

JOSE MATIENZO, PLAINTIFF-APPELLANT, VS. MARTIN SERVIDAD, DEFENDANT-APPELLEE.

G.R. No. L-28135. September 10, 1981

Ponente: MELENCIO-HERRERA, J.

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MELENCIO-HERRERA, J.:

Under review is the judgment of the Court of Agrarian Relations, Branch I, Naga City, in CAR Case No. 920-CS-64, entitled "Jose Matienzo vs. Martin Servidad", dismissing plaintiff's action for Reinstatement, Reliquidation and Damages. This case was certified to us by the Court of Appeals on September 20, 1967, the principal issue being one of law, particularly, the interpretation of the contracts between the parties.

The controversy stemmed from the following uncontroverted facts:

Defendant Martin Servidad is the owner of a sixteen hectare agricultural land situated at Barrio Binahian, Sipocot, Camarines Sur. On April 16, 1961, he and plaintiff Jose Matienzo executed a private instrument[1] handwritten in the dialect of the locality by Feliza Servidad, wife of defendant Martin Servidad[2], and translated into English as follows:

"I Jose Matienzo, Elenita Robles, we husband and wife were instituted head-overseer in the land of Martin and Feliza de Servidad who will take care of their plants. Whoever resides in our land will have to obey the head-overseer as we have then authorized to supervise the landholding. Like borrowing loans needed if there is no letter from the Head-overseer to us we will not accommodate. So that whatever need you have you must inform the Head-overseer as the latter is the one to inform us.

The conditions for clearing the land are these: With respect to all your plants we will share no percentage for the land. But you will have to plant coconut in our land. We will not pay as this is our conditions. You are free to clear and plant the land as long as you wish. We must help one another for our betterment. Let us not do anything prejudicial to others. Let's do the best as it is better.

To show our conformity to the terms given by Martin and Feliza de Servidad, we signed in the presence of two witnesses this date." (Italics supplied)

Witnesses:

1. Jose Matienzo
2. Paulino Ponayo
3. S. Ralles

The area entrusted to plaintiff was seven hectares, on a portion of which he constructed his house.

On January 1, 1963, the parties entered into another agreement concerning the conditions of copra making and upland planting for the year 1963.[3] This was again handwritten in the local dialect by Feliza Servidad.[4] The English translation of the agreement reads:

"Condition in Copra Making and Upland

Planting This Year 1963

Binahian, Sipocot, Camarines Sur

"I, JOSE MATIENZO and ELENITA ROBLES, husband and wife, are hereby made caretakers of the land of Martin Servidad and Feliza de Servidad, and when we arrived on their land all plants are productive.

The condition given to us in copra making is one third, but before we begin copra making, we are to clean the plantation and everytime we make copra we separate nuts for seedling. We are given one male carabao (castrated). The condition for upland planting is this: all those that we are to plant no share will be taken for the land, but we are also to plant coconut, coffee, abaca, and the owner shall not pay the same. Before I signed this I have read the same. In truth we agree to the condition given to me, and I signed this 1st day of January, 1963 before two witnesses. In the year 1964 new agreement will be made. (*Italics ours*)

SGD. Jose Matienzo Elenita Robles

Sgd. Pedro Moreno - Vice Barrio Lieut.

Sgd. Jose Bacho

Jose Matienzo Elenita Robles"

Plaintiff planted bananas, bancocan, coffee, coconuts, breadfruits, abaca and some auxiliary crops. He also looked after the coffee and abaca plants of defendant, as well as the latter's goats entrusted to his care. For clearing the coconut plantation, he was paid per coconut tree he cleared. For his labor in making copra, he was paid 1/3 of the copra he made. Other persons who made copra therein were also correspondingly paid.

On January 30, 1964, defendant wrote plaintiff telling him not to "interfere with the plants" as they had no agreement yet for that year, and that being the landowner, he should be the one to decide in accordance with the "tenancy law"[5]. On March 4, 1964, defendant sent another letter to plaintiff prohibiting him from planting and clearing the land for the same reason[6]. Plaintiff sought the assistance of the Office of the Agrarian Counsel in Naga City. Efforts to settle the case amicably failed, as a consequence of which, plaintiff brought an action against defendant in the Court of Agrarian Relations of Naga City praying that defendant be held guilty of illegal ejectment; that in view of the strained relationship with defendant, he was waiving his right to reinstatement provided he be paid reasonable compensation for his improvements; and that defendant be ordered to pay him actual and moral damages.

The case was heard by Judge Valeriano A. del Valle, then by Judge Agustin Frivaldo, and terminated by Commissioner Benjamin G. Fernandez, who was appointed by the Court to hear the case on January 20, 1966, with the consent of the parties[7]. Based on the Commissioner's Report, which was adopted in toto by the Court, a judgment was rendered on May 17, 1966 dismissing the suit for lack of merit. Plaintiff moved for reconsideration, but this was denied. In its judgment, the Court *a quo* specifically made a finding that plaintiff had expressly waived his right to reinstatement "on account of his strained relationship with defendant."

Plaintiff appealed to the Court of Appeals, which Court, however, as hereinabove stated, certified the case to us on the theory that "where the issue is the construction or interpretation of contracts, or where all the facts are stated in the judgment and the issue is the conclusion drawn therefrom, the question is one of law reviewable by the Supreme Court".[8]

Plaintiff has assigned the following errors:

I

"The lower Court erred in hold-ing that appellant is merely an over-seer of appellee over the landholding in question.

II

The Court a quo committed a grave error in considering exhibits '2', 'C', & 'C-1' as contracts that established merely an overseer re-lationship between the appellant and appellee; in this regard the Court a quo deviated from the es-tablished procedures in determining the nature of a contract.

III

The Court a quo committed a grave error in authorizing the ejectment of appellant.

IV

The Court failed to observe the requirements of Sections 10 & 11, Rule 33 of the New Rules of Court."

The sole issue for determination is whether under the parties' agreements, plaintiff was instituted as an overseer or as a tenant by defendant.

To start with, a few basic principles on the interpretation of contracts should be reiterated. When there is no doubt as to the intention of the contracting parties, its literal meaning shall control.[9] Article 1372 of the New Civil Code further provides that however general the terms of a contract may be, they shall not be understood to comprehend things that are distinct and cases that are different from those upon which the parties in-tended to agree[10]. Therefore, a meaning other than that expressed or an interpretation which would alter its strict and literal significance should not be given to it.[11] Moreover, the entirety of the contract must be taken into consideration to ascertain the meaning of its provisions[12].

It is clear from Exhibit C that plaintiff was made an overseer of defendant, not a tenant. It was likewise expressly stipulated therein that "the con-conditions for clearing the land are these: With respect to all your plants we will share no percentage for the land." And again, "all those (coconuts) that we are to plant no share will be taken for the land"[13] The basic element of sharing in agricultural tenancy, therefore, is absent. The one-third share plaintiff received from copra-making constituted payments for the processing of copra. These are evidenced by re-ceipts[14]. Plaintiff also got paid for clearing the coconuts as shown by Exhibits 7 and 7-A[15].

A tenant is defined under section 5(a) of Republic Act No. 1199 as a person who, himself, and with the aid available from within his immediate household, culti-vates the land belonging to or possessed by another, with the latter's consent for purposes of production, sharing the produce with the landholder under the share tenancy system, or paying to the landholder a price certain or ascertainable in produce or in money or both, under the leasehold tenancy system. From the above definition of a tenant, it is clear that absent a sharing arrangement, no tenancy relationship had ever existed between the parties. What transpired was that plaintiff was made overseer over a 7-hectare land area; he was to supervise applications for loans from those residing therein; he was allowed to build his house thereon and to plant specified plants without being compensated; he was free to clear and plant the land as long as he wished; he had no sharing arrangement between him and defendant; and he was not obligated to pay any price certain to, nor share the produce with, the latter.

Although Exhibit 6 states that plaintiff and his wife were made "caretakers" of the land, there is a definite provision in both Exhibits C and 6 that de-fendant would not share in the produce of plaintiff's plants. Because of this aspect, the ruling in *Latag vs. Banog*, 16 SCRA 88 (1966), which holds that a "caretaker of an agricultural

land is also considered cultivator of the land", finds no applicability.

Besides, even if we were to rule that plaintiff is a tenant, the whole exercise would become academic since he has waived his right to reinstatement.

With respect to the fourth assignment of error, plaintiff asserts, for the first time, that the trial Court committed grave error in failing to notify the parties of the filing of the Commissioner's Report, and in not giving them ten days to object thereto pursuant to Section 10, Rule 33 of the Rules of Court. He also claims that the Court failed to set the Report for hearing in accordance with Section 11 of the same Rule. Be that as it may, well established is the rule that issues not raised in the trial Court can not be raised for the first time on appeal.

WHEREFORE, the Petition is hereby dismissed.

SO ORDERED.

Teehankee, (Chairman), Makasiar, Fernandez, and Guerrero, JJ., concur.

[1] Exhibit "C" & "C-1", Folder of Exhibits.

[2] Pp. 10-11, t.s.n., Oct. 24, 1964.

[3] Exhibit "6", Folder of Exhibits.

[4] p. 167, t.s.n., January 19, 1966.

[5] Exhibit "A", "A-1", Folder of Exhibits.

[6] Exhibit "B", "B-1", *ibid*.

[7] Pp. 141-142, Folder No. 1, CAR Record.

[8] *Cunanan vs. Lazatin*, 74 Phil. 719; *Ng Young vs. Villa*, 93 Phil. 21.

[9] Art. 1370, New Civil Code; *Cebu Portland Cement Co., vs. Dumon*, 61 SCRA 218 (1974).

[10] *Rep. vs. Vda. de Castellvi*, 58 SCRA 336 (1974).

[11] *City of Manila vs. Rizal Park Co.*, 53 Phil. 515 (1929).

[12] *Ruiz vs. Sheriff of Manila*, 34 SCRA 83 (1970).

[13] Exhibit "6".

[14] Exhibits "3", "3-A" to "3-C", "4", "4-A" to "4-D", "5", "5-A" to "5-C", Folder of Exhibits.

[15] *Ibid*.

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