

LEA PAZ TUAZON, PETITIONER, VS. THE COURT OF APPEALS, SIXTH DIVISION AND CONRADO MIRANDA, RESPONDENTS.

G.R. No. L-44817. November 19, 1982

Ponente: GUTIERREZ, JR., J.

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GUTIERREZ, JR., J.:

In this petition for review on certiorari of a Court of Appeals decision declaring the existence of a landowner-tenant relationship and ordering the private respondent's reinstatement with damages, petitioner Lea Paz Tuazon contends that the respondent Court of Appeals:

1. Had no jurisdiction to decide the appealed case on the merits;
2. Gave a straightjacket interpretation of PD 946 conflicting with the inherent judicial power of amendment of decisions and orders to make them conform to law and justice; and
3. Failed to get its judicial bearings from extant decisional law.

In a verified complaint for "determination of legal leasehold rental" filed with the Court of Agrarian Relations, Fourth Regional District, at San Isidro, Nueva Ecija, Conrado Miranda averred that he had been cultivating as agricultural lessee a one and one-half hectare riceland owned or "legally possessed" by Lea Paz Tuazon, situated in Barrio Sto. Cristo, San Antonio, Nueva Ecija. He alleged that the gross harvest in 1968-69 was 82cavans, in 1969-1970, 90 cavans, and in 1970-1971, 88 cavans. The plaintiff prayed for judgment fixing the legal rentals for the land and for actual damages as a consequence of the suit.

In her answer, Mrs. Tuazon stated that Conrado Miranda, a first cousin of her husband, was a mere helper and that there was no cause of action against her. She prayed for the dismissal of the complaint, the ejectment of Miranda, and the payment of P500.00 attorney's fees and P500.00 litigation expenses.

The facts of the case are correctly summarized in the trial court's decision as follows

"It is not disputed from the evidence that defendant has been since April 4, 1968 cultivating the land in dispute, seeded to 1.5 cavans of palay, which is situated at Sto. Cristo, San Antonio, Nueva Ecija, and particularly bounded on the North-East by Flaviano Erella, South by Jose Catle and West by Berto Valerio Plaintiff's declaration is to the effect that defendant was the one who appointed his tenant after having talked to her sometime in 1968, which simply means that his alleged tenancy agreement was oral. In turn, defendant rebutted the above testimony, not only by presenting counter oral testimony but also documentary evidence showing the execution of three (3) contracts of services executed by defendant's husband and the plaintiff initially on April 4, 1968 and twice renewed up to April 30, 1970.

"While said agreements of services were not denied by the plaintiff, he (plaintiff) in turn testified in the rebuttal that he signed them without knowing their contents; they were not the real intention of the parties and finally, that they were not implemented, meaning that they are not only false but also void.

"From the conflicting evidence, the first issue is whether plaintiff is an agricultural lessee as alleged by him or

a farm helper as shown by the written agreements. The surrounding circumstances show that sometime in February, 1968 or prior thereto, the tenant of the land in question is defendant's husband, Pedro Tuazon, after the defendant became an agricultural lessee of the owner, Ricardo Paz (defendant's father), with a fixed rental of twenty (20) cavans of palay at 46 kilos payable every agricultural period. The evidence reveals that the agricultural lease contract in a private writing dated February, 1968 (Exhibit 'D'). On April 4, 1968, defendant's husband (Pedro Tuazon), who has been tenantry the land prior to 1967 until his ulcer operation at the North General Hospital, hired the plaintiff, who is a first cousin, to work the land in question. Probably to avoid any misunderstanding in the future, the hiring or whatever it is was put to writing, duly subscribed by Pedro Tuazon and the plaintiff before Notary Public Adriano B. Magbitang, which was offered in evidence as Exhibit 'A'. On December 22, 1968, another agreement, similar to Exhibit 'A', was executed by Pedro Tuazon and the plaintiff and this was presented by the defendant as Exhibit 'C'. The third time, a similar agreement was executed by the same parties on April 30, 1970, which was Exhibit 'B'.

"It is to be noted that plaintiff attempts to dispute only Exhibits 'A' to 'C' after the defendant had testified on her defense. Plaintiff wanted to evade or escape the legal effects and imports of such agreements because he claims that he signed them without knowing the contents but only to accommodate the defendant who insisted that they are nothing. He also stated that they were not implemented. In other words, he is of the belief that they do not reflect the true intention of the parties.

"As testified by the plaintiff in his direct examination, he attempted to show that he was a 50-50 share tenant of the defendant, with him contributing in the venture one half of the production expenses. He does not know however his 1968-69 and 1969-70 share. In the agricultural year 1970-71, he declared at first that he shared out of his palay harvest of 88 cavans, the amount of 34 cavans and 33 kilos but corrected himself on rebuttal that it was 37 cavans and 23 kilos (T.s.n., February 28, 1972, pp. 7 & 17) . . ."

On June 11, 1972, the agrarian court rendered its decision with the following dispositive portion:

"WHEREFORE, judgment is hereby rendered:

"1. Ordering plaintiff Conrado Miranda to pay the defendant Lea Paz Tuazon the sum of FOUR HUNDRED PESOS (P400.00) representing her attorney's fees and consequential damages;

"2. Making permanent the order of this court dated July 2, 1971 authorizing defendant's husband to continue the cultivation and possession of the land in question; and,

"3. Dismissing this case with costs against the plaintiff."

On appeal to the Court of Appeals, the above decision was reversed. As earlier stated, the respondent court declared Conrado Miranda the tenant of the landholding and fixed the rental of the land at 21.65 cavans of palay per agricultural year. Damages of 64.95 cavans of palay for every year that the private respondent had been dispossessed were also ordered.

The Court of Appeals gave a meaning to the facts of the case different from that given by the Court of Agrarian Relations.

The appellate court ruled:

... ..

"Under the above circumstances, the weight of a public instrument as against oral testimony denying the truth of its recital cannot prevail as is generally recognized in jurisprudence. This is more so because as already intimated the reality of the actual relation between the parties make appellant a tenant not a mere farm helper, for the extent and the nature of his work over the land had invariably been more that of a tenant than a mere helper. It is not what appellant is made to appear in a writing he signed unknowingly, but how he actually

worked on the land (that is controlling.

As this court had occasion to define—

" 'A farm worker or agricultural laborer may be defined as a worker or employee who is engaged in any of the different branches of farming, or who performs any of the practices performed on a farm as an incident to or in conjunction with the operations of farming whether on a piecework basis or on the basis of a fixed salary wage.'

"From the foregoing definition, appellant is not a mere hired laborer or farm helper. He was not hired to work on just a branch of farming, but performed work pertaining to all the branches thereof, on sharing basis not on a fixed salary wage. Having been working thus since 1968 up to the time he was ousted by appellee's husband in 1971 during the pendency of this case in the lower court, he must be legally recognized as a tenant, notwithstanding the documents calling him a farm helper. By allowing appellant for such a long period to do the work of a real tenant, appellee may no longer rely on the legal efficacy of the documents for the purpose they were intended. Appellee is thereby deemed to have abandoned the document in favor of making appellant a real tenant as he actually worked as such."

The jurisdictional issue raised by the petitioner has no merit. Nowhere in the decision of the agrarian court did it rule that it had no jurisdiction over the case. Moreover, a finding by a Court of Agrarian Relations that no tenancy relationship is involved does not bring a case beyond the jurisdiction of the Court of Appeals. In truth, the appellate court has jurisdiction over both agrarian and non-agrarian litigation. To sustain the petitioner's first arguments would result in most agrarian decisions favoring landowners brought out of the reach of the Court of Appeals. It is precisely these appeals, where the agrarian courts have ruled that no tenancy relationship exists, which deserve full and careful consideration from the Court of Appeals.

The above observation notwithstanding, we are constrained to grant this petition and reverse the respondent court's decision.

The facts call for a contrary interpretation. The law has not been applied correctly.

The 1.5 hectare parcel of land disputed by the petitioner and private respondent was owned by Ricardo G. Paz, petitioner's father, before and during the three agricultural years that Miranda worked upon the land. It was only after August 20, 1972 when her father died that the petitioner acquired ownership over the land as one of the five children of the deceased.

Prior to 1968, the 1.5 hectare land was farmed by Pedro T. Tuazon, petitioner's husband. However, Mr. Tuazon was operated on for peptic ulcers and, for health reasons, had to give up the heavy work on the farm temporarily. He, therefore, hired his first cousin Conrado Miranda to farm the land for him.

The Court of Appeals erred in relying solely on the extent and nature of Miranda's work on the land, on his having 'performed work pertaining to all the branches thereof' instead of having been "hired to work on just a branch of farming," in ruling that he was a tenant and not a hired hand. Tenancy is not a purely factual relationship dependent on what the alleged tenant does upon the land. It is also a legal relationship. The intent of the parties, the understanding when the farmer is installed, and, as in this case, their written agreements, provided these are complied with and are not contrary to law, are even more important.

When Pedro Tuazon's peptic ulcers' operation forced him to temporarily stop farming, he was careful to require that his hired hand would sign a contract attesting to the latter's being only a farm worker and not a tenant. The contract was notarized by notary public Adriano B. Magbitang. Pedro T. Tuazon, who is only three years older than Conrado Miranda is described as "magsasaka" while the latter is a "katulong." Every year, for the three years

that Tuazon was recuperating from his peptic ulcers' operation, this precaution of placing the nature of the relationship in clear black and white was taken. After crop year 1970-1971, Tuazon could already resume farm work and he, therefore, took over the cultivation of the land from his first cousin. The latter filed the present case, not against Tuazon but against his wife, to be declared a tenant and to have the shares of landlord and tenant fixed.

The trial court was right in declaring Miranda a mere helper or hired hand. Under the circumstances of the case, Miranda had to do all the heavy work because the son-in-law of the owner was recuperating from a major operation. Necessarily, the work of a hired hand and those of a tenant would be identical under these circumstances.

There are other factual considerations which we take into account. The one and a half hectares of land inherited by Lea Paz Tuazon from her father, one year and 8 months after the complaint was filed, is the only piece of land upon which she and her husband and their family depend. As pointed out by the petitioner, they live on a "marginal social existence" whereas respondent Miranda works on another four hectare farm as tenant with his unmarried son. The fact that the hiring agreements were subscribed and sworn to before a notary public leads us to give greater credence to the petitioner's claim that Miranda fully understood what he signed instead of the latter's assertions that for three crop years, he carelessly signed without knowing what he was signing. The finding of the respondent court that Miranda worked on a share basis instead of a piece work or wage basis is not borne by the records. The trial court found that Miranda who claimed to be a 50-50 share tenant did not even know his share of the harvests in 1968-69 and 1969-70 and was equivocal about his 1970-1971 share. As a matter of fact, he had to ask the court to fix his supposed share.

And finally, it was never the intent of the agrarian reform program that a poor farmer and his wife who inherited a small farm of one and a half hectare of riceland which they cultivate themselves must be forced to enter into a permanent tenancy relationship with another man whom he hired temporarily simply because a major operation forced the farmer to rest for three crop years.

WHEREFORE, the petition is granted. The decision of the Court of Appeals dated August 19, 1976 is reversed and set aside.

The June 11, 1973 decision of the Court of Agrarian Relations is reinstated.

Teehankee (Chairman), Melencio-Herrera, Plana, Vasquez and Relova, JJ., concur.

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