

PATERNO JAPITANA, PETITIONER AND APPELLEE, VS. MANUEL V. HECHANOVA, RESPONDENT AND APPELLANT.

G.R. No. L-4089. January 31, 1952

Ponente: PADILLA, J.

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PADILLA, J.:

This is an appeal by certiorari from the decision in Case No. 686-R of the Court of Industrial Relations wherein Paterno Japitana is the petitioner and Dr. Manuel V. Hechanova, the respondent, and from the resolution denying the motion for reconsideration.

On 26 May 1949, in the Tenancy Law Enforcement Division of the Department of Justice the petitioner filed a complaint against the respondent alleging that he was being ejected from an agricultural parcel of land containing an area of 3.5 hectares planted to rice, situated in the barrio of Guintas, municipality of Leganes, province of Iloilo, without just and reasonable cause. The respondent denied the existence of any tenancy relation between him and the petitioner and alleged that the land was leased only to the latter; that the lease expired at the end of the agricultural year 1948-1949; and that the petitioner refused to sign a tenancy contract. Notwithstanding this, the respondent admitted that he had allowed the petitioner to stay temporarily in the parcel of land until the tenancy contract be signed by him.

The Court of Industrial Relations found that the petitioner was respondent's lessee for many years up to the end of the agricultural year 1948-1949; that he personally worked and cultivated the parcel of land owned by the respondent with the help of Ernesto Alcayde; that at the beginning of the agricultural year 1949-1950 the petitioner was allowed by the respondent to work and cultivate the same; that he refused to sign the share tenancy contract because of certain terms and conditions contained therein which were deemed by him unfair and contrary to law; and held that out of such a situation arose a tenancy relationship between the parties; that the share tenancy contract which the petitioner refused to sign is burdensome to him as tenant and contrary to law, because it imposes upon him the obligation to bear exclusively the cost of seedlings which is part of the expenses for planting and cultivation to be borne share and share alike by the landlord and tenant;[1] that the obligation to haul or transport or to pay for the transportation of the landlord's share in the harvest to his barn if there be any nearby or, if there be no such barn, to the nearest provincial or municipal road where the landlord could accept delivery personally or through his representative, is contrary to the provisions of section 8, Act 4054, as amended by Rep. Act No. 34, which provides that "the division shall be made in the same place where the crop has been threshed and each party shall transport his share to his warehouse, unless the contrary is stipulated by the parties;" that the right of the landlord to dismiss the tenant before the expiration of the contract, if there be just and reasonable cause therefor in accordance with law, is in violation of the statute on the matter, because no tenant can actually be dismissed for any of the causes provided in section 19, Act 4054, "without the approval of a representative of the Department of Justice duly authorized for the purpose," as provided for in section 1, Rep. Act No. 44.

Appellant contends that there was no relationship of landlord and tenant between the parties during the agricultural year 1949-1950, because at the close of the previous agricultural year the only relationship between

the parties was that of lessor and lessee which expired on May 1949. The juridical character of the relationship between the appellant and the appellee should not be determined by the term used to describe such relationship. If the tenant is to work and cultivate the land himself and the harvest or produce is to be divided on proportional basis, the contract comes within the purview and scope of Act No. 4054,[1] the name, term or nomenclature given the contract by the parties to the contrary notwithstanding. And it being admitted by the appellant that he had allowed the appellee to work and cultivate temporarily the land until the contract of share tenancy be signed by the latter, the contract of share tenancy should not be deemed to have terminated and the further continuation or the expiration of such contract would depend upon whether the appellee was justified in refusing to sign the contract of share tenancy pro-offered to him by the appellant.

We hold with the Court of Industrial Relations that to make the tenant bear the cost of seedlings which ought to be borne share and share alike by the landlord and tenant is contrary to law.[2] To require the tenant to haul or pay for the transportation of the landlord's share in the harvest to his nearby barn or, if there be none, to the nearest provincial or municipal road where he could accept the delivery thereof personally or by means of a representative, is unfair and an additional burden imposed upon the tenant which justified his refusal to enter into such stipulation, because section 8, Act 4054, as amended by Rep. Act No. 34, provides that the division of the produce or harvest shall be made in the same place where the crop has been threshed and each party shall transport his share to his warehouse. The exception is when the tenant agrees to transport the landlord's share to any place which is precisely one of the reasons for the former's refusal to sign the contract.

We, however, disagree as to the interpretation given the stipulation found in paragraph 17 of the proposed contract of share tenancy. The stipulation does not authorize the landlord to dismiss the tenant before the expiration of the contract for any just and reasonable cause provided for in section 19, Act 4054, without the approval of a representative of the Department of Justice duly deputed for that purpose, as provided for in section 1, Rep. Act No. 44. The stipulation is a reiteration of the law on the point. Such stipulation would not authorize the landlord to dismiss the tenant for any just and reasonable cause before the termination of the contract of share tenancy without the approval by a representative of the Department of Justice duly authorized for that purpose.

The judgment and resolution appealed from are affirmed, with costs against the appellant.

Paras, C. J., Pablo, Bengzon, Tuason, Reyes, Jugo, and Bautista Angelo, JJ., concur.

[1] Section 7, Act 4054, as amended.

[1] Section 2, Act 4054 and section 3, Act 4054, as amended by Republic Act No. 34.

[2] Section 7, Act 4054, as amended, by Commonwealth Act No. 178 and Republic Act No. 34.

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