

VIRGINIA B. UICHANCO, EDUARDO LIM AND MERCEDES B. UICHANCO, PETITIONERS, VS. FIDEL GUTIERREZ, ETC., AL., RESPONDENTS.

G. R. No. L-20275-79. May 31, 1965

Ponente: BENGZON, C.J.

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BENGZON, C.J.:

Brought up on appeal from the Court of Agrarian Relations of the Fifth Regional District, Sta. Cruz, Laguna, these five cases involve one single issue: whether or not section 14 of Republic Act No. 1199, as amended, is constitutional.

Said section reads as follows:

"The tenant shall have the right to change the tenancy contract from one of share tenancy to leasehold tenancy and vice versa and from one crop sharing arrangement to another of the share tenancy. If the share tenancy contract is in writing and duly registered, the right to change from one crop sharing arrangement to another or from one tenancy system to another may be exercised at least one month before the beginning of the next agricultural year after the expiration of the period of the contract. In the absence of any registered written contract, the right may be exercised at least one month before the agricultural year when the change shall be effected." (As amended by Republic Act No. 2263)

According to the record,

The herein five respondents were, in the year 1960 and before—share tenants of the herein petitioners, who own 8 small rice farms in Calamba, Laguna. Pursuant to their verbal tenancy agreement, they shouldered the expenses of production and divided the harvest on a fifty-fifty basis. However, in the year 1960; the tenants demanded the conversion of their relationship from "share tenancy" to "lease-hold tenancy". They invoked the right granted by section 14 above quoted. The landowners opposed; so these five litigations ensued.

The Court of Agrarian Relations, following the provisions of the law, uphold the tenants' demand and rendered judgment accordingly.

In due time, the landowners appealed to this Court, tendering the single issue of the validity of statute hereinbefore copied. That law, they claimed, was unconstitutional because:

1. It interferes with the freedom of contract, and impairs contractual rights;
2. It deprives the landowner of his property in giving the tenant the right to impose a new legal relationship without his consent.

Their appeal was filed in September 1962; at that time, the question had not been resolved; in fact, a suit on the same issue pended before this Court (Juliano vs. Court of Appeals, G. R. No. L-17627).

However, in May 29, 1964, in L-19555[1] this Court rendered judgment upholding the Constitutional validity of

the statute. And we reiterated the same view in L-19750. July 17, 1964. [[2]]

It is unnecessary at this time to add to the reasons already explained in said two decisions. But referring to the circumstances in these litigations, we note that apparently the parties herein entered the verbal tenancy relationship in 1956, at the earliest, because the first harvest mentioned in the decision were those of October 1957.

Such being the case, it may be said that as the law then existing (sec. 14) gave the tenant the right to demand a leasehold arrangement in exchange for the share tenancy, that right should be deemed included in their contract of tenancy; and the landlord may now be heard to complain about interference with it or impairment thereof by the law. [[3]]

It may be noted, in passing, that the Land Reform Code, approved August 8, 1963, Republic Act 3844, abolished agricultural share tenancy (sec. 4) even as it reaffirmed the privilege of tenants [[4]] to elect the leasehold system.

On the basis of a leasehold system which it deemed established upon the tenants' demand, the Agrarian Court made a computation of rentals to be paid and distribution of the harvests—with facts and figures. We have been shown no error in its computation. The sole issue presented for our determination is validity of the law, which appellants assail on constitutional grounds. On that issue, consistently with our previous rulings, we have to uphold the legislative enactment.

Wherefore, the appealed decision of the Agrarian Court must be, and is hereby, affirmed. Without costs.

Bautista Angelo, Reyes, J. B. L., Barrera, Paredes, Regala, Makalintal, Bengzon, J. P. and Zaldivar, JJ., concur.

[1] Ramos vs. Court of Agrarian Relations.

[2] Macasaet vs. Court of Agrarian Relations.

[3] Law existing at time of contract governs its interpretation and application, U. S. vs. Conde, 42 Phil. 766; Cabauatan vs. Uy Hoo, 88 Phil. 103.

[4] In subsisting tenancy contracts.

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