

Perceptions and Motivations for Buying and Selling Disputed Land in Sampit City Central Kalimantan an Islamic Economic Perspective

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ABSTRACT

This study aims to analyze the practice of buying and selling disputed land, understand the perceptions and motivations of the transaction actors, and examine these problems from an Islamic economic perspective. This research uses a descriptive qualitative approach through a field research method with data collection techniques in the form of observation, in-depth interviews, and documentation of a number of informants selected purposively. The results show that the practice of buying and selling disputed land takes place informally, with proof of transactions in the form of receipts and personal trust between individuals. Community perceptions tend to be permissive, considering the transaction valid as long as it is done voluntarily, even without an official certificate. The main motivation of the perpetrators is the low price of the land, the strategic location, and the belief that the legal status of the land can be resolved at a later date. From an Islamic economic perspective, this practice contains elements of gharar (uncertainty), which is prohibited due to the lack of clarity of ownership. In conclusion, this practice shows the lack of public awareness of Sharia law and land regulations. Therefore, legal education, socialization of Islamic economics, and enforcement of regulations are needed so that land transactions run according to the principles of justice and benefit.

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1. Introduction

Land disputes occur when there are disputes over land interests that require improvements in the regulation and use of land for the benefit of society and especially for legal stability [1]. Most land disputes today relate to the legal certainty of land rights [2]. The issue of land sales involving disputes is not only related to positive law, but also touches on moral dimensions and values from the

perspective of Islamic economics. In Islamic economics, ownership of land and natural resources is not an absolute human right, but rather a trust from Allah SWT that must be managed fairly and responsibly. All natural resources, including water and land, are essentially the property of Allah SWT, while humans only act as managers who are obliged to maintain justice, balance, and social welfare [3]. Land use that does not take these principles into account can lead to injustice and disputes within the community. Therefore, every land sale and purchase transaction must be based on the values of justice and responsibility in order to bring about public welfare and avoid conflict.

Disputes over land are not only about the size of the land, but also about the legality and ownership of the documents related to the land. For example, there are two proofs of ownership for a single piece of land, and each one causes problems and results in losses for one of the parties [4]. In 2015, 2,145 agrarian disputes were handled, of which only 947 could be resolved. In 2016, 1,570 out of 2,996 disputes were resolved, and 1,034 out of 3,293 disputes were resolved in 2017. As of August 2018, out of 2,368 land dispute cases, only 480 were successfully resolved. Throughout 2019, 3,230 land dispute cases were successfully resolved, and 1,201 cases remained unsolved [5].

In general, buying and selling objects that do not experience problems is different from what happened on Jalan Teratai 4, east of Sampit City, East Kotawaringin Regency, where the object of the land being traded is in dispute. Currently, it is found that there is an increasing motivation for buyers to purchase disputed land due to lower selling prices and various other reasons. When buying and selling occur at that location, there is only a receipt as proof of the transaction and one witness. Usually, when the transaction takes place, the seller will present a customary land certificate, which shows the area and width of the land. This letter serves as proof of the seller's ownership and convinces the buyer that he owns the land. Many land title transactions are usually only done with receipts as proof of payment. If there is a problem, the buyer will find it difficult to restore the name or land registration because no PPAT deed has been made, therefore there is no legal certainty about the transfer of land rights, and there will be many other losses [6]. The Islamic economic perspective also explains that every transaction is expected to run clearly and transparently without any elements of fraud and uncertainty [7].

Regarding how buyers see land purchases based on perception, the process begins with sensing, which is a process that is received by a person through their sensory organs [8]. Basically, perception is a cognitive process that everyone experiences when they understand information about their environment through sight, hearing, appreciation, feeling, and smell [9]. Motivation, according to Terry G, is the desire within a person that drives him to behave or do something [10]. Motivation is also a psychological process that is an interaction between a person's attitudes, needs, which encourage them to take certain actions [11]. Perception and motivation often influence land purchase decisions. Final judgment and purchase decisions are influenced by the relationship between perception and motivation. Perception determines how people see land, and motivation shows why people want the land.

Several relevant previous studies, including the study by Ahmad Setiawan et al. (2023), evaluated how land laws based on Land Certificates (SKT) are positioned in both the Indonesian positive law system and Dayak customary law. In addition, it also aims to determine the factors that cause disputes in the sale and purchase of land with SKT status [12]. Research by Jayadi et al. (2023) to improve understanding of land disputes based on legal doctrine and Indonesian legislation [13]. Research by Mohammad Dwi Febriyanto and Wahyu Prawesthi (2024) analyzes the factors that cause disputes over rice field ownership rights due to illegal sales and purchases and the legal consequences for the parties involved. It also aims to evaluate the dispute resolution methods that have been used in similar cases and determine efforts to prevent similar incidents from happening again [14]. Meanwhile, the research by Putro et al. (2020) informs the public that land buyers must behave properly in land transactions so that they have legal protection in the event of a dispute in the future, and to reduce the number of court cases related to land sale and purchase disputes [15]. The research by Rosdiyanti and Taufiq (2023) aims to resolve communal land disputes; to achieve this goal, this study will investigate the types of communal land disputes and provide solutions to these problems in Nagari Sungai Cubadak [16]. Overall, previous studies on disputed land sales generally emphasize positive law

aspects, both in terms of legal position and dispute resolution through litigation and non-litigation channels. Several studies also highlight the role of the National Land Agency in providing legal certainty. However, the available literature is still limited in examining this issue from an Islamic economic perspective, particularly one that highlights the perceptions and motivations of the community in conducting transactions on land whose legal status is not yet fully clear.

In addition, previous studies have mostly focused on large urban areas or general cases, so there has been no research specifically examining the phenomenon of disputed land sales, particularly in the area of Jalan Teratai 4, east of Sampit City, East Kotawaringin Regency, Central Kalimantan. In fact, field data shows that in the last five years, there have been several cases of land sales that do not have full legal certainty, which has led to potential disputes. This shows a gap in research, namely the absence of empirical studies linking the practice of disputed land sales in Sampit City with Islamic economic considerations.

The purpose of this study is to fill this gap, namely to contribute to both literature and practice, through an analysis of community perceptions and motivations in the sale and purchase of disputed land in Sampit City, Central Kalimantan, from an Islamic economic perspective. To gain a deeper understanding of the practice of buying and selling disputed land in Sampit City, East Kotawaringin Regency. Specifically, this study aims to identify various practices of disputed land sales in the region, analyze the perceptions and motivations of the community in conducting disputed land sales transactions, and examine the problems of disputed land sales from an Islamic economic perspective, particularly those related to the principles of justice, transparency, and benefit. It is hoped that the results of this study can contribute to the community in increasing legal awareness and serve as a reference in the formulation of policies that are in line with Islamic economic values.

2. Method

2.1. Participants or Subjects

This research uses a qualitative method with a descriptive approach through field research. The research subjects consisted of 5 to 8 informants who were selected purposively, with criteria including: having lived in the research location for a long time, having been involved in a disputed land sale and purchase transaction, and being willing to be interviewed in depth. The informants included land buyers, sellers, RT heads and local religious leaders.

2.2 Materials and Instruments

Data collection was conducted through observation, in-depth interviews, and documentation. The main research instrument was the researcher himself as a human instrument, supported by semi-structured interview guidelines, field notes, and documentation in the form of archives, sale and purchase receipts, and location photos. To ensure data validity, this research used source and technique triangulation. Data analysis was conducted using the Miles and Huberman model, which includes three stages: data reduction, data presentation, and conclusion drawing [17].

3. Results and Discussion

3.1. The Practice of Selling and Buying Disputed Land in Sampit City, East Kotawaringin Regency.

Based on the results of interviews with transaction actors, both sellers and buyers, it is known that the beginning of this practice stems from the existence of vacant lands whose ownership status does not yet have an official certificate from the National Land Agency (BPN). Most of these lands were only equipped with receipts as proof of payment. Based on the results of interviews conducted with several informants, such as local communities, sellers (A, H), RT heads (ME), and religious leaders (FS) in Sampit City, East Kotawaringin Regency, information was obtained that the practice of buying and selling disputed land is still quite rampant in the area. This is due to several factors, one

of which is the high community need for land for housing and investment, while on the other hand, there is limited land with clear legal status.

From the statements of informants (D) and (H), it is known that they first received information about the existence of the land from close friends or relatives. Their colleague offered the land at a price that was much cheaper than the market price because the land did not have an official certificate. Both interviewees bought the land because they were tempted by the low price, even though they knew that there had been several claims from other people claiming to be the owners of the land. However, because the claimants were also unable to show valid proof of ownership, the transaction still took place because of an agreement between the seller and buyer on the basis of mutual trust and an affordable price. Interviewee (D) stated that after several years of owning the land, he managed to make an SKTA as the basis for customary legality of the land and began to offer the land back to others. A similar practice was carried out by (H), who admitted that he had explained to prospective buyers from the outset about the uncertified status of the land and the potential for disputes. The types of disputes that occur in this location are generally land ownership disputes due to the lack of clarity over the legal rights to the land.

Buyers of land in this area generally obtain information about cheap land in this location from various sources. Buyers (S), (I) and (AM) admitted that they learned about the land for sale from neighbours and colleagues. Meanwhile, (DH) first saw information about the land sale through social media, namely Facebook, where the land was sold complete with the house. Meanwhile, (A) got the information directly from his wife's friend, who also acted as a land seller.

Information also provided by the Head of the local RT (ME) confirmed the existence of several cases of disputed land sales and purchases in his area. He explained that the community is actually aware of the risks involved in such transactions, but the low-price factor often tempts them. He also mentioned that some residents do not really consider the halal or haram aspects of the transaction, and focus more on economic benefits and social needs. In addition, according to religious leaders, people prioritize trust between individuals in this kind of transaction over legal procedures. Such practices often lead to new conflicts in the future, such as disputes over land rights, falsification of documents, and criminal cases.

Interviewee (FS), a religious figure in the neighbourhood, noted that the practice of buying and selling disputed land in this area has been occurring for a long time and is relatively common. (FS) said that the local community generally does not care much about the legal status of the land as long as the price offered is cheap and the location is strategic. (FS) also emphasized that sale and purchase contracts with unclear legal status are prone to legal problems in the future and can harm other parties. However, he also admitted that until now, there has been no special counselling related to muamalah or sharia buying and selling law in the neighbourhood.

Of all the sources of sellers and buyers, until the time this research was conducted, there had been no problems or complaints that arose directly from the buyers. Sellers such as (D) and (H) stated that although there had been one-sided claims at the location, there was never any strong evidence that could match the SKTA or receipts they had. Similarly, the buyers said that until now, their land ownership was safe, although they remained vigilant about potential lawsuits in the future.

It can be concluded that the flow of the practice of buying and selling disputed land in Sampit City, East Kotawaringin Regency, takes place through informal channels that begin with the dissemination of information about vacant land without official certificates, which is generally obtained through relatives, neighbours, colleagues, or social media. The land is offered at a price below market standards, which is the main attraction for people who need land for housing or investment. Although prospective buyers are aware of the potential for disputes from other parties' history of claims, transactions are still carried out on the basis of trust between individuals, price agreements, and guarantees in the form of simple payment receipts. To strengthen their ownership position, some buyers apply for a Surat Keterangan Tanah Adat (SKTA) as temporary legality. Some then resell the land while still communicating its status to the next potential buyer.

3.2. Perceptions and motivations for buying and selling disputed land

Based on the results of interviews with the interviewees, the majority of disputed land buyers in Sampit City have the perception that as long as both parties, namely the seller and the buyer, are both aware of the condition of the land status that has not been officially certified and are willing to carry out the transaction voluntarily, then the sale and purchase is considered valid and acceptable. (D), and (H), as sellers, stated that they always explain openly to prospective buyers about the condition of the land before the transaction is carried out. (D) said, "I never force prospective buyers, I just state the truth about the status of the land here".

Similar perceptions were also conveyed by the buyers, including (S), (DH), (A), and (IW). They claimed to have known from the start that the land they bought did not have a clear ownership status. (DH) said, "I did find out information from residents and community leaders from the beginning, so I knew that the status of the land here was unclear." Nevertheless, the buyers continued the transaction because they considered that as long as there was an agreement made voluntarily and without coercion, the sale and purchase were considered valid.

The community's perception of whether a disputed land sale or purchase transaction is valid according to Islamic law is also still very limited. The interview results show that most of the interviewees, both sellers and buyers, do not fully understand the provisions of Islamic law regarding sale and purchase contracts where the object of ownership is unclear. (D), (H), (S), (DH), (A), (IW), and (AM) stated that as long as the sale and purchase process is conducted voluntarily, without coercion, and the price and condition of the goods are agreed upon, the transaction is considered valid. (S), for example, argued, "I think as long as both parties agree and there is no coercion, the transaction is valid". This reflects that people's perceptions are more influenced by social values and customary norms that develop in the local environment than the rules of sharia law.

In terms of religious views, a local religious figure (FS) emphasised that the practice of buying and selling land without a clear ownership status in Islamic law falls into the category of *gharar*, which is a contract that contains elements of uncertainty, so it is not justified. (FS) stated, "What I know is that buying and selling land without clear ownership is included in the practice of *gharar* and is not justified according to sharia." This view also shows the difference between the perception of the general public and the view of Islamic law. The head of the local RT (ME) also admitted that most residents have not considered halal or haram aspects in land transactions, and focus more on low prices and strategic locations.

The main motivation for buyers to conduct disputed land transactions in Sampit City is driven by economic factors, namely the price of land that is much cheaper than the market price. In addition, the strategic location of the land in the urban area is an additional reason for people to keep buying despite knowing the potential for disputes. This was recognised by almost all buyer interviewees, such as (S), (A), (DH), (I) and (AM). (S) mentioned, "Yes, because the price offered is cheaper, far below the market". The decision to buy the land was based on consideration of the low price and the belief that one day the status of the land could be taken care of and resolved administratively. (DH) stated, "I think that in the future the status of this land can be quickly taken care of and resolved".

In addition to the price factor, the presence of additional facilities such as a house on the land is also a motivation for buyers, as expressed by Dedy Heriyadi and Arbain. Another important motivation is the social network and trust between individuals that have been established in the neighbourhood. The majority of buyers obtained information about the disputed land from relatives, workmates, neighbors or social media. This was expressed by A, "I got the information from my wife's friend, who is also a land seller here". Meanwhile, DH found out information through Facebook social media. This social relationship fosters trust, allowing people to conduct transactions even though the legal status of the land is not yet clear, based on mutual trust. This factor is the main reinforcement in the purchase decision.

Meanwhile, D and H stated that from the seller's side, I sold the land with the consideration that the area could develop and become more crowded and beneficial to many parties. I understand that the status of this land is still problematic, and I am not covering it up. Instead, with the activity and

interest of other parties, I hope that the issue of the status of this land can immediately receive attention and a faster and clearer resolution, both from the relevant parties and from people who care about the development of the area.

It can be concluded that the perception of the Sampit City community towards the practice of buying and selling disputed land tends to be permissive, as long as there is mutual agreement and there is no element of coercion. The community prioritizes the price factor and strategic location over the clarity of land legality. On the other hand, the community's understanding of Islamic law in buying and selling disputed land is still limited. Meanwhile, the main motivation of the buyers is the economic factor in the form of low prices and the potential for future profits if the land status can be taken care of. The trust factor between individuals through social networks also strengthens the buyers' reasons for continuing to carry out transactions despite being aware of the legal risks that could arise in the future.

3.3. Problematics of Disputed Land Sale and Purchase from an Islamic Economic Perspective

Based on the results of research on the practice of buying and selling disputed land in Sampit City, East Kotawaringin Regency, it can be concluded that this transaction activity is still rampant due to the high community need for land, while the availability of land with clear legal status is very limited. Transactions generally take place informally with evidence in the form of simple receipts and witnesses, without involving a Land Deed Official (PPAT) or recording at the National Land Agency (BPN). This situation leads to weak legal certainty and increased potential for disputes in the future.

The sale and purchase of disputed land in Sampit City reflects a complex issue involving administrative, social, and Islamic normative aspects. Transactions are often conducted without formal legality, based on trust and economic needs. In fact, in Islamic law, clarity of contract and ownership is an absolute requirement for a sale and purchase to be valid and fair. Therefore, this practice needs to be examined comprehensively so as not to cause harm in the future.

The issue of transfer of ownership is also a concern in Islamic economic literature, particularly with regard to state assets and Islamic financial instruments. In the practice of state sukuk, underlying assets such as land or buildings often do not undergo a legal transfer of ownership, but rather only a transfer of beneficial rights. This shows that in Islamic economic law, there is a distinction between legal ownership rights and beneficial rights [18]. This principle is relevant to understanding land sale disputes, as some people consider the transfer of beneficial rights to be sufficient, while others demand proof of legal ownership. It is this difference in perception that often leads to disputes in land transactions.

From an administrative point of view, the practice of buying and selling disputed land in Sampit City shows the lack of public awareness and compliance with proper land law procedures. Transactions are often conducted based on receipts or verbal acknowledgement, without verification of legality through official institutions such as village offices or the National Land Agency (BPN). People tend to avoid official administrative processes because they are considered complicated and expensive, so they choose the fast way through direct transactions without certificates, without witnesses, and without a sale and purchase certificate from the village government [19].

This administrative irregularity not only weakens legal protection for buyers but also increases the risk of future land rights disputes. The non-involvement of the Land Deed Official (PPAT) in the land sale and purchase process results in unclear and unrecorded ownership status in the national land system, rendering the transaction without binding legal force for the state [20]. In Indonesian land practice, any transfer of land rights should be recorded through an official deed and registered with the BPN to be valid and have formal legal evidence. When this process is ignored, the buyer is in a legally weak position in the event of a claim or dispute.

This administrative non-compliance provides an opening for fraudulent practices or multiple land ownership claims. Transactions without official certificates are vulnerable to document forgery, conflict between parties, and difficulties in proving their authenticity in court if a dispute arises [21].

Therefore, it is necessary to enforce regulations, socialize land laws, and empower village officials and PPATs so that all land transactions, especially in areas with high dispute potential such as Sampit City, are carried out in an orderly manner in accordance with applicable law. A land certificate is not just a formal document, but a guarantee of the protection of land rights for all parties.

The practice of buying and selling disputed land in Sampit City from a sociological aspect shows the tendency of the community to prioritize social values such as trust between individuals, low prices, and social relations over the provisions of sharia law and state law. Transactions are often carried out on the basis of verbal agreements without paying attention to the clarity of the legality of the land being traded. This condition occurs because social relations and economic needs are more dominant factors in community life. In the context of legal sociology, this kind of situation is influenced by clashes of cultural values and economic interests between individuals and community groups, which have the potential to trigger prolonged land ownership conflicts without a definite legal resolution [22].

In the view of Islamic economics, sale and purchase contracts made on objects that are unclear or contain uncertainty (*gharar*) are not justified. This principle is emphasised in Sharia economic law, which demands clarity on the legal status of the contract object and fairness in the transaction. However, as seen from the data in the field, most people in Sampit City do not understand the importance of this aspect. They tend to consider transactions valid as long as there is an agreement and there is no coercion, without considering whether the object of sale and purchase meets the legal requirements according to Sharia. This phenomenon indicates a weak understanding of the integration between ethics, social norms and law in Islamic economic transactions. In fact, "Islamic ethics, which emphasize integrity, justice, and social responsibility as core values, provide a moral foundation for actions in economic activities [23].

In addition, Islamic economic law has an important function in limiting speculative or manipulative practices, such as selling land without clear ownership. According to the sociology of law approach, this kind of behaviour arises because "people do not master buying and selling in accordance with Islamic law, where not only the pillars and conditions must be met, but the principles and principles must also be met [24]. Therefore, solving this problem is not enough with a formal legal approach, but there needs to be social education and strengthening of Islamic ethical values in the economic practices of the community, so that the transactions carried out really provide *maslahat* and avoid potential disputes in the future.

The practice of buying and selling disputed land that does not go through formal legal mechanisms reflects a violation of the basic principles of Sharia economic law. Normatively, Islamic law requires that every transaction be carried out with clarity of rights, the validity of the object of sale and purchase, and the fulfilment of the pillars and conditions of the contract. In the case of land disputes, it is concluded that land transactions that contain elements of *gharar* or uncertainty, such as unclear land boundaries, prices, and payment times, cause transactions to be invalid in sharia and have the potential to cause complex disputes [25].

This is reinforced by the fact that the practice of buying and selling land without certificates, although consensual, still carries a high legal risk because the proof of ownership is not legally strong. They emphasise that the requirements for a valid transaction in Islam are not only formal pillars such as *ijab qabul*, but also clear, authentic evidence of ownership so as not to harm either party [26]. Rasulullah SAW also forbade a number of trades because they contained *gharar* that made people eat other people's wealth unlawfully, and there was an element of deception that caused envy, conflict and hostility [27].

The normative perspective also emphasises that in Islamic law, the community's habit of buying and selling land under the hand is still considered valid as long as it meets the pillars and conditions of buying and selling, such as the existence of *ijab qabul*, halal objects, and agreed exchange rates. However, in terms of Indonesian positive law, this practice does not have permanent legal force because it is not carried out in the presence of a Land Deed Official (PPAT) and is not registered with the National Land Agency (BPN), so there is a risk in proving ownership rights at a later date [28].

According to Article 37, paragraph 1 of Government Regulation No. 24/1997 on Land Registration, every transfer of land rights, except auctions, must be proven by a deed made by a Land Deed Official (PPAT) authorised by law [29]. If a sale and purchase transaction violates the provisions of the law, it will be considered invalid [30].

The sale and purchase of disputed land in Sampit City reflects a clash between social practices, weak administrative systems, and inconsistency with the principles of Islamic law. Transactions are generally carried out without certificates and PPAT, relying only on receipts and informal witnesses, so they are not legally recorded and are prone to disputes. Socially, the community prioritizes trust and economic needs over legal compliance. Normatively, this practice contains elements of *gharar* due to the lack of clarity of the object and ownership status, which is contrary to the principle of justice in Islamic *muamalah*. These findings confirm that the problem of buying and selling disputed land is not only a matter of administration and positive law, but also reflects the low level of sharia literacy, which demands a comprehensive solution through regulation, education and community development.

Table 1. Conflicting Issues of Disputed Land Sale and Purchase Practices in Sampit City

Aspect	Factual Findings	Implication
Legality	Transaction without an official BPN certificate, only receipt & SKTA.	Weak legal protection & risk of disputes.
Social Society	Low price & trust prioritized over legality.	Potential for social conflict & document forgery.
Perception of Transaction	Voluntary agreement is considered valid even though the land is unclear.	Contrary to Sharia law & positive law.
Islamic Economic Law	Weak understanding of Sharia, <i>gharar</i> trading is considered normal.	The transaction is prone to harm & violates the principles of <i>muamalah</i> justice.
Economic Motivation	Low price, strategic location, and additional facilities are the main attractions.	Economic factors overlook legal & sharia aspects.
Role of RT heads & religious leaders figures/officials	RT heads & religious leaders acknowledge this practice, but there has been no socialization of land law & sharia.	Weak local law & order education, disputes continue to occur without a solution.

4. Conclusion

Due to the high demand for land in Sampit City and the limited amount of land with recognized legality, the practice of buying and selling disputed land occurs informally. Without the use of legal documents, transactions are usually conducted through informal channels based on information obtained from the social context. The parties proceed with the transaction based on receipts, trust and a fair price, despite the fact that the land is not yet certified and may still be in dispute. Due to economic incentives and the belief that the status of the land can be resolved administratively at a later date, this procedure shows that most actors prefer to proceed with the transaction even though they are aware of the legal dangers.

The sale and purchase of disputed land in Sampit City exhibits a permissive tendency; as long as there is a voluntary agreement between the buyer and seller, the transaction is considered valid, even though the legal validity of the land is unclear. Public understanding of Islamic law, especially the

prohibition of *gharar* transactions, is still low and has not become a major consideration in decision-making. Buyers are mostly driven by economic factors, such as low land prices and the hope of obtaining a legal settlement in the future, while sellers are driven by regional development. Social trust between individuals is the main supporting factor in buying and selling decisions, and its importance exceeds adherence to positive and Islamic law.

The sale of disputed land in Sampit City is a reflection of the conflict between economic needs, social norms, and Islamic economic principles. From an administrative perspective, the community's non-compliance with legal land procedures can increase legal risks. From an Islamic economic perspective, the practice is considered *gharar* (invalid sale and purchase) because the target rights of the transaction are unclear. Transactions conducted without official deeds and not registered with the BPN not only eliminate legal protection for buyers but also violate the principles of fairness and transparency in transactions. This issue highlights the importance of legal and Sharia education to the public, while also pointing to the need for stronger supervision and law enforcement to ensure that land sales are compliant with the rule of law, administratively valid, and beneficial to the community.

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