

CARIDAD VDA. DE MACASAET, PETITIONER, VS. COURT OF AGRARIAN RELATIONS, LUCIO LANAO, ANGEL JARAPLASAN, PEDRO LLANTO, LORENZO DE LA CUEVA AND SOUTHERN LUZON FARMERS' FEDERATION (P...

G.R. No. L-19750. July 17, 1964

Ponente: LABRADOR, J.

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LABRADOR, J.:

This is a petition for certiorari to review a decision of the Court of Agrarian Relations, Hon. Jose M. Santos, presiding, in four agrarian cases, namely: No. 446 (Laguna), entitled Lucio Lanao and Southern Luzon Farmers Federation (PLUM) vs. Caridad Vda. de Macasaet, No. 447 (Laguna), Angel Jaraplasan and Southern Luzon Farmers' Federation (PLUM) vs. Caridad Vda. de Macasaet, No. 448 (Laguna), Pedro Llanto and Southern Luzon Farmers' Federation (PLUM) vs. Caridad Vda. de Macasaet, and No. 449 (Laguna), Lorenzo de la Cueva and Southern Luzon Farmers' Federation (PLUM) vs. Caridad Vda. de Macasaet, declaring that the tenancy relationship between the petitioners Lanao, Jaraplasan and de la Cueva changed from share tenancy to leasehold tenancy from April to November, 1961 and fixing the number of cavans of palay to be paid by each to respondent, and dismissing the petition of Llanto without prejudice.

The court below found that the petitioners are the share tenants of respondent Vda. de Macasaet in separate parcels or riceland in Bay, Laguna, without the benefit of any written contracts of tenancy; that the sharing ratio agreed upon and observed between them is 50-50, with the tenants contributing all the items of production, except the land and the transplanting expenses which were contributed by the landowner; that on August 1, 1960 the president of the petitioner union, for and on behalf of the tenants, sent a letter to the respondent landowner reiterating the request of the tenants to change the system of tenancy from the share to the lease system; that at the hearing the parties stipulated the harvests of the three tenants on the lands cultivated by them. Respondent landowner attempted to deny that the tenants have given her the corresponding notice, and also attempted to show that de la Cueva and Jaraplasan are not her tenants but that their father and mother are the tenants, but the judge did not give credence to these denials.

In the instant petition for certiorari, counsel for petitioner Macasaet contends that Sec. 14 of the Share Tenancy Act, which authorizes the tenant to change the share tenancy to that of leasehold tenancy, impairs the obligation of contracts, takes away from the landholder all his rights over the property when the consent of the landowner is not required to effect the change, and said section is, therefore, unconstitutional.

And in his Memorandum before Us, he cites various state courts' decision, among them that of *Rumbo vs. Winterrowd* (228 S.W. 258-265, Texas), which declares:

"The police power is that authority which resides in every sovereignty to pass all laws for the internal regulation and government of the state necessary for the public welfare. *** It has limitations; it cannot be arbitrarily exercised so as to deprive the citizen of his liberty and property." *People of New York vs. Budd*, 117

N.Y. 14, 22 N.E. 674, R.L.R.A. 565, 15 Am. St. Rep. 460.

* * * * *

"* * * If a particular farm is exceptionally valuable, highly productive, and by reason of improvements and location specially desirable and comfortable for a home, the owner and the man who would rent it can make no contract with reference to all these things, solely because an arbitrary legislative fiat prohibits it.

* * * * *

**** But while conditions for the same kind exist as to farm property, this law says to the owner that he shall not exploit such advantages, and says to the person whose business judgment dictates that he could profitably bargain with reference to any such element of value. The law thus impairs the ownership of farm land, and amounts to the taking of property without the due course of the law of the land required by the state Constitution. The law in the same way takes from the tenant farmer the right to contract freely for the use of his property and labor, and, while still recognizing him as responsible, competent, and accountable equally with other normal men, says to him that he shall not exercise his judgment and discretion upon a subject of vital interest to him and the other contracting Party but of no concern whatever to the general public*** It accordingly impairs a fundamental right of the citizen, the right to freely contract with reference to a lawful thing of as little public interest as any other legitimate private undertaking."

We have already ruled in *Ramas vs. Court of Agrarian Relations, et al.*, G.R. No. L-19555, May 29, 1964 that Sec. 14 of the Share Tenancy Act, giving the right to the tenant to change his form of tenancy from share tenancy to lease tenancy, is valid.

"Is Section 14 of Republic Act No. 1199 legally justified in impairing the obligation of an existing contract between the tenant and the landlord? The answer to this is again as follows:

* * * * *

"Obligations of contracts must yield to a proper exercise of the police power when such power is exercised, as in this case, to preserve the security of the State and the reforms adopted are reasonably adapted to the accomplishment of that end and are not arbitrary or oppressive. (11 Am. Jar. 1002-1003)."

"The right granted to the tenant to change the contract from share tenancy to that of leasehold tenancy can not be considered unreasonable or oppressive, because by the landlord's giving up of 5% of the harvest (the change from share to leasehold reduces the landlord's share from 30% to 25%), the tenant becomes more responsible, more competent, and financially prepared to comply with his obligations under the lease, to the ultimate benefit of the landlord, with the consequent improvement of a lot of a big segment of the population and thereby giving full meaning to the social justice directive contained in the Constitution."

Sec. 14 of the Rice Share Tenancy Law, We have declared, was inserted in the law to give the tenant an opportunity to improve his lowly lot, and this privilege was granted in the exercise of the police power to remedy an acute socio-economic problem existing in the country, especially in the rice producing provinces of Central Luzon. The case in Texas cited by counsel for petitioner can have no force in this jurisdiction because Texas does not have the socio-economic problem that our Share Tenancy Law seeks to remedy in this country.

Wherefore, the petition for certiorari should be, as it hereby is, denied. Without costs. So ordered.

Bautista Angelo, Concepcion, Reyes, J. B. L, Paredes and Regala, JJ., concur.

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