

Title: Almeda and Torrecampo vs. Daluro and Daluro, G.R. No. L-24040 (1967)

Facts:

- **May 4, 1956:** Defendants Juan R. Daluro and Marcelino G. Daluro sold a parcel of land measuring 31.3019 hectares to plaintiffs Mardonio Almeda and Maria Torrecampo through a pacto de retro sale.
- **August 2, 1957:** Defendants repurchased the property by paying the plaintiffs PHP 10,000. On the same day, the parties agreed on how to share the harvest of the standing palay crop, planted in June 1957. The agreement stipulated that both parties would equally divide the net harvest of the palay.
- **September 1957:** An initial harvest of 127.95 cavanese of palay occurred and was shared equally between the plaintiffs and defendants.
- **Post-September 1957:** A second harvest of 105 cavanese of palay occurred. Defendants appropriated this harvest entirely for themselves, refusing to share it with the plaintiffs.
- **December 27, 1957:** Plaintiffs filed a Complaint for Specific Performance with the Court of First Instance of Camarines Sur, seeking their share of the second harvest or its monetary equivalent.
- **Lower Court Decision (December 29, 1964):** The Court ordered defendants to deliver one-half of the 105 cavanese of palay or its equivalent value (P11.50 per cavan), summing up to PHP 603.75.
- **Appeal to Court of Appeals (February 1, 1965):** Defendants appealed the decision.
- **Certification to Supreme Court (Resolution of September 9, 1967):** The Court of Appeals certified the case to the Supreme Court as it solely involved questions of law.

Issues:

1. **Whether the plaintiffs' right to participate in the harvest after September 1957 was based on their planting of the palay in June 1957, thus entitling them to participate in the harvest whenever it occurred.**
2. **Whether defendants had an obligation to deliver to the plaintiffs their share of the harvest post-September 1957.**

****Court's Decision:****

1. ****Plaintiffs' Right to Participate in the Harvest Based on June 1957 Planting:****

- The Supreme Court agreed with the lower courts that plaintiffs were entitled to participate in the harvest made even after September 1957 because the palay was planted in June 1957 when the plaintiffs were still the owners.
- The agreement specified that the plaintiffs and defendants would share the palay harvested from the land, with "sometime in September 1957" mentioned as an estimate for the month of harvesting but not as a limitation to the plaintiffs' rights.

2. ****Defendants' Obligation to Deliver Share of Post-September 1957 Harvest:****

- The Court rejected defendants' application of Article 1617 of the Civil Code, which deals with the distribution of fruits existing at the time of redemption when no prior agreement is made.
- The Court held that since there was a specific Agreement dated August 2, 1957, that outlined the sharing of the palay harvest, this agreement governed the parties' obligations.

****Doctrine:****

- ****Contractual Agreements Supersede General Provisions:**** When parties have a specific agreement in place regarding the management and distribution of property or fruits thereof, such agreements are binding and will supersede general statutory provisions.
- ****Harvest Rights in Pacto de Retro Sales:**** In cases of pacto de retro sales, the vendee retains rights to the harvest if the crop was planted during their ownership and there is a clear contractual agreement to that effect.

****Class Notes:****

- ****Pacto de Retro Sale:**** A conditional sale where the seller reserves the right to repurchase the property within a certain period.
- ****Article 1617 of the Civil Code:**** It deals with the distribution of fruits at the time of repurchase in the absence of any agreement between the parties.
- ****Key Principle:**** Specific contractual terms regarding property obligations are legally binding and take precedence over general laws.

****Historical Background:****

- The case arose during a period in the Philippines when land ownership disputes were common, especially involving agricultural lands and harvest rights under various properties' agreements. The court's decision reiterates the importance of adhering to contractual agreements and establishes clear guidelines for future similar disputes involving pacto de retro sales.