

MANUEL SANTIAGO, PETITIONER, VS. RAFAEL CALUMPAG AND RITA ESTOR, RESPONDENTS.

G.R. No. L-14615. October 31, 1964

Ponente: BENGZON, C. J.

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BENGZON, C. J.:

This petition for review arose from a complaint for damages, due to allegedly illegal ejectment, which complaint was filed in December 1957, by Rafael Calumpag and his wife against Manuel Santiago, in the Court of Agrarian Relations, 7th Regional District, Cebu City.

The complainants averred that they were tenants of Manuel Santiago on a parcel of land planted to corn in Villahermosa, Pilar, Cebu; that a carabao was entrusted to them to till the soil; that on or about the second week of September 1957, during the harvest, Manuel Santiago asked them to vote for a certain congressman; that they answered they had already promised to vote for another candidate; that after the harvest, Santiago took away the said landholding, and then placed a new tenant thereon; and that they had been ejected from the landholding without any previous notice.

In his answer, Manuel Santiago asserted that the land really belong to one Bonifacia Maratas (married to Esteban Moste), who mortgaged it to him on September 15, 1956, under the condition that during the existence of the mortgage, he could administer the land and enjoy its produce; that on December 10 1956, unable to undertake its cultivation, Santiago allowed Calumpag to work on it as long as the said morgnge existed; that during said temporary relationship, Calumpag upon Santiago's request, took care of the hitter's carabao; that on September 1957, the said owners of the land, Bonifacia Maratas and Esteban Moste redeemed the mortgage; that during the harvest in the second week of September 1957, Santiago informed the tenants about said redemption, and told them to leave the land.

After a hearing, the Agrarian Court, without making specific findings, rendered judgment declaring that Manuel Santiago had no right to terminate the relationship, and ordering him to pay the tenants[1] damages in the amount of P78.00 and attorney's fees in the sum of P150.00.

Apparently, the Court believed Santiago's defense that his understanding with the tenants was that they could cultivate the land so long as the mortgage teas not repaid. However, it held that such agreement was void; and as Santiago "ejected" the tenants, ergo, he must pay damages.

Santiago prays for revocation of the judgement, imputing error to the Court's assumption that he continued to be the owner of the said landholding with power to retain the complainants in the possession thereof, stressing the circumstances that the land belongs to Bonifacia Maratas married to Esteban Moste.[2] He argues that as the morgage had been paid in September 1957, he ceased to be its possessor and that consequently, the juridical tie between him and the tillers of the soil had terminated.

Santiago further assails the lower court's opinion that the agreement, if any, to the effect that the respondents

would cultivate the land only while the said mortgage existed is null and void. He contends that there is no prohibition against fixing a period for the tenancy relationship; that sec. 9 of Republic Act 1199[3]—on which the judge ruled—merely gives the tenant the choice either to continue the landholding or to abide by the terms as fixed by the parties; that as applied to the instant case, the agreement between the parties that the relationship shall subsist only during the existence of the mortgage was in effect a standing notice to the tenants that they would have to make arrangements with the real owners, the mortgagors, to work on their own lands.

It is further argued that it was the real owners who had employed the substitute to plow the land as a paid laborer with a share in the produce; that when the land; was cleared, the real owner's son-in-law planted corn on; the land and thereafter gathered the harvest thereof.

The decision under review finds that the tenants left their landholding by reason of an agreement with petitioner that the life of their tenancy relationship should subsist; only during the existence of the mortgage. It says they were "ejected". But the evidence only shows that Santiago told them they had to leave because the term has expired. That act does not in itself constitute a wrong, since no force or threat was used. Republic Act 1199 (quoted in the previous page) merely gives the tenant the right to compel the owner of the land to continue to employ him; but this right can now be enforced because the Moste spouses are not parties to this litigation. All Santiago did was to inform them (p. 34 s.n.) of the expiration of his right to lease. There is no finding in the court's decision that these tenants left against their will or that they were forcibly turned out of the premises. On the other hand, the placing of the new tenant was not Santiago's act. It was the owners; and as to them, no decree may be issued because they are not parties to these proceedings; only Manuel Santiago was made defendant in the complaint before the court of origin, the Court of Agrarian Relations.

Wherefore, the judgment on appeal is set aside and Manuel Santiago is absolved from the complaint. No pronouncement as to costs.

Bautista Angelo, Concepcion, Reyes, J. B. L., Barrera, Paredes, Dizon, Makalintal, Bengzon, J.P., and Zaldivar, JJ., concur.

[1.] They did not ask to be reinstated.

[2.] See Exhs. "2", "3", "3-A", "3-B", and "3-C"; see also pp. 58-63, 101, 109-110, t.s.n.

[3.] "The expiration of the period of the contract us fixed ny the Parties and the sale or alienation of the land, do not of themselves extinguish the relationship. In the latter case, the purchaser or transferee shall assume the rights and obligations of the former landholder in relation to the tenant. * * *."

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