

FRANCISCO MARIANO, PETITIONER VS. APOLONIO DE LOS SANTOS AND THE HON. COURT OF APPEALS, RESPONDENT.*G.R. No. L-7376. May 31, 1955*

Ponente: REYES, A., J.

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This action was commenced by Apolonio de los Santos in the Court of First Instance of Zamboanga to recover possession of a piece of land, indemnity for its use, and damages and costs.

The defendants alleged that the court had no jurisdiction over the subject matter of the action because the land in dispute was a part of the public domain and, therefore, within the exclusive control of the Director of Lands, and that a great portion of said land was "cleared, planted, and improved by the defendant Francisco Mariano since 1935" under an agreement that plaintiff was to reimburse him for the fair value of said improvements. Defendants, therefore, prayed that the action be dismissed and that should possession of the land be adjudged to plaintiff, the latter be ordered to pay the said defendant Francisco Mariano the sum of P9,000.

After trial, the court rendered judgment ordering the defendant Francisco Mariano—the other defendant, his son-in-law, Pantaleon Francisco, being merely his laborer—to surrender the possession of the land in question and its improvements to plaintiff and to pay costs, but denied recovery for damages claimed by plaintiff and for compensation for improvements claimed by the defendant Francisco Mariano.

The judgment having been affirmed by the Court of Appeals, the case is now before us on a petition for certiorari by way of appeal from the judgment of the Court of Appeals.

From the findings of fact of the Court of Appeals, which are conclusive upon this Court, it appears that the land in dispute—identified as lot No. 270 of the Lamitan (Basilan) Cadastre—had been in the possession of plaintiffs for many years prior to the last world war. The land was applied for by him as a homestead (HA No. 9520), and his application was approved on February 16, 1937. About the year 1934, that is, prior to the approval of plaintiff's application for homestead, the defendant Francisco Mariano entered into an agreement with plaintiff to work on the land under certain conditions and conformably with that agreement he planted coconut trees which are now bearing fruits. Due to certain differences with plaintiff, Mariano filed with the Bureau of Lands a claim for P4,000 representing the value of the improvements introduced by him on the land. In view of said claim, the Director of Lands on March 13, 1948, ordered plaintiff to amend his application for homestead by excluding therefrom the portion improved upon by Mariano, as shown in in a sketch marked Exhibit 1, and ordered Mariano to file a homestead application for said portion, which Mariano did. Upon appeal, however, to the Secretary of Agriculture and Natural Resources, the decision of the Director of Lands was annulled and set aside and the parties were advised to take the case to court for the reason that Mariano was not claiming the land but only the improvements thereon.

The Court of Appeals likewise found that when Mariano entered the land in 1934 his contract with plaintiff was that he (Mariano) would plant coconut trees thereon for the use and benefit of plaintiff—with permission to gather

nuts for seedling as well as for his own use from the coconut trees that were already there—and that in consideration thereof, all the products he could harvest from minor crops, such as corn, palay, and sugarcane, would be for him. But as a result of a dispute which he had with plaintiff in 1937 regarding the manner in which the coconuts were being planted, Mariano stopped working on the land and left. However, in 1939, at the behest of his wife, he came back to the land and agreed to work under the following conditions: (a) that he would no longer plant coconuts nor benefit from the nuts of the trees that were on the land; (b) that from all the minor crops which he might plant thenceforth, he would give plaintiff the following share; 1/4 of the corn crop, 1/5 of the palay crop, and 1/4 of the sugarcane crop. Upon these terms Mariano and his son-in-law proceeded to plant palay, corn, and sugar cane. But Mariano did not comply with his part of the agreement for he did not give plaintiff his share of the crops notwithstanding letters addressed to him by plaintiff in that connection. However, when in 1944 plaintiff complained to the chief of police of the town, Mariano signed a document in the presence of said officer, promising to vacate the land in April of that year or pay damages should he fail to do so. But Mariano did not comply with this promise either, and instead he planted more coconut and other trees.

As found by the Court of Appeals, Mariano planted 700 coconut trees, of which 250 are already bearing; 90 coffee trees, all already bearing, and 24 coffee trees, three years old; 5 marang trees, three years old, 2 orange trees, and one lanson tree.

The Court of Appeals did not believe Mariano's claim that he had only one agreement with the plaintiff the one entered into in 1934, and that, according to it, he, Mariano, was to plant coconuts on the portion of the land here in dispute for which plaintiff was to pay him P1.00 per tree; that there was no agreement as to the compensation for the other trees; that the agreed compensation for planting coconut trees was what he could harvest from the temporary crops; that he did not agree with plaintiff in 1939 that the latter would have a share in the palay, corn, and sugar cane gathered from the land; and that, if he refused to vacate the land it was because plaintiff had refused to pay him the value of the improvements.

In this appeal, defendant Mariano assigns three errors, namely:

- The Honorable Court of Appeals erred in accepting Appellee's version of the terms of his contract with the Appellant, for the cultivation of the property in question.
- The Court of Appeals erred in disregarding completely Art. 361 of the Civil Code and in holding that the mere possession of the lot in question by Appellant for over 13 years is sufficient compensation for the value of his improvements introduced by him.
- The Court of Appeals erred in not reversing the finding of the trial court that the Appellant is a possessor in bad faith.

Of these three assignments of error, however, only the second merits our consideration, since the first and the third impugn factual findings of the Court of Appeals which, as already stated above; are conclusive upon us.

Under his second assignment of error, Mariano argues (1) that plaintiff has no right to eject him from the land which still forms a part of the public domain, and (2) that even if plaintiff be regarded as the owner thereof he may not oust defendant therefrom without compensating him for the improvements introduced by him in view of Articles 361 and 453 the old Civil Code, which guarantee to a planter or possessor in good faith the right to retain the premises until the value of the improvements introduced by him is paid.

We find no merit in either contention.

(1) Even supposing that plaintiff has not yet been issued a patent for his homestead, the fact is that he holds the

land under a homestead application which was approved in 1937. His possession is permitted, and in fact required, by the Public Land for he has to improve the land within a certain period or lose his preferential right thereto. Being legally in possession of the land, he is entitled to be respected in that possession and, when deprived thereof, may avail of the means established by the laws of procedure to regain it (Art. 446 of the old Civil Code, now Art. 539 of the new).

(2) As to Mariano's claim for compensation, it is important to note that, as found by the Court of Appeals, those trees were planted by the defendant on the land, under specific conditions. Under the first agreement, the trees were planted for the use and benefit of plaintiff, in consideration of which Mariano was made beneficiary of all the minor crops. Under a later agreements, defendant was not supposed to plant any big trees but only minor crops, and of the latter he was to give plaintiff his share. He never did, and on top of that he refused to vacate the land and continued to enjoy its produce and planted big trees in disregard of the agreement Defendant now claims compensation for the trees planted by him. Held: these circumstances, could not be considered a possessor or planter in good faith, and is therefore not entitled to compensation. Having already obtained the consideration for his labor he is clearly not entitled to any further compensation.

While not necessary for the purposes of this decision, the fact may be mentioned that for more than 8 years Mariano enjoyed the fruits of the land without giving plaintiff his share. Contrary to Mariano's contention, we think there is fairness in the pronouncement of the Court of Appeals that, even supposing that he was entitled to some compensation for the trees he had planted, such compensation is sufficiently offset by the benefits he has already obtained from the land.

In view of the foregoing, the judgment appealed from is hereby affirmed, with costs against the appellant.

Bengzon, Montemayor, Bautista Angelo, Labrador, Concepcion, and Reyes, J. B. L., JJ., concur.

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