

**ERIBERTO DEL ESPIRITU, PLAINTIFF AND APPELLANT, VS.  
DOMINGO Q. DAVID, DEFENDANT AND APPELLEE. ERIBERTO DEL  
ESPIRITU, PLAINTIFF AND APPELLANT, VS. MAXIMINO TORRES,  
DEFENDANT AND ...**

*G.R. Nos. L-13135-36. May 31, 1961*

Ponente: CONCEPCION, J.

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**CONCEPCION, J.:**

Appeal from a decision of the Court of First Instance of Pampanga, dismissing the above entitled cases, with costs against the plaintiff and without prejudice to the filing of the proper action in the Court of Agrarian Relations. The appeal is before us, the only issue for determination therein being that of jurisdiction of the lower court over the subject matter of these cases.

The same were begun separately in the Justice of the Peace Court of Bacolor, Pampanga, on January 26, 1954. The plaintiff in both is Eriberto del Espiritu, whereas the defendant in case L-13135 is Domingo Q. David and the defendant in case L-13136 Maximino Torres. The complaints in both cases are for the recovery of sums of money allegedly due from each of the defendants, as follows:

Domingo Q. David—

- (1) May 12, 1952, for the repair of his house P50.00
- (2) June 12, 1952, for the purchase of carabao 250.00
- (3) July 16, 1952, cost of firewood 13.00
- (4) August 18, 1952, amount paid for his medical care 10.00
- (5) September 6, 1952, cost of one cavan of rice (wagwag) 35.00

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Total P358.00

Maximo Torres—

- (1) June 15, 1952, for the purchase of carabao P320.00
  - (2) July 15, 1952, cost of one cavan of rice (wagwag) 35.00
  - (3) August 5, 1952, cost of 4-1/2 cavan of palay 63.00
  - (4) September 6, 1952, cost of one cavan of rice (wagwag) 35.00
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Total P453.00

The defendants moved to dismiss said complaints, upon the ground, inter alia, of lack of jurisdiction over the subject matter, but the justice of the peace court denied the motion. Thereupon, defendants filed their respective answers, denying their alleged indebtedness and insisting on said lack of jurisdiction. After due trial, or on March 6, 1954, said court rendered separate decisions, for the plaintiff and against the defendants, who appealed to the Court of First Instance of Pampanga, and filed therein, on March 26, 1954, a joint motion to dismiss the two (2) cases for want of jurisdiction over the subject matter. Action thereon having been deferred, upon the ground that the reason relied upon by the defendants was not indubitable, the latter filed on April 21, 1955, their respective answers. Subsequently, the two cases were jointly heard and plaintiff introduced her evidence on defendants' alleged debts. The evidence for the defense was, in turn, limited to establishing that plaintiff's relationship with the defendants was purely that of landlord and tenants, which plaintiff eventually admitted. In due course, on August 7, 1957, the Court of First Instance rendered the aforementioned decision, upon the ground that "the loans or advances granted to each of the herein defendants were utilized to meet the expenses of cultivation of their crops" and that, even if not granted in connection with the cultivation, planting and harvesting of said crops, plaintiff's actions for the recovery thereof are cognizable by the Court of Agrarian Relations. Plaintiff appealed directly to the Supreme Court because the only issue to be raised therein will be legal.

In her brief, she maintains that the lower court erred in finding itself without jurisdiction to hear these cases and in holding that the same are within the exclusive jurisdiction of the Court of Agrarian Relations, because the loans in question, she says, were not utilized by the defendants to meet the expenses of cultivation of their crops; because the Court of Agrarian Relations did not exist when these cases were begun in the justice of the peace court of Bacolor; and because said defendants had, by their acts, voluntarily submitted themselves to the jurisdiction of the Court of First Instance of Pampanga.

As regards plaintiff's claim that the amounts lent by her to defendants herein were not utilized by them to meet the expenses of cultivation of their respective crops, it should be noted that the loans, allegedly made in 1952, were subject to the provisions of the Philippine Rice Tenancy Act, as amended, section 14 of which reads:

"Once the accounting is made, any amount of money which the landlord have advanced to the tenant as expenses of cultivation or for his own private use, as well as any amount of grain or agricultural products advance for his support and that of his family shall be paid by the tenant out of his share except fifteen per centum of same which is hereby exempt from landlord's lien \* \* \*." (Italics supplied.)

Again, the Agricultural Tenancy Act regulates "all loans or advances obtained by the tenant from the landholder," not only "in connection with the cultivation, planting, harvesting and other incidental expenses for the improvement of the crop planted", but, also, all "loans or advances for the subsistence of the tenant and his family" (Rep. Act No. 1199, section 15), and "all cases involving \* \* \* the settlement \* \* \* of disputes arising from the relationship of landholder and tenant"—such as those occasioned by said loan or advances—are under the "exclusive jurisdiction" of the court therein mentioned (section 31), whereas, pursuant to the Act creating the Court of Agrarian Relations, the same "shall have \* \* \* exclusive jurisdiction over the entire Philippines, to consider, investigate, decide and settle all questions, matters, controversies or disputes involving all those relationships established by law which determine the varying rights of persons in the Cultivation and use of agricultural land where one of the parties works the land". (Rep. Act No. 1267, section 7.)

In the cases under consideration, it is obvious that the alleged debt of the defendants for the purchase of their respective carabaos, is connected with the "cultivation, planting, harvesting and other incidental expenses for the improvement of the crop planted." Plaintiff's testimony to the effect that defendant Torres had resolved his carabao is insufficient to place the loan for its purchase beyond the purview of the above mentioned provisions of

our tenancy laws, not only because plaintiff's testimony is hearsay, but, also, because said alleged sale does not necessarily show that Torres did not intend to use the carabao in the land cultivated by him, when he bought said animal. One may buy a carabao, use it and then dispose of it. In fact, in a decision of the Court of Industrial Relations, dated June 11, 1954, in Case No. 4596-R thereof—brought by defendants herein, together with three other persons, against herein petitioner, for the liquidation of their harvest as tenants of the latter, which decision is already final and executory—it was held that herein defendants "shouldered the expenses of cultivation and furnished the labor, work animal and farm implements \* \* \* (Exhibit 2).

Similarly, the alleged debt of defendant David for the "repair of his house", the "cost of firewood", his "medical care" and the "cost of one cavan of rice", as well as the alleged accounts of defendant Torres, for two cavan of rice and 4½ cavan of palay, are obviously, for the "subsistence" of said tenants and their respective families, all of which are covered by said sections 15 and 31 of Republic Act No. 1199, and section 7 of Republic Act No. 1267. Consequently, these litigations are within the exclusive jurisdiction of the Court of Agrarian Relations.

It is true that when the present actions were instituted in the justice of the peace court on January 26, 1954, the Court of Agrarian Relations did not exist as yet. However, these cases were pending in the Court of First Instance when Republic Act No. 1199 was approved on August 30, 1954. Pursuant to our decision in *Mendoza vs. Manguiat* (96 Phil., 309; 51 Off. Gaz., 137), the court thereupon lost its jurisdiction over the subject matter of these controversies. Said action involved a tenancy case, filed by a landlord against his tenant, in the Municipal Court of Lipa City on October 31, 1953, before the approval of Republic Act No. 1199. The tenant moved to dismiss the complaint upon the ground that the said court had no jurisdiction to hear the case and that the same was within the competence of the Court of Industrial Relations. The motion having been denied, the tenant brought the matter to the Supreme Court to enjoin the Municipal Judge of Lipa City from taking cognizance of the case. We granted the writ of prohibition prayed for, upon the ground that:

"\* \* \* on August 30, 1954, Republic Act No. 1199 entitled 'An Act to Govern the Relations between landholders and Tenants of Agricultural Lands (Leasehold and Share Tenancy)' has been approved. This law governs the relations between landlord and tenant in all kinds of agricultural lands. It repeals C.A. No. 454, known as the Rice Share Tenancy Act, and C. A. No. 461. The provisions of the Act are made to apply to all kinds of agricultural lands, whatever may be their nature or character, whether rice, sugar, corn or coconut, and as all controversies between landlord and tenant are placed within the jurisdiction of the Court of Industrial Relations, so any controversy between landlord and tenant, or owner and lessee falls under said court's jurisdiction.

"So that at the time of the institution of the tenancy case in the municipal court of Lipa City on October 31, 1953, said court, therefore, still had jurisdiction to try the case, inasmuch as no law on tenancy had yet been passed governing citrus lands; the case was not yet cognizable by the Court of Industrial Relations, a court of special jurisdiction. But, upon approval of Republic Act No. 1199, the relation between the landowner and the tenant of the citrus land fell under the regulatory provisions of the Act; as a consequence, the power of the municipal court to try and decide the case was revoked and transferred to the Court of Industrial Relations. The jurisdiction that was terminated is one over the subject-matter (not like the power in a criminal case to try the case by virtue of the fact that the place where the offense committed was within the territorial limits of the court's jurisdiction). The said case should, therefore, be, as it hereby is dismissed, and the plaintiff therein directed to file his action in the Court of Industrial Relations." (Italics supplied.)

Furthermore, the hearing of these cases, for the reception of evidence, took place on October 2, 1956 and January 31, 1957, after the creation of the Court of Agrarian Relations by Republic Act No. 1267, approved on June 14, 1955. Pursuant to section 7 of said Republic Act No. 1267, as amended by section 5 of Republic Act No. 1409, approved on September 9, 1955, "actions pending in the Court of Industrial Relations upon the approval of this

Act which are within the jurisdiction of the Court of Agrarian Relations, shall be transferred to, and the proceedings therein continued in, the latter court". Inasmuch as the present cases should have been dismissed by the Court of First Instance, in order that the parties could litigate their dispute in the Court of Industrial Relations, and should have been pending in the latter court on September 9, 1955, it follows that the Court of Agrarian Relations had exclusive jurisdiction to hear and settle said dispute before the rendition of the decision appealed from.

With respect to defendants' alleged voluntary submission to the jurisdiction of the court of first instance, which is not a fact, suffice it to say, that jurisdiction over the subject matter is determined by law and cannot be conferred by the will of the parties.

Wherefore, the decision appealed from is hereby affirmed, with costs against plaintiff-appellant. It is so ordered.

Bengzon, C.J., Bautista Angelo, Labrador, Reyes, J.B.L., Paredes, Dizon, De Leon, and Natividad, JJ., concur.

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