

GARCIA SAMSON, PLAINTIFF AND APPELLANT, VS. RAMON ENRIQUEZ AND FERMIN FILOTEO, DEFENDANTS AND APPELLEES.*G.R. No. L-15264. December 22, 1961*

Ponente: PADILLA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/a0ecc7a24ef6/>**PADILLA, J.:**

On 24 June 1955 Garcia Samson filed in the Municipal Court of Zamboanga City a verified complaint against Ramon Enriquez and Fermin Filoteo for recovery Of possession of Lot No. 422, a parcel of land situate in Zamboanga City, for collection of P1,150 as actual and moral damages, P250 as attorney's fees, and the costs, and for other just and equitable relief. At the same time the plaintiff applied for a writ of preliminary injunction to enjoin the defendants from disturbing his possession of the parcel of land, cultivating and planting palay therein. In support of his complaint and application the plaintiff alleged that sometime in 1913 he and Jose Borja, now deceased, in his own behalf and as attorney-in-fact (apoderado general) of his co-owners, entered into a contract of tenancy (contrato de aparceria) whereby, for and in consideration of 25 cavanos of palay payable annually by him to the owners of the parcel of land, he was allowed to take possession of and cultivate and plant palay in the said parcel of land; that from 1913 until 13 April 1955 he had been in peaceful possession of the parcel of land; that on 13 April 1955 the defendants, by means of force, intimidation, threat, strategy or stealth, entered upon the parcel of land, and deprived him of its possession; that on 13 and 23 April and 2 and 3 June 1955 the defendants cut and destroyed two bamboo groves he had planted in the parcel of land thereby causing him damage in the sum of P150; that the defendants have refused and failed to restore to him the possession of the parcel of land thereby causing him damage in the sum of P1,000; that unless restrained the defendants would continue molesting and depriving him of the possession of the parcel of land; and that by reason of the defendants' illegal acts he had been compelled to engage the services of counsel for the protection of his right and the redress of the wrong committed against him, for which he had to pay P250 (civil No. 435).

On 14 July 1955 the defendants answered the complaint denying the plaintiff's material averments and setting up the following special defenses: that the plaintiff had no written contract with the owners of the parcel of land and had never acquired possession thereof; that the plaintiff was a mere cropper in the parcel of land whose right to stay therein and share in its harvest lasted only from the planting to the harvesting of the crop or on a year to year basis; that Jose Borja, who was married to one of the co-owners, was not and had never been in charge of the parcel of land but Fermin Filoteo to whom the plaintiff as a cropper had paid the "abono" (rental or share) of the land; that sometime in March 1955 the defendant Filoteo notified in writing the plaintiff terminating his services as a cropper and engaged the services of the defendant Ramon Enriquez in his place; that, without the knowledge and consent of the defendants, the plaintiff and others, with whom he had agreed, worked on the parcel of land as croppers for the last two agricultural years, the plaintiff receiving from those with whom he had dealt 50% of the harvest of the parcel of land and in turn paying to the defendant Filoteo 25 cavanos of palay a year as nabono" (rental or share) of the land; and that the plaintiff had never made any permanent improvement on the parcel of land which is in the same state as it had always been, a great part of it being planted to rice and the rest still remaining undeveloped. As counterclaim the defendants alleged that as a result of the malicious institution by the

plaintiff of a clearly unfounded suit, they suffered "mental torture, anguish and moral shock," for which they should be indemnified by way of moral damages in the sum of P2,000, and had to engage unnecessarily the services of counsel to defend them in this suit, for which they had to pay him P300 as attorney's fees.

On 22 July 1955 the Municipal Court dissolved the writ of preliminary injunction it had theretofore issued upon the filing by the defendants of a counterbond in the sum of P1,500.

On 25 October 1955 the defendants moved to dismiss the plaintiff's complaint on the ground of lack of jurisdiction and failure to state a cause of action. In support of the first ground the defendants contended that the plaintiff's alleged right to possess the parcel of land being based upon a contract of tenancy (*contrato de aparceria*), which involves a system of cultivation, the Court of Agrarian Relations, pursuant to Republic Act No. 1267, is amended, and not the Municipal Court, has jurisdiction of the case. Moreover, the Municipal Court is without jurisdiction to hear and determine a case that involves an interpretation of the contract referred to by the plaintiff. In support of the second ground the defendants maintained that upon the death of Jose Borja, who alleged had entered into a contract of tenancy (*contrato de aparceria*) in his own behalf and in behalf of his co-owners, the agency or authority granted him by his co-owners was terminated and, consequently, the contract entered into by and between him and Jose Borja was also terminated. Furthermore, the plaintiff was a mere cropper who did not acquire possession of the parcel of land and could not maintain an action of forcible entry against the defendants. Besides, granting that he had a right to possess the parcel of land his alleged contract not having a fixed period, the same was on a year to year basis and expired at the end of each and every agricultural year.

After hearing, on 12 May 1956 the Municipal Court rendered judgment holding that a tenancy relation existed between the plaintiff and the defendants and that their controversy involved a system of cultivation of an agricultural parcel of land and for that reason declaring itself without jurisdiction over the case. It transmitted the case to the Court of Agrarian Relations pursuant to section 7 of Republic Act No. 1267, as amended. On 10 January 1957 the Municipal Court, upon the suggestion of the Court of Agrarian Relations to act on the defendants' motion to dismiss filed on 25 October 1955 dismissed the plaintiff's complaint.

On 31 January 1957 the plaintiff appealed to the Court of First Instance of Zamboanga. On 20 February 1957 the defendants informed the Court of First Instance that they are reproducing and refiling the answer and motion to dismiss filed in the Municipal Court on 14 July 1955 and 25 October 1955 and objected to the Court of First Instance taking cognizance of the case in the exercise of its original jurisdiction.

On 9 November 1957 the Court of First Instance entered an order holding that the case is for forcible entry over which the Municipal Court has jurisdiction to hear and determine and remanding the case to it.

On 20 March 1958 the Municipal Court rendered judgment holding "that the plaintiff have (has) proven with preponderance of evidence that he is entitled to the possession of the parcel of land in question and subject of the present action for Forcible Entry and Detainer" and ordering—

* * * the defendants to vacate the parcel of land, Lot No. 422 of Expediente No. 8571 and deliver possession of the said Lot 422, Expediente No. 8571 to the plaintiff; to pay to the plaintiff actual damage of Five Hundred Pesos (P100.00), value of the palay which the plaintiff failed to realize when he was dispossessed of the parcel of land which he was working, planting the same with palay yearly from the time he was deprived of its possession of April 13, 1955 by the defendants; to pay to the plaintiff attorney's fee of One Hundred Pesos (P100.00), and to pay the costs of the action. The writ of preliminary injunction is hereby declared final. The counterclaims of the defendants which they failed to prove is hereby ordered dismissed.

On 30 June 1958 the defendants appealed to the Court of First Instance of Zamboanga and on 15 July 1958 moved

to dismiss the plaintiff's complaint on the ground that it does not state a cause of action because he was a mere cropper, a laborer tilling a part of the parcel of land without acquiring possession thereof, and could not maintain an action in Court against its owner for forcible entry; and that the Court of First Instance, originally or on appeal, has no jurisdiction of then case because the case is between landlord and tenant involving a system of cultivation under the Tenancy Act, Republic Act No. 1199, as amended, which properly falls within the jurisdiction of the Court of Agrarian Relations. On 6 August 1958 the Court. of First Instance entered, an order holding that the plaintiff was a mere cropper who tilled the parcel of land but did not divest the owners thereof of their right to enter and take possession of it; that if the plaintiff insists that he has a right to possess the parcel of land by virtue of a contract of tenancy (contrato de aparceria) the proper Court from which he could seek redress is the Court of Agrarian Relations; and that the Court of First Instance has no jurisdiction of the: case, and dismissing the appeal.

The plaintiff has appealed to this Court on the question of jurisdiction only.

The complaint filed in the Municipal Court avers—

2. Que allá por el año 1913, el Sr. José Borja, hoy finado, por sí y en representación de todos los condueños, como apoderado general de estos, del Lotê No. 422, del Expediente No. 8571, otorgó con el aquí demandante un contrato de aparencia, cadiento de éste el Lote No. 422, siendo aun parte inculto, para barbechar y hacer sementera, bajo las siguientes condiciones, a saber:

a) Que el demandante se barbechará el Lote No. 422 del Expediente No. 8571, haciendole aproposito para la siembra de palay, por cuenta y riesgo del aqui demandante;

b) Que los animales de labor y aperos de labranza que se han emplear en barbechar dicho terreno, Lote No. 422, Serân también por cuenta y riesgo del demandante; y

c) Que anualmente, al recolectar la cosecha de palay, el demandante tendrá que pagar al apoderado general, Sr. José Borja y condueños de dicho lote, VIENTE Y CINCO CAVANES (25) DE PALAY, limpios seco y vendible.

He alleges unequivocally that he is entitled to the possession of the parcel of land under a contract of tenancy (contrato de aparceria). Such being the case the Court of Agrarian Relations has jurisdiction of the case.

The order appealed from is affirmed, without pronouncement as to costs.

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

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