

CRISPULO D. BELMI AND MARIO ALAB, PETITIONERS, VS. COURT OF AGRARIAN RELATIONS, ET AL., RESPONDENTS.*G. R. No. L-19343. April 27, 1963*

Ponente: REYES, J.B.L., J.

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Petition for review of a decision of the Court of Agrarian Relations, Fifth Regional District, San Pablo City, dismissing a petition for reinstatement and damages instituted there at by the herein petitioners, Crispulo D. Belmi and Mario Alab, against the respondents, Enrique Zobel, Jose Caisip, Alfredo Vecinal, Apolinario Sanchez, Numeriano Torres, and Felipe de la Sala. The said decision, likewise, dismissed the latter's counterclaim with respect to Mario Alab, but ordered the ejectment of Crispulo D. Belmi.

The facts, as found by the trial court, are hereunder quoted:

"It was duly established by the evidence that Enrique Zobel is the owner of Hacienda Bigaa, situated at Calatagan, Batangas; that the petitioners are the share tenants of said respondent on their respective landholdings with an area of two hectares, each, more or less, within the aforementioned Hacienda; that petitioner Crispulo D. Belmi has been the tenant of respondent Zobel for the past ten (10) years, while petitioner Mario Alab has been the tenant for more than twenty (20) years; that the landholding in question are lowland irrigated rice-fields; that petitioners Crispulo Belmi and Mario Alab have executed separate contracts of tenancy with respondent Enrique Zobel on July 16, 1955, which was duly registered on the same date with the Office of the Municipal Treasurer of Calatagan, Batangas (Exhibits '1' and '2'); that it is expressly provided in paragraph 7 of said contracts of tenancy the following 'Matapos maani ang palay, ang magsasaka ay ihahanda agad ang linang upang matamnan ng palay uli (palagad) o maiz sang-ayon sa ipinag-uutos ng maypasaka o ng kanyang mga kinatawan'; that sometime in March, 1958, all of the tenants of respondent Enrique Zobel in Sitio Bitin, of Hacienda Bigaa, including the petitioners herein, were called to a conference by respondent Enrique Zobel and they were informed by the latter that in accordance with the recommendation of the Bureau of Soil Conservation, he would contour-plow sitio Bitin in the month of April, 1958; and that following the recommendation of the Bureau of Soil Conservation and under the direct supervision of the experts of said bureau, sitio Bitin of Hacienda Bigaa was contour-plowed from the latter part of April to the middle of May of 1958; that as a result of the contour-plowing, the original dikes on the landholdings of petitioners Crispulo D. Belmi and Mario Alab were destroyed and new ones were reconstructed by the respondents along the contour lines; that petitioners Crispulo D. Belmi and Mario Alab were present and witnessed the contour-plowing of their respective land-holdings, but did not make any protest to such contour-plowing; that after the contour-plowing of the landholdings of petitioners Crispulo D. Belmi and Mario Alab and the construction of the new dikes along the contour lines were completed, said petitioners were able to plant their rice crops during the regular sessions in 1958, 1959 and 1960; and that Mario Alab was, likewise, able to plant his second crop of palay called 'palagad' in the years 1959 and 1960.

* * * * *

"It was clearly proven by the evidence that from July 16, 1955, the date Crispulo Belmi executed his contract of tenancy (Exhibit '1'), he has not planted the second palay crop 'palagad' in the years 1950, 1956, 1959 and

1960. It was only in the year 1957 when he was able to plant the second palay crop 'palagad'. His excuse for his failure to plant the second palay crop in 1956 was that his carabao died before the commencement of the season for the second palay crop, but in the year 1957, he was able to plant his second rice crop 'palagad' despite the fact that during the time, he had not acquired a new carabao in replacement of his dead carabao. He explained that he was able to plant the second palay crop in 1957 because he used a rented carabao. * * * He explained that in 1958, he was not able to plant his second crop because of the contour-plowing of his landholding. * * * As to his failure to plant the second palay crops 'palagad' in 1959 and 1960, no explanation whatsoever was given by him.

* * * * *

"With respect to Mario Alab, the evidence shows that he has not violated the provisions of paragraph 7 of his contract of tenancy (Exhibit '2') for it was clearly proven that he has planted the second palay crop (palagad) after the harvest of his crop for the regular season in the years 1956, 1957, 1959 and 1960. * * *."

Appellant Belmi assigns as error that the Court of Agrarian Relations failed to consider that under his contract, paragraph 7, the obligation to plant "palagad" palay or corn after each harvest was qualified by the phrase "sang-ayon sa pinag-utos ng maypasaka o ng kanyang kinatawan" (according to the instructions of the land-holder or his representatives), and that there is no evidence that any such instructions were given. Belmi's conduct, however, contradicts his allegation, for his own evidence, accepted by the trial court, is that he did plant "palagad" palay in 1957; and if he did not plant in 1956 and 1958 it was because his carabao died in 1956, and in 1958, the dikes were destroyed by the contour-plowing ordered by respondent Zobel. It thus appears that this excuse of lack of instructions to plant a second crop was not advanced in the Agrarian court, and the fact is confirmed by the Court's finding that Belmi offered no excuse for his failure to plant "palagad" in 1959 and 1960. Since the issue of lack of instructions from respondent is primarily an issue of fact, it would be unjust to consider it for the first time on appeal, when the respondents were not given opportunity to meet this defense at the trial.

It is next contended that Belmi substantially complied with his obligations. The court below, however, found that there was total failure to plant "palagad" in 1959 and 1960, in breach of his contract, apparently because Belmi preferred to make "kaingin" elsewhere, so that the "substantial performance" plea is without basis.

The next issue is whether or not the tenants are entitled to damages for the destruction of the old dikes by reason of the contour-plowing of their landholdings. There is no merit to the claim. The petitioners show no actual damage or prejudice to them; their claim rather refers to an amount that would be expended in reconstructing the old dikes, and which has no bearing at all in the issue because the contour-plowing, which they did not protest, redounded to the mutual benefit of themselves and their landlord, and after it was done, the respondents also constructed new dikes along the contour lines at their own expense. In fact, petitioners made use of these added improvements in the subsequent farming years. At any rate, the amount of harvest after the contour-plowing showed no diminution when compared to those before the contour-plowing.

The respondents, in turn, aver that the petitioners employed "sub-tenants", but the lower court found, and it is not disputed, that these workers were hired for transplanting of seedlings and reaping of harvests, which do not form part of a tenant's labor.[1] These additional help, therefore, engaged by the tenants may not rightly be called "sub-tenants", as contemplated in Section 24 of Republic Act No. 1119.

The respondent has, likewise, failed to show that the lower court did not base on substantial evidence its finding that the petitioners were not remiss in following proven farm practices, and the same should not, therefore, be disturbed. The mere fact that the expected quantity of harvest, as visualized and calculated by agricultural experts, is not actually realized, or that the harvest did not increase, is not a sufficient basis for concluding that the tenants failed to follow proven farm practices.

Wherefore, the decision appealed from is affirmed. No costs.

Bengzon, C. J., Padilla, Bautista Angelo, Labrador, Concepcion, Barrera, Paredes, Dizon, Regala and Makalintal, JJ., concur.

[1] Sec. 38, R.A. No. 1199, enunciates the phases of work constituting labor under Section 32.

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