

DOROTEO ONOFRE, ET AL., PETITIONERS, VS. HON. PASTOR P. REYES, ET AL., RESPONDENTS.

G. R. No. L-11968. December 29, 1959

Ponente: BENGZON, J.

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BENGZON, J.:

Review of a decision of the Court of Agrarian Relations.

On August 4, 1956, Doroteo Onofre and eight other tenants of Ramon Cabral, petitioned the said court to compel the landholder to agree to an alteration of their crop-sharing arrangement from 45-55 to 30-70. They rested the demand on section 14 of Republic Act No. 1199 which, for convenience, is herewith copied (as it stood then) [1].

SEC. 14. Change of System.—The tenant shall have the right to change the tenancy contract from one of share tenancy to the 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 is duly registered, the right may be exercised at the expiration of the period of the contract. In the absence of any written contract, the right may be exercised at the end of the agricultural year. In both cases the change to the leasehold system shall be effective one agricultural year after the tenant has served notice of his intention to change upon the landholder."

Opposing the petition, the landholder moved to dismiss alleging, (a) that under the last part of the section, the tenants may only go to court one agricultural year after they had served "notice of their intention to change upon the landholders"; and (5) that the tenants had not given such notice.

The tenants in reply asserted they had given notice; but later they argued that such notice was unnecessary, because they were not asking for change to the leasehold system, to which change the last part of section 14 applied. They explained to the court that they were merely requesting a change from one crop-sharing arrangement (45-55) to another (70-30). On this last issue, the matter was submitted to the court, and the latter ruled for respondent landowner, calling attention to the words "in both cases" which, in its opinion meant, first case, change from share tenancy to leasehold tenancy and second case, change from one crop sharing arrangement to another of the share tenancy. This petition, said the court, falls under the second case, and service of one-year notice is a condition precedent to any cause of action. Wherefore, it dismissed the petition.

The tenants appealed to this Court for revision. We think they are right. There was no need of one-year notice. There was not a change to the leasehold system.

The words "in both cases" in the last sentence of section 14 refer to the two preceding sentences; first, share contract in writing and registered; second, share contract not registered or verbal or implied. "Both cases" refer to share tenancy. The last part of the section must be interpreted to apply to instances where the tenants want a change from share tenancy to leasehold. This is not the situation before us, because there is no desire to adopt the leasehold system. Notice as required by the last part of the section is not a condition precedent.

In this connection, it may be stated that this section of the statute has recently been amended by Republic Act

2263, and it now reads as follows:

"SEC. 14. Change of System.—The tenant shall have the right to change the tenancy contract from one of share tenancy to lease-hold 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 is 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 exercise at least one month before the agricultural year when the change shall be effected."

Observe that this statute requires no previous one-year notice to the landlord or landholder. And it directs application of its provisions to cases (like this) pending in court at the time of its approval.[2]

Wherefore, finding prejudicial error in the lower court's decision, we hereby revoke it and order the return of the expediente for further proceedings not inconsistent with this opinion.

Paras, C. J., Padilla, Bautista Angelo, Labrador, Concepcion., Reyes, J. B. L., Endencia, Barrera, and Gutierrez David, JJ., concur.

[1] Amended later by Republic Act 2263.

[2] Sec. 22, Republic Act 2263.

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