

JUAN V. AGUSTIN, PETITIONER, VS. HON. JUDGE PASTOR L. DE GUZMAN OF THE COURT OF AGRARIAN RELATIONS AND ROMAN GUERRERO, RESPONDENTS.

G. R. No. L-11920. July 31, 1958

Ponente: MONTEMAYOR, J.

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MONTEMAYOR, J.:

This is a petition for review of the decision rendered by the Court of Agrarian Relations, Second District, presided by Judge Pastor L. de Guzman, at Cabanatuan City dated November 28, 1956.

According to Annex A of the petition, on February 13, 1951, respondent Roman Guerrero, owner of Lot No. 728 of the Cadastral Survey of Rizal, Nueva Ecija, with an area of about 17 hectares, leased the same to petitioner Juan V. Agustin for a period of four years at an annual rental of 400 cavans of palay at 46 kilos a cavan. On December 17, 1952, by virtue of Annex B, the term of the lease was extended to ten years. According to Annex C, dated November 26, 1954, for the reason that the owner, Roman Guerrero, had sold about 5 hectares of the lot to another party, Agustin as lessee relinquished his leasehold right to said 5 hectares, thereby reducing the area of the land leased to about 12 hectares, with a corresponding decrease of the yearly rental, as stated in Annex D, at the same time shortening the life of the lease up to January 30, 1958. According to Annex E, on April 12, 1955, in consideration of the sum of P1,000 paid by Guerrero to Agustin, the latter surrendered and yielded to Guerrero five more hectares of the parcel under lease, thereby reducing the area to about 7 hectares, the reason being that 'Guerrero had sold said 5 hectares to another party.

Thereafter, Roman Guerrero filed a complaint with the Court of Agrarian Relations against Juan Agustin to eject the latter for failure to live up to the terms of the contract of leasehold tenancy, and to recover back rentals, taxes and irrigation fees. In the course of the hearing of the case, Agustin filed a motion to dismiss the complaint on the ground that the Agrarian Court had no jurisdiction over the subject matter for the reason that it was not a tenancy case. The motion to dismiss was denied and respondent Judge continued with the hearing, at the termination of which he rendered the decision now sought to be reviewed, granting Guerrero authority to eject Agustin from the landholding in dispute and to place other tenants of his own choice, and ordering Agustin to deliver to Guerrero back rentals for the agricultural years 1953-1954, 1954-1955, and 1956-1957 in the form of cavans of palay and to pay the amount of P234 as irrigation fees of the land for the agricultural years 1954-1955 and 1955-1956.

In his petition to review, Agustin apparently does not question the correctness of the decision. He only impugns the jurisdiction of the Agrarian Court, claiming that the relation between him and Guerrero was not that of tenant and landlord, but that of mere lessee and lessor.

Under Section 4 of Republic Act No. 1199, entitled Agricultural Tenancy Act of the Philippines, leasehold tenancy is defined as follows:

"Leasehold tenancy exists when a person who, either personally or with the aid of labor available from members of his immediate farm household, undertakes to cultivate a piece of agricultural land susceptible of

cultivation by a single person together with members of his immediate farm household, belonging to or legally possessed by, another in consideration of a price certain or ascertainable to be paid by the person cultivating the land either in percentage of the production or in a fixed amount in money, or in both."

On the basis of the facts of the case as we are able to ascertain, the contract between petitioner and respondent would appear to be that of leasehold tenancy. The area of the land leased, namely, 17 hectares which by agreement of the parties, had subsequently been reduced to 12 and still later to 7 hectares, is certainly capable of being cultivated by one person with the help of the members of his immediate household. It is true that petitioner alleges in his petition that he himself did not work the land, but cultivated the same through his own tenants. But this is a question of fact which he should have established by means of evidence. This contention or allegation is flatly denied by the respondent Guerrero in his answer, thus:

"Petitioner alleges that he did not work the land but instead employed his own tenants to cultivate the same. This is a gratuitous assertion not supported by the records of the case." * * *

and on page 3 of his memorandum:

"Petitioner advanced gratuitously an allegation without proof in the records that he did not personally work on the leasehold but employed another as his own tenant on a share tenancy basis. This gratuitous allegation is belied by his own admission as shown by the stipulation of facts, as follows:

"4. That the defendant during the terms of the lease planted onions on the leasehold after harvest, for the second, third and fourth year of the contract' (Decision page 6.)"

Furthermore, there is nothing in the decision sought to be reviewed to show that petitioner herein did not work the land himself and with the aid of the members of his immediate household, but employed tenants. On the other hand, when the Agrarian Court denied the motion for dismissal for lack of jurisdiction, it must have found as a matter of fact that the case was one of leasehold tenancy, and that Agustin was a tenant of Guerrero, and that is probably the reason why in the dispositive part of the decision, as already stated, the court authorized Guerrero to eject Agustin from the landholding and to place "other tenants of his own choice." Furthermore, if as claimed but not proven by Agustin, that he worked the land under lease through his own tenants, it is not explained why and how he could have readily and easily relinquished more than half of the area of the land leased, even shortening the period of the lease, thereby substantially affecting and impairing the rights of his alleged tenants.

In the case of Rural Progress Administration vs. Rufino Dimson, G. R. No. L-6068, decision promulgated on April 28, 1955, through Mr. Justice Bengzon, we held that the contract of lease entered into by the Rural Progress Administration and Dimson was not one of tenancy because the land subject of the lease in said case had an area of about 323 hectares, clearly beyond the physical capacity of one single person, even with the help of the members of his immediate household, to cultivate, and what is more, the lessee in said case employed paid laborers working under him and under his supervision. As may be readily seen, the facts in the present case are far different.

In view of the foregoing, the jurisdiction of the Court of Agrarian Relations over the case is hereby sustained. Petitioner will pay the costs.

Paras, C. J., Bengzon, Padilla, Reyes, A., Bautista Angelo, Concepcion, Reyes, J. B. L., Endencia, and Felix, JJ., concur.

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