

**IGMIDIO HIDALGO AND MARTINA ROSALES, PETITIONERS, VS.
POLICARPIO HIDALGO, SERGLO DIMAANO, MARIA ARDE,
SATURNINO HIDALGO, BERNARDINA MARQUEZ, VICENTE
DIMAANO, ARCADIA DIMAANO, TE...**

G.R. No. L-25326. May 29, 1970

Ponente: TEEHANKEE, J.

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TEEHANKEE, J.:

Two petitions for review of decisions of the Court of Agrarian Relations dismissing petitioners' actions as share tenants for the enforcement of the right to redeem agricultural lands, under the provisions of section 12 of the Agricultural Land Reform Code. As the same issue of law is involved and the original landowner and vendees in both cases are the same, the two cases are herein jointly decided.

Respondent-vendor Policarpio Hidalgo was until the time of the execution of the deeds of sale on September 27, 1963 and March 2, 1964 in favor of his seven above-named private co-respondents, the owner of the 22,876-square meter and 7,638-square meter agricultural parcels of land situated in Lumil, San Jose, Batangas, described in the decisions under review.

In Case L-25326, respondent-vendor sold the 22,876-square meter parcel of land, together with two other parcels of land for P4,000.00. Petitioners-spouses Igmidio Hidalgo and Martina Rosales, as tenants thereof, alleging that the parcel worked by them as tenants is fairly worth P1,500.00, "taking into account the respective areas, productivities, accessibilities, and assessed values of the three lots, seek by way of redemption the execution of a deed of sale for the same amount of P1,500.00 by respondents-vendees[1] in their favor.

In Case L-25327, respondent-vendor sold the 7,638-square meter parcel of land for P750.00, and petitioners-spouses Hilario Aguila and Adela Hidalgo as tenants thereof, seek by way of redemption the execution of a deed of sale for the same price of P750.00 by respondents-vendees in their favor.

As stated in the decisions under review, since the parties stipulated on the facts in both cases, petitioners-tenants have for several years been working on the lands as share tenants. No 90-day notice of intention to sell the lands for the exercise of the right of pre-emption prescribed by section 11 of the Agricultural Land Reform Code (Republic Act No. 3844, enacted on August 8, 1963) was given by respondent-vendor to petitioners-tenants. Subsequently, the deeds of sale executed by respondent-vendor were registered by respondents register of deeds and provincial assessor of Batangas in the records of their respective offices notwithstanding the non-execution by respondent-vendor of the affidavit required by section 13 of the Land Reform Code.[2] The actions for redemption were timely filed on March 26, 1965 by petitioners-tenants within the two-year prescriptive period from registration of the sale, prescribed by section 12 of the said Code.

The agrarian court rendered on July 19, 1965 two identical decisions dismissing the petitions for redemption.

It correctly focused on the sole issue of law as follows: "(T)he only issue in this case is whether or not plaintiffs,

as share tenants, are entitled to redeem the parcel of land they are working from the purchasers thereof, where no notice was previously given to them by the vendor, who was their landholder, of the latter's intention to sell the property and where the vendor did not execute the affidavit required by Sec. 13 of Republic Act No. 3844 before the registration of the deed of sale. In other words, is the right of redemption granted by Sec. 12 of Republic Act No. 3844 applicable to share tenants?"

But proceeding from several erroneous assumptions and premises, it arrived at its erroneous conclusion that the right of redemption granted by section 12 of the Land Reform Code is available to leasehold tenants only but not to share tenants, and thus dismissed the petitions: "(S)ec. 12 of Rep-ublic Act No. 3844, which comes under Chapter I of said Act under the heading 'Agricultural Leasehold System', reads as follows:

"Sec. 12. Lessee's Right of Redemption. -- In case the landholding is sold to a third person without the knowledge of the agricultural lessee, the latter shall have the right to redeem the same at a reasonable price and consideration: Provided: further, That where there are two or more agri-cultural lessees, each shall be entitled to said right of redemption only to the extent of the area actually cultivated by him. The right of redemp-tion under this Section may be exercised within two years from the registration of the sale, and shall have priority over any other right of legal redemp-tion.'

"The systems of agricultural tenancy recognized in this jurisdiction are share tenancy and leasehold tenancy. (Sec. 4, Republic Act No. 1199; Sec. 4, Republic Act No. 3844). A share tenant is altogether different from a leasehold tenant and their respective rights and obligations are not co-extensive or co--equal. (See Secs. 22 to 41, inclusive, and Secs. 42 to 48, inclusive, of Republic Act No. 1199; see also Secs. 4 to 38, inclusive; of Republic Act. No. 3844).

"It is our considered view that the right of redemption granted by Section 12 of Republic Act No. 3844 is applicable to leasehold tenants only, but not to share tenants, because said provision of law clearly, definitely, and unequivocally grants said right to the 'agricultural lessee', and to nobody else. In enacting the Agricultural Land Reform Code, Congress was fully aware of the existence of share tenancy and in fact provided for the abolition of the agricultural share tenancy system. (Sec. 4, Republic Act No. 3844). If it were the intention of Congress to grant the right of redemption to share tenants, it would have unmistakably and unequivocally done so. We cannot extend said right to share tenants through judicial legislation, wherever our sympathies may lie."

The agrarian court fell into several erroneous assump-tions and premises in holding that agricultural share tenancy remains recognized in this jurisdiction; that "a share tenant is altogether different from a leasehold tenant and their respective rights and obligations are not co-extensive or co-equal"; and that the right of redemption granted by sec-tion 12 of the Land Reform Code "is applicable to leasehold tenants only, but not to share tenants, because said provision of law clearly, definitely, and unequivocally grants said right to the 'agricultural lessee' and to nobody else."

1. The very essence of the Agricultural Land Reform Code is the abolition of agricultural share tenancy as proclaimed in its title. Section 4 of the Code expressly outlaws agricultural share tenancy as "contrary to public policy" and decrees its abolition.[3] Section 2 of the Code expressly declares it to be the policy of the State, inter alia "to establish owner cultivatorship and the economic family-size farm as the basis of Philippine agriculture and, as a consequence, divert landlord capital in agriculture to industrial development; to achieve a dignified existence for the small farmers free from pernicious institutional restraints and practices; x x x and to make the small farmers more independent, self-reliant and responsible citizens, and a source of strength in our democratic society." [4] It was error, therefore, for the agrarian court to state the premise after the Land Reform Code had already been enacted, that "the systems of agricultural tenancy recognized in this jurisdiction are share tenancy and leasehold tenancy." A more accurate statement of the premise is that based on the transitory provision in the

first proviso of section 4 of the Code, i. e. that existing share tenancy contracts are allowed to continue temporarily in force and effect, notwithstanding their express abolition, until whichever of the following events occurs earlier: (a) the end of the agricultural year when the National Land Reform Council makes the proclamation declaring the region or locality a land reform area; or (b) the shorter period provided in the share tenancy contracts expires; or (c) the share tenant sooner exercises his option to elect the leasehold system.

In anticipation of the expiration of share tenancy contracts -- whether by contractual stipulation or the tenant's exercise of his option to elect the leasehold system instead or by virtue of their nullity -- occurring before the proclamation of the locality as a land reform area, the same section 4 has further declared in the third proviso thereof that in such event, the tenant shall continue in possession of the land for cultivation and "there shall be presumed to exist a leasehold relationship under the provisions of this Code."

2. The foregoing exposes the error of the agrarian court's corollary premise that "a share tenant is altogether different from a leasehold tenant." The agrarian court's dictum that "their respective rights and obligations are not co-extensive or co-equal" refer to their contractual relations with the landowner, with respect to the contributions given, management, division or payment of the produce.[5]

But the Land Reform Code forges by operation of law, between the landowner and the farmer -- be he a leasehold tenant or temporarily a share tenant -- a *vinculum juris* with certain vital juridical consequences, such as security of tenure of the tenant and the tenant's right to continue in possession of the land he works despite the expiration of the contract or the sale or transfer of the land to third persons, and now, more basically, the farmer's pre-emptive right to buy the land he cultivates under section 11 of the Code[6] as well as the right to redeem the land, if sold to a third person without his knowledge, under section 12 of the Code.

This is an essential and indispensable mandate of the Code to implement the State's policy of establishing owner-cultivatorship and to achieve a dignified and self-reliant existence for the small farmers that would make them a pillar of strength of our Republic. Aside from expropriation by the Land Authority of private agricultural land for resale in economic family-size farm units "to bona fide tenants, occupants and qualified farmers,"[7] the purchase by farmers of the lands cultivated by them, when the owner decides to sell the same -- through the rights of pre-emption and redemption -- are the only means prescribed by the Code to achieve the declared policy of the State.

3. The agrarian court therefore facetiously let itself fall into the error of concluding that the right of redemption (as well as necessarily the right of preemption) imposed by the Code is available to leasehold tenants only and excludes share tenants for the literal reason that the Code grants said rights only to the "agricultural lessee and to nobody else." For one, it immediately comes to mind that the Code did not mention tenants, whether leasehold or share tenants, because it outlaws share tenancy and envisions the agricultural leasehold system as its replacement. Thus, Chapter I of the Code, comprising sections 4 to 38, extensively deals with the establishment of 'agricultural leasehold relations,' defines the parties thereto and the rights and obligations of the "agricultural lessor" and of the "agricultural lessee" (without the slightest mention of leasehold tenants) and the statutory consideration or rental for the leasehold to be paid by the lessee. There is a studied omission in the Code of the use of the term tenant in deference to the "abolition of tenancy" as proclaimed in the very title of the Code, and the elevation of the tenant's status to that of lessee.

Then, the terms "agricultural lessor" and "agricultural lessee" are consistently used throughout the Chapter and carried over to the particular sections (11 and 22) on pre-emption and redemption. The agrarian court's literal construction would wreak havoc on and defeat the proclaimed and announced legislative intent and policy of the State of establishing owner-cultivatorship for the farmers, who invariably were all share tenants; before the

enactment of the Code and whom the Code would now uplift to the status, of lessees.

A graphic instance of this fallacy would be found in section 11 providing that "In case the agricultural lessor decides to sell the landholding the agricultural lessee shall have the preferential right to buy the same under reasonable terms and conditions." It will be seen that the term "agricultural lessor" is here used interchangeably with the term "landowner"; which conflicts with the Code's definition of "agricultural lessor" to mean "a person, natural or juridical, who, either as owner, civil law lessee, usufructuary, or legal possessor, lets or grants to another the cultivation and use of his land for a price certain." [8] Obviously, the Code imprecisely referred to the "agricultural lessor (who) decides to sell the landholding," when it could have more precisely referred to the "landowner", who alone as such, rather than a civil law lessee, usufructuary or legal possessor, could sell the landholding, but it certainly cannot be logically contended that the imprecision should defeat the clear spirit and intent of the provision.

4. We have, here, then a case of where the true intent of the law is clear that calls for the application of the cardinal rule of statutory construction that such intent or spirit must prevail over the letter thereof, for whatever is within the spirit of a statute is within the statute, since adherence to the letter would result in absurdity, injustice and contradictions and would defeat the plain and vital purpose of the statute.

Section 11 of the Code providing for the "agricultural lessee's" preferential right to buy the land he cultivates provides expressly that "the entire landholding offered for sale must be pre-empted by the Land Authority if the landowner so desires, unless the majority of the lessees object to such acquisition", presumably for being beyond their capabilities. Taken together with the provisions of Chapter III of the Code on the organization and functions of the Land Authority and Chapter VII on the Land Project Administration and the creation and functions of the National Land Reform Council, (in which chapters the legislature obviously was not laboring under the inhibition of referring to the term tenants as it was in Chapter I establishing the agricultural leasehold system and decreeing the abolition of share tenancy), [9] the Code's intent, policy and objective to give both agricultural lessees and farmers who transitionally continue to be share tenants notwithstanding the Code's enactment, the same priority and preferential rights over the lands under their cultivation, in the event of acquisition of the lands, by expropriation or voluntary sale, for distribution or resale that may be initiated by the Land Authority or the National Land Reform Council, are clearly and expressly stated.

Thus Chapter III, section 51 of the Code decrees it the responsibility of the Land Authority "(1) To initiate and prosecute expropriation proceedings for the acquisition of private agricultural lands as defined in Section one hundred sixty-six of Chapter XI of this Code for the purpose of subdivision into economic family-size farm units and resale of said farm units to bona fide tenants, occupants and qualified farmers x x x" and "(2) To help bona fide farmers without lands or agricultural owner-cultivators of uneconomic-size farms to acquire and own economic family size farm units x x x."

Similarly, Chapter VII, section 128 of the Code, in enjoining the National Land Reform Council to formulate the necessary rules and regulations to implement the Code's provisions for selection of agricultural land to be acquired and distributed and of the beneficiaries of the family farms, ordains the giving of the same priority "to the actual occupants personally cultivating the land either as agricultural lessees or otherwise with respect to the area under their cultivation."

5. It would certainly result in absurdity, contradictions and injustice if a share tenant would be denied the rights of pre-emption and redemption which he seeks to exercise on his own resources, notwithstanding that the National Land Reform Council has not yet proclaimed that all the government machineries and agencies in the region or locality envisioned in the Code are operating -- which machineries and agencies, particularly, the Land Bank

were precisely created "to finance the acquisition by the Government of landed estates for division and resale to small landholders, as well as the purchase of the landholding by the agricultural lessee from the landowner." [10] The non-operation in the interval of the Land Bank and the government machineries and agencies in the region which are envisioned in the Code to assist the share tenant in shedding off the yoke of tenancy and afford him the financial assistance to exercise his option of electing the leasehold system and his preferential right of purchasing the land cultivated by him could not possibly have been intended by Congress to prevent the exercise of any of these vital rights by a share tenant who is able to do so, e. g. to purchase the land, on his own and without government assistance. It would be absurd and unjust that while the government is unable to render such assistance, the share tenant would be deemed deprived of the very rights granted him by the Code which he is in a position to exercise even without government assistance.

6. Herein lies the distinction between the present case and *Basbas vs. Entena* [11] where the Court upheld the agra-rian court's dismissal of the therein tenant's action to redeem the landholding sold to a third party by virtue of the tenant's failure to tender payment or consign the purchase price of the property. There, the tenant-redemptioner was shown by the evidence have no funds and had merely applied for them to the Land Authority which was not yet operating in the locality and hence, the Court held that no part of the Code "indicates or even hints that the 2-year redemption period will not commence to run (indefinitely) until the tenant obtains financing from the Land Bank, or stops the tenant from securing redemption funds from some other source." [12] In the present case, the petitioners-tenants' possession of funds and compliance with the requirements of redemption are not questioned, the case having been submitted and decided on the sole legal issue of the right of redemption being available to them as share tenants. The clear and logical implication of *Basbas* is where the tenant has his own resources or secures redemption funds from sources other than the Land Bank or government agencies under the Code, the fact that the locality has not been proclaimed a land reform area and that such government machineries and agencies are not operating therein is of no relevance and cannot prejudice the tenant's rights under the Code to redeem the land-holding.

7. Even from the landowner's practical and equitable viewpoint, the landowner is not prejudiced in the least by recognizing the share tenant's right of redemption. The landowner, having decided to sell his land, has gotten his price therefor from his vendees. (The same holds true in case of the tenant's exercise of the pre-emptive right by the tenant who is called upon to pay the landowner the price, if reasonable, within ninety days from the landowner's written notice.) As for the vendees, neither are they prejudiced for they will get back from the tenant-redemptioner the price that they paid the vendor, if reasonable, since the Code grants the agricultural lessee or tenant the top priority of redemption of the landholding cultivated by him and expressly decrees that the same "shall have priority over any other right of legal redemption." In the absence of any provision in the Code as to manner of and amounts payable on redemption, the pertinent provisions of the Civil Code apply in a suppletory character. [13] Hence, the vendees would be entitled to receive from the redemptioners the amount of their purchase besides "(1) the expenses of the contract, and any other legitimate payments made by reason of the sale; (and) (2) the necessary and useful expenses made on the thing sold." [14]

8. The historical background for the enactment of the Code's provisions on pre-emption and redemption further strengthens the Court's opinion. It is noted by Dean Montemayor [15] that "(T)his is a new right which has not been granted to tenants under the Agricultural Tenancy Act. It further bolsters the security of tenure of the agricultural lessee and further encourages agricultural lessees to become owner-cultivators.

"In the past, a landlord often ostensibly sold his land being cultivated by his tenant to another tenant, who in turn filed a petition for ejectment against the first tenant on the ground of personal cultivation. While many of such sales were simulated, there was a formal transfer of title in every case, and the first tenant was invariably ordered

ejected."

There is indication in this case of the same pattern of sale by the landowner to another tenant,[16] in order to effect the ejectment of petitioners-tenants. This is further bolstered by the fact that the sales were executed by respondent-vendor on September 27, 1963 and March 2, 1964 shortly after the enactment on August 8, 1963 of the Land Reform Code -- which furnishes still another reason for upholding petitioners-tenants' right of redemption, for certainly a landowner cannot be permitted to defeat the Code's clear intent by precipitately disposing of his lands, even before the tenant has been given the time to exercise his newly granted option to elect the new agricultural lease-hold system established by the Code as a replacement for the share tenancy outlawed by it.

9. Clearly then, the Code intended, as above discussed, to afford the farmers, who transitionally continued to be share tenants after its enactment but who inexorably would be agricultural lessees by virtue of the Code's proclaimed abolition of tenancy, the same priority and preferential right as those other share tenants, who upon the enactment of the Code or soon thereafter were earlier converted by fortuitous circumstance into agricultural lessees, to acquire the lands under their cultivation in the event of their voluntary sale by the owner or of their acquisition, by expropriation or otherwise, by the Land Authority. It then becomes the court's duty to enforce the intent and will of the Code, for "x x (I)n fact, 'the spirit or intention of a statute prevails over the letter thereof.' (Tañada vs. Cuenco, G.R. No. L-10520, Feb, 23, 1957, citing 82 C.J.S., p. 526). A statute 'should be construed according to its spirit or intention, disregarding as far as necessary, the letter of the law.' (Lopez & Sons, Inc. vs. Court of Tax Appeals, 100 Phil. 855). By this, we do not correct the act of the Legislature, but rather x x x carry out and give due course to 'its intent.' (Lopez & Sons, Inc. vs. Court of Tax Appeals, 100 Phil. 850)."[17] The Court has consistently held in line with authoritative principles of statutory construction that it will reject a narrow and literal interpretation, such as that given by the agrarian court, that would defeat and frustrate rather than foster and give life to the law's declared policy and intent.[18] Finally, under the established jurisprudence of the Court, in the interpretation of tenancy and labor legislation, it will be guided by more than just an inquiry into the letter of the law as against its spirit and will ultimately resolve grave doubts in favor of the tenant and worker.[19]

The agrarian court's dismissal of the cases at bar should therefore be reversed and petitioners-tenants' right to redeem the landholdings recognized under section 12 of the Code.

In Case L-25326, however, the deed of sale executed by respondent-vendor in favor of respondents-vendees for the price of P4,000.00 covers three parcels of land, while what is sought to be redeemed is only the first parcel of land, of 22,876 square meters, described in the deed. Petitioners-tenants' allegation that the proportionate worth of said parcel, "taking into account the respective areas, productivities, accessibilities and assessed values of the three lots "is P1,500.00, was traversed by respondents in their answer, with the claim that "the said land is fairly worth P20,000.00.[20] While the vendor would be bound by, and cannot claim more than, the price stated in the deed, and the Code precisely provides that the farmer shall have "the preferential right to buy the (landholding) under reasonable terms and conditions" or "redeem the same at a reasonable price and consideration"[21] with a view to affording the farmer the right to seek judicial assistance and relief to fix such reasonable price and terms when the landowner places in the notice to sell or deed an excessive or exorbitant amount in collusion with the vendee, we note that in this case the deed of sale itself acknowledged that the selling price of P4,000.00 therein stated was not the fair price since an additional consideration therein stated was that the vendees would support the vendor during his lifetime and take care of him, should he fall ill, and even assumed the expenses of his burial upon his death:

"Ang halagang P4,000.00 ay hindi kaulat sa tunay na halagan ng mga lupa subalit ang mga bumili ay may

katungkulan na sostentohin ako habang ako'y nabubuhay, ipaanyo at ipagamot ako kung ako ay may sakit saka ipalibing ako kung ako ay mamatay sa kanilang gastos at ito ay isa sa alang alang o consideracion bilingang ito."

Under these circumstances, since the agrarian court did not rule upon the conflicting claims of the parties as to what was the proportionate worth of the parcel of land in the stated price of P4,0 000.00 -- whether P1,500.00 as claimed by petitioners or a little bit more, considering the proportionate values of the two other parcels, but the whole total is not to exceed the stated price of P4,000.00, since the vendor is bound thereby -- and likewise, what was the additional proportionate worth of the expenses assumed by the vendees, assuming that petitioners are not willing to assume the same obligation, the case should be remanded to the agrarian court solely for the purpose of determining the reasonable price and consideration to be paid by petitioners for redeeming the landholding, in accordance with these observations.

In Case L-25327, there is no question as to the price of P750.00 paid by the vendees and no additional consideration or expenses, unlike in Case L-25326, *supra*, assumed by the vendees. Hence, petitioners therein are entitled to redeem the landholding for the same stated price.

ACCORDINGLY, the decisions appealed from are hereby reversed, and the petitions to redeem the subject landholdings are granted.

In Case L-25326, however, the case is remanded to the agrarian court solely for determining the reasonable price to be paid by petitioners therein to respondents-vendees for redemption of the landholding in accordance with the observations hereinabove made.

No pronouncement as to costs.

Concepcion, C.J., Reyes, Dizon, Makalintal, Zaldivar, Fernando, Barredo, and Villamor, JJ., concur.
Castro, J., on leave.

[1] Per answer of respondents and the parties' stipulation of facts; respondents-vendees Saturnino Hidalgo and Bernardina Marquez, together with petitioners-spouses Igmidio Hidalgo and Martina Rosales in Case L-25326 and petitioners-spouses Hilario Aguila and Adela Hidalgo in Case L-25327 compose the three sets of tenants working on their lands.

[2] "Sec. 13. Affidavit Required in Sale of Land Subject to Right of Pre-emption. -- No deed of sale of agricultural land under cultivation by an agricultural lessee or lessees shall be recorded in the Registry of Property unless accompanied by an affidavit of the vendor that he has given the written notice required in Section eleven of this Chapter or that the land is not worked by an agricultural lessee." (R. A. No. 3844).

[3] "SEC. 4. Abolition of Agricultural Share Tenancy. -- -Agricultural share tenancy, as herein defined, is hereby declared to be contrary to public policy and shall be abolished: Provided, That existing share tenancy contracts may continue in force and effect in any region or locality, to be governed in the meantime by the pertinent provisions of Republic Act Numbered Eleven hundred and ninety-nine as amended, until the end of the agricultural year when the National Land Reform Council proclaims that all the government machineries and agencies in that region or locality relating to leasehold envisioned in this Code are operating, unless such contracts provide for a shorter or the tenant sooner exercises his option to elect the leasehold system: Provided, further, That in order not to jeopardize international commitments, lands devoted to crops covered by marketing allotments shall be made the subject of a separate proclamation that adequate provisions, such as the organization of cooperatives, marketing agreements, or other similar workable arrangements, have been made to insure

efficient management on all matters requiring synchronization of the agricultural with the processing phases of such crops: Provided, furthermore, That where the agricultural share tenancy contract has ceased to be operative by virtue of this Code, or where such a tenancy contract has been entered into in violation of the provisions of this Code and is, therefore, null and void, and the tenant continues in possession of the land for cultivation there shall be presumed to exist a leasehold relation ship under the provisions of this Code, without prejudice to the right of the landowner and the former tenant to enter into any other lawful contract in relation to the land formerly under tenancy contract, as long as in the interim the security of tenure of the former tenant under Republic Act Numbered Eleven hundred and ninety-nine, as amended, and as provided in this Code, is not impaired: Provided, finally, That if a lawful leasehold tenancy contract was entered into prior to the effectivity of this Code, the rights and obligations arising therefrom shall continue to subsist until modified by the parties in accordance with the provisions of this Code." R. A. 3844, Emphasis supplied.

[4] Section 2, pars. (1), (2) and (6), R. A. 3844; emphasis supplied.

[5] (2) "'Agricultural lessee' means a person who, by himself and with the aid available from within his immediate farm household, cultivates the land belonging to, or possessed by, another with the latter's consent for purposes of production, for a price certain in money or in produce or both. It is distinguished from civil law lessee as understood in the Civil Code of the Philippines." Sec. 166, R. A. 3844.

"(25) 'Share tenancy' as used in this Code means the relationship which exists whenever two persons agree on a joint undertaking for agricultural production wherein one party furnishes the land and the other his labor, with either or both contributing any one or several of the items of production, the tenant cultivating the land personally with the aid of labor available from members of his immediate farm household, and the produce thereof to be divided between the landholder and the tenant." Idem.

[6] "Sec. 11. Lessee's Right of Pre-emption. -- In case the agricultural lessor decides to sell the landholding, the agricultural lessee shall have the preferential right to buy the same under reasonable terms and conditions: Provided, That the entire landholding offered for sale must be pre-empted by the Land Authority if the landowner so desires, unless the majority of the lessees object to such acquisition: Provided, further, That where there are two or more agricultural lessees, each shall be entitled to said preferential right only to the extent of the area actually cultivated by him. The right of pre-emption under this Section may be exercised within ninety days from notice in writing, which shall be served by the owner on all lessees affected." R. A. 3844, emphasis supplied.

[7] Section 51, R. A. 3844.

[8] Sec. 166, par. (3), R.A. 3844.

[9] Supra, paragraph 3.

[10] Sec. 74, R. A. 3844.

[11] G.R. No. L-26255, June 30, 1969; 28 SCRA 665.

[12] Id., Emphasis and notes in parentheses supplied.

[13] Art. 18 Civil Code.

[14] Art. 1616 Civil Code.

[15] Vol. 3, Montemayor's Labor, Agrarian and Social Legislation, 2d Ed. 1967, p. 246.

[16] Respondents-vendees, the spouses Saturnino Hidalgo and Bernardina Marquez; see fn. 1.

[17] City of Baguio vs. Marcos, G.R. No. L-26100, Feb. 28, 1969; 27 SCRA 342.

[18] Automotive Parts & Equipment Co. Inc. vs. Lingad, G.R. No. L-26406, Oct. 31, 1969, 30 SCRA. 248; U. P. Bd. of Regents vs. Auditor-General, G.R. No. L-19617, Oct. 31, 1969, 30 SCRA 5; and Pagdanganan vs. Galleta, G.R. No. L-23564, Nov. 28, 1969; 30 SCRA 426; Sarcos vs. Castillo, G.R. No. L-29755, Jan. 31, 1969, 26 SCRA 853 and cases cited.

[19] Maniego vs. Castelo, 101 Phil. 293, (1957); Vda. de Santos vs. Garcia, G.R. No. L-16894, May 31, 1963, 8 SCRA 194; Quimson vs. de Guzman, G.R. No. L-18240, Jan. 31, 1963, 7 SCRA 158; and Pagdañanan vs. Court of Agrarian Relations, G.R. No. L-13858, 108 Phil. 590 (1960).

[20] Annex B, Petition.

[21] Secs. 11 and 12, R. A. 3844; See Montemayor, op. cit. Vol. 3, p. 246.

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