

ANTONIO EVANGELISTA Y LISING, PETITIONER, VS. THE COURT OF APPEALS, LUZ CASTANEDA AND HEIRS OF BENEDICTO SANCHEZ, RESPONDENTS.*G.R. No. L-37736. February 23, 1988*

Ponente: PADILLA, J.

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This is a petition to review on certiorari the decision[*] of the Court of Appeals, dated 21 August 1973, in CA G.R. No. 00033-R, entitled "Antonio Evangelista, plaintiff-appellee, vs. Luz Castaneda, et al., defendants-appellants" which reversed the decision[**] of the Court of Agrarian Relations, dated 29 October 1970, in CAR Case No. 1182-Bulacan '65, which found petitioner to be an agricultural lessee of the landholding of the private respondents.

Rosario Mendoza Sanchez (Sanchez, for short), the private respondents' predecessor-in-interest, was the owner of a parcel of land with an area of 5 hectares, more or less, situated at Lugam, Malolos, Bulacan, covered by Transfer Certificate of Title no. 6870 of the Land Records of Bulacan.

On 24 May 1965, the petitioner filed a complaint for reinstatement, with damages, in the Court of Agrarian Relations (CAR) in Bulacan against Sanchez and Felipe Domingo, on the strength of his claim that he was the occupant of the landholding of Sanchez.

In his complaint, petitioner alleged that since 1953, he was the tenant of Sanchez over the aforesaid landholding, until he was illegally ejected from the same on 15 April 1965, for having informed Sanchez of his desire to fix the amount of the rental in accordance with Republic Act No. 3844 as amended, otherwise known as the Land Reform Code[1].

The private respondents denied the alleged forcible eviction of the petitioner from the landholding. They claimed that petitioner occupied the land in question as a lessee under a contract of civil lease, and not as an agricultural lessee under Republic Act No. 3844, as amended; and that he (petitioner) voluntarily surrendered the land to them (private respondents) sometime in March, 1965[2].

The defense of the private respondents was anchored on three (3) written contracts executed by Sanchez and the petitioner, one entitled "Kasulatang Option"[3] and the other two, "Kasulatan ng Buwisan"[4].

The contract entitled "Kasulatang Option", executed on 14 June 1956, contained the following terms and conditions:

KASULATANG "OPTION"

MALAMAN NG LAHAT:

Na akong si ROSARIO M. SANCHEZ, Pilipino, may sapat na gulang, kasal kay G. Juan J. Sanchez at nananahanan sa Calumpit, Bulacan, ay

Pinagtitiyay:

Na ako ang tunay at tanging mayari ng isang sukat na lupa gaya ng nasasaad sa "Transfer Certificate of Title No. T-6870" ng "Registry of Deeds for the Province of Bulacan", at lalong makikilala gaya ng mga sumusunod:

"x x x x"

Na sa lupang nabanggit ay lima (5) hektarea ay nasa buwisan sa kasalukuyan kay Antonio Evangelista, Pilipino, may sapat na gulang, binata at nananahanan sa Lugam, Malolos, Bulacan na mata-tapos sa taong anihan 1956-1957;

Na dahil at alang-alang sa halagang P2,-000.00 na ibibigay sa akin ng nasabing Antonio Evangelista (at ang pagtanggap ng nasabing halaga ay patutunayan ng recibo) dito ay binibigyan ko siya ng pangunang pagkakataon (option) sa muling pagpapabuwis ng nasabing pangkat na lupa. Ang panibagong kasunduan sa buwisan ay gagawin namin sa buwan ng Enero, 1957;

Na ang halagang P2,000.00 ay bilang utang sa panibagong buwisan, datapuwa't hanggang hindi umiiral ang panibagong buwisan, ang nasabing halaga ay ituturing na pautang at magkakaroon ng patubo na 12%.

Na akong si Antonio Evangelista, ang naba-banggit sa itaas, ay sangayon sa lahat ng mga mababasa sa itaas.

Sa katunayan ay lumagda kami sa ibaba nito dito sa Calumpit, Bulacan, ngayong ika 14 ng Hunyo, 1956."

The period of the aforesaid agreement was from 14 June 1956 until the agricultural year 1956-57. Pursuant to said agreement, the petitioner was given by Sanchez the option to renew the lease of the land in question in January, 1957 in consideration of the sum of P2,000.00[5].

On 13 February 1960, petitioner and Sanchez executed a "Kasulatan ng Buwisan"[6], which contained the following terms and conditions:

KASULATAN NG BUWISAN**MALAMAN NANG LAHAT:**

Na akong si ROSARIO MENDOZA, Pilipina, may sapat na gulang, asawa ni Juan Sanchez, at nana-nahanan sa Calumpit, Bulacan, na sa kasulatang ito ay tatawagin ding Nagpapabuwis, ay tunay at tanging may-ari ng isang lagay na lupa nasa nayong Lugam, Malolos, Bulacan, at nakatala alinsunod sa Transfer Certificate of Title No. T-6870 ng Register of Deeds for Bulacan, at ang mga hangganan at takal ay gaya nang mga sumusunod:

"x x x x x"

Na dahil at alangalang sa halagang ISANG DAAN (100) kabang palay kauri ng inani sa nasa-bing lupa bawat taon, bilang upa o buwis na ibi-bigay sa akin ni Antonio Evangelista, Pilipino, may sapat na gulang, binata at naninirahan sa nayon nang Lugam, Malolos, Bulacan, na sa kasula-tang ito ay tatawagin ding Namumuwis, ay aking inililipat, isinasalin at pinabubuwisan sa nasabing namumuwis ang isang bahagi nang lupang sa itaas ay binabanggit na may sukat na limang (5) hektarea, humigit, kumulang, at ang hangganan ay itong mga sumusunod:

"x x x x x"

Ang mga kasunduan at pasubali ng buwisan ito ay ang mga sumusunod:

1.

TANING NANG BUWISAN; Tatlong (3) taon na sisimulan sa taong anihang ito, 1960--1961, at matatapos sa taong anihan 1962-1963, buwan ng Pebrero, ngunit ang Namumuwisan ay may pangunang karapatan (option) batay sa kanyang lagak, upang magpatuloy ng pamumuwisan, kung ang lupa ay pabubuwisan pa;

2.

PAGBABAYAD NG BUWIS; Ang 100 kabang palay na buwis ay ibibigay nang Namumuwisan sa nagpapabuwis pagkatapos nang paggiik, ngunit ang pagbabayad ay hindi lalampas ang Pebrero nang bawat taon nang pamumuwisan.

3.

LAGAK: Ang lagak nang Namumuwisan ay P2,500.00 na walang patubo, na ito'y nananagu-tan kung hindi makatupad ang Namumuwisan sa kani-yang mga tungkulin sa ilalim nang kasunduang ito, at ang hindi pagkakasaoli nang lagak na ito, ay hindi magiging dahilan nang hindi pagka-tapos nang buwisan;

4.

MEJORA: Tungkulin nang Namumuwisan na sikapin at alagaang mabuti ang lupang binubu-wisan at isaoli sa Nagpapabuwis pagkatapos nang buwisan, at iiwanang lahat ang mejorang ilagay niya at dito'y wala siyang karapatang humingi o sumingil nang ano man.

5.

PATUBIG AT BUWIS SA PAMAHALAAN: Ang patubig ay babayaran nang Namumuwisan ang dalawa sa tatlong bahagi (2/3) at ang ikatlo (1/3) ay ang Nagpapabuwis.

6.

PAGSASAKA: Ang pamumuwisang ito ay hindi dapat na ipakahulugan nang sino mang mag-saka sa lupa sa panahon nang pamumuwisan ay naging kasama nang Nagpapabuwis, kaya, pagka-tapos nang buwisan, ang posecion ay isasaoli nang Namumuwisan sa Nagpapabuwis at siya o sino man ay walang ano mang paghahabol sa pagsasaka;

7.

PAGPAPATALA: Kung sakali't ipata-tala sa Register of Deeds ang kasulatang ito, ang gugol ay sa Namumuwisan at ang kasulatan na ring ito ang magiging sapat na pabala sa Regis-ter of Deeds, pagkatapos nang buwisang ito, upang pawalang bisa ang pagkakatala sa titulo nang lupa (cancel on incumbrance on the title) [sic].

Na akong si Antonio Evangelista, ang Namumuwisan sa itaas na nababanggit, ay sangayon sa lahat nang mababasa sa itaas at katunayan linag-daan namin ito sa Calumpit, Bulacan, ngayong 13th ng Pebrero, 1960, sa harap nang dalawang saksi sa kasulatan".

On 11 September 1963, petitioner and Sanchez executed a new "Kasulatan ng Buwisan"[7] which provided for the same terms and conditions stated in their previous "Kasulatan ng Buwisan", dated 13 February 1960, except as to the period of the contract and the amounts of rental and deposit. The contract was for a period of one agricultural year, 1963--64, and expired on February, 1964. The rental for the use of the landholding was reduced to 90 cavans of palay a year. And petitioner deposited with Sanchez the sum of P2,250.00 without interest, which was to be returned to the petiti-ner after the period of the contract shall have expired.

On 30 March 1965, following the expiration of the period provided in the last "Kasulatan ng Buwisan" executed by petitioner and Sanchez, the latter executed another "Kasulatan ng Buwisan"[8] over the land in question, effective for the agricultural year 1965-66, with Felipe Domingo.

Hence, the filing by petitioner of the action in the Court of Agrarian Relations which, after hearing, rendered judgment, the dispositive part of which reads:

"WHEREFORE, judgment is hereby rendered:

- Declaring the plaintiff to be the agri-cultural lessee on the land in question with an area of 5 hectares more or less, situated at Lugam, Malolos, Bulacan;
- Ordering the defendant Felipe Domingo to vacate said landholding and surrender the possession thereof to the plaintiff;
- Ordering defendants Luz S. Castaneda and Benedicto Sanchez to reinstate the plaintiff to said landholding and to return to the plaintiff the sum of P3,500.00;
- Dismissing the other claims and counter-claims of the parties.

No pronouncement as to costs"[9].

The private respondents appealed the CAR judgment to the Court of Appeals which, as earlier stated, reversed the decision of the trial court, on the following grounds:

"1. That when the appellee, Antonio Evangelista first took possession of the property in 1954, it was by virtue of a lease contract which he admitted was given to him by the late Rosario Mendoza, but that he lost the same (pp. 15-17, tsn, Dec. 15, 1956), which was for a term of 3 years and this is confirmed by Exh. C or 3, titled "KASULA-TANG OPTION" under a proviso which states -

"Na sa lupang nabanggit ay lima (5) hectarea ay nasa buwisan sa kasalukuyan kay Antonio Evangelista, Pili-pino, may sapat na gulang, binata, at nananahan sa Lugam, Malolos, Bulacan, na matatapos sa taong anihan 1956--1957;"

"2. That the two most important conditions of the lease agreement which was renewed by both the appellee Antonio Evangelista as the lessee, and the late Rosario Mendoza, as shown by Exhibit A or 1, titled "KASULATANG BUWISAN", are as follows

"3. LAGAK: Ang lagak ng Namumuwisang ay P2,500.000 na walang patubo, na ito'y nanagutan kung hindi makatupad ang Namumuwisang sa kaniyang mga tung-kulin ng kasunduang ito, ay hindi magiging dahilan ng hindi pagkatapos nang buwisan;

x x x x

"6. PAGSASAKA: Ang Namumuwisang ito ay hindi dapat na ipakahulugan nang sino mang magsaka sa lupa sa panahon nang pamumuwisang ay naging kasama nang Nagpapabuwis, kaya pagkatapos nang buwisan ang posecion ay isasaoli nang Namumuwisang sa Nagpapabuwis at siya o sino man ay walang ano mang paghahabol sa pagsasaka;

x x x x

"3. That herein appellee Antonio Evangelista voluntarily agreed to these two conditions imposed by the late Rosario Mendoza, as shown by the following portion of the said written agreement -

"Na akong si Antonio Evangelista, ang Namumuwisang sa itaas na nabanggit, ay sangayon sa lahat nang mababasa sa itaas at katunayan linagdaan namin ito sa Calumpit, Bulacan, ngayong ika-13 ng Pebrero, 1960, sa harap ng dalawang saksi sa kasulatan."

"4. That this lease agreement was again renewed as shown by Exhibits B or 2, incorporating the same above-stated conditions, and that all these questioned lease agreements were all duly acknowledged before a Notary Public; and were worded in Tagalog the dialect prevailing in Bulacan pro-vince, and is therefore clearly understood by the appellee Antonio Evangelista;

"5. That even prior to 1954 when appellee first took possession of the landholding in question, the same has been previously leased to one Macario Domingo, wayback in 1945, as disclosed by Exh. 6-B, which is an annotation at the back of the title of the questioned property, and such lease agreement was finally cancelled only in 1954, Exh. 6-C, all of which are found in Exhibit 6-A, at the lapse of which the appellee herein took over from said Macario Domingo, and all these are confirmed by the latter who declared that he was the lessee of the same land from 1946-1954; that it expired in March, 1954, and the appellee took over from him in April, 1954; that he also pays a rental of 90 cavans like the appellee, irrespective of the harvest of the land; that the other lessee before him were - Jose Albania, Urbano Lopez and Pablo Caluag (tsn. pp. 17-26, Dec. 9, 1969);

"6. That the appellee's original status, there-fore in 1954 was that of a lessee, is also con-firmed by his own Exhibit D, captioned "Patalas-tas", the pertinent parts of which read -

CONDISION SA PARTIHAN NG ANI:

Buwisan ng 90 cavans isang taon.

x x x x x

"(1) Pagbabago ng pagsasamahan na ang dati na Buisan ay mahalinhon ng samahang Buisan na batay sa batas..."

x x x x x

all of which reveal that the herein appellee started working for the first time in 1954 as a lessee, and not as tenant, furthermore his very own witness, Nicolas Maclang, admitted that here-in appellee used to hire many plowers, harrowers and planters and also farm laborers, who are paid by him (tsn, pp. 60-62, Sept. 26, 1969); that he himself helped the appellee worked on the land for 3 years (tsn., p. 53, id)

"7. That the herein appellee Antonio Evangelis-ta is a Rice Dealer, with a total net worth of about P17,112.10, as shown clearly by a "Profit and Loss Statement", (Exh. 4) duly attested by a Certified Public Accountant, executed in appellee's favor by a law and accounting firm of Santos A. Avenir & Associates, on January 22, 1963;

"8. That he is the owner of two (2) duly licensed guns - namely - One (1) .22 Cal. Rifle; and one (1) .22 Cal. Revolver, as shown by Exhs. 4-Land 4-D (sic);

"9. That there is no express provisions of any existing law, particularly under Republic Act 1199, as amended, or under Republic Act 3844, as amended, otherwise known as the Land Reform Code, which prohibits the parties from entering into a contract of civil lease of an agricultu-ral land, under the New Civil Code, for a limi-ted period of time, as in fact this latter law, Republic Act 3844, as amended, impliedly recogni-zes the existence of a civil law lessee, as this is distinguished from an agricultural lessee, as may be found under Sec. 166, (2) which reads -

"(2) "Agricultural lessee" means a person who, by himself and with the aid available from within his immediate farm household, culti-vates the land, belonging to, or pos-sessed by another, with the latter's consent for purposes of production, for a price certain in money or in produce or both. It is distinguished from civil law lessee as understood in the Civil Code of the Philippines."

implying in effect that if the lessee does not personally cultivate the landholding, the agree-ment becomes a civil law lease under the Civil Code.

"10. That as may be observed from the terms and conditions of the questioned lease agreements, particularly under the common conditions found in par. (6) thereof, the appellee-lessee, is in fact authorized to hire plowers, harrowers and other farm laborers or workers, but that this does not authorize them to later on claim that they are the tenants of the lessor therein, the late Rosario Mendoza Sanchez, over the said landholding."

"Consonant to the foregoing, it is the considered opinion of this Court that the herein appellee Antonio Evangelista, had not worked personally or could (not) have worked on the land-holding in question by himself, and with the aid of the members of his immediate farm household, consequently he could not therefore be considered either as a share tenant, or a lease-hold tenant, contemplated by Republic Act 1199, as amended, or as an agricultural lessee, as defined by Republic Act 3844, as amended, also known as the Land Reform Code, who is entitled to a security of tenure, as provided therein, under and pursuant to the questioned lease agreements, for these covenants clearly fall under the provisions of the New Civil Code, whereby one of the parties, binds himself to give to another the enjoyment or use of his property for a price certain, and for a definite period specified therein. (Art. 1643, New Civil Code)[10]".

Hence, the petitioner's present recourse to this Court.

The only issue in this case is whether or not petitioner is an agricultural lessee under Rep. Act No. 3844, and therefore entitled to security of tenure over the landholding, in question, or a mere civil law lessee, who does not enjoy security of tenure in the sense that he may be ejected from the landholding upon the expiration of the term provided in the contract of lease.

A share tenant (under Rep. Act No. 1199) or an agricultural lessee (under Rep. Act No. 3844) is entitled to security of tenure over the landholding he works at. Not even the expiration of any term or period fixed in the leasehold contract, in the case of an agricultural lessee, will cause the lessee's ejectment from the land. On the other hand, a civil lessee, under a contract of civil lease[11], does not enjoy security of tenure over the land object of the contract. A civil lessee can be ejected from the land after the expiration of the term provided for in the contract.

The finding of fact of the Court of Appeals that the petitioner was not a bona fide tenant-farmer on the land in question, which are based on the evidence on record, is final and conclusive[12]. The salient characteristic which would make the relationship between the petitioner and Sanchez one of agricultural leasehold, and which is personal cultivation by the petitioner and the immediate members of his farm household, is absent in the case at bar. As cited in the decision of the respondent court, petitioner's own witness, Nicolas Maclang, admitted that petitioner used to hire many plowers, harrowers and planters as well as farm laborers, who were paid by him, and that he himself (Maclang) helped the appellee work on the land for 3 years. Even the decision of the trial court showed that petitioner did not personally cultivate the land in question. It held that:

"Nicolas Maclang declared that he saw plaintiff (Evangelista) work on the land in question from 1962 to 1965; x x x; that he (Maclang) helped the plaintiff work the land in question by plowing and harrowing the same for 3 years under the suyan system; that the plaintiff used his 2 carabaos and own farm implements in the cultivation of the land in question and that the plaintiff had other companions in plowing and harrowing the landholding under the suyan system (tsn, hearing of September 26, 1969, pp. 47-60). Defendant Domingo declared that during the time he was working the land of his mother which is adjacent to the land in question, he saw Nicolas Maclang, Pedro Caparas and Felipe Bernardino plowing and harrowing the landholding in question and cleaning the dikes thereon (tsn., hearing of January 8, 1970 pp. 22-23)[13]." [emphasis supplied]

As held in *Carag v. Court of Appeals*[14], absent the requisite of personal cultivation, by the alleged tenant, no tenancy relationship can be said to exist between him and the landowner. Hence, the petitioner cannot be said to be an agricultural lessee. He has not personally or by his farm household, cultivated the land in question.

The fact that the contracts of lease signed by the parties did not stipulate that the landholding should be personally cultivated by the petitioner and the immediate members of his farm household, indicates the intent of the parties to establish only a civil lease relationship.

A person who signed for three consecutive times a contract of lease (Kasulatang Option and Kasulatan ng Buwisan), with the intent of establishing a civil lease contract, can-not later be heard to claim that he is a tenant or an agri-cultural lessee.

This Court is aware of the practice of many land-owners, as a way of evading the provisions of tenancy laws, to have their tenants sign contracts or agreements intended to camouflage the real import of their relationship. But in the case at bar, the grounds cited in the decision of the respondent court indicate that the contracts entered into were bona fide civil lease in nature, and that they were entered into by the petitioner voluntarily.

WHEREFORE, the petition is DENIED; the decision appealed from is AFFIRMED. Costs against the petitioner.

SO ORDERED.

Yap, (Chairman), Melencio-Herrera, Paras, and Sarmiento, JJ., concur.

[*] Penned by Justice Emilio A. Gancayco, with the concurrence of Justices Ruperto G. Martin and Lourdes P. San Diego.

[**] Penned by Judge Jose M. Santos.

[1] Decision of the Court of Appeals, pp. 1-2

[2] Ibid p. 2

[3] Exhibits C and C-1

[4] Exhibits A, A-1 and A-2 and B and B-1

[5] Decision of the Court of Agrarian Relations, p. 15

[6] Exhibits A, A-1 and A-2

[7] Exhibits "B" and "B1"

[8] Exhibits 7 and 7-A

[9] Decision of the Court of Agrarian Relations, pp. 35-36

[10] Decision of the Court of Appeals, pp. 4-8

[11] Article 1643, Civil Code

[12] Terunez v. IAC, No. L-61129, January 31, 1985, 134 SCRA 414

[13] Decision of the Court of Agrarian Relations, p. 23

[14] G.R. No. L-48140, June 18, 1987

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