

CANUTO PAGDANGANAN, PETITIONER, vs. COURT OF AGRARIAN RELATIONS, ET AL., RESPONDENTS.

G. R. No. L-13858. May 31, 1960

Ponente: GUTIERREZ DAVID, J.

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GUTIERREZ DAVID, J.:

This is a petition filed by landholder Canuto Pagdanganan with the Court of Agrarian Relations for the ejectment of 15 of his tenants at Barrio San Miguel, Guimba, Nueva Ecija on the ground of violation of or failure to comply with, the provisions of the Tenancy Law.

The petition alleges, among other things, that during the harvesting season for the agricultural year 1955-56, the respondents tenants, without just cause, reaped their palay crops without the knowledge and permission of the petitioner landholder or his authorized representatives; that said respondents stacked their harvest in a place

other than that designated by the petitioner; and that they appropriated the loose grains for their own use and advantage and did not even inform petitioner or his authorized representatives of the amount thereof.

In their answer, the respondent tenants denied the material averments contained in the petition and, by way of counterclaim, alleged that as a result of the filing of the petition they suffered actual and moral damages. For relief, respondents pray that the petition be dismissed, and that they be awarded the sum of P2,300.00 by way of damages.

After trial—during which petitioner also tried to show that some of the respondent tenants refused to sign tenancy contracts prepared by him—the court below rendered a decision, dismissing the petition as well as respondents' counterclaim for lack of merit and insufficiency of evidence, respectively. Reconsideration of this decision having been denied, petitioner brought the case to this Court through the present petition for review.

On the charge that the respondent tenants reaped their harvest without petitioner's knowledge and permission, the decision complained of states that the latter's evidence merely show that the reaping was without his permission, not that he was not notified thereof. Section 36 of Rep. Act 1199 provides that the tenant shall have the right to determine when to reap the harvest provided it "shall be in accordance with proven farm practices and after due notice to the landholder", and there being no claim that the reaping, or the date thereof, was not in accordance with proven farm practices, the court below discounted the charge as ground for ejectment. Petitioner in this petition for review insists that there has been a violation of the law which is ground for ejectment. He cites section 39 of Rep. Act 1199, which provides that "it shall be unlawful for either the tenant or the landholder, without mutual consent to reap or thresh a portion of the crop at any time previous to the date set for its threshing." The section cited by petitioner, however, is not here applicable for the obvious reason that it refers only to the reaping of a portion of the crop prior to the reaping of the whole harvest.

As to the charge that the respondent tenants, during the agricultural year in question, stacked their harvest at a place other than that designated by the petitioner landholder, the lower court found that the said tenants objected

to the choice of site on the grounds that such choice would entail great difficulties on their part and possibly result in damage to or loss of their harvest because of the muddy pathway. And as neither of the parties sought the intervention of the court for the determination of the site in the interest of both parties, as provided in sec. 37 of Rep. Act 1199, the court ruled that the charge was not sufficient ground for dispossession. Petitioner now argues that as the landholder, he has the right to determine the site for the stacking of the harvest to which the tenant may disagree, in which case, he, the tenant, and not the landholder, should seek the intervention of the court. It is further argued that the tenants, or some of them, signed tenancy contracts containing the stipulation that the right to choose the site for the stacking of the harvest rests upon the landholder so that the the tenants' act was also in breach of contract.

It is true that under sec. 37 of Rep. Act 1199, the landholder, by himself or through his representatives, may determine the site for the stacking of the harvest. The same section, however, contains the proviso that the site shall not be farther than one kilometer from the center of the area cultivated by a majority of the tenants and that in case of disagreement by the tenant, the "court shall determine whatever may be in the interest of both Parties." From the above legal provision, it is apparent that the landholder is not 'given absolute authority to determine the place of the stacking of the harvests. As 3 who should seek the intervention of the court in case of disagreement, the law is silent. On the other hand, the lower court found that the petitioner failed to show that he was prejudiced by the act of the respondent tenants in stacking their harvests at a place other than his own choosing. In the circumstances, we are inclined to agree with the said court that a decree of ejectment is not warranted. The new Tenancy Law was enacted as a remedial legislation and in its interpretation and enforcement all grave doubts must be resolved in favor of the tenant. (Primerio vs. CAR et al., 101 Phil., 675; 54 Off. Gaz. [20] 5504; sec. 56, Rep. Act 1199.)

With respect to the tenants who signed tenancy contracts with petitioner, the ruling cannot be any different. The stipulation in those contracts that the landholder has the right to choose where the harvest should be stacked must be read together with the limitations provided for in the Tenancy Law, since said law is part of said contracts. Otherwise, the law could easily be circumvented and the purpose thereof defeated in that the landholder could choose a site not only too far, but also too difficult for the tenants, thereby enabling him to create at will a cause for the ejectment of his tenants.

As regards the loose grains alleged by petitioner to be part of the harvest which the respondent tenants brought home without his consent or notice to him, it would appear, as stated in the decision complained of, that the tenants did so because petitioner's overseer refused to liquidate the same, and they feared that if said loose grains were left in the field they would be lost or destroyed. The court also found that the tenants brought home the loose grains only after the barrio lieutenant had determined and noted their amount or quantity and that petitioner did not suffer any damage as a result thereof. These findings are factual and are not now disputed. Under the circumstances, we do not think the lower court erred finding that the tenants were justified in bringing

the loose grains and that such act should not bring about the last and drastic step of ejectment.

It is contended that the acts of the tenants amounted to pre-threshing in violation of sec. 39 of Rep. Act 1199. The loose grains involved in these proceedings, however, are not disputed to be the palay stalks which fell or were left in the field during the harvest and stacking of the reaped crops. There is, obviously, no threshing involved and consequently sec. 39 of the Tenancy 1 Law has no application.

Finally, as to the refusal of some of the respondent tenants to enter into any kind of written tenancy contract, it would appear that such refusal was due to disagreement as to what sharing basis should be followed by the parties in the division of the crops. At any rate, the refusal of a tenant to sign a tenancy contract with his landholder is not

among those enumerated in sec. 50 of Rep. Act 1199 as grounds for a tenant's dispossession. That enumeration, as held by this Court in several cases, is exclusive in nature. (Primero vs. CAR et al., supra; Lao Oh Kim vs. Judge Reyes et al., G. R. No. L-11391, May 14, 1958; Joson et al., vs. Lapuz et al., G. R. No. L-10739, May 30, 1958.)

Finding no error in the decision of the Court of Agrarian Relations sought to be reviewed, we hereby affirm it, with costs against the petitioner.

Paras, C. J., Bengzon, Montemayor, Bautista Angelo, Labrador, Conception, and Barrera, JJ., concur.

Decision affirmed.

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