

**SPOUSES AMADO BUENAVENTURA AND IRENE BUENAVENTURA,
QUINTIN HERNANDEZ AND CLARO FRANCO, PETITIONERS, VS. HON.
COURT OF APPEALS AND RAFAEL ESPIRITU, RESPONDENTS.**

G.R. No. L-44587. March 25, 1988

Ponente: CRUZ, J.

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CRUZ, J.:

This is a petition for review by certiorari under Rule 45 of the Rules of Court of a decision of the respondent court* sustaining the Court of Agrarian Relations in holding that the private respondent was an agricultural lessee and share tenant and so protected under the Agricultural Tenancy Act.[1]

In 1950, private respondent Rafael Espiritu leased from the petitioner spouses a fishpond belonging to them for the yearly rental of P1,000.00, payable in advance, under the additional condition that he would maintain the property in good condition and provide water for the latter's saltbed.[2] In 1955, Espiritu leased from the petitioners 18 of the 200 saltbeds which he also worked together with the fishpond.[3] In November 1972, the petitioners demanded that the private respondent leave the leased premises on the ground of alleged violation of the conditions of their lease contract.[4] The private respondent eventually did so but later complained to the Bureau of Agrarian Legal Assistance Office, which helped him file a complaint against the herein petitioners with the Court of Agrarian Relations.[5] After trial, the court decided in favor of the private respondent and, on appeal, was sustained by the respondent court.[6] The basic finding was that the contract of lease between the parties was not governed by the Civil Code, as asserted by the herein petitioners, but under the tenancy laws.[7]

We dismiss outright the petitioner's claim that the Court of Agrarian Relations lost jurisdiction to render its decision after the lapse of the reglementary period prescribed by Section 11(1), Article X, of the 1973 Constitution. This matter was categorically resolved in *Marcelino v. Cruz*,[8] later affirmed in *New Frontier Mines v. NLRC*[9] and *Federation of Free Farmers v. Court of Appeals*,[10] and in any event has become academic under the new Constitution.[11]

Concerning the nature of the lease, we uphold the factual conclusions of the trial court, it appearing that they are based on substantial evidence and are not tainted with grave abuse of discretion. As found by the agrarian court and affirmed by the respondent court, the private respondent was actually an agricultural lessee of the petitioners' fishpond and their share tenant of the saltbeds the produce of which they divided equally.[12] The only argument invoked by the petitioners in claiming that Espiritu was a civil law lessee is that the rentals were stipulated to be paid in advance,[13] but that is not decisive of the nature of this transaction. In fact, such kind of consideration and the manner of its payment may be agreed upon by the agricultural lessor and lessee in accordance with Republic Act No. 1199. In our view, the mere fact that the rentals were supposed to be paid in advance did not necessarily mean that they were not to be taken from the produce of the land after, and even before, the lessee's share was collected.

The contention that fishponds and saltbeds are not covered by the share tenancy system under Section 35 of Rep.

Act No. 3844 is incorrect. That provision merely says that the consideration, as well as the tenancy system prevailing, shall be governed not by that law but by Rep. Act No. 1199, as amended. Section 46 of the said law simply provides that "the consideration for the use of sugarlands, fishponds, saltbeds and of lands devoted to the raising of livestock shall be governed by the stipulation between the parties." There is nothing in this section even remotely suggesting that the transaction in dispute does not come under the general provisions of the first-mentioned law.

On the fixed yearly rentals of P1,000.00 from the fishpond, we have held that the use of the land by the tenant for a fixed amount in money or in produce or in both as consideration is an element of tenancy under the Agricultural Tenancy Act.[14] In the present case, the consideration was stipulated between the parties pursuant to the aforementioned Section 46 of Rep. Act No. 1199, as amended.

As share tenant of the saltbeds and agricultural lessee of the fishpond, the private respondent was entitled to security of tenure and so could not be dispossessed of the subject properties by a mere notice to vacate from the petitioners. It is not true that he abandoned the said properties for the fact is that he had to leave because he was being pressured to do so by the petitioners.[15] While there was no physical coercion imposed upon him, the moral ascendancy of the petitioners over the private respondent, who was merely their tenant, must have become unbearable to such an extent that he had to seek the counsel and assistance of the Department of Agrarian Reform.[16]

We are not impressed with the argument that the private respondent could not have been a mere share tenant and agricultural lessee because he has several children who are professionals. That will not necessarily make him prosperous himself nor does it mean he can stop making his own living. A man does not have to depend upon his children for his livelihood even if they are well off as long as he retains his strength and his pride to continue charting his own life and earning his own keep. There are thousands of such proud parents who are able to provide their children with a good education and a brighter future while themselves remaining as humble tillers of the soil and beholden to no man for their sustenance.

WHEREFORE, the appealed decision is AFFIRMED in toto. The petition is DENIED, with costs against the petitioners. It is so ordered.

Teehankee, C.J., Narvasa, Gancayco, and Griño-Aquino, JJ., concur.

[1] Rollo, pp. 15-25.

[2] Rollo, p. 3.

[3] Ibid.

[4] Id., p. 20.

[5] Brief for Plaintiff-Appellee, p. 10.

[6] Rollo, p. 25.

[7] Ibid., pp. 22-24.

[8] 121 SCRA 51.

[9] 129 SCRA 502.

[10] G.R. No. L-41222, November 13, 1985.

[11] Article VIII, Sec. 15(4).

[12] Rollo, pp. 19-20.

[13] Ibid., p. 20.

[14] Gabriel v. Pangilinan, 58 SCRA 590.

[15] Rollo, p. 20.

[16] Brief for Plaintiff-Appellee, p. 10.

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