

ROMEO ALMODIEL, PETITIONER VS. JUDGE RAMON BLANCO, JET AL., RESPONDENTS.*G. R. No. L-17508. July 30, 1962*

Ponente: BAUTISTA ANGELO, J.

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Romeo Almodiel filed a petition against spouses Romulo Legarde and Adelina Latigay before the Court of Agrarian Relations to recover 3,961 budded citrus and 3,900 citrus seedlings, or their value, in the aggregate amount of P5,143.30, with legal interest thereon from the filing of the petition. It is alleged that in the month of July, 1958, petitioner and respondents entered into a verbal tenancy contract to operate a citrus nursery on the land of respondents situated in Lambunao, Iloilo, upon the condition that the budded citrus shall be divided in the proportion of 1/3 as share of respondents and 2/3 as share of petitioner, but that on February 6, 1960, respondents ejected petitioner from the land thereby causing him damages.

Respondents in their answer alleged that there was no tenancy relationship between them and petitioner, nor did they eject him from the land as he claimed, the truth being that petitioner abandoned the nursery without the knowledge and consent of respondents. Because of such abandonment, respondents suffered damages.

Issues having been joined, the agrarian court set the case for hearing during which the parties agreed on some facts and presented additional evidence. And among the facts agreed upon are: Petitioner would furnish at his expense all the seedlings and seeds that may be necessary to establish the citrus nursery. He will also furnish the technical know-how in the care, cultivation, budding, and balling of the budded citrus. Respondents, on the other hand, would furnish (1) the land necessary for the nursery; (2) all the farm labor at their cost; (3) the insecticide or fungicide that would be necessary; (4) the board and lodging of petitioner during the duration of the tenancy; and (5) all chemicals, fertilizers, and bud tapes, such as bees, wax and resin.

The evidence of petitioner discloses that he brought from Lipa City to Lambunao, Iloilo, 20,000 seedlings less than one foot high which he planted in the nursery, out of which 10,000 survived. He also brought 3 1/2 gantas of citrus seeds. He budded the 10,000 seedlings and only 6,100 were successful. On the basis of 2/3 for petitioner and 1/3 for respondents, 4,067 trees should belong to him while 2,033 should belong to respondents. Out of 2,033 trees, respondents got 1,372 from the nursery and planted them in their orchard, aside from 156 which they sold to some persons as partial payment of their share. Out of petitioner's share of 4,067, he sold 106 at P1.20 per tree.

On February 6, 1960, he went with respondent Romulo Legarde to the nursery to ball 3,961 trees. Shortly thereafter, Legarde disappeared only to appear sometime in the afternoon and angrily stopped the balling. He approached Legarde and asked what happened to which Legarde replied that petitioner should go back to Batangas otherwise something will happen to him. At that time Legarde was armed with a pistol. Having heard that Legarde wanted to kill him, he reported the matter to the Chief of Police of Lambunao and the PC Commander of Iloilo. The price per tree of 3,961 budded citrus is P1.20, while that of the seedlings is P0.10 per seedling. The nursery project started in 1958.

The evidence of respondents shows that petitioner brought from Batangas 15,000 seedlings out of which 11,000 were planted and 4,000 withered and were thrown away. Of the 11,000 planted 2,000 died. Of the 9,000 that were budded, only 4,000 grew. They balled 894 trees and planted them in the demonstration lot as per their agreement but petitioner sold 106 trees because he needed money. Petitioner stayed in their house from July, 1958 to February, 1960, free board and lodging. Petitioner was not ejected. He asked permission from Romulo Legarde to go to Iloilo but he did not return. They were willing to have him back because the plants in the nursery would die for lack of proper care. He was selling 1,600 plants to overseer Mallari for P600.00 which was too cheap and so he was advised to wait for Romulo's wife. Because of this petitioner got angry. On February 6, 1960, after lunch, he asked permission to go to barrio Agserap. On the following day, Sunday, he returned to respondents' house, got his bag, asked permission to go to Iloilo and never returned.

Without passing on the merits of the claims of both parties concerning their disagreement and the damages they have allegedly suffered, the agrarian court confined the issue to the question of jurisdiction since that issue was raised by respondents in their answer based on the theory that there was no tenancy relationship between the parties. And after dwelling on the nature of the contract entered into between them relative to the establishment of the nursery, the court concluded that there was no tenancy relationship and so it dismissed the petition on the ground of lack of jurisdiction.

Almodiel interposed the present petition for review.

In reaching the conclusion that there was no tenancy relationship between the parties, the agrarian court made the following observation:

"There is no question that the agreement was to operate a nursery for budded citrus for sale to the public on the sharing basis of 2/3 for the petitioner and 1/3 for the respondents. There was no agreement that the original citrus plants, or the budded ones would be planted or transplanted, taken care of and made to bear fruits after which they would divide the fruits or the proceeds thereof in accordance with their agreement. Simply, the agreement was that, out of the budded citrus plants or trees which would successfully grow, 2/3 of them or the proceeds thereof would belong to the petitioner while 1/3 of them or the proceeds thereof would go to the respondents. It should be noted that labor in the cultivation of fruit trees consists of—watering the trees, fertilizing them for better production, uprooting weeds, turning the soil, fumigating to eliminate plant pests, etc., (Marcelo vs. De Leon, 105 Phil., 1175). These phases of labor were furnished by the respondents. It is therefore clear that, based on the agreement as crystallized in the pleadings and evidence on record, the petitioner did not perform the labor required of tenant.

"Aside from this, the labor in the preparation of the nursery, taking care of the plants and other incidental phases of labor was furnished by respondents. The petitioner who pretends to be a tenant, only did the budding, or the laborers of the respondents did the budding under the technical supervision of petitioner. In other words, he only contributed scientific knowledge in budding the citrus plants."

With the foregoing observation we disagree. There is no question that the parties have entered into a verbal tenancy agreement the purpose of which was to operate a citrus nursery upon, the condition that they would divide the budded citrus in the proportion of 1/3 as share of respondents and 2/3 as share of petitioner. It was agreed that petitioner would furnish all the necessary seedlings and seeds, as well as the technical know-how in the care, cultivation, budding and balling of the budded citrus, while respondents would furnish the land necessary for the nursery, the farm labor that may be needed to plant and cultivate and all the chemicals, fertilizers, and bud tapes that may be necessary for such cultivation. It would, therefore, appear that the tenancy agreement entered into between the parties has relation to the possession of agricultural land to be devoted to the production of agricultural products thru the labor of one of the parties, and as such comes within the purview of the term agricultural tenancy as defined in Section 3 of Republic Act No. 1199, as amended.[1]

It appearing that the present controversy involves a relationship which affects the rights of two litigants over the cultivation and use of an agricultural land, one of the parties agreeing to furnish the labor, such controversy comes within the jurisdiction of the Court of Agrarian Relations, as provided for in Section 7 of Republic Act 1267, as amended, which we quote:

"Sec. 7. Jurisdiction of the Court—The Court shall have original and exclusive jurisdiction over the entire Philippines, to consider, investigate! decide, and settle all questions, matters, controversies or disputes involving all these relationships established by law which determine the varying rights of persons m the cultivation and use of agricultural land where one of the parties works 'the land: Provided, however, That cases pending in the Court of Industrial Relations upon approval of this Act which are within the jurisdiction of the Court of Agrarian Relations, shall be transferred to, and the proceedings therein continued in, the latter court."
(Italics supplied)

The agrarian court, therefore, acted not in accordance with law when it dismissed this case on the ground of lack of jurisdiction.

The decision appealed from is reversed. The ease is remanded to the Court of Agrarian Relations for further proceedings. No costs.

Bengzon, C. J., Padilla, Labrador, Concepcion, Paredes, Dizon, Regala, and Makalintal, JJ., concur.

[1]"Sec. 3. Agricultural Tenancy Defined.—Agricultural tenancy is the physical possession by a person of land devoted to agriculture belonging to, or legally possessed by, another for the purpose of production through the labor of the former and the members of his immediate farm household, in consideration of which the former agrees to share the harvest with the latter, or to pay a price certain or ascertainable, either in produce or in money, or in both."

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