests, clay is sometimes conveyed to a field to form a layer over it about two inches thick. The clay is shovelled into a stream of water above, and carried as silt to the field and there allowed to settle. Sometimes leaf mold and other fertilizers are conveyed to a field in this manner.

It makes no difference how many fields there may be above that on which it is desired to deposit the sediment, the owner of the last has a right to cut a ditch through the upper fields as a conduit for the stream of water. He must, however, repair all the upper terraces so as to leave them as they were before.

TRANSIENT TENURE

45. Tenure of sweet potato fields.—Sweet potato, or camote, fields are clearings on the mountain sides about the village. They are nearly always steep slopes, and quickly lose their fertility. For that reason, they are abandoned after a period that varies in different districts of Ilocano according as camotes are a more or less important factor in the subsistence of the people. Thus in Banaue, where camotes form a very large part of the subsistence of the people, the fields are cultivated for five or even six years, if located near the village; if more distant, they are abandoned after about two years. In Kiangan, where camotes do not play such an important part in subsistence, the fields are in any case abandoned after one or two years. The reason for abandoning the fields is that the soil wears out soon, so that the camotes grow small, and the yield does not repay the labor spent in cultivation. But in case a large area about the village be cultivated, rather than face the necessity of going far from the village to make clearings, the old fields are tended to a point at which the yield becomes almost nil. After abandoning a field, the owner still has a claim on it, but only until such time as the field grows up in weeds, in which case the labor spent by him in making the clearing may be fairly presumed to have been undone. After abandonment, the field regains its fertility slowly. The first person who begins clearing the field again becomes its possessor for a new term of years. It is exceedingly rare that quarrels arise over camote fields. Camote fields are sometimes sold, but it is not the land that is sold, but the crop with temporary possession of the land.

TRANSFERS OF PROPERTY FOR A CONSIDERATION

There are two kinds of transfer of family property for "consideration": the balal (pawn), and outright sale.

46. The balal.—In case a man finds himself under the necessity of raising a considerable sum of money—usually in order to provide funds for a funeral feast or a sacrifice—he frequently borrows the sum, giving a rice field into the hands of his creditor as a security and as a means of paying the interest on debt. The creditor holds, plants, and harvests the field until the debt be repaid. The field is to all purposes his, except that he cannot sell it. He can, however, transfer it as a balal into the hands of another. But he must transfer it for the same or a less amount of money; that is, if he has loaned fifty pesos on the field, he must not borrow more than that sum, unless, of course, he can secure the owner's consent. This is a very wise provision of Ilocano law that insures the prompt return of the field to the owner as soon as he be able to get together the amount needed to redeem the field. An example will make this clear. A borrows fifty pesos of B; giving his field as a balal into B's charge; B gives it as a balal to C for the same or a less amount, who gives it as a balal to D and so on. When A is able to repay the debt, he goes to B and
delivers him the sum plus the fee of the agent through whom the deal was effected. With this amount, including the fee, B goes to C, C goes to D, and so on. Were B to have borrowed without A’s consent more than fifty pesos, say seventy pesos, and were he not financially able to obtain the difference (twenty pesos) between his debt to C and the debt that A had just paid him, there would be an excellent beginning for a quarrel that might end in lances throwing.

Real estate of this kind continues in the hands of the creditor until the debt be paid. Transfers of the same piece of land may go on indefinitely. The transfers are witnessed each time by the agent who obtains the loan for the person in whose charge the field is. This agent receives as his fee about five to twelve per cent of the value of the loan obtained. He is the only witness necessary. His fee is paid him in the first place by the creditor. But the fee is added to the amount loaned, and must be returned by the debtor when the debt is paid. As soon as the agent has received his fee, it is his duty to inform his oldest son, in case he be of sufficient age, otherwise his wife or a brother, of the terms of the transaction. This is a precautionary measure against his death and the consequent leaving of the transaction without a witness.

Each creditor is liable to his debtor for the return of the field upon the payment of the sum due, the case being precisely parallel to the liability of the indorsers of a check or a note, one to another.

Suppose, however, that the field be planted in rice. In such an event, the owner must leave the creditor in possession of the field until the crop shall have been harvested. In case the field be newly planted, it is sometimes returned to the owner on the agreement that he care for the growing crop, harvest it, and give the creditor half. If the field be spaded, but not planted, the owner may pay his creditor for the cost of the labor expended in spading the field, together with a bonus as interest.

The amount loaned on a field never equals the value of the field. Usually it is about half the value. It makes no difference how long a field remain in the status known as balal, the field, subject to the conditions of the preceding paragraph, must be returned to the owner or his heirs whenever the amount loaned be returned. Sometimes a field remains a balal for two or three generations.

47. Sales of family property.—The Ifugao has a very peculiar system of buying and selling in connection with family property, by which, paradoxical as it may sound, a man has to pay for an article almost twice its price. In order to complete the purchase of a rice field, there are “extras” almost without number, to be paid, each extra bearing as its metaphorical name, the name of some set of rice-field cultivation or of a feature of the trade itself. So far as has yet been ascertained, there is no myth or story to explain how this peculiar idiosyncrasy originated.

The price is divided into ten parts, each part being represented by a rano stick or a notch cut in a stick, or by knots in a string. In the Banaue district, these sticks are kept for generations as records of the sale. The first two sticks are called budat, and represent the payment down. They are the heaviest payments, not necessarily made on the day of the transfer, but at a set time. The eight others represent some standard in the Ifugao’s system of barter, and are called gatang, or price. They are paid at some indefinite time in the future. Possession of the field is given after the first payment. In order to make the sticks conform to the standards of barter, it is sometimes necessary to represent one payment by two sticks.

Fee of witnesses and agent. This fee is called lopbu, or lagbu (in Banaue dialect). The principal witnesses are preferably the distant kin of the seller, and the agent or agents who effected the sale. The names of the different sticks, knots, or notches are translated literally in the tables diagramming the transactions in purchasing fields.

These fees are paid and the presents made to the kin of the seller at a feast called ibuy. This feast is performed whenever the purchase price of the field has been paid. The kin of buyer and seller meet in the purchaser’s house.

A. TRANSACTIONS IN THE PURCHASE OF A FIELD IN THE KIANGAN AREA

1. Payments on the property

Paid down at time purchase is consummated, or soon after:

<table>
<thead>
<tr>
<th>Name of transaction and meaning</th>
<th>Amount transferred</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budat, or landana</td>
<td>1 pig</td>
<td>P20.00</td>
</tr>
<tr>
<td>Budat, or landana</td>
<td>1 pig</td>
<td>15.00</td>
</tr>
</tbody>
</table>

Additional instalments (gatang) paid irregularly:

| Gatang | P8.00 |
| Nusahdp (two at a time) | P20.00 |
| Gatang | P8.00 |
| Gatang | P8.00 |

Total | P87.00 |
II. Fees (lukbu) of the principal witnesses

<table>
<thead>
<tr>
<th>Name of transaction and meaning</th>
<th>Article transferred</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bobot (the tying)</td>
<td>1 pig</td>
<td>₱10.00</td>
</tr>
<tr>
<td>Pagu (rice)</td>
<td>1 small pig</td>
<td>₱6.00</td>
</tr>
<tr>
<td>Lokol (commission of the go-between)</td>
<td></td>
<td>₱5.00</td>
</tr>
<tr>
<td>Pagug (finished)</td>
<td></td>
<td>₱4.00</td>
</tr>
<tr>
<td>Golod (cut)</td>
<td></td>
<td>₱3.50</td>
</tr>
<tr>
<td>Klita (left over)</td>
<td></td>
<td>₱1.00</td>
</tr>
</tbody>
</table>

Total .................................................. ₱29.00

III. Advance interest paid to the seller

Babalubad

(IF the seller is a kinsman, he may not take this amount. If taken, the seller and the purchaser may not eat together for five days, since they are on a basis of "theoretical enmity." This "theoretical enmity" exists in several other instances in Ifugao life. See sections 15 and appendix 2.)

IV. Gifts to the seller's kin

<table>
<thead>
<tr>
<th>Item</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Putam di golod (repetition of the cut)</td>
<td>₱1.00</td>
</tr>
<tr>
<td>Putum di kista (repetition of the surplus)</td>
<td>₱1.00</td>
</tr>
<tr>
<td>Kabot (flooding of field)</td>
<td>₱0.25</td>
</tr>
<tr>
<td>Hagapag (chopping of grass from terrace wall)</td>
<td>₱0.25</td>
</tr>
<tr>
<td>Obok (sticks for beans to climb up)</td>
<td>₱0.25</td>
</tr>
<tr>
<td>Umehan (burning off grass)</td>
<td>₱0.25</td>
</tr>
<tr>
<td>Ateg (dinner call)</td>
<td>₱0.25</td>
</tr>
<tr>
<td>Banting (first and steel)</td>
<td>₱0.25</td>
</tr>
<tr>
<td>Pukanday (chewing betels together)</td>
<td>₱0.25</td>
</tr>
<tr>
<td>Aladun (woman's rice-field jug)</td>
<td>₱0.25</td>
</tr>
<tr>
<td>Kalalal (edible water beetle living in rice-field)</td>
<td>₱0.25</td>
</tr>
<tr>
<td>Tobang (spit on which babaral is strong)</td>
<td>₱0.25</td>
</tr>
<tr>
<td>Ipinet di otak (holding bolo between toes to cut meat with)</td>
<td>₱0.25</td>
</tr>
<tr>
<td>Banaq (cooking pot)</td>
<td>₱0.25</td>
</tr>
<tr>
<td>Hook (lid for the same)</td>
<td>₱0.25</td>
</tr>
<tr>
<td>Daga (dish)</td>
<td>₱0.25</td>
</tr>
<tr>
<td>Tagap di gatang (wings of the sale)</td>
<td>₱0.25</td>
</tr>
<tr>
<td>Tagay di manpatan (wings of the seller)</td>
<td>₱0.25</td>
</tr>
<tr>
<td>Kindut (carried under the arm)</td>
<td>₱0.25</td>
</tr>
<tr>
<td>Imlada (eaten chicken)</td>
<td>₱0.25</td>
</tr>
</tbody>
</table>

Total .................................................................................. ₱8.50

Grand total .................................................... ₱13.50

V. Additional payments made to the seller, his kindred, and the witnesses after payments of purchase price but before the bury feast

<table>
<thead>
<tr>
<th>Item</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tagay di gatang (wings of the sale)</td>
<td>₱6.00</td>
</tr>
<tr>
<td>Bobot (tie)</td>
<td>₱6.00</td>
</tr>
<tr>
<td>Binangaw de bobot (half of the tie)</td>
<td>₱10.00</td>
</tr>
<tr>
<td>Pokohol (carried under the arm)</td>
<td>₱6.00</td>
</tr>
<tr>
<td>Doyag (meat)</td>
<td>₱5.00</td>
</tr>
<tr>
<td>Golod (cut)</td>
<td>₱5.00</td>
</tr>
</tbody>
</table>

Total .................................................................................. ₱20.00

III. Payments at bury ceremony

<table>
<thead>
<tr>
<th>To the witnesses:</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 death blanket</td>
<td>₱6.00</td>
</tr>
<tr>
<td>1 death blanket</td>
<td>₱6.00</td>
</tr>
<tr>
<td>Inagapong (kind of blanket)</td>
<td>₱5.00</td>
</tr>
</tbody>
</table>

For distribution to seller's kin:

- 10 chickens, Naalapuyos (?) .......................... ₱5.00
- Alap (cooking pot of Chinese origin) ............. ₱2.25
- Gogol, I bob (the cutting off) ...................... ₱1.00
- Tour (finish) ............................................ ₱1.00
- Lisetu (cooked) .......................................... ₱2.00

Total .................................................................................. ₱37.00

Grand total .................................................... ₱202.00

One of the fine points in buying consists of an insidious hospitality on the part of the purchaser, which gets the seller and his kin drunk so that they forget some of their requisites. At the psychological moment, that is, when a few, but not all, of the presents or lukbu have been made the seller and his kin, and when the latter are at the proper stage of drunkenness, one of the purchaser’s kinsmen says: "Let us proceed with the praying." If he is successful in getting the religious part of the ceremonies started, and can keep the minds
of the seller and his kin from the unpaid gifts or fees until they eat, then the fees never have to be paid. For when they have started eating, everything is over. They may demand the unpaid fees only if they want to make themselves laughing stocks in the eyes of their fellows. For according to Ifugao law, when the seller and the purchaser eat together at the isbay feast, the transfer of ownership is complete, and irrevocable.

Although possession of the property is given before the purchase price is paid, ownership of it is not, however, complete until after the performance of the isbay. If one were to buy a field without performing the isbay ceremony, the presumption would be held that the field had passed into his hands as a balal. It has been noted already that but one or two of the unit payments are made at the time possession is given, and that no particular time is set for making the rest of the various partial payments. At any time before the isbay ceremonial which forever transfers the field, the seller may demand a payment or all the payments, except the fees to the witnesses and his kin. He may do this as a matter of malice, or he may do it as a matter of necessity. He sends a monkalaw, or go-between, to demand payment. The go-between and the buyer arrange a reasonable time—usually not less than ten days—within which the payment is to be raised. If it be not then forthcoming, the field may revert to the former owner, should the latter so desire, and be sold by him. He must, however, return immediately the entire amount of the partial payments made to date by the first purchaser.

In case of such a transfer of a field as that described in the preceding paragraph, the same rules apply to the ownership of standing crops as apply in transfers of possession arising from the balal.

But should the seller of a field, after having sold it to a second person, and after having received a part of the purchase price of the field from him, without consultation or notification, and without giving this second person a chance to make the final payments on the field, sell it to another, he must repay to the first purchaser double the amount of the partial payments made by the first purchaser to the date of the sale.

Personal property is transferred without formality.

43. Responsibility of seller after property has left his hands.—In both Ifugao and Kalinga, if a rice field after passing into the hands of a purchaser, is subject to an unusual number of slides in the terrace wall, or is wholly, or in part washed away by a freshet, the purchaser may, at any time within the year following the purchase, relinquish the field and demand the return of his purchase price. This is on the ground that the seller may have put a curse on the field when he left his hands, or that, at least, he did not relinquish his hold on its welfare and fertility.

In Kalinga, if a water buffalo, horse, or ox, die within the year following its sale, the purchaser may demand the return of the purchase price.

**Transfers of Property Arising from Family Relationships**

49. Methods of transfer.—Property is transferred within a family by two methods: by assignment and transferal during the life of the owner; and by inheritance.

50. Assignment and transfer of property during the lifetime of the owner.—At some undefined time all the family property that one possesses is assigned to his children. By "assigned," I mean "provisionally allotted," subject to any legitimate charge or obligation against it. A family property is always subject to sale or pawn for the purpose of providing funeral feasts, sacrifices in time of sickness or other grave necessity, payments of fines, and indemnities, made on behalf of lineal descendants and descendants and near collateral kin. The property is usually assigned when the children are quite small.

Property is transferred (that is to say, possession is given) to the children when they marry and separate from the household of the parents. By the time the youngest child has so separated, or even before, the parents have become a charge on their children. It is only sometimes, in the case of the very rich, that a portion of the property is reserved. Childless widowed aunts or uncles usually transfer their property to those who would otherwise inherit it, and so become a charge upon those persons.

51. Inheritance.—It is only in case of the death of the parents when the children are very small, or of the death of a more distant relative from whom it is inherited, that the Ifugao receives property by inheritance.

52. The passing of property between relatives because of relationship.—The same laws govern both the assignment and transfer of property while the possessor is yet living, and the inheritance of property. Of all Ifugao laws, they are the most definite and the most invariably followed.
53. The law of primogeniture.—By this law, the elder children inherit a greater portion of the property than the younger ones, the proportion being governed by the ordinal rank of the children as to birth. If there be but one rice field, the eldest takes it. Because of his greater wealth, the eldest is frequently the family leader, counselor, and advocate. He has no actual authority over his brothers and sisters, however—indeed no person in Ifugao society has authority over another.

54. The passing of property to legitimate sons and daughters by assignment or inheritance.

(a) No distinction is made because of sex.
(b) The greatest proportion of an estate goes to the eldest child.
(c) If the number of children be greater than the number of rice fields, the elder children take the fields. If there be but one field, the eldest takes it.
(d) If all the children inherit rice fields, the heirlooms and personal property are divided in accordance with the laws of primogeniture that apply to real estate.
(e) If there be children that inherit no rice fields, a slight compensation is made them by giving them a larger share of the heirlooms and personal property than would fall to their lot otherwise. This compensation by no means equals the value of the real estate they would inherit under our laws.
(f) In the event of the death of either spouse before the property of the spouses has been allotted to the children, the living spouse allot the property to the children at the proper time. In this allotment, the brothers of the dead spouse are usually called in consultation. The living spouse may not deviate from custom in allotting the property of the deceased. All the property of both the spouses must be allotted at this time. None may be held back.

55. The passing of property to other relatives.—In the apportionment or inheritance of property in which blood relatives other than sons and daughters benefit, two general principles hold:

(a) Property received from the father goes to the father’s family; property received from the mother goes to the mother’s family. The families of the two parents coalesce in, and are identical in, their children and their children’s descendants.
(b) So near as may be, those persons inherit who would have inherited the property had the deceased never lived. It is only in the case of the childless that others than sons and daughters have rights in the property left.

The Property Law

If the deceased were unmarried, his property goes to his relatives in the following order:

1. To his brothers and sisters, if living. To the brothers and sisters descended from one parent, passes that portion of the property received from that parent; to the brothers and sisters descended from the other parent, that portion of the property received from that parent.

2. To the nephews and nieces, the offspring of the brothers and sisters, or to their descendants.

3. To the cousins in order, first of degree, and second of primogeniture.

If the deceased were married, in the the inheritance of his property there are the following rules:

1. The living spouse inherits the sole right in, and possession of, half the property jointly acquired by the spouses subsequent to their marriage. It is not, properly speaking, the property that is inherited; it is the sole right in what was a joint possession before.

2. That half of the property jointly acquired by the spouses which is the share of the deceased, goes to his heirs, being divided (if his heirs be not his brothers and sisters or their descendants), equally between the heirs on the father’s side, and those on the mother’s side.

3. The property that the deceased brought to the marriage and that which he acquired subsequently owing to and by virtue of his relationship to his family, goes to the deceased’s family.

Personal property acquired by the deceased and his spouse is not, however, taken from the surviving spouse. The above applies only to family property.

56. Property rights of bastards.—Bastards usually inherit approximately half the property of a father who dies without legitimate children, the other half going to those who would be the sole heirs had the father died childless. But if there be only one field, the bastard takes it.

Should a parent have only one legitimate child, the bastard inherits usually as if he were a younger legitimate child.

A bastard is entitled to a rice field from his father if the father has a rice field that is unassigned to a legitimate child. He is not entitled to any special value of fields, and as a rule, receives less than his legitimate brothers and sisters if there be such.

The above paragraphs apply equally to the bastard’s right in
the property of his mother. He has, however, no kin to enforce his rights against his mother. Since he is of illegitimate birth, the kin of the father are not in a position to enforce his rights against her; while his mother's kin would not take issue in any matter for him against their nearer kin, his mother. If the mother marries after the birth of the bastard, she usually makes a settlement on her bastard child before marrying. Not infrequently he who marries a woman having a bastard child recognizes that child as his own, and even assigns him a portion of his property. The following are examples:

Duluman and Ngabin of Tugplak carried on a courtship, after the Ifugao fashion, in the aepamng (dormitory). Ngabin became pregnant, but Duluman refused to marry her. However, and notwithstanding the fact that he knew her to be pregnant, a third party, Balin, married Ngabin. From what motive he did this does not appear; it was probable that he gained financially, since Ngabin was wealthier than he; and being pregnant as she was, she was in no position to stipulate too closely as to the property of the one who might become her husband. The bastard child, notwithstanding the fact that there were legitimate half brothers and sisters, was given fully to (a) his mother; (b) his natural father, Duluman; (c) Balin, who recognized him as his son.

R., a Christianized Ifugao woman, and a wife who had borne five legitimate children to B., her husband, was indignant in her relations with a Spaniard. She bore a mestizo child. B., her husband, did not proceed against his wife and her paramour according to Ifugao law and recognized the child as his own. The legitimate children except one having died, the bastard child inherited from his mother and his mother's husband as if he had been of legitimate birth.

There is a Malay proverb which is used to describe the attitude of the husband in such cases as the above: "Although I did not plant the tree, yet it grew in my garden.""

The amount of property that parents settle on a bastard is to a great extent a matter of caprice. His rights to any property whatever, except a single field from his father, are decidedly weaker than those of children of legitimate birth, added to which he has not the right in any case to so great a portion of property.

57. Transfers of property to adopted children.—Customs relating to these transfers are as follows:

(a) An adopted child related to only one of the spouses may inherit from that spouse only.

(b) If the adopted child be a niece or nephew, he inherits or has assigned him all the property of the related parent; provided that there be no brothers or sisters of the related parent except the adopted child's own blood parents. If there be other brothers and sisters, and if those brothers and sisters agree to help stand the

funeral expenses of the adopting brother or sister, a small part of the property is given them. But the adopted child inherits the greater part of the property.

(c) If the adopted child be the son or daughter of a cousin, there is assigned him, or he inherits all the property that his parents would inherit in case of the death of the related parent, and a portion in addition. Should the parents not be in the position of being likely to become heirs to the related adopting parent, the adopted child inherits, or has assigned him, only a minor portion of the estate. If there be no brothers and sisters of the parent by adoption, he may have assigned him the greater portion of the estate, however.

(d) If the adopted child be not related by blood to either of the parents by adoption, he inherits, or has assigned him, a small portion of the estate of both adopting parents. The kin of these parents take the lion's share of the estate.

(e) If the adopted child marries a kinsman of the unrelated adopting parent, the unrelated parent usually settles on the spouse of the adopted child, an amount of property about equal to that settled on the adopted child by his kinsman, his other adopting parent, subject, however, to the four rules above.

(f) It is optional with the blood parents of an adopted child to settle no property on him, in case the parents by adoption provide for him in this respect.

The above settlements are customary. They can hardly be said to be rights, however. Often when a child is adopted, his blood parents stipulate with those who adopt as to the property settlement that will be made on the child.

58. Servants and slaves as inheritors.—Retainers have no rights whatever as to the property of their masters. Frequently, however, a small field is settled on them.

59. Wills and testaments.—There are no wills or testaments among the Ifugao. If a man desires to make a settlement of his property that is out of the ordinary, he must do it before he dies. Even then he would have to get the family's consent to the unusual features. Ifugao parents are singularly impartial in the allotment of the family property to their children. That some children are not loved more than others is unbelievable; but it is exceedingly rare that any child is favored above another in property settlements, except under the law of primogeniture. There is always a lot of talk in connection with the assignment or inheritance of family property—in the matter of
talk the Ifugao is not different from other Malays. But it is not
often that permanent ill feeling is engendered in such settlements.
The laws of the descent of property are, as has been said, the clearest and
most concise of all Ifugao laws.

SETTLEMENT OF DEBTS OF THE AGED AND DECEASED

60. When the debtor has children.—At the same time that the
wealth of the family is apportioned to the children, account is taken
of the debts owed by the family. The debts may or may not be individ-
ually apportioned among the children. If the eldest child inherits
or receives any property, the obligation of primogeniture holds as to
the debts; that is to say, he is responsible for the payment of a greater
proportion of them. Otherwise all the children are equally responsible.
There are many cases in which the debts that are handed down by an
Ifugao’s parents greatly exceed the property handed down.

Children who receive no family property are not responsible for
the payment of the debts of the parents, provided there be a child or
children that do receive family property. The apportionment of
the debts of the deceased must be in proportion to the amount of prop-
erty received. If none receive family property, all are responsible for
payment.

61. When the debtor is childless but leaves a spouse.—A spouse is
responsible only for those debts incurred in behalf of the couple’s mutual
interests: for example, debts incurred in obtaining animals for
sacrifice in case of sickness of the children of the couple, or for
sacrifice at the funeral feasts of the children, or for the purchase of
rice fields or other joint possessions of the spouses. A spouse may
not be held for debts incurred in the purchase of animals for sacrifice
at the funeral feast of a member of the other’s family (except for the
pig and death blanket due from her family in such cases), nor for
debts incurred in paying fines or indemnities levied as a result of the
other’s misdoing. A spouse may not even be held for debts incurred
in providing sacrifices to secure the recovery of her husband from
sickness (except for the pig due as stated under section 13; however,
this pig is really her own obligation).

62. Debts for which the kin of the deceased are held.—When a
debtor dies childless, the kin who inherit, if there be such, must pay
debts that were incurred on behalf of their family. They are, too,
jointly responsible with the wife, for these debts incurred on behalf

of the debtor’s descendants. If there be nothing inherited, all the kin
are responsible for these debts in proportion to nearness of the kinship.

It is a matter of doubt as to whether a man’s kin or his spouse
can be held for his gambling debts. Such debts are purely personal,
and are about the only debts that an Ifugao contracts in his own selfish
interest. The Ifugao did not gamble heavily, at least not before the
coming of the Spaniards; since their coming, custom in this matter
has not had time to crystallize.

63. Attitude toward debts.—A debt is a sacred thing to an Ifugao.
The non-payment of a debt is disgraceful. The non-collection is still
more disgraceful, for the presumption is that a man who does not
collect from his creditors cannot do so. If he cannot collect his debts,
it must be because he is a coward. In the babbling that prevails about
the rice-wine jar when tongues are loosened, one who has debts long
outstanding that other men would collect, hears things not calculated to
tickle his pride.

BORROWING AND LENDING

To a far greater proportionate extent is borrowing and lending
carried on among the Ifugao; than in our own country. Almost any
event that carries with it a large payment or expenditure carries with
it as a corollary a large amount of borrowing. The things usually
borrowed are death blankets, animals for sacrifice, and rice.

64. Lupa, or interest.—Interest on things borrowed is exceedingly
high. But where borrower and lender are brothers, no interest is
charged; where they are kin of somewhat remoter degree, a low inter-
est, as a rule, is charged. In any case a special agreement may be
made by which the interest is not as high as usual. It may be stated
as a general principle that a thing borrowed must be repaid by twice
its value if paid soon—that is within a year or even two years. But
if repayment be made after a long time, three perhaps, four times
the value must be repaid. The Ifugao does not hold to the calendar
very severely in reckoning interest. But where full interest is charged,
the rule is that a thing borrowed must be repaid by twice its value,
even if it be paid within two weeks. Thus rice borrowed two weeks
before harvest time must be repaid by double the quantity immediately
after harvest.

65. Palang, or interest paid in advance.—This is the Ifugao form
of bank discount. It is interest paid in advance for one year. On a
carabao (worth usually about eighty pesos) this amounts to thirty pesos a year. At the end of the year if the carabao be not paid back, the patang must be followed by a second payment of the same quantity, called usual, "following," for the next year. If it be intended to repay the carabao within three months, the interest in advance is ten pesos, and is called balabolad.

66. Another form of patang.—Somewhat similar is the fee or interest paid to the owner of anything seized by a man of a different district or village to cover an unpaid indebtedness owed the latter by a neighbor or co-villager of the former. It is the amount of interest usually paid for one year; but there is no usual or further payment, since it is presumed that by the end of the year the delinquent neighbor ought to have been compelled to pay.

Thus A of one village owes C of another village a debt. After several fruitless attempts to collect, C seizes a carabao belonging to B, a co-villager of A. C sends a go-between to pay B thirty pesos, telling him of A’s debt, and informing him that he must get his carabao back from A.

GO-BETWEENS

67. The go-between.—No transaction of importance of any sort between persons of different families is consummated without the intervention of a middle man, or go-between, called mangala (bespoken) in civil transactions; and mabalan (admonisher) in criminal cases. Go-betweens are used commonly in (a) buying and selling of family property of whatever kind or value; (b) buying and selling of animals and the more valuable personal property, except chickens, and in some cases pigs; (c) the borrowing of money or other wealth; (d) marriage proposals and the negotiating of marriage contracts; (e) collection of debts; (f) all steps connected with the halal, such as pawn of rice fields, or their redemption; (g) demands for damages to property or persons; (h) the buying back of heads lost in war, the ransoming of the kidnapped, or the making of peace.

The go-between is the principal witness to a transaction. For his services he receives pay which is fixed to a fair degree of exactness for a particular service. This pay ranges from a piece of meat to a few of twenty or twenty-five pesos.

68. Responsibility of go-betweens.—Go-betweens are responsible to both parties to a transaction, for the correct rendering of tenders, offers, and payments. Their word binds only themselves, however—

not their principals. Go-betweens are not agents of one party more than another. They are supposed to be impartial, and interested only in consummating the transaction involved in order to get their fee.

Thus, suppose that A sends B as a go-between to sell a field to C, a man of another district. B finds that he cannot sell the field for the price A asked for it, and, anxious to consummate a sale and so collect his fee, he agrees to sell the field to C for a lower price than that asked by A.

In such a case as this, B is responsible to C in case A refuses to abide by C’s agreement to sell. C has the right to collect damages.

The oriental propensity to "squeeze" is proverbial. It is condoned in law—one might almost say legitimized, provided it be not found out. Thus:

A sends B to Nueva Viscaya to buy a carabao. The regular commission for this service is ten pesos, the agent to deliver a living carabao to the principal, and to be responsible for the value if the carabao die on the route. This, the usual agreement, holds between them. A furnishes B with eighty pesos with which to purchase the animal. B returns with the animal, representing that he paid seventy pesos for it, when, as a matter of fact, he paid out sixty pesos, thus gaining ten pesos "squeezed."

If A finds out that B paid only sixty pesos for the carabao, the only thing he can do is to collect the ten pesos difference between what A paid and what he said he paid. He cannot assess punitive damages.

68. Conditions relieving a go-between of responsibility.—An act of God or the acts of a public enemy relieve a go-between or an agent from responsibility. Thus an agent sent to purchase an animal in Balacuen (the stranger country) is under obligation to deliver it alive. But if it be struck by lightning, or if the carabao be taken away from him by enemies, and he has a wound to bear witness that he offered due resistance to them; or, in case he has no wound, if he has witnesses or good proof of the fact that the enemy was so superior in force as to make resistance foolhardy, he cannot be held for payment of the animal.

70. Payment due those who find the body of one dead by violence.

—An Ifugao who finds the body of one dead by violence or drowning, and not an inhabitant of the same district as himself, must perform a general welfare feast to remove the liability to misfortune that is likely to result from such an incident. Consequently, he is entitled to a payment, varying from one to ten pesos, according to the rank of the dead person. If there be more than one who encounter the dead body, all are entitled to the same payment. This payment is called halal.
CONTRACTS FOR THE SALE OF PROPERTY

71. On whom binding.—Contracts for the transfer of property for consideration are binding on the seller only. Rarely, if ever, is there a payment to bind the bargain. The simple promise to sell is sufficient to constitute a contract to sell. The breaking of a contract to sell renders the breaker of the contract liable for damages only in case he took the initiative in making the contract.

Damages paid for the breaking of a contract to sell, are called hogay. In case an agreement to sell a rice field is broken, the damages are usually one large pig (fifteen or twenty pesos). In the case of questions of this sort over minor property, the hogay may be a death blanket, a small pig, or a chicken.

The following examples will serve to illustrate:

A sends B as a go-between to sell a rice field. B first contracts to sell the field to C. Later, knowing the terms of the sale offered by A to be very advantageous, he sells the field to a kinsman D.

In this case B is liable for the hogay to C. In the above case B, after contracting to sell the field to C, duly reports to A that C has accepted the terms offered, and that he is raising the amount required for the first payment; that he will go again by agreement with C to receive this first payment on such and such a day. A sells the field to somebody else.

In this case A is liable for the hogay, and to B for his fee as go-between.

It becomes a matter of common knowledge that A has a gold neck-ornament for sale. C agrees to purchase at the stated price and A agrees to sell to him. A sells the ornament to somebody else.

A is not liable for the hogay, for the reason that C made the first advances.

In no case can one who makes a contract to buy be held for any payment of damages for breaking his contract.

IRRIGATION LAW

72. The law as to new fields.—If all the land below a spring or small stream located on ownerless land, be common land—that is, land without an owner—he who makes the first rice field below the source of the water supply is entitled to all the water needed for his rice field. Another man, making a rice field between the field of the first comer and the source of the water supply, may not use the spring or stream to the detriment of the first comer.

But should a man make a field, be it on common or on owned land, below a spring or stream, and should another man make a field between the first field and the source of the water supply on owned land, the second comer would have the right to whatever water might be useful to him.

73. The law as to water.—Water which has been flowing to an area of irrigated land may under no circumstances be diverted to irrigate a different area, even though that area be nearer the source of the water.

A person, who acquires rice fields, one of which is near the source of the water supply and the other at a considerable distance from it, may not pipe or trough the water from the upper field to the lower one if the water has meantime been irrigating an intervening area. Thus:

Mangho of Ambobag, having a field near Ilasay, acquires a field near Ambobag, about a quarter of a mile upstream from the first. He threatens to put a line of troughs from one field to another so as to supply sufficient water to the lower field. This action would rob intervening fields of their accustomed water supply, and would be illegal.

A spring belongs to him on whose land it is situated, and so also does all the water issuing from the spring. The owner may sell the surplus water to whom he pleases. The water rights so sold are perpetual. Thus:

A has a rice field in which there is a spring. He sells the water to B, whose field is to one side—perhaps at a considerable distance from A’s. C has a field immediately below A’s. He purchases A’s field and unites it with his own. But he may not divert the water from A’s original field to his own original field, unless he buy the water right from B.

74. The law as to irrigation ditches.—Constructors of an irrigation ditch may sell interest in the ditch. The ditch thus shared with others becomes an equal burden as to upkeep on all the owners.

The constructors of an irrigation ditch who have sold part of the water from their ditch, must share the water in time of water scarcity with those to whom they have sold, in proportion to the respective areas of the rice fields. That is, every owner of an irrigation ditch is entitled to a share proportionate to the area of his rice land, of the water diverted by means of the ditch.

Repetition of the malicious destruction of an irrigation ditch, or the turning of the water from it or out of it, is an offense punishable by fine or even in some cases by death. The first offense, when the culprit is discovered, is not punished; but there is a warning against repetition.

Diversion of water from an irrigation ditch in which the diverter has no interest is not a very serious offense. On the first offense the diverter is warned. If he repeats it, all the water is drained from his field or he is given a beating.