

THE PEOPLE OF THE PHILIPPINES, PLAINTIFF AND APPELLANT, VS. ELIAS ADILLO, DEFENDANT AND APPELLEE.

G.R. No. L-23785. November 27, 1975

Ponente: MARTIN, J.

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MARTIN, J.:

The decisive question presented to Us in this direct appeal from the dismissal judgment of the Court of First Instance of Laguna in its Criminal Case SC-663 is whether or not the penal liability of a share-tenant for pre-reaping or pre-threshing under the Agricultural Tenancy Act (Republic Act No. 1199, enacted on August 30, 1954) has been obliterated by the Agricultural Land Reform Code (Republic Act No. 3844, enacted on August 8, 1963) and the subsequent agrarian laws.

The defendant-appellee Elias Alillo was a share-tenant of one Saturnino L. Rebong on a parcel of riceland situated at Victoria, Laguna. On January 4, 1962, he was charged before the Court of First instance of Laguna for violation of Section 39 of the Agricultural Tenancy Act in that:

"(O)n or about October 3, 1960 in the Municipality of Victoria, Province of Laguna, Republic of the Philippines, and within the jurisdiction of this Honorable Court, the accused above-named being then the tenant of a piece of land owned by Saturnino L. Rebong under a share system, did then and there wilfully, unlawfully and feloniously reap and thresh a portion of palay planted on said piece of land without the knowledge and consent of Saturnino Rebong and even before a date has been fixed for the reaping and threshing of the palay, to the damage and prejudice of Saturnino Rebong."

On August 24, 1964, the counsel for the defendant-appellee[1] moved for the quashal of the information on the submission that the Agricultural Tenancy Act, on which the accusatory pleading against defendant-appellee was based, has been repealed or abrogated by the new Agricultural Land Reform Code, thereby resulting in the extinction of defendant-appellee's criminal responsibility for pre-reaping and pre-threshing under the former law. The lower court favorably resolved the motion and ordered the dismissal of the case.

Hence, the present appeal interposed by the State.

The particular provision of the Agricultural Tenancy Act, subject of this litigation provides:

"SEC. 39. Prohibition on Pre-threshing. — It shall be unlawful for either the tenant or landholder, without mutual consent, to reap or thresh a portion of the crop at any time previous to the date set for its threshing; * *

* Any violation of this section by either party shall be treated and penalized in accordance with this Act and/or under the general provisions of law applicable to the act committed."

In *Beltran vs. Cruz*[2] the Court expressed that although the tenant is given the right under the Agricultural Tenancy Act to determine when to reap the harvest, it is likewise provided under the Act that the reaping "shall be after due notice to the landholder" (Section 36, paragraph 1). Pre-reaping or pre-threshing is considered a serious violation, subject to the sanction of dispossession of the tenant (Section 50, subsection b) and the penalty of a "fine not exceeding Two Thousand Pesos or imprisonment not exceeding one year, or both, in the discretion of

the court" (Section 57). The "moving idea behind the requirement of the advance notice of the reaping, and the prohibition of doing it in advance of the date set," said the Court, "is to enable the landholder to witness, personally or by representative, the reaping and threshing operations. Pre-reaping in the absence of one party, due to unilateral advancing of the date of the harvest, inevitably generates ill feeling and strains relations between landholder and tenant due to the suspicion aroused that part of the harvest may have been illegally diverted. Such suspicion tends to poison the tenancy relation and is inimical to agricultural peace and progress; wherefore, strict compliance with the legal and contractual prescriptions as to the date of reaping and threshing are of the essence of the statutory policy." This applies particularly to rice share tenancy and may not be extended to embrace the agricultural leasehold. The two tenancy systems are distinct and different from each other. In sharehold, the tenant may choose to shoulder, in addition to labor, any one or more of the items of contributions (such as farm implements, work animals, final harrowing, transplanting), while in leasehold, the tenant or lessee always shoulders all items of production except the land. Under the sharehold system, the tenant and the landholder are co-managers, whereas in leasehold system, the tenant is the sole manager of the farmholding. Finally, in sharehold tenancy, the tenant and the landholder divide the harvest in proportion to their contributions, while in leasehold tenancy, the tenant or lessee gets the whole produce with the mere obligation to pay a fixed rental.[3] There is thus justification for the view that notice for reaping or threshing is not required by the Act in leasehold system, because the lessee's principal obligation is to pay the rental, which is to deliver a generic thing in the absence of any specific agreement to the contrary, and that the rental is supposed to be a specific amount, as fixed and limited in Section 45 of the Act. Without any legal obligation imposed on the lessee to give such notice, the lessor should take it upon himself to verify from the tenant-lessee the date of reaping and threshing. [4]

On August 8, 1963, the Tenancy Act of 1954 was amended by the Agricultural Land Reform Code. Agricultural share tenancy was declared "to be contrary to public policy and shall be abolished." [5] Nonetheless, based on the transitory provision in the first proviso of Section 4 of the Code, existing share tenancy contracts were 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 express; or (c) the share tenant sooner exercises his option to elect the leasehold system.[6]

In the Code of Agrarian Reforms (Republic Act No. 6389), which took effect on September 10, 1971 agricultural share tenancy throughout the country was declared contrary to public policy and was automatically converted to agricultural leasehold upon the effectivity of Section 4 thereof although existing share tenancy contracts were again allowed to continue temporarily in force and effect in any region or locality, to be governed in the meantime by the pertinent provisions of Republic Act No. 1199, as amended, "until the end of the agricultural year when the President of the Philippines shall have organized by executive order the Department of Agrarian Reform in accordance with the provisions of this amendatory Act, unless such contracts provide for a shorter period or the tenant sooner exercises his option to elect the leasehold system." [7]

Immediately after the declaration of martial law, the President of the Philippines issued Presidential Decree No. 2, on September 26, 1972, proclaiming the entire country "as a land reform area." The proclamation of the entire country "as a land reform area" in accordance with the first proviso of Section 4 of the Agricultural Land Reform Code, as amended, unqualifiedly abolished the sharehold system in the Philippine agricultural life. To the extreme, the Agricultural Tenancy Act of 1954 was withdrawn from the mass of living agrarian laws specifically in rice and corn tenancy. On October 21, 1972 the President issued Presidential Decree No. 27 emancipating the tenant from the bondage of the soil. To safeguard this new right of the tenancy, Presidential Decree No. 316 of October 22, 1973, was promulgated, interdicting the ejectment or removal of the tenant-farmer from his farmholding until the promulgation of the rules and regulations implementing the said Presidential Decree No.

27.[8]

It will be noted that Section 39 of the Agricultural Tenancy Act of 1954 (Republic Act No. 1199) which prohibited either the tenant or landholder, without mutual consent, to reap or thresh a portion of the crop at any time previous to the date set for its threshing and penalized any violation thereof by either party is no longer found in the Agricultural Land Reform Code (Republic Act No. 3844, as amended by Republic Act No. 6389) for the obvious reason that agricultural share tenancy provided in the Agricultural Tenancy Act of 1954 has already been abolished by the new Code. The omission of such provision as Section 39 of the Agricultural Tenancy Act of 1954 in the new Code operates as an implied repeal of said provision. It is a well settled principle of statutory construction that when

"An act which purports to set out in full all that it intends to contain, operates as a repeal of anything omitted which was contained in the old act and not included in the amendatory act." (Construction of Statutes, Crawford, p. 621, citing *State vs. MacCafferty*, 25 Okla. 2, 105 Pac. 992).

Also,

"Where the language of the statute as amended is set out in full in an act the old law is not repealed except as to those parts omitted which are inconsistent with the amendment, the remainder of the act being a continuation of the original law. (Idem, citing *People vs. Montgomery County*, 67 N.Y. 109; *Reid vs. Smoulter*, 128 Pa. St. 324, 18 Atl. 445, 5 A.L.R. 517)

Likewise,

"When the legislature declares that an existing statute shall be amended, the legislature thereby evinces the intention to make the new statute a substitute for the amended statute exclusively and only those portions of the amended statute repeated in the new one are retained (Idem, at p. 620, citing *State ex rel Nagle vs. Leader Co.*, 97 Mont. 586, 37 Pac. (2) 561).

Thus confronted with the issue as to whether or not the penal liability of a share tenancy for pre-reaping or pre-threshing under the Agricultural Tenancy Act (Republic Act No. 1199) enacted on August 30, 1954 has been obliterated by the Agricultural Land Reform Code (Republic Act No. 3844, as amended by Republic Act No. 6389) and the subsequent Presidential Decrees and Proclamations, the solution to the issue seems to be clear that the injunction against pre-reaping and pre-threshing under the Agricultural Tenancy Act of 1954 has lost its operative force and effect, and the penal sanction therein subdued. Specifically, Section 39 of the Act, upon which the accusatory pleading against defendant-appellee is predicated, is no longer carried in the subsequent agrarian laws and decrees and its violation thereof considered no longer an offense. As a result it would be illogical to prosecute or sentence defendant-appellee for such offense which no longer exists.[9]

The whole failure of the laws and decrees subsequent to the Agricultural Tenancy Act of 1954 to penalize the acts of pre-reaping and pre-threshing which constituted the offense defined and penalized under the said Section 39 carries with it the deprivation of the courts of jurisdiction to try, convict, and sentence persons charged with its violations.[10]

ACCORDINGLY, the order of dismissal of the information against defendant-appellee for violation of Section 39 of the Agricultural Tenancy Act (Republic Act No. 1199) is hereby affirmed without pronouncement as to costs.

SO ORDERED.

Castro, (Chairman), Teehankee, Esguerra, and Muñoz Palma, JJ., concur.

Makasiar, J., concurs in a separate opinion.

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- [1] Defendant-appellee was never arraigned, because his whereabouts were unknown, Brief, plaintiff-appellant, p. 2.
- [2] L-20973, October 26, 1968, 25 SCRA 611, 612.
- [3] See Montemayor, Labor, Agrarian and Social Legislation, Vol. 2, 1964 ed., p. 208.
- [4] Manubay vs. Martin, L-25846, June 30, 1970, 33 SCRA 733-735, citing Vol. 3, Montemayor, 2d. Ed., pp. 133-135.
- [5] "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 Count 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 period or the tenant sooner exercises his option to elect the leasehold system; * * *."
- [6] Hidalgo vs. Hidalgo, L-25326, 25327, May 29, 1970, 33 SCRA 110, 111.
- [7] Section 1, RA 6389, 68 OG No. 5, 915, January 31, 1972.
- [8] Section 1, PD 316.
- [9] People vs. Tamayo, 61 Phil. 225.
- [10] People vs. Pastor, 77 Phil. 1008 (1947).
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CONCURRING OPINION

MAKASIAR, J:

The basic reason for this concurrence is that the penal provision in Section 57 in relation to Section 39 and 50 (b) of Republic Act No. 1199 does violence to the constitutional guarantee of social justice enshrined in Section 6 of Article II of the Declaration of Principles of the 1935 and 1973 Constitution, as well as Section 6 of Article XIV of the 1935 Constitution and Section 9 of Article II of the 1973 Constitution on the duty of the State to afford protection to labor. The challenged penal provision, although not directly impugned as unconstitutional by the pleadings, should not escape condemnation by this Court which has the function to enforce the constitutional guarantees of social justice and protection to labor, including the lowly tenants, whenever the occasion demands. The constitutional issue remains inescapable despite the enactment of the 1963 Agricultural Law Reform Code (R.A. No. 3844), which merely raises the doubt as to the continued effectivity of the questioned penal provision of Republic Act No. 1199. Said penal provision is apparently land-owner oriented. It is cruel for the state to punish a hungry tenant for pre-threshing or pre-harvesting without prior notice to the land owner. Pre-threshing or pre-harvesting in order to enable himself and his family to eat, strikes at the very lives of the tenant and his family, thus at their basic human right to survive. On the other hand, the risk on the part of the landowner when his tenant does not give him prior advices as to threshing or harvesting, involves merely loss at most of a couple of sacks or cavans of palay or rice, which to the landowner is merely a loss of property rights, which does not impinge upon his right to live. It has been axiomatic and sanctified by decisions of this Court that human right must always prevail over property right.

A penalty of a "fine not exceeding P2,000.00 or imprisonment not exceeding one year, or both, in the discretion of the court" for pre-threshing or pre-reaping without prior notice to the landowner (Sec. 57, R.A. 1199), is greater than the penalty for theft of not exceeding P200.00 under paragraph 3, 4, 5, 6, 7 and 8 of Article 309 of the Revised Penal Code. Certainly, a tenant cannot be convicted of theft for such pre-threshing or pre-reaping for his family consumption a portion of the palay produced by him because the same is merely chargeable against his share under Republic Act No. 1199.

As aforestated, the penalty thus prescribed by Republic Act No. 1199 for pre-threshing or pre-reaping without prior notice to the landlord can be characterized as a cruel and unjust punishment when applied to the impoverished tenant for whose welfare the constitutional provision on social justice has been designed in order to remove ancient inequities which have spawned violent and bloody internecine strife in our country for decades.

Hence, my vote for the acquittal of the accused herein, since the penal provision in Republic Act No. 119 nullifies his right to live.

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