

TRINIDAD YAPTANGCO VDA. DE TIZON, PETITIONER, VS. DOMINGO M. CABAÑGON, AS JUDGE OF THE COURT OF AGRARIAN RELATIONS, THIRD REGIONAL DISTRICT, AND ROMUALDO DAVID, RESPONDENTS.

G.R. No. L-19735. January 23, 1967

Ponente: SANCHEZ, J.

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SANCHEZ, J.:

From 1942, herein respondent Romualdo David is tenant on two landholdings belonging to petitioner herein Trinidad Yaptangco Vda. de Tizon: one, a lot in Barrio San Bartolome, Sto. Tomas, Pampanga, with an area of 2.0853 hectares; the other in Sto. Tomas, Pampanga, consisting of two lots with a total area of 2.3662 hectares. Managing the landholding was Ursula Raquis up to 1959 when herein petitioner took a direct hand in the management. The division of the produce in both landholdings was 55% for the tenant and 45% for the landholder.

Respondent Romualdo David, on February 8, 1960 went to the Court of Agrarian Relations[1] [hereinafter referred to as the CAR], upon a verified petition praying inter alia, (1) that the 1959-1960 crop then just harvested be liquidated and divided on the sharing ratio of 62.5% - 37.5% in favor of the tenant for the landholding at San Bartolome, and 70% - 30% for that in Sto. Tomas, instead of 55% - 45% as in the past; and (2) that a reliquidation be made of the 1954-1955, 1955-1956, 1956-1957, 1957-1958 and 1958-1959 produce on the basis of 62.5% - 37.5% in favor of the tenant for the area in San Bartolome and 57.5% - 42.5% for the Sto. Tomas landholding.

In reference to the 1959-60 produce, the CAR issued an interlocutory order directing the Chief of Police of Sto. Tomas, Pampanga to cause, in the name of the CAR, the deposit with the San Matias Rice Mill owned by Eusebia Gomez of 15% of the net harvest from Sto. Tomas and 7.5% of that from San Bartolome; and to deliver 55% of the net produce from San Bartolome and 55% of the net produce from Sto. Tomas to respondent Romualdo David (petitioner below) and 37.5% of the net produce from San Bartolome and 30% from Sto. Tomas to petitioner (respondent below) Trinidad Yaptangco Vda. de Tizon. The interlocutory order was implemented. Receipt No. 3943 dated February 9, 1960 issued by Gomez Rice Mill was deposited with the CAR.

After trial on the issues, decision was rendered by the CAR declaring that the landholding at San Bartolome is a second class land while that at Sto. Tomas a first class land; that for 1959-60, the sharing ratio for the produce at San Bartolome is 62.5% for the tenant and 37.5% for the landowner, and 70% - 30% respectively for that in Sto. Tomas; that tenant Romualdo David is entitled to a reliquidation of the harvest for the crop years 1956-57, 1957-58 and 1958-59[2] in the following proportions: from the landholding at San Bartolome, 62.5% - 37.5% in his favor; and from the Sto. Tomas property, 70% - 30% also in his favor. Reason for this is that David contributed all labor, farm implements and work animals, and the expenses, except 1/2 of transplanting in the San Bartolome landholding, and fully those in Sto. Tomas. The dispositive part of the CAR decision of February 8, 1962, reads:

"WHEREFORE, decision is hereby rendered declaring the landholding in question situated at San Bartolome, Sto. Tomas, Pampanga, as a second class riceland, and the landholding situated at Sto. Tomas, Pampanga, as a first class riceland. Unless, otherwise the production henceforth will increase or decrease, the sharing arrangement of the parties henceforth will be in accordance with the classification of the land herein stated, and in accordance with the contributions of each of the parties.

The respondent-landholder, Trinidad Yaptangco, is hereby ordered to deliver and to pay the petitioner-tenant, Romualdo David, the amount of 62.01 cavans of palay or its equivalent in terms of pesos in Philippine tender according to the current price quoted by the ACCFA or NARIC nearest the landholding in question at the time of payment. Furthermore, the petitioner herein is hereby authorized to receive the amount palay represented in the Gomez Rice Mill Receipt No. 3943 dated February 9, 1960, issued by the said Rice Mill. For this purpose, the Gomez Rice Mill is hereby authorized to allow the withdrawal of the amount of palay mentioned in said receipt No. 3943 to and in favor of the herein petitioner, Romualdo David, and/or his counsel, Atty. Restituto M. David."

But, because petitioner merely sought a 57.5% - 42.5% sharing for the years 1956-57, 1957-58 and 1958-59, with respect to the Sto. Tomas landholding, on motion of landholder Yaptangco, the CAR, on April 13, 1962, modified the judgment thus—

"IN VIEW OF THE FOREGOING CONSIDERATIONS, The Court should DENY, as it hereby DENIES, the motion for reconsideration, except as to the sharing arrangement of the parties for crop years 1956-57, 1957-58, 1958-59, in the landholding in Sto. Tomas, in which the parties should share 57.5%-42.5% in favor of the petitioner-tenant. In this connection the second paragraph of the dispositive portion of the decision shall be as follows:

'That the respondent-landholder Trinidad Yaptangco, is hereby ordered to deliver and to pay the petitioner-tenant Romualdo David the amount of 22,175 cavans (instead of 62.01) of palay or its equivalent in terms of pesos in Philippine tender according to the current price quoted by the ACCFA or NARIC nearest the landholding in question at the time of payment. Furthermore, the petitioner herein is hereby authorized to receive the amount of palay represented in the Gomez Rice Mill, Receipt No. 3943 dated February 9, 1960, issued by the said Rice Mill. For this purpose the Gomez Rice Mill is hereby authorized to allow the withdrawal of the palay mentioned in said Receipt No. 3943 to and in favor of the herein petitioner, Romualdo David, and/or his counsel, Atty. Restituto M. David.' With this modification, the decision of February 8, 1962 should stand and is hereby maintained."

The landholder appealed.

1. Of critical importance is this problem: For purposes of classification of the ricelands held in tenancy by one tenant, is the sum total of all the areas so held to be considered as one unit? Or, should the separate landholdings be the basis? Solution of this problem assumes importance considering the disparity in legal sharing of the produce as reflected in Sections 32 and 33 of the Agricultural Tenancy Act, viz:

"SEC. 32. Share Basis. - The parties shall, on ricelands which produce a normal average of more than forty cavan per hectare for the three agricultural years next preceding the current harvest, receive as shares in the gross produce, after setting aside the same amount of palay used as seed, and after deducting the cost of fertilizer, pest and weed control, reaping and threshing, the amount corresponding to the total equivalent of their individual contributions, computed as follows:

1. Land 30%
2. Labor 30%
3. Farm implements 5%

4. Work animals 5%
5. Final harrowing of the field immediately before transplanting 5%
6. Transplanting 25%"

"SEC. 33. Share Basis on Second Class Land. - On ricelands, which produce a normal average of forty cavans or less per hectare for the three agricultural years next preceding the current harvest, the participation for the contribution of the land shall be twenty-five per centum and that of labor, thirty five per centum."

First, to the facts. Here, there are two landholdings. One is in San Bartolome. The other, consisting of two lots, is situate in Sto. Tomas. The land in San Bartolome produces less than that in Sto. Tomas. The total yearly production in each landholding from the 1956-57 to 1959-60 crops inclusive, appears in the following table -

Crop year Production of
San Bartolome Production of
Sto. Tomas Total

1956-57 61 cavans 120 cavans 181 cavans

1957-58 94 cavans 154 cavans 248 cavans

1958-59 69 cavans 110 cavans 179 cavans

1959-60 70 cavans 119 cavans 189 cavans

The variance in yield during three years 1956-57, 1957-58 and 1958-59 in both landholdings is not so wide as to take them out of the concept of normal. Because, conceivably, production of a given land varies from year to year. For, a number of factors enter into the production, such as, the kind of seed, irrigation, weather conditions, proper use of fertilizers, the diligence of the farmer, his ability to work, mismanagement, harmful insects and others.

The normal average annual yield of the San Bartolome land, for the three years preceding the 1959 - 60 crop year, is 74.66 cavanese. Since the San Bartolome land has a total area of 2.0853 hectares, the normal average is about 37 cavanese per hectare. Therefore, it is a second class land pursuant to Article 33 of the Agricultural Tenancy Act.

Similarly, the normal average yield per hectare per year of the whole Sto. Tomas land is (128 cavanese divided by 2.3662 hectares) about 54 cavanese. And, it is a first class land (Section 32 of the Act).

Of course, if we consider the San Bartolome land and the Sto. Tomas land as an indivisible landholding, then the normal average produce will be well over 40 cavanese per hectare.

But, it is quite clear that the two ricelands are separate and apart from each other. The San Bartolome landholding is 300 meters away from that in Sto. Tomas. The harvest in San Bartolome was being stacked at a place 10 meters apart from that in Sto. Tomas. The produce of each was separately threshed.

As we take another look at the law, we observe that the share basis is "on ricelands", not on the person tilling. Which induces belief that one tenant may hold one or more areas falling under one or both classifications—first or second class land—within the meaning of Sections 32 and 33 aforesaid, and that a tenant may have one or two sharing agreements if he has two or more separate landholdings falling under two different classifications. Our view here is reinforced by Section 56 of the Agricultural Tenancy Act directing that "[i]n the interpretation and enforcement of this Act and other laws as well as the stipulations between the landholder and the tenant, the courts and administrative officials shall solve the doubts in favor of the tenant".[3]

We accordingly rule that for purposes of classification of separate areas held in rice tenancy by one tenant, the

production of each of such separate areas should be taken into account.

Considering that the normal average produce of the San Bartolome landholding for three agricultural years previous to the 1959-60 crop is not more than 40 cavanese per hectare, the lower court is correct in classifying said land as second class land. And it appearing that the landholding in Sto. Tomas—taken as a unit of area—produced a normal average of more than 40 cavanese during said period, it is correctly declared as a first class land.

2. Herein petitioner assails the correctness of the change in the division of the produce for the agricultural year 1959-60. Petitioner's brief stresses the fact that tenant David demanded the change only before transplanting his seedlings in the Sto. Tomas landholding and that at the time of the demand, he had already performed the work of plowing and harrowing. Petitioner claims that the controlling legal provision is Section 14 of the Agricultural Tenancy Act, which recites:

"SEC. 14. Change of System.—The tenant shall have the right to change the tenancy contract from one of share tenancy to the leasehold tenancy and vice versa and from one crop-sharing arrangement to another of the share tenancy. If the share tenancy contract is in writing and is duly registered, the right may be exercised at the expiration of the period of the contract. In the absence of any written contract, the right may be exercised at the end of the agricultural year. In both cases, the change to the leasehold system shall be effective one agricultural year after the tenant has served notice of his intention to change upon the landholder."

Petitioner herein misconceives the extent of the tenant's right to sharing in the 1959-1960 produce. The tenant does not seek a change from one crop-sharing arrangement to another of the share tenancy. Because, the contributions of the landholder and the tenant to produce the palay are fixed. In the second class San Bartolome land, the tenant contributes all except the land and 1/2 of the transplanting expenses. So that, pursuant to law, the tenant's share in the produce is 62.5% to the landholder's 37.5%. In reference to the first class Sto. Tomas land, all that the landowner contributes is her land. Therefore, the sharing should be 70%-30%. These are the sharings which the court declared for the 1959-60 crop. Indeed, nothing is to be modified. No bargaining is involved such that the tenant or the landholder would be required to make preparations for the new arrangement in their respective contributions. As this Court well said in *Pineda, et al., vs. Pingul, et al.*, 92 Phil. 89, 91 -

"If any change is desirable in the matter of the sharing ratio, the initiative and decision should lie with the tenant who, under the spirit of the law, must be left to choose and determine what arrangement is suitable and advantageous to him, considering his ability to supply the implements and work animals and to defray the expenses of planting and cultivation." [4]

All that is to be done here is to enforce the crop ratio in accordance with actual contributions. Therefore, the provisions of Section 14 of the Agricultural Tenancy Act which requires that, in the absence of a written contract, the change from one crop-sharing arrangement to another of the share tenancy "may be exercised at the end of the agricultural year", does not apply to the 1959-60 crop.

Moreover, the contributions of tenant and landholder to the 1959-60 crop became a *fait accompli*. And the crop produced is there. The sharing in the crop for this agricultural year was based on the actual contributions of each. This is as it should be. For, contract notwithstanding, the law [5] decrees that such contract "shall be contrary to law, morals and public policy"—

"If the tenant is to receive less than the corresponding share for the different contributions he made to the production of the farm as hereinafter provided."

This must be so, because of the rule set forth in Section 34 of the same Act, viz:

"SEC. 34. Reimbursement Not Allowed.—Contributions or shares in the contribution to the production of the crop in the form of cash, grain or services, once shouldered or rendered alone by one party may not be

reimbursed by the other party after the phase or phases of work required in the joint undertaking shall have been completed."

Sections 11 (a) and 34 of the Act are but an expression in specific context of the ancient rule in equity that "'E aun dixerón que ninguno non deue enriqueszer tortizeramente con daño de otro'. (Regla 17, Title 34, Setena Partida, sentencias Tribunal de España, May 1, 1875; December 16, 1880; May 24, 1882; April 24, 1896." [6]

3. Nor will petitioner's disclaimer that she was not the landholder during the crop years 1956-57, 1957-58 and 1958-59 save her from reliquidation for those years.

Paragraph 3 of the tenant's petition below avers:

"3.—That the petitioner has been the tenant of the respondent on these two (2) parcels of landholding since 1942, and continuously up to the present;"

And the landowner's answer thereto is—

"3. That she admits paragraph 3."

This is a judicial admission conclusive on the fact that tenant and landlord relationship has been existing since 1942.[7] That this is the real fact is furthermore borne by the evidence. Petitioner herself testified that since 1942 up to 1958, inclusive, her aunt Ursula Daquis was "managing those farms", or "in charge of the lands".

Petitioner, therefore, cannot escape reliquidation for the years aforesaid upon the plea that the action for reliquidation should be directed against Ursula Daquis.

Upon the premises, we vote to affirm the judgment appealed from. Costs against petitioner herein, Trinidad Yaptangco Vda. de Tizon.

SO ORDERED.

Concepcion, C.J., Reyes, J.B.L., Dizon, Makalintal, Bengzon, J.P., Zaldivar, and Ruiz Castro, JJ., concur.

[1] CAR Case No. 664 - P'60, entitled "Romualdo David, petitioner, vs. Trinidad Yaptangco Vda. de Tizon, respondent."

[2] The prayer for reliquidation for the crop years from 1954 to 1956, inclusive, was denied, because under paragraph 3, Section 17 of the Agricultural Tenancy Act of the Philippines (R.A. 1199). "[i]n the absence of a written accounting in accordance with the preceding paragraph the tenant may, within three years from the date of the threshing of the crop in question, petition the Court to compel the landholder to render an accounting of the same in accordance with this section." See also: Mateo vs. Duran, et al., L-14314, February 22, 1961.

[3] In *De Santos vs. Garcia*, L-16894, May 31, 1963, this Court said: "However, in the consideration of social welfare legislations, like the one at bar, this Court is guided by more than just an inquiry into the literal meaning of the law. This Court will not ignore the truth that the broad considerations bearing upon the proper interpretation of tenancy and labor legislations are the ultimate resolution of doubts in favor of the tenant or workers. (Section 56). Similar principle is embodied in Article 1702 of our Civil Code."

[4] Emphasis supplied. See also: *Gomez vs. Sagmit*, et al., 92 Phil. 1065.

[5] Section 11 (a), Agricultural Tenancy Act.

[6] *Cuyugan vs. Santos*, 34 Phil. 100, 116. See also: Article 2142, Civil Code.

[7] Section 2, Rules 129, Rules of Court. McDaniel vs. Apacible, etc., et al., 44 Phil. 248, 255; Cunanan, etc., vs. Amparo, etc., et al., 80 Phil. 227, 232; State Bonding and Insurance Co., Inc. vs. Manila Port Service, et al., L-18754, June 30, 1964; Lopez, et al., vs. Pan American World Airways, L-22415, March 30, 1966. See Martin, Rules of Court in the Philippines, 1966 ed., p. 60, citing IX Wigmore on Evidence, p. 587.

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