

**\*\*Title:\*\*** Hidalgo vs. Hidalgo (144 Phil. 312)

**\*\*Facts:\*\***

1. Respondent-vendor, Policarpio Hidalgo, was the owner of two agricultural parcels of land in Batangas.
2. On September 27, 1963, and March 2, 1964, Policarpio executed deeds of sale for these lands in favor of several respondents.
3. Petitioners, who were share tenants working on the lands, sought to redeem the parcels under Section 12 of Republic Act No. 3844 (Agricultural Land Reform Code).
4. The deed of sale for the first parcel (22,876 square meters) was executed for P4,000.00. Petitioners Igmidio Hidalgo and Martina Rosales claimed the land was worth P1,500.00.
5. The deed of sale for the second parcel (7,638 square meters) was executed for P750.00. Petitioners Hilario Aguila and Adela Hidalgo sought to redeem it for the same price.
6. The actions for redemption were timely filed, within the two-year prescriptive period from the registration of the sale as prescribed by Section 12 of the Code.
7. The Agrarian Court dismissed the petitions on the ground that the right of redemption provided by Section 12 of the Code was applicable to leasehold tenants but not to share tenants.

**\*\*Issues:\*\***

1. Whether the right of redemption under Section 12 of the Agricultural Land Reform Code applies to share tenants.
2. Whether the absence of a 90-day notice of intention to sell (as per Section 11 of the Code) impacts the tenants' right to redeem.
3. The determination and reasonable price to be paid for the redemption of the land.

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

1. **\*\*Right of Redemption for Share Tenants:\*\***
  - The Supreme Court reversed the Agrarian Court's decision, holding that the right of redemption under Section 12 of the Agricultural Land Reform Code applies to share tenants.
  - The Court emphasized that the Code abolished share tenancy, replacing it with the agricultural leasehold system, which means that share tenants should be considered as agricultural lessees for the purpose of redemption rights.
  - The aim of the Code is to elevate share tenants to the status of lessees and to establish owner-cultivatorship in Philippine agriculture.

2. **Notice Requirement:**

- The Court noted that no 90-day notice of intention to sell was given to the tenants as required by Section 11 of the Code.
- Despite this procedural lapse, the Court held that tenants still maintained their right of redemption as it is a substantive right aimed to protect small farmers.

3. **Reasonable Price for Redemption:**

- In Case L-25326, the deed covered three parcels of land sold for P4,000.00, and the share tenants claimed only one parcel worth P1,500.00.
- The Supreme Court remanded the case to the Agrarian Court to determine a reasonable price for the redemption of the specific parcel.
- In Case L-25327, the petitioners were allowed to redeem the land for the stated price of P750.00 as there was no question regarding the price.

**Doctrine:**

- The right of redemption provided by the Agricultural Land Reform Code applies to share tenants who are being transitioned to agricultural lessees by the Code.
- The spirit and objective of laws must prevail over literal interpretation, especially when it comes to protecting the rights of tenants under agrarian reform laws.
- Procedural lapses such as the absence of notice do not negate the substantive rights of the tenants.

**Class Notes:**

1. **Elements of Right of Redemption (Agricultural Land Reform Code):**

- The tenant must be working on the land as either a share tenant or an agricultural lessee.
- The tenant must file for redemption within the two-year prescriptive period from the registration of the sale.
- The tenant must offer to buy the land at a reasonable price and consideration.

2. **Pertinent Statutes and Provisions:**

- Republic Act No. 3844 Section 4: Abolition of Agricultural Share Tenancy.
- Republic Act No. 3844 Section 11 and 12: Lessee's Right of Pre-emption and Redemption.
- Republic Act No. 3844 Section 13: Requirement of an Affidavit confirming notice of sale.

3. **Key Principles for Memorization:**

- "A share tenant transitioning under the Code to a lessee retains the right of redemption."

- “The intent and spirit of the law override its literal wording especially in agrarian contexts.”
- “Procedural defects like lack of notice do not undermine substantive rights under agrarian reforms.”

**\*\*Historical Background:\*\***

The Agricultural Land Reform Code was enacted in response to societal pressure to address the inequities and exploitative practices in agricultural tenancy. It aimed to abolish share tenancy, promote owner-cultivatorship, and elevate share tenants to leasehold tenants with clear legal protections. This case reflects the judiciary’s role in ensuring legislative intent is carried out, protecting tenants’ newfound rights under the Code.