

SERAFIN G. DAVID, ET AL., PETITIONERS, VS. THE HONORABLE JUDGE JOSE M. SANTOS, ET AL., RESPONDENTS.*G. R. No. L-13712. September 30, 1959*

Ponente: BAUTISTA ANGELO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/a6f2053bfa80/>**BAUTISTA ANGELO, J.:**

Simeon Villanueva, et al., twenty-eight (28) in number, tenants of Hacienda Galvan, situated in Guimba, Nueva Ecija, filed a petition with the Court of Agrarian Relations praying for authority to choose a rice thresher to thresh their harvest during the agricultural year 1957-1958, paying a fee of 3½%, and to charge reaping expenses at 10% on the whole produce making as respondents Serafin David, lessee of the hacienda, and Pedro David, his overseer.

Respondents opposed the petition alleging, among other things, that they had entered into a contract with one Amando de Guzman to thresh their palay harvest for the agricultural year 1957-1958 charging a threshing fee of 4% on condition that De Guzman shall allow the use of his tractor or bulldozer to level down the dikes of the hacienda and to pump water from the river to irrigate the land in case of drought, which contract was entered into with the conformity of petitioners, and that the reaping fee of 10% being claimed by petitioners is exorbitant and unreasonable.

After the parties had submitted a partial stipulation of facts and additional evidence in support of their contentions, the court rendered decision granting the authority requested and ordering that the reaping fee that may be charged in the liquidation of the present crop shall be 10% of the gross produce. Respondents interposed the present petition for review.

It appears that Serafin David is a lessee of Hacienda Galvan comprising the adjacent barrios of Partida, San Agustin and Escaño, Guimba, Nueva Ecija. Pedro David is his overseer. The hacienda consists of 517 hectares. There are 150 tenants working thereon, 28 of whom are the petitioners whose landholdings lie within the barrio of San Agustin.

Sometime in June, 1957, which was the beginning of the agricultural year 1957-1958, respondents entered into an agreement with Amando de Guzman whereby the latter agreed to thresh the palay harvest of the entire Hacienda Galvan for that agricultural year charging a fee of 4% on condition that he would allow the use of his tractor or bulldozer to level down the dikes of the hacienda and pump the water from the river to irrigate the same during dry season without any extra charge except the cost of crude oil that may be used and the salary of the operator. In October, 1957, the tractor of De Guzman was actually used to pump water to irrigate the land worked on by petitioners.

After the crop was harvested, it was stacked into mandalas ready to be threshed. Petitioners requested respondents on various occasions to have the crop threshed in order to prevent the damage it may suffer due to long exposure if not immediately threshed, informing them at the same time that they have already selected a rice thresher who was willing to thresh the crop at the rate of 3½% as threshing fee, but respondents did not agree to such selection alleging that they had already contracted the services of De Guzman to do the job. Because of this refusal,

petitioners initiated the present proceedings.

The issues to the determined are: (1) Has the agrarian court acted correctly when it authorized the tenants to choose their own rice thresher charging a fee of 3½% under the facts obtaining in this case?; and (2) Was its ruling that respondents should pay a reaping fee of 10% to the tenants justified?

The law invoked by the agrarian court in making its adjudication as regards the first issue is Section 36 of Republic Act No. 1199, which in part provides:

"SEC. 36. Further Rights of the Tenant.—In addition to the provision of Section twenty-two, the tenant shall have the right to:

* * * * *

"2. Choose the thresher which shall thresh the harvest whenever it is the best available in the locality and the best suited to the landholder's and tenant's needs and provided the rate charged is equal to or lower than the rate charged by the owner of other threshers under similar circumstances: Provided, further, That in cases where there are more than one tenant the selection of the majority of the tenants shall prevail: Provided, finally, That if the landholder is the owner of a thresher and is ready and willing to grant equal or lower rates under the same conditions, the use of the landholder's thresher shall be given preference."

It appears that generally a tenant is given the right to choose the thresher of his harvest whenever one is available in the locality who is willing to charge a rate equal or lower than the rate charged by other threshers under similar circumstances. If there is more than one tenant, then the choice is given to the majority. But if the landowner has a thresher of his own and is willing to charge equal or lower rates, he shall be given the preference. Here respondents do not have a thresher of their own. so much so that they had to enter into a contract with Amando de Guzman to thresh the harvest in question. Here, also, there is more than one tenant involved as in fact petitioners are 28 in number. The question that now arises is: Do petitioners form the majority of the tenants to entitle them to choose their own thresher within the purview of the law?

Respondents contend that they (petitioners) do not form the majority in contemplation of law because there are 150 tenants working in the Hacienda Galvan and only 28 of them have signified their desire to make the choice. The tenants, on the other hand, sustain the contrary view contending that in barrio San Agustin where they are working, there are only 41 tenants in all of which 28 form the majority, and so they are entitled to make the choice under the law. This contention of the tenants was upheld by the agrarian court, making on this point the following comment: "While it is true that Hacienda Galvan comprises the barrios of San Agustin, Partida I and Escaño, it should be noted that the set of tenants for each of said barrios act independently of each other as regards their tenancy affairs with petitioners As a matter of fact, CAR Case No. 32-Nueva Ecija '56, a tenancy case which involved most of the parties to this case and wherein a reaping fee of 5% plus 2% for miscellaneous expenses were fixed in the amicable settlement of the parties (See Annex 'A' of Annex 'B' of petition, involved tenants only at San Agustin, Guimba, Nueva Ecija."

We are not inclined to agree to this ruling. It must be noted that Hacienda Galvan is one compact mass of land consisting of 517 hectares which is owned by one person, Dionisio Galvan, and is leased to only one individual, Serafin David, who has only one overseer, Pedro David. In fact, the entire hacienda is under one single administration, proof of which is the; contract entered into by respondents with Amando de Guzman relative to the threshing ***the harvest of the whole Hacienda charging a fee of 4% because of the free use of his tractor or bulldozer for levelling the dikes and pumping water for irrigation purposes. This fee may appear a little higher than what the tenants would like to pay if they were to have their own thresher, but the difference is offset by the free use of the bulldozer for the purposes above-mentioned. This arrangement appears to have been approved by

all the tenants of the hacienda with the exception of petitioners who form a small minority, and in fact De Guzman has actually used his bulldozer to irrigate the land during the past dry season.

It is true that the hacienda comprises three barrios, namely, Partida, San Agustin and Escaño, and that herein petitioners are working only on the portion of the hacienda comprised in barrio San Agustin, but the fact that the hacienda comprises three barrios does not mean that it is divided for purposes of administration, or that administration of one barrio is different from the administration of the other two. Nor can the setup be materially altered simply because there had been incidents that reached the agrarian court involving only the tenants working in the individual barrios for they may merely refer to questions concerning agrarian relations that affect them individually. It is therefore incorrect to say that to determine the majority of the tenants of Hacienda Galvan the number of the tenants working in a particular barrio would suffice to determine its sufficiency within the purview of the law. Consequently, we are persuaded to conclude that the tenant-petitioners cannot exercise the right of selection they are claiming to have because they do not form the majority in contemplation of law.

With regard to the issue of reaping fee, the agrarian court ruled that the fee that shall be paid by the landholder to the tenants is 10% of the gross produce, and not 5% as claimed by the landowner, for the reason that, according to its judicial knowledge, that is the prevailing reaping fee in the province of Nueva Ecija. This ruling is now disputed because it lacks factual basis. It appears that in a previous case had between the tenants of the hacienda and the management wherein one of the issues raised was the reaping fee to be charged whenever harvest should occur, an amicable settlement was entered into between the parties to the effect that the reaping fee should be 5% on the gross produce, and that agreement has been followed not only in the agricultural years 1955-1956, 1956-1957, but also in the agricultural year 1957-1958 by all the tenants of the hacienda, with the exception of the 28 tenants herein involved who refused to abide by the agreement insofar as the crop for the last agricultural year is concerned. And when said agreement was presented in this case by respondents to show the inconsistent stand of the tenants, the agrarian court ruled that the same has no binding effect on the present crop without stating any plausible reason therefor.

We believe that this agreement which was approved by the agrarian court and to which some of the tenants now involved in this case were signatories should be given due weight more so when the tenants only presented one witness in support of their claim whose testimony appears to be sufficiently refuted by the evidence of the respondents. This is more so when it is considered that the very agrarian court stated in its decision that the claim of the tenants that the reaping fee should be 5 cavans per hectare is excessive. Considering that this matter has already been determined in a previous case and the ruling has been followed in previous agricultural years, we find no plausible reason for reopening the same question there existing no special reasons or circumstances that may justify a deviation from what had been agreed upon.

Wherefore, the decision appealed from is reversed. Judgment is hereby rendered dismissing the petition of the tenants insofar as their request for authority to choose a thresher is concerned, and ordering that the reaping fee to be charged in the crop year in question should be 5% on the gross produce, without pronouncement as to costs.

Paras, C. J., Bengzon, Padilla, Montemayor, Labrador, Concepcion, Endencia and Gutierrez David, JJ., concur.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.