

**FRANCISCO EVANADO AND REBECCA ARBIAS, PETITIONERS, VS.
THE HON. RAMON BLANCO, ASSOCIATE JUDGE OF THE COURT OF
AGRARIAN RELATIONS AND SIMEON EVANADO AND CATALINA
SALES, RESPONDENTS.**

G.R. No. L-17602. June 30, 1964

Ponente: MAKALINTAL, J.

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MAKALINTAL, J.:

This is a petition for review of the decision of respondent Court of Agrarian Relations in case CAR. No. 890-Iloilo.

Petitioners here, the spouses Francisco Evanado and Rebecca Arbias were the owners of a parcel of land in San Miguel, Iloilo, containing an area of about seven (7) hectares, five (5) of which were planted to palay and the remainder to corn and other crops. On August 15, 1953 the said owners entered into a written agreement with herein respondents, the spouses Simeon Evanado and Catalina Sales, granting to the latter the leasehold tenancy of the land for a yearly rental of P200.00 and 7 cavans of palay with respect to the riceland, P30.00 for the buri palms and one half of the mongo crop. Simeon Evanado is Francisco's father and Catalina Sales his stepmother.

On July 25, 1959 Simeon Evanado and his wife filed a petition with the court a quo for liquidation of the annual crops for the years 1955-1956, 1956-1957 and 1957-1968, alleging that the respondents (petitioners here) took all the produce during the entire period, of which their share amounted to 249 cavans. They therefore prayed that said respondents be ordered to deliver to them the said quantity of palay or its equivalent value. The respondents below challenged the jurisdiction of the trial court on the ground that the contract between the parties was not one of leasehold tenancy but of simple lease under the Civil Code and that the cause of action was for simple recovery of the rents agreed upon. They contended that Simeon Evanado was already an old man of 71 years and therefore could not by himself cultivate the land under lease; that he had a land of his own with an area of 4 hectares; and that as a matter of fact he left the cultivation of the leased property to another person, one by the name of Exequiel Sencil, who was in no way related to him. The court, however, assumed jurisdiction, holding that the contract between the parties was one of leasehold tenancy and that Exequiel Sencil was a member of the tenants' immediate farm household, employed as domestic help (harga) therein. This is a finding of fact which, upon the evidence, we have no reason to reverse. On the question of jurisdiction, therefore, no error has been committed.

The court found that Simeon Evanado and his wife received the crops for the years 1955-1956 and 1956-1957 and paid the corresponding rents of P200.00 in cash and 7 cavans of palay for each of those two years, but did not payment for 1957-1958 because the entire crop for that year was taken by the landowners. In computing the amount Hie leasehold tenants were entitled to recover, the court declared that the rents agreed upon were excessive and illegal, since the land was of the second class, the average yearly produce thereof being 45 bultos or 90 cavans of palay, for which the law authorizes a rental of only 25% (R. A. No. 1199 Section 46[a]). On the basis of P7.00 a cavan, the value which the court placed on the palay, such rent amounted to only P157.50,

resulting in an overpayment of P183.00 for the years 1956 and 1957. Inasmuch as, according to the trial court, the respondents (petitioners here) received the entire crop for 1957-1958, valued at P630.00, and were in turn entitled to the rent for that year in the sum of P157.50, plus P30.00 for the buri palms, they were ordered to pay the petitioners the total sum of P625.00.

In the instant petition for review it is pointed out that the trial court erred in its computation. We believe the point is well taken. The finding that the produce of the land was 45 bultos or 90 cavans of palay is evidently based on the testimony of Francisco Evanado himself. But his testimony referred to the net produce of the land not to the gross produce, and even then he said that the crop for the year 1957-1958 was 55 bultos or 110 cavans. Section 46 (a) of R. A. 1199 fixes the rental in case of leasehold tenancy of riceland not on the basis of the net but of the gross produce, first class land being that which yields more than 40 cavans per hectare, and second class, that which yields 40 cavans or less. Indeed in the very petition itself filed by the leasehold tenants below it is alleged that the yearly net produce of the land in question was 130 cavans for the first year, and 90 cavans for the second and 110 cavans for the third. Since both the petition and the evidence of the petitioners themselves (respondents here), refer to the net produce of the land and since there is no showing at all as to the gross produce, we find no justification for the trial court's conclusion that the rentals agreed upon by the parties are excessive and illegal. The presumption of legality should stand under the circumstances, and petitioners before us should not be held liable for the supposed overpayment for the years 1955-56 and 1956-57.

On the other hand, said petitioners appropriated the entire net produce of 90 cavans for 1957-58 valued, according to the trial court, at P630.00. From this amount should be deducted the corresponding rent of P200.00 and 7 cavans of palay, or P249.00, plus P30.00 for the buri palms, leaving a balance of P351.00 due to the leasehold tenants, Simeon Evanado and Catalina Sales. The judgment sought to be reviewed should be modified in this sense.

Concerning the award of P200.00 by way of attorney's fees, we find it to be reasonable, considering that said respondents were compelled to litigate to be able to assert their rights.

With the modification above indicated, the judgment of the trial court is affirmed, without pronouncements as to costs.

Bengzon, C. J., Padilla, Bautista Angelo, Labrador, Concepcion, Reyes, J. B. L., Paredes, and Regala, JJ., concur.

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