

BERNARDINO MELENCIO, PETITIONER, VS. THE COURT OF INDUSTRIAL RELATIONS, ET AL., RESPONDENTS.

G.R. No. L-4286. April 30, 1952

Ponente: PARAS, C.J.

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PARAS, C.J.:

In 1934 the petitioner, Bernardino Melencio, entered into an oral contract of tenancy with the respondents, Belen Rivera, Eladio Rivera, Titay Lanuza, Juanita Rivera, Imelda Rivera, Caridad Rivera and Vicente Rivera, for the cultivation of a parcel of land belonging to the respondents, located in the barrio of Duhat, Municipality of Santa Cruz, Province of Laguna, and having an area of about thirteen hectares. Eleven hectares of the land is dedicated to the planting of rice, while the remainder is coconut land.

On May 27, 1949, the respondents filed with the Tenancy Law Enforcement Division, Department of Justice, a complaint praying that they be authorized to eject the petitioner on the ground that he had not paid in full the agreed annual rental of 140 cavanes of palay to the respondents. In the course of the investigation, the respondents invoked another ground for the petitioner's ejectment, namely, that the latter, without the respondents' consent, converted one hectare of coconut land into palay land and kept for himself all the produce thereof.

The Tenancy Division rendered a decision dated December 15, 1949, authorizing the respondents to eject the petitioner as tenant-lessee, after the close of the agricultural year, subject to the provisions of sections 21 and 22 of Act No. 4054, as amended. The contention of the respondents that the petitioner had defaulted in the payment of the stipulated rentals was overruled, and the decision was premised solely on the ground that the petitioner, since 1946, had dedicated one hectare of coconut land to the planting of palay and appropriated for himself the produce thereof. Upon appeal by the petitioner, the Court of Industrial Relations affirmed the decision of the Tenancy Division. The petitioner has filed the present petition to review on certiorari the decision of the Court of Industrial Relations.

The allegation of the respondents referring to the unpaid rentals, is now out of the question, since the Tenancy Division and the Court of Industrial Relations had ruled out the same and the respondents have not appealed. Our inquiry is limited to the alleged unauthorized conversion by the petitioner of one hectare of coconut land into rice-land. The petitioner admits that, from the year 1946, he planted palay on the spaces between the coconut trees growing on about one hectare of the land under his tenancy, and that he did not give any share of the palay produced on said portion to the respondents, because the latter's share in the coconut products was already excessive and because the petitioner considered the palay produced on said spaces merely as a side crop, the expenses of which the petitioner alone shouldered.

The theory of the Tenancy Division and the Court of Industrial Relations is that by planting rice on one hectare of coconut land in the manner admitted by the petitioner, without the consent of the respondents, the petitioner committed fraud and breach of trust, as he had no right to change the nature of the land held by him under tenancy. If there was in fact a conversion of the coconut land into palay land, the theory may be correct; but, in

our opinion, in view of the admission that the coconut trees on the coconut land have never been cut or removed and that the petitioner merely planted rice on the spaces between the trees, no conversion actually took place.

The existence of the coconut trees on the land preserves its character as coconut land. While the petitioner failed to obtain the previous consent of the respondents to the planting of palay on the spaces, this may be attributed to an honest misconception of the law or to a misunderstanding of his tenancy relations that led him to believe in good faith that he could raise palay on said spaces as a side crop. In this case there is no evidence tending to show the amount of palay harvested by the petitioner from the coconut land in question, but it is fair to suppose that palay would not thrive thereon, in view of the existence of the coconut trees which naturally place the ground below mostly under shade.

We would not in this case take so shortsighted and strict a view as to penalize in effect industry and zeal for more production on the part of the tenant. Rather, we would encourage him to utilize in full the land under his cultivation in a manner, of course, that is equally just to the owner. Hence we are constrained to hold that there is no sufficient ground for the ouster of the petitioner, although he should be prohibited from hereafter planting palay on the coconut land without first obtaining the consent of the respondents.

The appealed decision is therefore reversed, and the complaint for the ejectment of the petitioner filed by the respondents before the Tenancy Law Enforcement Division, Department of Justice, is hereby dismissed, it being understood that the petitioner is prohibited henceforth from planting palay on the coconut land without the previous consent of the respondents. So ordered without costs.

Feria, Pablo, Bengzon, Padilla, Tuason, and Jugo, JJ., concur.

DISSENTING

BAUTISTA ANGELO, J.:

I dissent from the opinion of the Majority that petitioner did not commit fraud and breach of trust when he planted rice on one hectare dedicated to coconut land without the consent of respondents and without giving them any share of the products since the agricultural year 1934.

The evidence shows that petitioner and respondents entered into a contract of tenancy whereby the former undertook to cultivate, on rental basis, a portion of land belonging to the latter with an area of thirteen hectares, more or less, eleven hectares of which is devoted to the cultivation of palay and the remainder to coconut trees. The contract was entered into in 1934, under the condition that the tenant would pay the owners 140 cavans of palay per annum for the rice land, and 80 per cent of the products for the coconut land. Originally, the respondents brought this case to the Court of Industrial Relations complaining over the fact that petitioner has failed to comply with the conditions of his tenancy agreement in that he had defaulted in the payment of the rentals agreed upon since the agricultural year 1934-1935, or practically since the inception of the contract, and only during the investigation of this case, through the admission of petitioner himself, that respondents had come to know that petitioner had converted almost one hectare of the portion of land dedicated to the cultivation of the coconut trees. For this reason this act of petitioner was made as an additional ground to support the request of the respondents that they be allowed to terminate their tenancy agreement with him. This act was found both by the Tenancy Law Enforcement Office as well as by the Court of Industrial Relations as a fraud and a breach of trust committed against the respondents by petitioner for having done something contrary to their agreement and for having appropriated to himself all the products of the portion of the coconut land he has converted since 1934. This action of the aforesaid government agencies is, in my opinion, correct and should be sustained.

When the respondents agreed to charge only a rental of 140 cavans of palay for the portion dedicated to the cultivation of rice excluding therefrom the two hectares devoted to coconut trees, it must be because they wanted to preserve the two hectares of land exclusively for the cultivation of coconut trees. Had they known that a portion of the coconut land would be devoted to the planting of rice, respondents would not have agreed to merely charging 140 cavans of palay as rental but would have demanded a corresponding rental for the increase. If they have not done so, it must be for some reason, which cannot be other than that they wanted to preserve intact the coconut land in the belief that to plant other agricultural products between the coconut trees may have an adverse effect on the normal growth and development of said trees. The act of petitioner is more reprehensible when we consider that he did the conversion not only without the consent of the owners but appropriating to himself all the benefit of the additional crop.

The claim that he planted rice in the spaces existing between the coconut trees merely as a side-crop is untenable for the simple reason that a side-crop can only mean a crop other than the main crop, or crop produced by minor industries such as garden, poultry, vegetables and the like. Here the main crop being rice, it stands to reason that the same cannot be considered as a side-crop.

While the tenancy law has been approved to promote and protect the interest of the tenants, we should not also lose sight of the rights of the landlord. It is good and wholesome to improve the lot of the tenants to promote their welfare and happiness. But this should not be done at the cost of the landlord. When the rights of the landlord are ignored through fraud or dishonesty, as in this case, it is but fair that we give to the landlord the protection he deserves. Here it appears proven that the petitioner has taken advantage of respondents for many years, let alone the other acts of misconduct he has committed which have given rise to this complaint, and all this justifies the plea of respondents that they be allowed to terminate their tenancy relations with him. It is for this reason that I dissent from the opinion of the majority.

Montemayor, and Reyes, JJ., concur.

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