

**TIBURCIO SOMERA, JULIAN DOMINGO AND CIRIACO POMEDA,
PETITIONERS, VS. AGRIPINO GALMAN AND THE COURT OF
AGRARIAN RELATIONS, RESPONDENTS.***G.R. No. L-12592. March 31, 1959*

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

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This is a petition to review by certiorari the decision of the Court of Agrarian Relations in Case No. 224– NE-56 ordering respondents Tiburcio Somera, Julian Domingo and Ciriaco Pomedá (petitioners herein) to reinstate petitioner Agripino Galman (respondent herein) as tenant in the landholding in question, and to reimburse the latter, jointly and severally, 116 and 15/100 cavans of palay of 46 kilos each corresponding to the crop harvest year 1955-56, sentencing, however, Galman to deliver to respondent Somera 19 and 15/100 cavans of 46 kilos each, representing over deliveries made to the former for the agricultural year 1954-55, after a re-liquidation was undertaken by the court.

It appears that petitioner Tiburcio Somera is the owner of a tract of land comprising an area of about 56 hectares situated at barrio Sta. Barbara, San Antonio, Nueva Ecija. The clearing and cultivation of said land was first begun in the agricultural year 1954-55. Respondent Agripino Galman, who claims to be a share tenant of Somera, received at the end of each agricultural year a certain quantity of palay depending on the amount of the produce.

Hence, for the crop harvest year 1954-55, he received 160 cavans of palay and for the succeeding year, 355 cavans.

On April 21, 1956, Somera leased to his co-petitioners Julian Domingo and Ciriaco Pomedá the property in question. By virtue of this lease contract, petitioners admitted having ejected Galman, rendering him without work. This suit was originated by the latter with the agrarian court seeking for his reinstatement as tenant and a reliquidation of the harvest for the past agricultural years.

It is the contention of the petitioners in the court below, as well as in this appeal, that no tenancy relationship was established between Somera and Galman, claiming that the latter was but a mere trusted farm watcher, and that there was no need for a tenant as the land is and has always been under mechanized farming. We believe otherwise.

The tenancy relationship between petitioner Somera, as the landholder, and respondent Galman, as the tenant, is borne out by the evidence and the findings of fact of the Court of Agrarian Relations. For instance, Galman has been shown to be principally responsible, through his labor, in the cultivation of the land, with the help of his two sons, Adriano and Anselmo; the former operating the tractor and the latter, together with hired laborers engaged by the landowner, broadcasting the seeds. It is admitted that for his work, Galman receives not a fixed amount or paid an ordinary wage, as is usually the case for hired farmhand, but a certain quantity of palay depending on the yearly harvest.

The fact that the landholding is under mechanized farming does not alter the situation, nor does it necessarily preclude the employment of tenants by the landholder within the meaning of the law, aside from or in addition to hired laborers; and once this tenancy relationship is established, the tenant is entitled to the security of tenure and may not be dispossessed except for just causes provided in the law, or until the tenancy relationship is legally terminated. (See *Primero vs. Court of Agrarian Relations, et al.*, 101 Phil., 675; 54 Off. Gaz. [20] 5506.) The work of hired farm laborers is delineated usually by the landowner, while that of a tenant is defined under the law (see sections 23 and 38, Republic Act No. 1199).

Of course, under section 50 of the tenancy Act, the bonafide intention of the landholder to cultivate the land "himself", either, personally or through the employment of mechanical implements gives him right to dispossess the tenant of the land; but he can do so only upon authority of the agrarian court and after complying with certain procedural requirements (see section 50(a), Republic Act No. 1199), that were not observed. Since in this case, the immediate cause for the dispossession of the tenant Galman, as found by the agrarian court, was the leasing of the land to the petitioners Domingo and Pomedá, the ejectment was illegal and null and void (*Primero vs. Court of Agrarian Relations, et al.*, supra; Sec. 9, Rep. Act No. 1199).

Before leasing the property in question to the petitioners Domingo and Pomedá, Somera announced his intention of leasing the same to the respondent herein, who manifested his desire to be the lessee himself provided, however, that the tractor be included in the contract. This did not materialize on account of Somera's refusal to include the same. We cannot agree with petitioner's proposition that this act of the respondent constituted a voluntary surrender of the land on his part (a cause for dispossession under Sec. 9, Republic Act 1199). Nothing appears to have been further said or done by the respondent as would warrant such a conclusion.

Passing now to the method of reliquidation used by the agrarian court. The sharing agreement between Somera and Galman was found to be 70-30 in favor of the land-holder, the latter supplying the farm implements, seedlings and all expenses for clearing, broadcasting and cultivation, while the tenant supplied labor and manpower, conformably to the provisions of the Agricultural Tenancy Act.

The evidence and findings of the lower court show that for the agricultural years 1954-55 and 1955-56, the landholding in question had a gross harvest of 645 and 1,827 cavans of palay, respectively. The deductible items for the first crop harvest year were itemized and proven to be 34 cavans for seeds, 109 cavans for reaping and 32.5 cavan (equivalent to 5.2% of 645) for threshing. However, for the second agricultural year, no deductible items were proven (according to the lower court, because of oversight of counsel) except for 54 cavans incurred for seedling purposes. In fairness to the petitioner Somera, the agrarian court awarded in his favor deductible items of 109 cavans for reaping and 5.2 % of the gross harvest of 1,827 cavans for threshing based on the preceding year.

The computation made by the lower court for the agricultural year 1954-55 is not disputed. However, for the year 1955-56, petitioners question the deduction of only 109 cavans of palay as reaping expenses, claiming that said quantity is based on the gross harvest of only 645 cavans for the year 1954-55 while the gross harvest for the second year was 1,827. We find merit in this contention, for necessarily, a greater harvest entails increased reaping expenses. As stated by the petitioners, based on the preceding agricultural year of 1954-55, the reaping expenses are approximately 16.9%, and applying this to the gross harvest of 1,827 cavans in 1955-56, the deductible item on this account should be 308.76 cavans instead of 109. Thus, we have the following final computation:

"Agricultural Year 1954-1955

PRODUCE: Cavans

Harvest

645

Loose grains (none)

0

TOTAL gross harvest

645

DEDUCTIBLE ITEMS: Advances by T. Somera and to be returned to him:

Seeds

34

Reaping

109

TOTAL advances

143

143

502

DEDUCT:

Threasing, 32.5 (5.2%)

32.5

NET PRODUCE after reimbursing

469.5

sharing ratio: 70-30 (in faver of landlord)

T. Somera, 70% of 469.5

328.65

A. Galman, 30% of 469.5

140.85

469.5

AMOUNT of cavans already received by:

T. Somera

309.5

A. Galman

160.

469.5

TOTAL of cavans to be reimbursed by

T. Galman to T. Somera

19,15"

Record, p. 36

Agricultural Year 1955-56

PRODUCE: Cavans

Harvest

1,798

Loose grains

29

TOTAL gross harvest

1,827

DEDUCTIBLE ITEMS: Advances by Tiburcio
Somera and to returned to him:

Agricultural year 1955-56
(Continuation)

Seeds

54

Reaping

308.76

TOTAL Advances

362.76

362.76

1,464.24

DEDUCT

Threasing, 5.2% of 1,798

93.5

NET PRODUCE after reimbursing T.

1,370.74

SHARING RATIO: 70-30 (in favor of landlord)

T. Somera, 70% of 1,370.74

959.52

A. GALMAN,, 30% 1,370.74

411.22

1,370.74

AMOUNT of cavans already received by:

A. GALMAN

355.0

TOTAL number of cavans to be reimbursed by

T. Somera to A. Galma

56.22

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Wherefore, petitioners are ordered to reimburse to the respondent, jointly and severally, 56.22 cavans of palay of 46 kilos each for the crop harvest year 1955-56. In all other respects, the decision is affirmed. Without pronouncement as to costs. So ordered.

Bengzon, Montemayor, Reyes, A., Bautista Angelo, Labrador, Concepcion, and Endencia, JJ., concur.

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