

**AGAPITO TRIA, ANGELA INFANTE AND ABUNDIO LAGANTE,
PETITIONERS, VS. PEDRO ZABALLA AND HON. PASTOR P. REYES,
ASSOCIATE JUDGE, CAR, RESPONDENTS.**

G.R. No. L-14397. December 28, 1961

Ponente: BENGZON, C.J.

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BENGZON, C.J.:

This is an appeal from the decision of the Court of Agrarian Relations, dated August 21, 1958, ordering herein petitioners to reinstate above respondent Pedro Zaballa to the landholdings in question and to pay damages.

On May 3, 1957, Pedro Zaballa filed against Agapito Tria, Angela Infante and Abundio Lagante, with the Court of Agrarian Relations, a petition praying for reinstatement as the tenant of the landholdings described therein[1], and for liquidation of harvest and damages. Zaballa alleged that in May, 1956, he became the tenant for Agapito Tria of the said holdings and that on December 7, 1956, he was unlawfully dispossessed thereof by said Tria, Infante and Lagante. Denying the material allegations of the petition, the latter averred that their arrangement was, Zaballa would cultivate the said land only during Lagante's illness.

The court a quo held that Zaballa became the lawful tenant of the holdings when Lagante, on account of his illness, delivered the same to him with the consent of the owner; and that being a tenant, Zaballa could not be dispossessed thereof except on the grounds provided by law and only upon authority of the court.

The present petition for certiorari urges error in the aforesaid decision. In particular, it charges the respondent court with grave abuse in the exercise of judicial discretion, (1) in reinstating Zaballa despite the finding that Lagante was the original tenant, and thereby virtually ejecting the latter; (2) in interpreting the agreement between Zaballa and Lagante as a surrender of the latter's tenancy and (3) in holding that the retaking of the land by above petitioners after the harvest of November, 1956, pursuant to their agreement, was unlawful.

Respondent Zaballa did not file a brief. He merely submitted a memorandum seeking the dismissal of the instant petition for certiorari on the ground that the issues raised refer to pure questions of fact.

In the lower court, respondent Zaballa tried to prove that he was a tenant of the land in question; above petitioners, however, pursued a denial of such relationship. Upon evaluation and consideration of the evidence adduced during the trial, the respondent judge found, as established, the following:

"It appears from the evidence that the landholdings in question were originally farmed by Abundio Lagante. Sometime in June, 1956, Pedro Zaballa, accompanied by Francisco Sta. Ana, approached said Abundio Lagante, who was sick at the house of Agapito Tria, and in the presence of the latter, manifested his desire to cultivate the same. Being incapacitated to work, Abundio Lagante acceded to Pedro Zaballa's request. Thus, Pedro Zaballa worked and cultivated Abundio Lagante's landholdings, furnishing all the items of production except the land with the agreement to divide the harvest on the sharing ratio of 50-50. During his farmwork, he

came to know of his rights and obligations under the New Tenancy Law and realizing that he was not receiving his rightful share, he sought the advice of the Agricultural Tenancy Commission. Acting on his complaint, said Commission investigated his case. While his complaint was thus being investigated, particularly on December 15, 1956, Abundio Lagante accused Pedro Zaballa of grave threats in the Justice of the Peace Court of Buhi, Camarines Sur resulting in the latter's detention in jail. Said case was, however, dismissed. In November, 1956, while petitioner was detained in jail, Abundio Lagante entered the landholdings, gathered the crops and divided the 56 cavans harvested on the agreed 50-50 sharing basis, Abundio Lagante got the landholder's share and in turn delivered same to Agapito Tria. Thereafter, Abundio Lagante took back the landholdings to question from petitioner and placed his brother, Rosendo Lagante, to work therein."

We need not emphasize that the above findings of the respondent court are binding upon us, especially in this case where substantial evidence supports the same. The conclusion, however of the lower court on the question whether or not, Pedro Zaballa became a tenant under the law, under the proven circumstances constitutes a matter worthy of judicial inquiry.

Petitioners expound their theory thus:

Abundio Lagante, the original tenant of the said land ceded to Pedro Zaballa the cultivation of the same only for the period that the former was sick. The cession is conditioned on the illness, which was temporary. Under Sec. 9, Republic Act No. 1199, a tenancy relationship with the owner may be extinguished only by voluntary surrender of the holding, by death or incapacity of the tenant. The cession cannot fall under any of the enumerated causes for extinguishing, said relationship (between the original tenant Lagante, and the owner Tria[2] because: (a) the agreement was only between Lagante and Zaballa and therefore not the surrender mentioned in the law which refers to surrender to the owner; (b) the cession was only temporary, it being conditioned upon the illness, which was not permanent. The taking over of the landholdings partake more of the nature of a sub-tenancy relationship which is not prohibited by law, in cases of illness or any temporary incapacity of the original tenant as provided in Sec; 24(1) Republic Act No. 1199.

Considering that petitioner Lagante was the original tenant, and as such was entitled to security of tenure, the question is, did he voluntarily terminate his relationship with the owner or did he relinquish his rights thereto, when, while sick, he acceded to Zaballa's offer to cultivate the land? Did such act constitute any of the legal grounds for extinguishing the tenancy relationship i.e., surrender of the holdings by, or incapacity of, the tenant?

On the one hand, it may be that the mere presence of the landowner (Tria) during the said agreement, should not be interpreted as his consent to the termination of the relationship with the original tenant or as a surrender to him of the land. The agreement, it may be said, is susceptible of being construed as a contract of sub-tenancy between Lagante and Zaballa primarily, because they were the immediate parties thereto. On the other hand., it may also be that because Lagante was entrusted with the care and custody of Tria's interest, including those in his lands Lagante's agreement with Zaballa may be viewed as that of a representative of the principal and therefore binding on the owner, who was present; more so in this case where it has not been clearly shown that the agreement was only for the time that the original tenant was sick.

There are circumstances which, like the trial judge, we consider relevant to the issue;

"(a) during Zaballa's farmwork, he came to know his rights and obligations under the New Tenancy Law, and realizing that he was not receiving his rightful share, he sought the help of the Agricultural Tenancy Commission and acting on his complaint, said Commission investigated his case";.

"(b) while his complaint was being investigated, Abundio Lagante accused Pedro Zaballa of grave threats in the Justice of the Peace Court of Buhi" (but the complaint was dismissed.)

As reasonably deduced by the lower court, "visibly annoyed" by Zaballa's complaint against Tria with the Agricultural Commission, Tria and Lagante decided to deprive him of 'the landholdings. It may be safely intimated therefore that had Zaballa kept his peace, there would have been no attempt to eject him from the land on the theory of "temporary" tenancy.

In support of the lower court's conclusion that Zaballa became a permanent tenant of the said landholdings, we also observe that had there been a contrary intention at the inception of the agreement, Lagante, or Tria, or both of them could have stressed to Zaballa that his right to work in the land would only be for the duration of Lagante's illness or only for that agricultural year. In the absence of such reservation, the new tenancy extinguished the old relationship between Lagante and Tria because of the former's incapacity. As stated, a new tenancy relationship arose between Tria and Zaballa.

In view of the foregoing and there being no other issue raised by petitioners, the decision appealed from is affirmed, with costs against them.

Padilla, Bautista Angelo, Labrador, Concepcion, Reyes, J.B.L., Barrera, Paredes, Dizon, and De Leon, JJ., concur.

[1] In Buhi, Camarines Sur.

[2] The other respondent, Angela Infante, is his wife.

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