

THE CUSTOMARY RELATIONSHIP OF AGREGAÇÃO
ON BRAZILIAN FAZENDAS

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The traditional attributes of agregação.

Agregação is a customary relationship in which a family is allowed to live on a large estate (fazenda) and use a small part of the land for its own subsistence in return for work for the landowner. The right to live and work the land may not be transferred. The relationship normally begins with a request to enter on the estate; this request implies acceptance of the obligation to execute tasks for the landowner (fazendeiro) and of corresponding social ties. The agregado and the fazendeiro are then bound by a set of customary norms which both have internalized and which is characterized by a specific form of domination.(1)

The relationship of agregação concerns a set of people which may be called the peasant family and it expresses the activity of a family, not only as concerns the production of the means of subsistence, but also with respect to the tasks executed for the fazendeiro. The most visible part of the relationship - the agreement - is made between the agregado and the fazendeiro. But entering an estate always entails a group relationship as well as a personal engagement between the peasant and the fazendeiro, a relation which presupposes the landed property to which the group will be linked.

The nature of the domination of the fazendeiro over the agregado is not to be found in any written contract but in the overall control of the activity of the agregado. The relationship does not necessarily require full-time work on the part of the head and the other members of his family for the fazendeiro. Its fundamental characteristic is rather permanent availability: they must always be ready to be called upon for certain tasks.(2) This essence of the social relationship indicates that it is not merely a form of imperfect capitalist production. On the other hand concrete analysis of the situation of the agregado makes clear that the idea that he is no more than a rural parasite who

does not need to work, living 'in the shadow of the prosperous', is also without foundation.(3)

The agregado is in theory a free person, but his movements are in fact controlled by the estate owner. He may not take anything, he may not go as he pleases on the estate, he may only use certain paths and must invariably use the back gate to enter and leave the 'large house'. Of the corn and the beans he grows he gives a third to the landowner. He must always be at the disposal of the landowner for whatever tasks the latter requires of him. 'Being at the disposal of the landowner' is the sign of his obedience, given in return for the right to live on the estate and for favors received in the form of medication for the sick, transportation to the hospital in case of illness or for childbirth, clothing for newborn babies, and small quantities of foodstuffs received in periods of drought.

To live on the estate implies the acceptance of an oral code of work which constitutes the economic and social character of the fazenda. Work on more noble tasks, like growing sugar-cane or coffee, is done by laborers who are paid in money on a weekly basis. The agregado is charged with the building and preparation of roads, fences and gates. He must drain swampy land so that it may be cultivated, he must repair dams. He must care for the horses if he is a horse smith. He must herd the sheep if he is a shepherd. If he has experience with cows, he will be charged with caring for the cattle. If he is a good mason, he will be occupied in constructing and repairing buildings. The variety of tasks calls for a certain specialization of the agregados. They may be selected according to specific capacities, or they may have to learn certain tasks over time.

Sons of over nine years are supposed to help their fathers in these tasks; their work is not seen as separate, but only as an extension of that of their fathers. There is no separate relationship between the landowner and the agregado's son.

The tenant's wife is responsible for her house and family and also for the growing of foodstuffs. It is not rare that she alone is charged with this work as her husband is frequently occupied the whole day with his other tasks. The wife of the agregado is further at the disposal of the wife of the fazendeiro for domestic work. Some wives work in the landowner's house every day, for example as cook. Others are called on only occasionally, to help prepare parties and for cleaning. On the more prosperous estates guests will expect to have their own servant, for the duration of their visit.

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These activities of the mothers mean that their young daughters are from an early age left in charge of the small children. Girls also help on the land, and sometimes they go with their mothers to work in the house of the landowner.

The following table summarizes who works at what tasks, in the family of the agregado.

participation of family members in various types of work				
type of work	man	wife	sons (over 9 years of age)	daughters
-cultivation of the land of the landowner	++	+-	+-	+-
-animal husbandry	++	--	+-	--
-work in the house of the landowner	--	++	+-	++
-work on the land around the house of the <u>agregado</u> (kitchen garden)	--	++	+-	++
-work on other land cultivated by the <u>agregado</u>	++	+-	++	+-
-construction and repair work on the estate	++	--	+-	--
-being generally at the disposal of the landowner	++	++	x	x

++ much work
+- some work
-- no work
x positive, but dependent on paternal authorization

The last and general obligation is socially and ideologically decisive. Through it the landowner extends his domination over the whole of the working time of the agregado and his family, and the latter's condition of dependence is thus continually reproduced. The work which he does for the landowner and the other activities which allow the physical and social reproduction of the agregado and his family are intermittent, but his dependent status is permanent. The landowner's total control of the time of the agregado reveals the political face of the relationship.

If we do not have here a case of complete loss of freedom, of serfdom in the feudal sense, neither is this the situation of freedom inherent in the bourgeois system of production - the freedom to sell one's labor in the market, the freedom to come and go and to use one's time as one will outside the limited time and space of the factory. The social existence of the agregado is an existence in and for the estate; the agregado lives on the

estate, which fact dominates his being even when he works for himself and his family and when he enjoys moments of leisure.

Such power over others is possible only on the basis of land-ownership: it is the landowner's control of access to land which makes possible his power over people.(4) One works for the landowner so as to be allowed to work for oneself. The tenant accepts this subordinate position because he does not have land of his own and his access to land depends upon continuing economic and legal domination. Even so, the landowner's power is by no means absolute, even though his economic control of and legal title to the land may be perfect. The agregado has a certain margin of autonomy, especially as concerns his own house and the parcels allotted to him. Thus, he refers to his house and the land he cultivates as his canto or pedaço - categories containing a paradoxical combination of subordination and autonomy. Such relative autonomy derives from the landowner's permission to use the house and land, a use seen as justly-merited benevolence being continually renewed through the proper execution of assigned tasks. While the agregado is always 'at the disposal of the landowner', his parcel of land is not.

The principal element of the customary code governing agregação is a promise. The promise is essential to the notion of obligation which gives a large measure of stability to the relationship. The origin of the relationship in indebtedness and gratefulness is always clear, it is based on the original favor granted by the landowner, who allows access to land and housing in turn for work on the estate. The meaning of a 'right' on the part of the agregado to live and work on his parcel (canto or pedaço) must be understood in this context. A right is that which one obtains by correctly implementing an obligation, by executing one's task continually and correctly. Such a right has nothing to do with a contractual relationship.

Although legally the estate as property is fully protected by the civil code or by a combination of the code and customary law, consolidated by personal domination, the permission to use land granted to the agregado generates a conception of rightful possession of such land as the result of the labor he puts into it: the notion that one's land is the place where one lives and works is dominant in rural areas. Thus, 'my house' or 'my plot' indicates the place where one lives. 'My parcel' is the land where one cultivates food-stuffs for daily use, despite the fact that a third of the harvest has to be given to the landowner. The fact of cultivation, of living effectively on the land, which allows the physical reproduction of people and the production of the means of subsistence, define together the familiar and customary idea of rightful possession.

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Tension between different modes of appropriation of land, be they legitimated by a code of law or rather by local custom, gives rise to the coexistence of different conceptions on the part of the fazendeiro and the agregado.(5) The large estate is the central form of landed property around which the other forms gravitate or against which they are contrasted. The relations between different forms of landholding are tense and forms of land tenure define the hierarchy of rural labor. Legal title to part or all of the land one occupies can be the result, on the one hand, of the formal registration of property rights and on the other hand of effective use and custom. On old, well-established estates, title to all the occupied land is solid and properly registered. By contrast, in the case of other estates, any disputes concerning boundaries are indications of doubtful property rights.

Of particular importance in the creation of large landholdings is the method of 'registration by extension' (escritura do abraço): while disposing of a document giving effective title to a small part, a fazendeiro extends his property to many times that small part through effective occupation and cultivation of adjoining land. If an estate borders on largely unoccupied land where a few small independent peasants live, it may seek to impose its power beyond its borders with as a final result the occupation of the land of the small farmers. Various strategies can be used: 1) personal domination which guarantees control over land and people; 2) a falsified title to the land; 3) an incomplete document, for example, an old document of partition of the area, which is invoked as superior title to effective occupation. This process of estate-creation gives rise to an imposed form of agregação, in which a previously free small farmer becomes an agregado.

Termination of the relationship.

In times of crisis the tension between different forms of appropriation of land and different rules governing the relations of work develop into confrontations. When a way of life disintegrates, the conflicts that result are not only of an economic nature: they are cultural disagreements, in a broad sense, with legal, political and symbolic aspects.

The 'social reason' for the current evictions is beginning to become clear. Dissociation of the person of the worker from the place of work is a way to differentiate land as a commercial object from the physical presence of those who are there for reasons of work and living. As land becomes more and more a commercial object, it becomes increasingly impossible to tolerate

the presence of laborers who not only work there for the owner but also for themselves. Presence on the land must be confined to working hours, as in a factory. Thus, it is also no longer necessary for the landowner to live on the land himself and landowners now often live in town. (6)

To evict agregados is to eliminate a way of life in the name of the new logic of land-use. This entails doing away with a way of thinking: old loyalties based on the mutual obligations, are now subordinated to dominant values. Favor loses its central place in the social fabric and becomes limited to specific aspects of social life, such as asking for help in obtaining work in the city, or to be given a house in the village, an animal or firewood.

To the initiative of the landowner the agregado may respond in one of two possible ways: a 'friendly' one, which is essentially to leave 'of his own free will' (in fact, he leaves because of unbearable daily pressure to do so) and which takes the form of an agreement concluded at the gate of the estate or a declaration signed in the office of the rural laborers' union. The second possible reaction is the filing of a law suit, which transfers the arena of confrontation to the court.

Conflicts resulting from the eviction of agregados from large estates, an ongoing reality for at least the last two decades in Jequitinhonha Valley, are in most cases not transformed into court actions. Such conflicts are usually limited to a confrontation between the agregado and the fazendeiro, and take place on the land concerned. They may be quickly terminated or, which is more common, drag on for months or years, until the final deterioration of the relationship leads to the departure of the agregado and his family.

In the 'friendly', customary resolution of the conflict, all favors and privileges are abruptly terminated, but an ultimate favor is saved for the last moment: at the last moment, the agregado is offered 'a gift', the acceptance of which keeps him symbolically in the position of debtor. The traditional resolution of the conflict is an effort to avoid an inversion of the positions of the parties: monetary compensation for loss of the use of the land would, if granted, place the landowner in the position of debtor.

The majority of those who are evicted go far away in search of work, to other states (Sao Paulo), or to other regions of Minas Gerais (the South, the Triângulo Mineiro, and above all Belo Horizonte). But those who remain in the area may have a continuing relationship with their former landowner. Day labor and piecework have become more frequent in the area concerned over the last seven years, though not everywhere to the same de-

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gree. The former agregado goes to work on his former estate, under these new conditions, precisely because his personal ties with the landowner facilitate social relations between them. Permitting continued cultivation of foodstuffs after the relationship of agregação has been terminated is, however, a privilege allowed to very few families, leading to a special relationship of submission to the landowner. A continuing relationship after departure from the land has advantages for both parties. The landowner is assured of non-permanent labor in return for the personal favors he grants. The worker lives in a house in the village, which is the property of the landowner. An agreement of this sort usually prevents or terminates a law-suit, despite the symbolic and physical violence which has taken place earlier. Even one who testified against the landowner in a court case resulting from an eviction may later become his sharecropper (one case).

If the agregado enters into a salaried relationship with the fazendeiro a complicated change takes place. The contract may or may not be written and signed and provide for the regional minimum wage. It will generally include deductions for the housing provided, sharecropping on a fifty-fifty basis (the clearing and preparation of the land and buying seeds being at the expense of the worker).⁽⁷⁾ Such features of the labor contract make the social relations which unite worker and landowner more impersonal; the new system minimizes relations of favor, both in the sphere of work and outside it, without however causing these to disappear totally. For even if all work is paid for in money, this will not exclude requests for extra money for festivities, nor political activity according to the desires of the landowner. The logic of profit, oriented to the optimal use of working time, does not immediately bring with it the elimination of the profound structure of prestations and cultural practices which characterize the sharing of social space by employer and worker, a social space which is not limited to the workplace.

If the agregado resists the eviction by filing a court suit the issue at stake manifests itself in different interpretations of the political and legal content of the relationship of rural laborers to their work and to the land. The status of the agregado depends on a complex of social relationships, determined by the customary code and the official, written codes, which mediate the relationship between peasants and landowners. These status categories imply legal rights and powers, in other words, the possibility of specific legal arguments used by each of the parties in conflict. Legal argument on the basis of such categories expresses the social conflict resulting from the appropriation or expropriation of land in terms of conflicting legal truths. Legal actions and other customary actions accompanying them become a real

battleground for the social tensions which prevail throughout the whole region.

Legal actions which are not based on a capitalist labor contract have their special characteristics. In agregação personal favor permeates the labor relationship and determines the social relations involved. It is this characteristic which allows one author to affirm (referring to Brazil) that:

where work relations are intertwined with a set of personal ties, governed by such values as (...) deference and favor (...) a permanent and multiple stratification of all the positions in the system can occur (...). Such notions, although they may appear vague and devoid of content to the macro analyst, appear to me to be fundamental for a real understanding of the functioning of the system which goes beyond a merely formal, or worse, formalistic approach. (8)

Law suits may help hasten the disappearance of the older sort of relationship and its replacement with contractual relationships. Fear of court action initiated by agregados threatened by eviction is used as an explanation by the landowner for his insistence upon imposing a written contract on his tenants; they are thereby forced to deny their permanent status on the land and agree to a simple labor contract. These developments should be seen together with union activity among rural workers and the dissemination of the concept of citizenship, which implies the right to decide, to come and go, to take the person who used to be one's protector and benefactor to court. The dissemination of the discourse of the various institutions of civil society such as political parties whose program is intended to benefit the poor as well as family and neighborhood experiences, contributes further to the disintegration of the old order.

The participation of some ex-tenants in union activity and political parties based on their class interests is frequently the direct result of the rupture of traditional ties. The transformation of these men and women into members of rural workers' unions starts with a request for legal assistance to the union. Bringing a lawsuit forces a peasant to confront the contradictions of being a worker on a large estate in a way that was not possible before. News about an eviction suit, an agregado's decision to take a landowner to court, goes around in the villages very quickly and becomes a theme of political discussion. The requirements of a formal, legal confrontation generate rather complex movements. Agregados appear as witnesses accusing their peers, which entails a disturbing conflict of loyalty. But suddenly they may show themselves ready to tell a court about the sorts of injustices of which their former co-workers were the victims. The high point of the lawsuit of some may turn out to be the

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beginning of the customary struggle of others. These processes by which a new political and social awareness is awakened in the course of a crisis in an existing social relationship, are similar to those observed by Srinivas:

The passion which was ignited during the heat of a dispute led the disputants to say and do things which revealed motivations and relationships with the clarity with which lighting illumines, although momentarily, the surroundings on a dark night (...) Disputes roused people's memories and led to the citing and examination of precedents (...) Disputes (...) were a rich mine of data which the anthropologist could not ignore.(9)

The ties that other evicted settlers develop with the Pastoral Commission on Land lead to notable differences in the course which resistance to eviction takes. Unions of rural workers are above all oriented toward problems of labor while pastoral action is oriented toward problems of land tenure. It is not always possible to make these different perspectives compatible with one another and agregados associate themselves with one or the other approach. The same differences in outlook and priorities may be noted at the level of lawsuits: the unions of rural workers, through their lawyers, always opt for an emphasis on the evicted person as a worker and demand indemnization. If this demand is denied indemnity for destroyed crops is requested instead. The clergy always lays specific emphasis on possessory actions. It gives special attention to the ways large estates are constituted through invasions and occupation of the land traditionally belonging to small farmers, transforming the latter suddenly into agregados. The minority which opts for this road takes great risks, but may also gain more as compensation.

Among the consequences of making the terms of the conflict explicit, and also of the transfer of the debate to a new political and legal arena, is the readiness to transform into reality propositions of the type: 'The fazendairo ought to pay a salary and give land'. Demanding at the same time pay and land is only understandable in the specific context which both unites and separates agregados and the landowners they confront at this particular point in time. Based on social practice, the notion of paying and providing land may be strategically used as an argument in a conflict, so as to obtain at least some significant gain.

For the landowner, having to go to court in a suit initiated by an ex-agregado entails the danger that he may be transformed into his debtor. Independently of the form the lawsuit takes - with emphasis on the labor contract, on indemnization or on access to land - the landowner will naturally try to avoid such an inversion of the indebtedness. For an ex-agregado, to start a

lawsuit means picking a fight with a 'rich man', a situation which for most of them leads to strong feelings of insecurity. This fear concerns precisely the possibility of an inversion of the indebtedness. Pressures outside the legal sphere, which may take the same form as those used in traditional disputing, lead to fear to formulate a demand, fear of the judge, fear of the court. These feelings also lead to a lack of confidence in legal institutions - these can hardly be for the 'poor'. These new and complex forms which the social relations between agregados and fazendeiros take on in this context, are essential to the interpretation of the social processes which are upsetting this agrarian society. Court is another space (and not just another phase) in which the confrontation of opposed forms of relationships and conceptions of working land takes place and in which one way of life ends and another begins.

Why is it that termination of the relationship of agregação provokes so much insecurity, so many feelings of a symbolic nature, going beyond the loss of home and land? The reason is that this relationship was not contractual, in the sense of official law. It was not a labor contract in the capitalist sense of a relationship freely established between two parties. The access to land resulted from an initial favor; it required being permanently at the disposal of the landowner. This way of looking at the question recalls the reflections of Marcel Mauss:

The number, the extent and the importance of these facts allow us to conceive of a regime which must have been prevalent among a large part of humanity during a very long phase of transition and which exists still among other people than those which we described. They permit us to affirm that the principle of the exchange - gift - must have been that of the societies which have gone beyond the phase of comprehensive giving (from clan to clan, from family to family), but which have nevertheless not yet arrived at the individual contract and in particular at the notion of price expressed in weighted and coined money.(10)

Even if the gift, in this social relationship, is a deformed gift, this does not invalidate the analysis of the contents of the relationship. The asymmetry inherent in the exchanges between the agregado and the landowner does not mean that the relationship was contractual, nor does it introduce characteristics such as those of sale, price and money, into the relationships which are now disappearing.

If the landowner finally takes the initiative to put an end to relations of favor and to undo existing arrangements, new and complex social relationships appear. The issue then becomes whether such a rupture will be transformed into a social contra-

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diction, given the unwillingness of the 'benefactor' to repair the network of reciprocity and the fact that at best all that is offered is monetary compensation, which does not restore the land to those who cultivated it and violates their feelings of legitimacy as concerns its use. In a lawsuit these divergent views and disagreements will fully develop.

Customary eviction.

The agregado refers to the process of eviction as despejo or despacho. Despejo means to throw someone out of the house where he lives and drive him from the land he cultivates. Despejo and despacho have a distinctly violent connotation. It is interesting to note that the word despejo, besides meaning to clear, to open up, also means to take away from someone his feeling of dignity. The humiliation of the workers who lose their 'place', their land, links these two meanings of the term. What is involved is not merely the loss of housing, but the interruption of the customary right of agregação.

The eviction of an agregado, that is, physical and symbolic violence on the part of the landowner applied in order to get rid of him, consists in the destruction of the fences that surround the land he cultivates and the house where he lives, so that the borders between pastures and cultivated land are eliminated. In this way, the landowner removes the physical indicia of possession of the land by the agregado and makes his further use of the land impossible.

The conflict develops according to customary rules. In the end, the landowner will acknowledge his duty to indemnify the agregado for what is growing on the canto, but not for the land itself, nor for the work involved in clearing it and preparing it for cultivation. The agregado gets the value of the harvest but there is no recognition of the economic value of the loss of the conditions of production.

The eviction process begins with the agregado not being allowed to grow foodstuffs for more than one year on the same plot; thereafter it is used for growing fodder for the estate's cows. He is thus forced to clear new land in another part of the estate, and he will be ordered to grow fodder together with his foodstuffs.

Traditionally some of the milk from the cows of the landowner was given to the small children of the agregado. This gift disappears. The elimination of this gift of milk causes great resentment among the women, who see it as the worst example of the

current insensibility of the wife of the landowner as concerns the needs of their children. The adults themselves are directly concerned as well. The services of the women in the house of the landowner are no longer remunerated by gifts of bacon and corn-flower.

These changes are clear signs that the social relationship is drawing to a close. The tenant will have less and less time for his own work and efforts will be made to force his 'voluntary' departure.

Such a 'voluntary' departure may indeed follow if the prospects of the relationship further deteriorate. It may also follow continuous pressure by the landowner, who may state that within a short time he will not need the worker at all any longer. A number of reasons may be mentioned: the estate needs the house of the agregado; the estate will be needing a more limited number of agregados; the estate will only need cowboys in permanent residence; the estate can no longer allow the agregado to grow foodstuffs, as fodder must be planted everywhere. The slow and thus painful dissociation of the two parties which leads in the end to the 'voluntary' departure of the agregado follows rules which keep the latter in the position of debtor. He suffers eviction from the estate and accepts presents in the form of money and of goods at the gate of the fazenda. It is a solution which preserves other important social networks, such as compadrio and patronage on religious occasions.

In some areas, the continuity of local rituals which depends, among other factors, on the solid patrimonial ties which facilitate the return of former rural workers to the towns and villages for these ceremonies, forms part of the strategy of 'voluntary' departure. The strong tradition of continuing patronage of saint celebrations even after a lawsuit over the eviction of an agregado, is associated with customary solutions to such evictions, implying a social contract which obliges both dominators and dominated to continue the pattern of reciprocal behavior. This accommodation of interests is to be found in the preservation of the relationship of favor despite the suppression of agregação. The agregado leaves the land by agreement, but the worker is not separated from the landowner, and above all, the agreement does not change his condition of debtor. Agregação is eliminated, but the ideological base of the relationship remains important and parts of its behavioral system continue.

The violent character of the process of eviction is manifest in the landowner's threatening of the agregado and his family. The threats may be symbolic, material or physical in nature. Through the combination, succession or alternation of the various sorts of

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threats, the several aspects of the agregado's mode of life are successively undermined. Material threats include the interruption of access to the means of production necessary to the physical and social reproduction of the peasant and his family. The landowner may prohibit him from raising a pig or keeping a horse. His cow, used to provide milk for his family, may no longer be allowed to graze on the estate.

A frequent and much feared threat is the elimination or the wilful pollution of the agregado's water-supply, which makes the life of the peasant and his family wholly impossible. The water may be simply deviated, or dirt may be thrown in it. The tenant usually complains politely to the landowner and usually the problem is resolved, only to recur later on.

Another material threat is the closure of paths. The agregado and his family may be prohibited from using the ordinary path to reach the main road outside the estate and thus be obliged to use tortuous small back-paths to leave the farm to go to the village. This inconvenient situation may be tolerated for a long time by the victims. On market days and in the case of illness the problems caused may be intolerable.

Symbolic threats include withholding any expression of satisfaction with the work of the agregado, insulting him and his family, killing his dog, and pressuring him to sign a contract. The first two are successive steps towards the suppression of normal verbal etiquette; at the height of a customary dispute both sides may indulge in direct verbal insults. The end of respect and courtesy in the communication between landowner and agregado is the most serious symbolic indication that the relationship is about to terminate. Words and deeds transform honor into shame and force the agregado to give up. Killing his dog involves both physical and symbolic violence. The animal guards the peasant's house and land and reflects his owner's ambitions. The cruelty of the act is frequently used as a sign that major harm may be done to the owner as well.

Destruction of the fences that surround the house and the garden of the agregado or his land located at another part of the estate entails the immediate loss of the corn and beans and other foodstuffs he had planted: the animals of the fazendeiro will move onto the farmland and destroy the crops. The landowner will occasionally order that the tenant's crops be set on fire. The association of such ultimate threats with the use of weapons constitutes a high degree of intimidation. Actions like these always depend on the behavior of other agregados. The loss of solidarity among agregados, occasioned by the development of

new forms of domination, makes some into the enemies of others, arousing feelings of hostility.

At this point in the conflict symbolic threats and physical threats are no longer separated. Both parties may threaten each other with sticks, sickles and machetes. Threats with firearms indicate the possibility of further confrontation should the conflict heighten and no reconciliation be possible, that is to say, if the landowner insists on the departure of the worker and the latter continues to resist. In fact, however, conflicts culminating in killings are very rare.

The most radical event in the eviction process is the order to leave the house the agregado occupies on the estate. When executed, the peasant and his family have no place to live. Such an order may be followed by an eviction order of the court, which the landowner can sometimes obtain quickly through relations of friendship or kinship. Such orders may be associated with the use of the police. If the landowner cannot mobilize the police, the conflict will be carried out with simple force. The agregado is thrown out of the house and is on the road.

These events constitute drastic changes in the life of an agregado because there is no way back. Nor is it possible to seek refuge in the house of another agregado. Solutions for the immediate problems of food and lodging and temporary concessions of land to cultivate while important decisions are made all occur outside the estate. Access to housing and land are provided by others in the area, while the evicted family decides whether to take the landowner to court or not.

Eviction by means of court action(11)

While the road to the court is open to the agregado, a lawsuit brings a whole set of divergent legal truths to bear on the traditional, familiar relationship.(12) Agregação is a social condition which can take different forms during a judicial confrontation with the landowner. Customary categories can be applied to describe the relationship. Combined with or instead of these categories, the ex-agregado may accept and use the legal categories found in national legislation. The categorizations used undergo various transformations in the process as the contradictions between the parties lead them to call themselves by different names in the course of the lawsuit, invoking different legislation and judicial decisions so as to win the suit.

The conceptualization of the social status of the agregado, according to customary and legal criteria, is as follows:

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perceptions of the relationship of precarious tenancy

how the <u>agregado</u> sees himself		how the landowner sees the <u>agregado</u>	
in the customary sphere	in the legal sphere	in the customary sphere	in the legal sphere
- <u>agregado</u>	-rural worker -false share- cropper -sharecropper under contract	- living on the land on the basis of favor (<u>morador de</u>	-non-permanent worker -independent sharecropper -commodatary <u>favor</u>)
- living on the land on the basis of favor (<u>morador de favor</u>)			

a. the agregado as 'morador de favor'

The landowner may argue that the agregado should be seen as the beneficiary of the privilege of living on the estate. Emphasis is laid on goodwill, expressed in granting permission to live on the land without demanding a counterpart in the form of rent, work, or part of the yield of the land. The agregado, by contrast, considers living on an estate by favor as a temporary circumstance which leads to a 'right'.

It must be noted that the two statuses, agregação and morada de favor, are not always clearly distinct. There is a certain ambivalence about how one relates to the other, both at the level of norms and in practice. This ambivalence is understandable within the logic of the traditional estate, which was based on the occupation of ample land and the extensive use of labor and animals, resulting in a high degree of self-sufficiency. Frequently, estates could get along very well without making demands on their laborers for payment in the form of work or crops. Landowners could also create distinct types of relationship with different groups of peasants. Some, having the status of agregados, were narrowly tied to the work on the estate; others, living there by mere permission, were physically and socially removed from the work process and the community of the estate, collaborating only in specific circumstances, such as periods of

banditism or when many workers were needed for a large enterprise such as clearing forest land to create pastures and farmland. The difference between these two sorts of relationship is more than one of access to land and work, it concerns the degree of social distance entailed: the relationship of morador de favor does not include the same degree of symbolic and material interaction which characterizes that of agregação.

Persons who describe themselves as living on an estate on the basis of favor are quite rare, and they are becoming more and more infrequent these days. The mechanisms that are leading to the disappearance of this social category are various. The fact that agregação is strongly associated with a notion of a work relationship reinforces the self-conception of agregados as rural workers. Paradoxically, the notion of living on the estate by permission, by contrast associated with the idea of charity, is becoming more and more prominent in the perspective of landowners. When the landowner, in the course of a lawsuit, asserts that the tenant only lives on the estate by favor, he denies hereby the existence of the customary status of agregação. But for the peasants the idea of favor nowadays has a largely negative connotation, as they have begun to prefer having legal rights over enjoying favors.

In areas where the union movement is rather fragile and under the influence of the conceptions of landowners, it was normal three to five years ago that the latter would go with their tenants to the union office to draft declarations of morada de favor. As soon as this document was signed by both parties, the landowner had no more fear of a possessory action or a suit for compensation, or other labor claims. The rights that a worker might later have been able to invoke were eliminated.

Agregação and morador de favor are categories with a clear history in the patterns of social relationships in the area. The concepts cause tensions in customary law because of the difficulties of defining the nature of the specific relationship that unites landowner and worker, but the difficulties they generate in official law are greater still. Agregação does not exist as a form of contract in Brazilian law, and its translation into the legal categories of official codes is a complicated affair.

b. the agregado as rural worker

As institutions of civil society such as rural workers' unions and the administration of justice take on importance in the area and as the struggle over its legal implications develops, the institution of agregação is subject to new interpretations. The greatest

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effort in this regard is made by the rural workers' unions through the free legal services they provide. They attempt to translate agregação into a rural labor relationship: the agregado is a rural worker because he performs normal agricultural tasks. Even if the same tasks are not performed continually (e.g., repairing fences, clearing land), this is said to be inherent in agricultural work because of its cyclical nature, and it is argued that there is nevertheless a continuity in the work on the farm. This characterization of rural work, equating the agregado with a rural laborer, is based on the essential elements of the Rural Workers Law of 1963 and laws enacted thereafter. These elements are: permanent work, hierarchical subordination and economic dependence.(13) Whenever these three conditions are met, there exists an employer-rural worker relationship.

If a man comes alone to the union office to present a complaint, this prevents complications. On the basis of the information he provides on his activities a claim is formulated and he is characterized as a rural worker. Two problems arise here. First, this legal translation of the traditional relationship is incomplete, as the latter involves a family unit. A claim based on a labor contract is, furthermore, individual and untransferable. Although there is no legal obstacle to wives being plaintiffs in such suits, there are problems of a socio-cultural nature. Traditionally, the wife is not an agregada and thus is not a rural worker. On the other hand, it leaves aside the questions of access to land and of indemnity for improvements made on it. To base a lawsuit on the condition of permanent work, hierarchical subordination and economic dependence also invites polarization about which legal truth is to prevail. Claims based on legal contracts lead to useless discussions on the permanent nature of the work, in light of the fact that the agregado had his own land to cultivate. It is argued that there was no hierarchical subordination, because both parties led their own lives at considerable social distance one from the other. And there was no economic dependence since the plaintiff produced his own livelihood.

The category 'rural worker' only has meaning within the context of a capitalist labor relation. A labor contract is ultimately based on the concept of a social relation which is limited to the sphere of work. The labor contract and hence what is involved in the dismissal of a worker is the product of the employer-employee relationship in factories, which limits confrontations to single events and the clash between parties to the termination of a work relationship.

It is obvious that difficulties will arise from the application of such labor concepts to a not specifically capitalist relationship such as agregação. Even if it were possible to translate the one into the other, the court decision would still entail expropriation of the rights implied by the customary relationship, as the award is necessarily limited to monetary compensation for the loss suffered by the worker.(14)

The application of capitalist conceptions to rural social relations is plainly inadequate. Within the system of rules of capitalist law it is impossible to include in a contract both the regional minimum wage and access to a piece of land for the cultivation of food-stuffs. This latter provision has meaning only in the context of a quite different relationship. Thus the conclusion that the peasant is really a temporary laborer sets the legal stage for denying him the status of agregado and of rural worker as well.

c. the agregado as sharecropper

The landowner may argue that the agregado is a contractual sharecropper in the sense of the Civil Code. The agregado may reply that his status is that of subordinate sharecropper, presenting his situation as one of employed sharecropper to indicate his subordinate position. 'Employed sharecropper' is a category of dependent worker protected by the Land Statute.(15) As agregação is a social relation which involves the handing over of a third or half of the harvest to the landowner, the worker may so qualify the situation as an alternative to calling himself a rural worker. In such a case, the agregado's claim is to recover the profits of the cultivation of the land due to a unilateral breach of the sharecropping contract by the landowner. Such claims have their specific legal form: the suit is for indemnity for what is left on the cultivated land in the form of crops. Whenever this aspect of the agregado relationship is prominent in the conflict, it is the crops that remained on the land which are the main subject of discussion.

If the category 'sharecropper' is applied to agregação on the basis of its description in the applicable legislation, problems related to customary rules always appear. There ought not in fact to be any such problems since a relationship of at least three years of sharecropping, as required by law, always exists. But it is precisely there that the difficulties begin. By continually renewing these contracts for eleven months only, the

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landowner can easily defeat the legislative requirement of the established nature of the sharecropping.

The status of employed-sharecropper results from written contracts which have come to replace the customary relationship. These contracts, concluded with ex-agregados for eleven months at a time, provide for cultivation on a fifty-fifty basis on the farmland of the estate. If the former agregado, now having the status of contractual sharecropper, should try to prove that he is not really a sharecropper at all, and thus has a work relationship with the landowner, the written document he signed, indicating a contract of eleven months, serves to prove that he only lives on the estate by permission for a limited period of time. The landowner, for his part, presents the contract as freely concluded, and the relationship with the worker as one between equals. The opposing legal truth depends on circumstantial evidence and the testimony of witnesses, in an effort to clarify the real nature of the social relationships on the estate: that the worker is always at the disposal of the landowner, that is, that he is in fact unequal and subordinate.

The relationship of agregação concerns a whole family. The eleven-month contracts not only impose the individualization of the labor contract, they also impute to several members of the family an independence that they have never had. Undoing the family unit as work group provides the agregado, paradoxically, with an additional legal argument for concluding that his status is one of rural worker, which is the core to which one returns after failing with arguments based on the notion of sharecropping.

d. the agregado as commodatary

The relationship of agregação is based on the ties of the agregado to his 'place'. For this reason, he may refuse to abandon it. If the estate is private property, properly registered, its owner is legally entitled to its peaceful possession. The uncontested owner of an estate may accuse the agregado of being a squatter who is disturbing his property rights. A court action establishing the landowner's full and exclusive enjoyment of the land turns the agregado into the beneficiary of a loan of part of the estate, a status he can be said to abuse, thus justifying his eviction. Legally, the situation is one of commodatum. The commodatum is a contract implying the restitution of a borrowed good or object. In this legal construction the borrower must return his parcel and the house to the landowner when requested to do so, because the latter only loaned it to him temporarily.

Lawsuits brought by agregados contesting eviction may provoke counter-claims for restitution of the land by the landowner if the agregado insists on staying where he is. The thesis that the relationship is merely one of borrowing reduces a mode of life to the proportions of an object that must be given back. It eliminates the essential connection with land, the provision of housing as well as the idea of an obligation fulfilled through work. To qualify agregação as a mere temporary loan, which he who owns the land can recall at will, is thus to expropriate most of its original content.

e. the landowner and his other names

The situation of the landowner may similarly be analyzed in both the customary and the legal spheres. In the former he sees himself as both landowner and benefactor. If a landowner allows others to live on his land and cultivate parts of it, there must be a flow of gratitude to reward him for his generosity. He in turn will be generous again, granting gifts and protection. In this context the landowner is above all a benefactor.

In the legal sphere, the landowner presents himself only incidentally as benefactor. He always emphasizes his position as owner of the land in question and consistently denies the employment aspect of his relationship with his tenants. In his view, the agregado is a temporary borrower of part of his land, or a sharecropper, or a non-permanent laborer who performs specific tasks for him on an irregular basis.

If the landowner initiates a lawsuit, this is based on his property rights: he demands the eviction of those who are, in his view, essentially squatters. He will argue that the agregado uses part of the estate de facto, without any title at all. The landowner will not acknowledge the customary relationship in which the agregado is always at his disposal. His de facto possession is presented as the result of an initial favor which may be revoked at any time. The argument that the agregado is a squatter may be contrasted with the argument of sharecropping. In the latter case the adversary is depicted as independent, a social equal. In the former total dependence is affirmed and all independence denied.

The representations and behavior of the agregado and the landowner are increasingly divergent and incompatible. The intertwined elements of contract and of favor in the social relationship of fazendeiro-agregado are invoked strategically in legal argument. The respective legal assertions represent a complex social truth which is only imperfectly captured in the

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competing versions of legal truth. In the final analysis, moreover, whichever legal truth prevails, labor law and ordinary civil law do not as a rule restore access to the land.

Notes

- *) This article is based on a research project on "Law and Custom in Rural Society", financed by the Ford Foundation (in 1981) and the Brazilian National Research Center (CNPq) (in 1982/3). The fieldwork was carried out in Jequitinhonha Valley (Minas Gerais), and consisted of interviews with peasants and the analysis of union and court documents, covering the period 1977-1983. The article is an elaborated version of a paper presented at the Symposium on Folk Law and Legal Pluralism, XIth International Congress of Anthropological and Ethnological Sciences; Vancouver, Canada, 19-23 August 1983.
1. Moacir Palmeira, "Casa e trabalho, nota sobre as relações sociais na 'plantation' tradicional", Annales du Congrès International des Américanistes (Congrès du Centenaire), Paris, 1976, p.313.
 2. This analysis of the social relationship of agregação is based on the definitions of the peasants themselves. One of them said: "The agregado is at the disposal of the lord."
 3. See Antônio Cândido, Os Parceiros do Rio Bonito, Livr. Duas Cidades, Sao Paulo, 1971, p.215.
 4. Sonia Lacerda, "Domínio da terra, domínio dos homens", CPDA/FGV, 1981 (unpublished paper).
 5. "The rules concerning the appropriation of resources may take forms different from those which the legal theory of land tenure supposes. One may cite the example of the collective property of a hunting territory by a group of hunters, the common property of the land by the Inca ayllu, the granting rights of periodic use to the heirs of plots of land, the collective property of the subsoil in socialist nations (...) Property may concern water rights as is the case of the irrigation canals in the huerta of Valencia. Property rights may concern the use of tools, canoes and machines; (...) and ultimately also people." See Maurice Godelier, "Objeto e método da antropologia econômica", in: Racionalidade e Irracionalidade Econômica, Rio de Janeiro: Ed. Tempo Brasileiro, no date, p.334.

6. The disappearance of relations of agregação, which is neither complete nor definitive, is the result of drastic changes in the logic which governs the capitalized value of land. The value that can be extracted from the land by current legal or customary social relations has become less than that which could be effectively extracted through other social arrangements, resulting in an increasing difference between the profits landowners actually make and those they could make. The land is suitable for cattle-raising and the region is close to important beef markets. The work of the agregado also does not yield as much as it is nowadays possible to extract with other means. Hence the tendency to exploit workers more and more (and this applies to both agregados and small farmers), before arriving at the point of cutting off existing social relationships with them. See, José de Souza Martins, Os Camponeses e a Política, as lutas sociais no campo e seu lugar no processo político, Petrópolis: Ed. Vozes, 1981, pp.65-71.
7. Landowners use the Rural Workers Law (chapter III, artt. 28-41) to give a legal form to the newly developed social relationships with cowboys (vaqueiros), and also take advantage of a considerable contradiction contained in this law (see, e.g., art.25) which gives the landowner room for maneuver. Salary deductions, for example for housing provided on the estate, legally limited to 25%, may in practice be as high as 45%. See, Osiris Rocha, Manual Prático do Trabalho Rural, Rio de Janeiro, Forense, 1969, pp. 216-219.
8. Roberto da Matta, "Você sabe com quem está falando?", in Carnavais, Malandros e Heróis, Rio de Janeiro: Zahar, p.54.
9. M.N. Srinivas, The Remembered Village, Delhi, 1976, p.42; cited by E.P. Thompson, in: Folklore, Anthropology and Social History, Brighton, 1979, p.8.
10. "Le nombre, l'extension, l'importance de ces faits nous autorisent pleinement a concevoir un régime qui a dû être celui d'une très grande partie de l'humanité pendant une très longue phase de transition et qui subsiste encore ailleurs que dans les peuples que nous venons de décrire. Ils nous permettent de concevoir que ce principe de l'échange-don a du être celui des sociétés qui ont dépassé la phase de la prestation totale (de clan à clan, de famille à famille) et qui cependant ne sont pas encore parvenues au contrat individuel et surtout à la notion du prix estimé en monnaie pesée et titrée." Marcel Mauss, "Essai sur le Don: forme et raison de l'échange dans les sociétés archaïques", in Sociologie et Anthropologie, Paris, P.U.F., 1968, p.227.

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11. In the Brazilian Civil Code, eviction from rural housing is treated in articles 1209 and 1211-1215. These articles do not deal with eviction from land. The temporary use and/or possession of land is governed by the rules contained in the Land Statute (law no. 4.504 of Nov.30th 1964). In situations not foreseen by this statute the relevant norms of the Civil Code apply.
12. "Western jurists on the whole have treated the 'ambiguity' of legal concepts as a weakness, without examining in general how the judges operate the ambiguities. I think this statement is justified, despite praise of particular flexibilities. I suggest that we must accept that words like law, right and property have several meanings and examine how these varied meanings function in the judicial process, in legal practice and in social life." Max Gluckman, "The judicial process among the Barotse", in P. Bohannan, Law and Warfare, Studies in the Anthropology of Conflict, University of Texas Press, Austin and London, 1980, p.90.
13. "Estatuto do trabalhador rural", in Osiris Rocha, Manual Prático do Trabalho Rural, Rio de Janeiro, Forense, 1969. The Rural Worker Law is still referred to in lawsuits, even after its revocation.
14. Karl Marx, El Capital, Libro I, Cap. VI, Siglo Veintiuno, Buenos Aires.
15. In the Land Statute, this status is defined in art. 96, I-VI, which puts emphasis on the subordinate condition of the employed-sharecropper. In the Brazilian Civil Code sharecropping is dealt with in Title V, ch.XII, art. 1410-1415; here, sharecropping is seen as a contract between independent equals. It is logical that the agregado invokes the provisions of the Land Statute while the landowner bases his argument on the Civil Code.