

Abstrak

Masalah jual beli tidak dapat dipisahkan dari kehidupan masyarakat sehari-hari. Dari banyaknya perjanjian yang timbul dalam masyarakat, perjanjian jual beli makin lama semakin penting untuk memenuhi kebutuhan - kebutuhan manusia di dalam masyarakat. Adapun yang dapat dijadikan obyek perjanjian jual beli sangat banyak, baik benda bergerak maupun benda tetap, namun dalam lalu lintas perdagangan obyek jual beli yang berupa barang bergerak lebih banyak di jumpai, salah satu diantaranya perjanjian jual beli kayu jati. Berdasarkan permasalahan di atas maka tujuan penelitian ini adalah mengetahui tinjauan yuridis perlindungan hukum bagi pembeli dalam transaksi perjanjian jual beli kayu jati di desa Jatiroto Kabupaten Pati (Kasus Di Ud Empu Sakti).

Jenis penelitian ini adalah penelitian yuridis sosiologis. Dalam hal ini peneliti mengkaji secara yuridis sosiologis mengenai kasus perjanjian transaksi jual beli kayu jati di Desa Jatiroto Kabupaten Pati..

Hasil penelitian menemukan bahwa perjanjian jual-beli kayu jati yang diteliti merupakan jual-beli secara tunai dimana pembeli membayar harga kayu jati kepada penjual secara tunai di awal dan meminta pengiriman dilakukan oleh penjual ditempat pembeli. Dari perjanjian antara penjual dan pembeli, kepemilikan atas kayu jati baru berpindah kepada pembeli setelah pembeli menerima kayu jati tersebut dari penjual ditempat yang telah ditentukan. Dengan kata lain, penjual bertanggung jawab terhadap kayu jati yang telah dibayar sampai dengan telah diterima oleh pembeli. Perlindungan hukum bagi pembeli yang telah beritikad baik dalam perjanjian jual-beli kayu jati. Kemudian terhadap penjual yang tidak melaksanakan kewajibannya untuk menyerahkan kayu jati ditempat pembeli setelah menerima pembayaran maka dianggap melakukan wanprestasi.

Kata Kunci : *Perlindungan, Jual-Beli, Kayu.*

Abstract

The problem of buying and selling cannot be separated from people's daily lives. Of the many agreements that arise in the community, buying and selling agreements are increasingly important to meet the needs of human needs in the community. As for what can be made as objects of sale and purchase agreements are very many, both movable and fixed objects, but in the trade traffic of buying and selling objects in the form of more movable objects are encountered, one of them is a teak wood sale and purchase agreement. Based on the above problems, the purpose of this study is to find out a juridical review of legal protection for buyers in the sale and purchase agreement of teak wood in Jatiroto village, Pati district (case in UD EMPU SAKTI).

This type of research is a sociological juridical study. In this case the researcher examined the sociological juridical regarding the case of the teak wood sale and purchase agreement in Jatiroto village, Pati Regency.

The results of the research found that the sale and purchase in cash where by the buyer paid the price of teak to the seller in cash in advance and asked for the shipment to be carried out by the seller to the buyer's place. From the agreement between the seller and the buyer, ownership of the teak wood is transferred to the buyer after the buyer receives the teak wood from the seller at the designated place. In other words the seller is responsible for the teak that has been paid until it has been received by the buyer. Legal protection for buyers who have good faith in the sale and purchase of teak wood. Then for sellers who do not carry out their obligation to deliver teak wood to the place of the buyer after receiving payment, they may default.

Keywords : *Protection, buy and sell, wood*