

MARDONIO ALMEDA AND MARIA TORRECAMPO, PLAINTIFFS, VS. JUAN R. DALURO AND MARCELINO G. DALURO, DEFENDANTS.

G.R. No. L-28070. October 05, 1977

Ponente: SANTOS, J.

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SANTOS, J.:

This is a case certified by the Court of Appeals to this Court, per its Resolution of September 9, 1967, pursuant to the provisions of Section 17 of the Judiciary Act, as amended, on the ground that the issues raised in the appeal are purely questions of law.[1]

In retrospect, it appears that on May 4, 1956, defendants sold to plaintiffs, under a pacto de retro sale, a parcel of land located at Del Carmen (Taban), Minalabac, Camarines Sur, contain-ing an area of 31.3019 hectares. On August 2, 1957, defendants redeemed the property from plaintiffs. On the same day, the parties entered into an agreement to spell out the manner in which they will share in the harvest of standing palay crop, the pertinent portions of which read as follow:

“1. That on May 4, 1956, the Party of the First Part (defendants) sold under a pacto de retro sale a parcel of land located at Del Carmen (Taban), Minalabac, containing an area of 31.3019, the boundaries of which are more particularly described in the said deed of sale and registered in the Notarial Registry of William E. Dy-Liacco as Doc. No. 62, Page No. 21, Book No. VII, Series of 1956.

“2. That on this 2nd day of August, 1957, the Party of the First Part (defendants) had exercised the right to repurchase by paying to the Party of the Second Part (plaintiffs) the sum of P10,000.00 with the condition however that the Party of the First Part (defendants) shall allow the Party of the Second Part (plain-tiffs) to share in the net harvest of the palay planted in said land, as follows:

'To the Party of the First Part (defendants), one-half of the net harvest; To the Party of the Second Part (plaintiffs), one-half of the net harvest;'[2]

“3. That the harvest referred to is the palay planted in June, 1957, harvest of which will take place sometime in September, 1957; that the net harvest means and refers to the share of the landowner to the net harvest.”[3]

There was an initial harvest of 127.95 cavanes of palay from the land in question pertaining to the owner's share, up to September 30, 1957. There were divided equally between plaintiffs and defendants. Thereafter, a second harvest of 105 cavanes of palay, as the owner's share, was realized, which defendants appropriated for themselves.

Plaintiffs, claiming entitlement to the one-half share of the harvest from the Land in question made after September 30, 1957--which defendants, as vendors a retro, refused to deliver to them--as vendees a retro- filed, on December 27, 1957 a Complaint for Specific Performance with the Court of First Instance of Camarines Sur, praying that defendants be ordered to deliver their one-half share from the harvest or its equivalent value.

Defendants, on the other hand, insist that their obli-gation to share with plaintiffs the harvest from the land in question was with respect only to the harvest made in September, 1957, and that with regard to the harvest made

thereafter, they were no longer obliged to share the same with plaintiffs.

On December 29, 1964, the lower Court rendered judgment ordering defendants to deliver to plaintiffs one-half of the 105 cavanese of palay harvested after September, 1957, or the equivalent value thereof at the rate of P11.50 per cavan, or the amount of Six Hundred Three Pesos and Seventy-five Centavos (P603.75).

Hence, this appeal by defendants to the Court of Appeals on February 1, 1965, on the following Assignment of Errors:

"I. THE LOWER COURT ERRED IN HOLDING THAT THE PLAINTIFFS' RIGHT TO PARTICIPATE IN THE HARVEST IN QUESTION IS BASED ON THE FACT THAT THE PALAY WAS PLANTED BY THEM IN JUNE 1957 AND THEREFORE THEY HAVE A RIGHT TO PARTICIPATE IN THE HARVEST THEREOF WHETHER THEY ARE GATHERED IN SEPTEMBER 1957 OR THEREAFTER; and

"II. THE LOWER COURT ERRED IN HOLDING THAT THE DEFENDANTS-APPELLANTS HAVE STILL OBLIGATION TO DELIVER TO THE PLAINTIFFS THE REMAINING ONE-HALF OF 105 CAVANES OF PALAY AS OWNER'S SHARE HARVESTED FROM THE REPURCHASE(D) PROPERTY AFTER SEPTEMBER 1957."[4]

The foregoing take issue with the following findings of the lower Court:

"The court therefore is of the opinion and so holds that the real basis of the plaintiffs' right to participate in the harvest is the fact that the palay was planted by them in June, 1957, therefore, they have the right to participate in the harvest thereof whether they were gathered in September or thereafter. It is clear that the palay was planted on the land in June 1957 when the plaintiffs were still the owner of the same and which was only repurchased by the defendants on August 2, 1957 while the fruits of the palay were not yet ripe. Hence, whether the palay was harvested in September 1957 or thereafter, the plaintiffs have the right to participate in the owner's share thereof because the palay plants from where it was harvested in September was planted during the month of June when the plaintiffs were still the owner of the same."[5]

Defendants contend that Article 1617 of the Civil Code applies to the sharing arrangement between them and the plaintiffs with respect to the fruits existing on the land in question at the time of repurchase. Article 1617 reads thus:

"ART. 1617. If at the time of the execution of the sale there should be on the land, visible or growing fruits, there shall be no reimbursement for or prorating of those existing at the time of redemption if no indemnity was paid by the purchaser when the sale was executed.

"Should there have been no fruits at the time of the sale, and same exist at the time of redemption, they shall be prorated between the redemptioner and the vendee, giving the latter the part corresponding to the time he possessed the land the last year, counted from the anniversary date of the sale."

The same is without merit. Article 1617 of the Civil Code is not applicable. The same applies only when the parties have not provided for their sharing arrangement with respect to the fruits existing at the time of redemption. In the case at bar, the Agreement dated August 2, 1957, specifically provided that the parties would share equally the net harvest of the palay planted on the land in question. Since said Agreement is not contrary to law, morals or public policy, the same is, therefore, binding on the parties.

We agree with the learned trial judge that plaintiffs have the right to participate in the harvest made even after the month of September, 1957. It should be noted that the palay was planted on the land in question in June when plaintiffs--vendees a retro-- were still the owners, since the same was repurchased by defendants-vendors a retro on August 2, 1957. September mentioned in the Agreement of August 2, 1957 was the month which the parties

reckoned the palay planted in June would be harvested. Thus, the phrase "sometime in September 1957". It was not, therefore, meant to limit the right of the plaintiffs to participate in the harvest of the crop planted in June.

WHEREFORE, the Decision appealed from is hereby affirmed in toto. Costs against defendants-appellants.

SO ORDERED.

Barredo, (Acting Chairman), Antonio, Aquino, and Concepcion, Jr., JJ., concur.
Fernando, J., is abroad.

[1] Resolution of September 9, 1967, Rollo, p. 36.

[2] Complaint, par. 2, Record on Appeal, p. 1.

[3] Answer, par. 2, Ibid., p. 3; emphasis supplied.

[4] Defendants-Appellants' Brief, pp. 1-2.

[5] Decision, Record on Appeal, p. 11.

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