

SOFRONIO C. QUIMSON, ET AL., PETITIONERS, VS. THE HON. PASTOR L. DE GUZMAN, PRESIDING JUDGE OF THE COURT OF AGRARIAN RELATIONS, FIRST REGIONAL DISTRICT, LINGAYEN, PANGASINAN AND...*G. R. No. L-18240. January 31, 1963*

Ponente: REYES, J.B.L., J.

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Respondent Isidro Tugade is a tenant of the petitioners over a parcel of riceland with an area of 26,640 square meters, more or less, located at Amangbangan, Alaminos, Pangasinan. In October of 1959, a complaint was instituted against Tugade in the agrarian court by the land-lords-petitioners (appellants) seeking payment of alleged unpaid rentals, payment of costs of cultivation in petitioner's use of farm machinery, accounting of income derived from secondary crops, for an order directing respondent to follow proven farm practices pending termination of the case, and for imposition of penalties under Section 57 of Republic Act No. 1199. The complaint likewise prayed for the ejectment of the respondent from the landholding on the following grounds:

- (1) failure to pay completely the agreed rentals of 13 piculs of palay at 115 kilograms per picul, or a total of 1,495 kilograms of palay, per agricultural year;
- (2) voluntary surrender;
- (3) petitioners' intention to farm the land by themselves or by machinery;
- (4) respondents' acceptance of a landholding belonging to another without the knowledge and consent of petitioners; and
- (5) failure to adopt the "Masagana" system of cultivation.

After trial, the agrarian court dismissed the case, together with the counterclaim; whereupon, the petitioners interposed the instant petition for review.

The agrarian court found that the land is second class, and that the respondent worked the land under the lease-hold tenancy system. Since he was constituted as tenant—lessee in 1953-54, he had never paid in full the agreed rentals of 1,495 kilos and palay a year, notwithstanding demands made upon him. Nevertheless, the claim for unpaid rentals was denied and the existence of deficiency rejected as a ground for ejectment by the trial court, for the reason stated in its decision that "the court cannot fix up the right rentals to be paid, as there is no concrete basis for it to fix the same." The court below concluded that the respondent had substantially complied with his obligations, citing Article 1235 of the new Civil Code, and further added: "Anyway, the petitioners have been already accustomed (to) receiving less rental every year during the duration of their relationship."

We agree with petitioners that acceptance under protest of the short payments of rental does not justify the application of the substantial performance rule of the Civil Code. But the decision was correct because not only was there no evidence of the exact rental agreed upon but the amounts claimed by appellants are in excess of the maximum allowed by law.

The pertinent provisions of the tenancy laws provide:

SEC. 46. Consideration for the Use of Land.— (a) The consideration for the use of ricelands, shall not be more than thirty per centum of the gross produce for first class lands and not more than twenty-five per centum for second class lands. Classification of ricelands shall be determined by productivity: first class lands being those which yield more than forty cavanos per hectare and second class lands being those "which yield forty cavanos or less, the same to be computed upon the normal average harvest of the three preceding years." (Republic Act No. 1199)[1]

There is no question that the land has an area of 26,640 square meters, more or less, and that it is second class land. The finding that the land is second class presupposes that the normal average harvest of the three preceding years is not over 40 cavanos per hectare, the productivity of the land being, under the law, the only criterion for classification. The maximum rental of the land is, therefore, 26.64 cavanos (arrived at by multiplying the area of 2,664 hectares by 40 cavanos to find out the maximum gross produce, which is 106.56 cavanos, and then by multiplying this result by the legal limit of 25%). If it should be true, as the landlords contend, that the agreed rental is 1,495 kilograms of palay, dividing said quantity by the official weight of a cavan of palay (See Section 20, RA No. 1199), fixed at 44 kilograms by C.A. 617 and ACCFA Circular 6-A of January 1957, results in a rental of almost 34 cavanos, which exceeds the maximum allowed under Republic Act No. 1199, even with respect to the harvest covered before its amendment; hence, the rental claimed cannot be enforced.

For the same reasons respondent's failure to pay in full the agreed rentals may not be a ground for the removal.

As to the alleged voluntary surrender, it is shown that sometime in April 17, 1957 petitioners tracted the land, and although respondent Tugade saw it, he did not protest. Petitioners alleged that they did so because said respondent already surrendered the landholding to them; respondent countered by denying having surrendered the land and by explaining that he did not object to the tractoring because the land belongs to the petitioners. The respondent court, in its decision, passed upon sub silentio the factual issue as to whether or not there was actually a surrender of the landholding, but in its answer to the present petition, it reasoned out that granting there was voluntary surrender, the tenancy relationship between the parties was re-established when the petitioners allowed the respondent tenant to work again the land in, that year and up to the time they commenced the present suit on November 12, 1959. To this reasoning we agree.

Under date of May 13, 1957, the petitioners notified the respondent tenant of their intention to cultivate the landholding themselves. Said notice is not a sufficient ground to dispossess the respondent of the landholding; the law fixes certain requisites which were not complied with in the case before us. Petitioners showed no certifications from the agricultural tenancy commission and the national resettlement and rehabilitation administration (or from the Secretary of Agriculture and Natural Resources, as required by Republic Act No. 1199).

On the issue that the tenant engaged in cultivation of another parcel of land owned by Mrs. Paulina Castro, it is enough to state that appellants do not point out evidence indicating whether or not this second holding was acquired by the tenant after Act 1199 came into effect on August 30, 1954. This deficiency in proof is fatal, for the punitive or disabling provisions of Act 1199 can not be given retroactive effect, and doubts must be resolved in favor of the tenant. In addition, as the Court *quo found*, there is no satisfactory evidence that in cultivating the other parcel appellee-tenant neglected that of appellants'. While he did not apply the "Masagana" system, his failure to do so acquires no significance in the absence of showing that the land was suited to that method of cultivation.

Finally, the landholder also claims for the first time in this appeal the constitutionality of the provisions of

Republic Act No. 1199 on security of tenure. The question not having been properly raised in the pleadings filed in the court below, it was not within the issues for trial, and need not be considered by us (*Macondray & Company vs. Benito*, 62 Phil., 140).

The decision under review is hereby affirmed. Costs against petitioners-appellants.

Bengzon, C. J., Padilla, Bautista Angelo, Labrador , Concepcion , Barrera, Paredes, Dizon, Regala and Makalintal, JJ., concur.

[1] It is well to note that since 1959, this section was amended by Republic Act No. 2263, reducing the lessor's percentage and altering the basis of computation:

"SEC. 46. Consideration for the Use of Land.— (a) The fixed consideration for the use of ricelands shall not be more than the equivalent of twenty-five per centum in case of first class land and twenty per centum in case of second class land of the average gross produce, after deducting the same amount of palay used as seed and the cost of harvesting and threshing of the past three normal harvests. In case of disagreement the court shall determine the reasonable increase in rental. Classification of ricelands shall be determined by productivity; first class lands being those which yield more than forty cavans per hectare and second class lands being those which yield forty cavans or less, the same to be computed upon the normal average harvest of the three preceding years."

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