

FIDEL TEODORO, PETITIONER, VS. FELIX MACARAEG AND COURT OF AGRARIAN RELATIONS, SECOND REGIONAL DISTRICT, SALA II, RESPONDENTS.*G.R. No. L-20700. February 27, 1969*

Ponente: CASTRO, J.

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Before us for review, upon a petition for certiorari, are the decision of the respondent Court of Agrarian Relations of Sep-tember 7, 1962 in CAR case 558-Gba.'68 (Nueva Ecija), ordering the herein petitioner Fidel Teodoro to reinstate the herein private respondent Felix Macaraeg (the petitioner in the agrarian court) to his "former landholding ... and to keep him as the true and law-ful tenant in accordance with law," and the resolution of the same court of November 27, 1962 condemning Teodoro to pay or deliver to Macaraeg as damages "82 cavans of play or its equivalent va-lue in the amount of P820.00 computed at the rate of P10.00 per cavan, plus interest at 10% until fully paid."

We turn to the factual milieu.

On June 7, 1961 Macaraeg filed a petition with the Court of Agrarian Relations (Second Regional District, sala II, Guimba, Nueva Ecija), praying, inter alia, that (1) an interlocutory order be issued to restrain Teodoro and Jose Niegos (the respondents below) from ejecting him from his landholding pending resolution of his petition; and (2) after due trial, he be maintained as the law-ful tenant in the disputed landholding.

Macaraeg alleged that he is a leasehold tenant of Teodoro cultivating a farmholding situated in the municipality of Talugtug, Nueva Ecija, of an area of four (4) hectares devoted to rice culture, and that he has worked said land "as a tenant for the last seven years;" that on March 2, 1961 he received a letter from Teodoro and his wife advising him that the aforesaid landholding will be given to another tenant, on the pretext that he (Macaraeg) "is con-tracting to be a tenant of another in said landholding;" that forthwith, Teodoro placed a new tenant, Jose Niegos, in the disputed land; that subsequently, Niegos repeatedly forbade him from working on said riceland; that in order to avoid trouble, he refrained from forcibly entering the landholding, but with the advent of the planting season, it became imperative that the agrarian court or-der his reinstatement and restrain Teodoro and Niegos from com-mitting further acts of dispossession.

In his answer with counterclaim dated June 19, 1961, Teo-doro categorically denied that Macaraeg was his tenant, claiming that "ever since he became the owner of around 39 hectares of riceland in Kalisitan, Talugtug, N. Ecija, he had always leased all of it under civil lease and he had never given any portion of it under tenancy." He further alleged that after the expiration of his lease contract with Macaraeg in January, 1961, his wife twice notified Macaraeg to renew his contract for the then incoming agricultural year 1961-62, but the latter "verbally told Mrs. Teo-doro that he was no longer interested to work on the land and he was giving it up as he had left the place already." Teodoro also claims that it was only after Macaraeg had abandoned the farm-land that he decided to lease it to Niegos.

On his part, Niegos seasonably answered, disclaiming any knowledge that Macaraeg is the tenant of Teodoro, and averring that he "entered the landholding in good faith clothed with the pro-per authority from the other respondent (Teodoro) and with the consent and confirmity of the petitioner (Macaraeg) who allowed him to work on the same;" and that Macaraeg "has no more inte-rests in the cultivation of the landholding as could be gleaned from his actuations, like the failure to clean the land during the months of March and April, and his failure to prepare his seedbed in the month of May which is the period for broadcasting seedling in the community."

On February 6, 1962, when the hearing of the present con-troversy was nearing completion in the respondent agrarian court but before the case was submitted for decision, Macaraeg filed a "supplemental petition," claiming damages as a result of his dis-possession. Said petition was given due course by the court com-missioner and the requisite hearing was set for March 9, 1962. Both Teodoro and Niegos interposed their respective answers, identically asserting that the same was filed out of time and that the failure of Macaraeg to claim earlier his alleged damages amounted to a fatal neglect which could no longer be cured at that very late stage of the proceedings. Nonetheless, hearing on the said petition was held at which it was disclosed that as "a result of his (Macaraeg's) ejection, he became destitute" since he had "income except from those derived from transplanting and reap-ing wherein he earned the amount of P30.00." It was further proved that "for the agricultural year 1961-62, Jose Niegos realized a gross harvest of 110 cavans out of which he paid his rental to Fidel Teodoro in the amount of 42 cavans and 23 kilos."

On September 7, 1962 the decision under review was ren-dered, with the following dispositive portion:

"IN VIEW OF ALL THE FOREGOING CON-SIDERATIONS, judgment is hereby rendered in fa-vor of petitioner Felix Macaraeg and against respon-dents Fidel Teodoro and Jose Niegos in the tenor and disposition hereinbelow provided, to wit:

"1. Jose Niegos is hereby ordered to vacate the landholding in question with an approximate area of four (4) hectares, situated at Barrio Kalisitan, Talugtug, Nueva Ecija, in favor of herein petitioner and to refrain from molesting or in any manner dis-turbing his peaceful possession and cultivation there-of, subject to the condition that said respondent shall have harvested and threshed his crop which he plant-ed for the current agricultural year;

"2. Conformably with the preceding para-graph, Fidel Teodoro is hereby ordered to reinstate said petitioner to his former landholding aforesated and to keep him as the true and lawful tenant in accordance with law;

"3. Declaring Exhibit A as a leasehold tenan-cy contract between the parties for the agricultural year 1960-61 as the term is understood under our te-nancy law; as a consequence hereof, Exhibit 4-Teo-doro and Exhibit 5-Niegos, i.e. contract of leas between Fidel Teodoro and Jose Niegos is hereby declared void and of no legal effect; and

"4. Dismissing petitioner's claim for damages as embodied in his supplemental petition."

Teodoro and Niegos filed separate motions for reconside-ration which were denied by the respondent agrarian court in its resolution of November 27, 1962. However, in the same resolution, the court a quo reconsidered, upon motion of Macaraeg, its ruling denying the latter's prayer for damages, thus:

"With respect to petitioner's claim for damages as embodied in his supplemental petition, wherein evidence was adduced in support thereof, we believe that its admission is in accordance with Section 2, Rule 17 of the Rules of Court of the Phi-lippines, same not being for the purpose of delay-ing the proceedings. And, the fact that the Court of Agrarian Relations shall not be bound strictly by the technical rules of evidence but 'shall act according to justice and equity and substantial me-rits of the case,' we believe that the evidence to support the claim for damages received during the hearings before the court commissioner is merito-rious (Secs. 10 and 11, RA 1267, as amended). Hence, petitioner is entitled to recover damages claimed by him from his

landholder in the amount of 85 cavans of palay which is equal to the two years rental of his landholding less his earnings during the same period in the amount of P30.00 only or is equivalent to 3 cavans of palay. In fine, Fidel Teodoro is liable to pay to petitioner the amount of 82 cavans of palay or its cash value of P820.00, computed at P10.00 per cavan plus interest at 10% until fully paid."

After Teodoro's motion to reconsider the foregoing resolution was denied, he interposed on January 5, 1963 the present petition, imputing to the court the following errors:

1. In holding that Macaraeg became a tenant of Teodoro by virtue of the "Contract of Lease" which they executed in April, 1960;
2. Assuming that the foregoing contract was in effect - a leasehold tenancy agreement making Macaraeg a tenant of Teodoro, in not finding the former guilty of abandonment, an act which terminated their tenancy relation; and
3. In condemning Teodoro to pay, damages to Macaraeg for the alleged dispossession, despite the fact that the claim for damages embodied in the abovementioned "Supplemental Petition" was interposed out of time or when the proceedings below were about to be terminated.

The pertinent provisions of the disputed "Contract of Lease" between Teodoro and Macaraeg read as follows:

"That the LESSOR is the registered owner of a certain parcel of land situated at Talugtug, Nueva Ecija containing an area of THIRTY NINE (39) HECTARES, more or less;

"That for and in consideration of the rental of Nine (9) cavans of palay hectare for one agricultural year, the LESSOR hereby lets and leases and the LESSEE hereby accepts an undivided portion of 4-1/2 Hectares of the abovementioned property under the following terms and conditions:

- "1. That this contract of lease shall only be for the agricultural year 1960-61;
- "2. That the Lessee shall give a guaranty to answer for the payment of the lease consideration of this contract;
- "3. That the rental of 38.7 cavans of palay per hectare shall be paid unto the LESSOR not later than January, 1961;
- "4. That the corresponding rental must be brought to the Poblacion of Muñoz, Nueva Ecija, to be deposited to any bonded Warehouse at the expense of the LESSEE and in the name of the LESSOR;
- "5. That the rental must be of the same variety as that produced by the LESSEE;
- "6. That the LESSOR shall pay for the real property taxes corresponding to the property leased;
- "7. That violation of any of the terms of this contract shall, be sufficient ground to terminate the same with damages against the guilty party;
- "8. That the property leased shall be used or utilized for agricultural enterprise only;
- "9. That in case of default on the part of the LESSEE to pay the lease consideration when the same becomes due and payable and the collection for the same reaches the court, the LESSEE hereby binds himself to pay the cost of the suit including reasonable attorney's fees." (emphasis supplied)

I. Teodoro contends that the language and tenor of the afore-said contract clearly manifest the intention of the parties to enter into an ordinary civil lease contract, not a leasehold tenancy agreement as alleged by Macaraeg and sustained by the agrarian court. To start with, Teodoro stresses, the parties denominated the said covenant as a "Contract of Lease," which assigned title discloses their mutual intention to execute an ordinary lease contract, for, otherwise, if they had intended to create a leasehold tenancy relation, they could have accordingly captioned

their agreement "with the word tenancy or some other word of, similar import." More-over, Teodoro points out that "in the contract of lease in question it is significant to note that the words landlord and tenant were conspicuous by their complete absence."

The foregoing stance assumed by Teodoro is patently untenable, in the face of the principal features and stipulations of the contract in controversy and the pertinent provisions of existing law on leasehold tenancy. It bears emphasis that the title, label or rubric given to a contract cannot be used to camouflage the real import of an agreement as evinced by its main provisions. Moreover, it is basic that a contract is what the law defines it to be, and not what it is called by the contracting parties.[1]

As correctly expressed by the respondent court, "viewed from the four corners of Exhibit A, we have no doubt that the lease contract entered into between petitioner (Macaraeg) and Fidel Teodoro is a pure and simple leasehold tenancy contract as the term is understood under our tenancy laws." This observation of the agrarian court finds anchor in the pertinent provisions of the Agricultural Tenancy Act. Thus, section 4 of Rep. Act 1199, as amended by Rep. Act 2263, provides that

"Leasehold tenancy exists when a person who, either personally or with the aid of labor available from members of his immediate farm household, undertakes to cultivate a piece of agricultural land susceptible of cultivation by a single person together with members of his immediate farm household, belonging to or legally possessed by another in consideration of a fixed amount in money or in produce or in both."

Furthermore, section 42 of the Agricultural Tenancy Act defines a landlord-lessor as

"Any person, natural or juridical, either as owner, lessee, usufructuary or legal possessor of agricultural land, who lets, leases or rents to another said property for purposes of agricultural production and for a price certain or ascertainable either in an amount of money or produce;"

while a tenant-lessee is defined as

"any person who, with the consent of the former (landlord-lessor), tills, cultivates or operates said land, susceptible of cultivation by one individual, personally or with the aid of labor available from among his own immediate farm household."

Gleaned from the foregoing provisions, the following could be synthesized as the principal elements of a leasehold tenancy contract or relation:

1. The object of the contract or the relationship is an agricultural land which is leased or rented for the purpose of agricultural production;
2. The size of the landholding must be such that it is susceptible of personal cultivation by a single person with assistance from the members of his immediate farm household;
3. The tenant-lessee must actually and personally till, cultivate or operate said land, solely or with the aid of labor from his immediate farm household; and
4. The landlord-lessor, who is either the lawful owner or the legal possessor of the land, leases the same to the tenant-lessee for a price certain or ascertainable either in an amount of money or produce.

Reverting to the controverted "Contract of Lease," we are of the consensus that it indubitably contains the foregoing essential elements of a leasehold tenancy agreement.

The landholding in dispute is unmistakably an agricultural land devoted to agricultural production. More specifically, the parties stipulated that "the property leased shall be used or utilized for agricultural enterprise only." (emphasis supplied) Furthermore, the parties also agreed that the farmland must be used for rice

production as could be inferred from the stipulation that "the rental of nine (9) cavans of palay per hectare for one agricultural year ... must be of the same variety (of palay) as that produced by the LESSEE." (emphasis supplied)

The land is definitely susceptible of cultivation by a single person as it is of an area of only four and a half (4-1/2) hectares. This Court has held^[2] that even a bigger area may be cultivated personally by the tenant, singly or with the help of the members of his immediate farm household.

From the stipulation that "the rental must be of the same variety as that produced by the LESSEE," it can reasonably be inferred that the intention of the parties was that Macaraeg personally work the land, which he did as found by the Agrarian Court, thus: "In the instant case, petitioner (Macaraeg) cultivated the landholding belonging to said respondent (Teodoro) for the agricultural year 1960-61 in consideration of a fixed annual rental." (emphasis supplied) Moreover, there is no evidence that Macaraeg did not personally cultivate the land in dispute. Neither did Teodoro allege, much less prove, that Macaraeg availed of outside assistance in the cultivation of the said riceland.

Teodoro is the registered owner of the disputed landholding and he delivered the possession thereof to Macaraeg in consideration of a rental certain to be paid in produce. Evidently, there was a valid leasehold tenancy agreement. Moreover, the provision that the rental be accounted in terms of produce - 9 cavans per hectare - is an unmistakable earmark, considering the other stipulations, that the parties did actually enter into a leasehold tenancy relation.

Teodoro further argues, however, that the aforesaid, "Contract of Lease" cannot possibly be construed as establishing a leasehold tenancy relation because the parties themselves ignored and repudiated the very essence of tenancy - security of tenure - when they stipulated that "this agreement shall only be for the agricultural year 1960-61."

This argument is unacceptable. The mere fact that the parties fixed and limited the duration of their lease contract to only one agricultural year, does not remove the relationship which they created from the purview of leasehold tenancy, considering the general import of their agreement which irreversibly leads to and clearly justifies tenancy coverage. It is fundamental that the tenant-lessee's security of tenure subsists notwithstanding the termination of the contract which initially established the tenancy relation. In the language of the law, the "expiration of the period of the contract as fixed by the parties ... does not of itself extinguish the relationship."^[3] This is a "practical consequence of the distinction between the tenancy contract which is fixed by the parties, and the tenancy relationship which is maintained and governed by law."^[4] Furthermore, section 49 of the Agricultural Tenancy Act provides that

"Notwithstanding any agreement or provision of law as to the period of future surrender of the land, in all cases where land devoted to any agricultural purpose is held under any system of tenancy, the tenant shall not be dispossessed of his holdings by the landholder except for any of the causes hereinafter enumerated and only after the same has been proved before, and the dispossession is authorized by, the court." (emphasis supplied)

The abovecited provision does not permit the parties to stipulate at what future time the tenant shall leave or surrender the land. Thus, this Court has held^[5] that an agreement whereby the tenant was required to return to the landlord his landholding after one crop year cannot justify the tenant's dispossession after the said period because such agreement is expressly proscribed by law.

Still vehemently contending that he never intended to enter into any tenancy relation with Macaraeg, Teodoro finally argues that construing the abovementioned "Contract of Lease" as a leasehold tenancy agreement would amount to a judicial negation of his freedom to contract.

Needless to stress, this Court frowns upon and rejects any attempt to nullify the legitimate exercise of the right to contract. We agree with Teodoro that as a landholder he has full liberty to enter into a civil lease contract covering his property. What we want to indelibly impress, however, is that once a landowner enters into a contract of lease whereby his land is to be devoted to agricultural production and said landholding is susceptible of personal cultivation by the lessee, solely or with the help of labor coming from his immediate farm household, then such contract is of the very essence of a leasehold agreement, and perforce comes under the direct coverage of the tenancy laws. Otherwise, it would be easy to subvert, under the guise of the liberty to contract, the intendment of the law of protecting the underprivileged and ordinarily credulous farmer from the unscrupulous schemes and pernicious practices of the landed gentry.

II. We now come to the second assignment of error. Teodoro posits that granting the establishment of a leasehold tenancy relation between him and Macaraeg by virtue of the aforesaid "Contract of Lease," the agrarian court nevertheless erred in not finding Macaraeg, guilty of abandonment, an act which terminates the tenancy relation and justifies the ejectment of the tenant. In support of his thesis, Teodoro points out that Macaraeg committed a positive act of abandonment when he offered to vacate his leasehold in favor of a certain Luciano Claus, and only after "he could not have his own way of placing Luciano Claus as his successor" did he try to "recover the landholding." Assuming the veracity of the foregoing allegation, a tenant's offer or intention to surrender his leasehold on the condition that the person named by him should be accepted as his successor, does not of itself constitute abandonment of his farmland.

"The word 'abandon,' in its ordinary sense, means to for-sake entirely; to forsake or renounce utterly. The dictionaries trace this word to the root idea of 'putting under a ban.' The emphasis is on the finality and the publicity with which some thing or body is thus put in the control of another and hence the meaning of giving up absolutely, with intent over again to resume or claim one's rights or interests." [6] In other words, the act of abandonment constitutes actual, absolute and irrevocable desertion of one's right or property. In the case at bar, Macaraeg merely intended to vacate his leasehold possession on the condition that a certain Claus be taken as his successor. Hence, his act did not constitute desertion of his leasehold as it was a mere intended surrender of the same. And as correctly espoused by the counsel for the respondent court, it is "only through the actual surrender of the land that tenancy relation terminates no amount of intention to surrender severs the relationship." Furthermore, the said act of Macaraeg was not an absolute renunciation of his leasehold possession, as it was in fact clearly conditional.

However, Teodoro also claims, with characteristic certitude, that Macaraeg did actually abandon work on the land in dispute and that even the decision under review contains a finding to this effect. We find no statement in the agrarian court's decision sustaining Teodoro's view. On the contrary, we perceive truth in the respondent court's counsel's manifestation that

"The only times that the tenant herein did not work the land were (1) during the time it was undergoing its regular dry season fallow, and, ... (2) after he was prohibited from plowing the land by a certain Niegos, an agent of Petitioner. Failure to cultivate during the dry season fallow definitely does not amount to abandonment (Cf. *De la Cruz vs. Asocacion Zangera Casilan, et al.*, 83 Phil. 214). Likewise, failure to cultivate the land by reason of the forcible prohibition to do so by a third party cannot also amount to abandonment, for abandonment presupposes free will."

Anent the charge of abandonment, it is also pertinent to note that four days after Macaraeg received a letter from Teodoro and his wife advising him that the landholding in question will be given to another tenant, he lost no time in inquiring from the Tenancy Mediation Commission at Cabanatuan City about his rights as a leasehold tenant. It would appear therefore that Macaraeg's immediate reaction to his landlord's design to dispossess him negates the

act of abandonment imputed to him.

Moreover, Teodoro's pretension that Macaraeg had abandoned the disputed landholding was squarely rejected by the agrarian court, thus:

"In the instant case, while petitioner had intentions to surrender his landholding to respondent after the harvest for the agricultural (year) 1960-61 which led the latter to advise the former not to give his landholding to Luciano Claus, yet that surrender did not materialize because said petitioner had apparently changed his mind. For as early as March 6, 1961, petitioner went to the Office of the Tenancy Mediation Commission, Cabanatuan City for consultation. As a matter of fact, said Commission wrote a letter to Fidel Teodoro and his wife advising them to enjoin their overseer, Benito Ismael, from ejecting petitioner.

"During the intervening period, Fidel Teodoro and his wife entered into another lease contract of tenancy with Jose Niegos. For this reason, Mariano Niegos, son of Jose Niegos, prevented petitioner from plowing his landholding when he found him in the premises on June 1, 1961. However, notwithstanding this incident, Fidel Teodoro opened the door for negotiations. In fact, as late as June 23, 1961, when petitioner went to the house of Fidel Teodoro in Manila, a conference was set for that purpose at the house of Benito Ismael in Muñoz, Nueva Ecija which did not take place because of the absence of petitioner. Under these circumstances, it appears to our mind that while negotiations for settlement were still pending, yet petitioner has not, in truth and in fact, surrendered his landholding." (emphasis supplied)

We are not at liberty to reverse the foregoing finding of fact in the absence of any proof that it is unfounded or was arbitrarily arrived at or that the Court had failed to consider important evidence to the contrary.[7] This Court has consistently ruled that the findings of fact of the Court of Agrarian Relations will not be disturbed on appeal where there is substantial evidence to support them.[8] In the case at bar, the finding of fact by the respondent court on the issue of abandonment rests on substantial evidence.

III. Toward the end of the proceedings in the respondent court, Macaraeg interposed a pleading which he denominated "supplemental petition," wherein he asked for damages as a result of his dispossession. The said "supplemental petition" was given due course by the hearing commissioner and Macaraeg was allowed to present evidence in support thereof. On the basis of the evidence thus adduced, the respondent court awarded damages to Macaraeg as decreed in its abovementioned resolution of November 27, 1962.

Teodoro maintains that the respondent court erred in admitting the said "supplemental pleading" on the basis of section 2, Rule 17 (now section 3 of Rule 10 of the Revised Rules of Court) which exclusively pertains to amendment of pleadings, and has nothing to do with the interposition of supplemental pleadings which is separately governed by section 5 of Rule 17 (now section 5 of Rule 10). Teodoro avers, moreover, that since Macaraeg filed his claim for damages only when the hearing below was about to end, his inaction must be considered as a waiver of such claim or that he should be considered guilty of fatal negligence.

In resolving this last assignment of error, attention must be centered on the liberal policy which frees the Court of Agrarian Relations from the fetters of formalistic procedure. As aptly observed in one case,[9]

"Social justice would be a meaningless term if in a situation like the present, an element of rigidity would be affixed to procedural precepts and made to cover the matter. Flexibility should not be ruled out. Precisely, what is sought to be accomplished by such a fundamental principle expressly so declared by the Constitution (Art. II, sec. 5) is the effectiveness of the community's effort to assist the economically underprivileged. For under existing conditions, without such succor and support, they might not, unaided, be able to secure justice for themselves. ...

"Moreover, there is equally the obligation on the part of the State to afford protection to labor. The responsibility is incumbent then, not only on the legislative and executive branches but also on the judiciary, to

translate this pledge into a living reality. The present case is an appropriate occasion for the discharge of such a trust. To preclude relief under the circumstances herein disclosed would be to fail to submit to the dictates of a plain constitutional duty. That we should not allow to happen."

Since the abovementioned "supplemental pleading" was filed without intent to delay the proceedings, the agrarian court exercised sound discretion in giving it due course in order that "the real matter in dispute and all matters in the action in dispute between the parties may, as far as possible, be completely determined in a single proceeding." Moreover, Teodoro has no reason to complain, for he was accorded every opportunity to controvert Macaraeg's claim for damages, but apparently he did not, as in fact he does not here traverse the substantiality of the award.

Significantly, the Court of Agrarian Relations is not "restricted to the specific relief claimed or demands made by the parties to the dispute, but may include in the order or decision any matter or determination which may be deemed necessary and expedient for the purpose of settling the dispute or of preventing further disputes, provided said matter for determination has been established by competent evidence during the hearing." [10] In other words, the respondent court could have determined Macaraeg's claim for damages even without his "supplemental petition," provided there was proof to substantiate such claim (and such requisite evidence was not wanting). Hence, if the agrarian court could have awarded damages in favor of Macaraeg even in the absence of a specific prayer, then there is no conceivable reason to bar the respondent court from granting the same with the interposition of the aforesaid "supplemental petition" which explicitly and unmistakably prays for damages resulting from Macaraeg's dispossession.

We hasten to modify, however, the award of damages in so far as it deducts from the total amount recoverable by Macaraeg the sum of P30 or its equivalent of 3 cavans of palay, representing his earnings during the period of his unlawful ejectment. This part of the award contravenes section 27(1) of the Agricultural Tenancy Act which makes the erring landlord "liable to the tenant for damages to the extent of the landholder's participation in the harvest in addition to the tenant's right under Section twenty-two of this Act." And section 22(1) provides that the "tenant shall be free to work elsewhere whenever the nature of his farm obligations warrants his temporary absence from his holdings." Consequently, Macaraeg's measly earning of P30 during the period of his dispossession should not be deducted from the total amount of damages due to him. Interpreting the abovesaid section 27(1) in relation to section 22(1), this Court, speaking through Mr. Justice J. B. L. Reyes, held that

"The earnings of the tenants during the period of unlawful ejectment are not now deductible from the award of damages. In the case of *Potenciano vs. Estefani*, L-7690, promulgated on 27 July 1955, this Court, on grounds of equity, ruled to deduct such income, but said case was decided under the prior law, Act 4054. The above-quoted Section 27(1) of Republic Act No. 1169, as amended, which is the one applicable to the present case, not only provides for a quantum of damages to the tenant; based on the landlord's share in the harvest, but adds thereto his right under Section 22, which states:

'(1) the tenant shall be free to work elsewhere whenever the nature of his farm obligations warrants his temporary absence from his holdings.'

This right, although already granted under Section 20 of Act 4054, was not then a right additional to the recovery of damages consequent to unlawful dismissal, but under Republic Act 1199, as amended, it is to be added to the damages recoverable." [11] (emphasis supplied)

ACCORDINGLY, the decision and resolution under review are hereby affirmed, with the sole modification that the earnings of the herein respondent during the period of his dispossession shall not be deducted from the award of damages. Costs against the petitioner.

Concepcion, C.J., Reyes, J.B.L., Dizon, Makalintal, Zaldivar, Sanchez, Fernando, Capistrano, Teehankee, and Barredo, JJ., concur.

[1] Quiroga vs. Parsons Hardware Co., 38 Phil. 501.

[2] Agustin vs. De Guzman, etc. and Guerrero, 104 Phil. 250; Buencamino vs. Reyes, etc., and Pallasiqui, 104 Phil. 906; Somera, et al. vs. Galman and the Court of Agrarian Relations, 105 Phil. 431.

[3] Section 9, Rep. Act 1199, as amended by Rep. Act 2263.

[4] Montemayor, Labor, Agrarian and Social Legislation, vol. 3 (1967 edition), p. 43.

[5] Datu vs. Cabangon, G.R. No. L-14590, May 25, 1960.

[6] See De la Cruz vs. De la Cruz, G.R. No. L-19565, January 30, 1968.

[7] Del Rosario vs. De los Santos, G.R. No. L-20589-90, March 21, 1968, citing Lapina vs. Court of Agrarian Relations, G.R. No. L-20706, September 25, 1967.

[8] Picardal vs. Lladas, G.R. No. L-21309, December 29, 1967, and the cases cited therein.

[9] Carillo vs. Allied Workers' Association of the Philippines, G.R. No. L--23689, July 31, 1968.

[10] Section 11, Rep. Act 1267, as amended.

[11] Ilustre, et al. vs. Court of Agrarian Relations, et al., G.R. No. L--19654, March 31, 1964; see also Villaviza, et al. vs. Panganiban, G.R. No. L-19760, April 30, 1964.

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