

ANSELMO BULASAG ET AL., PETITIONERS, VS. ALIPIO RAMOS AND THE COURT OF INDUSTRIAL RELATIONS, RESPONDENTS.*G.R. No. L-2347. January 23, 1950*

Ponente: MORAN, C.J.

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This is an appeal by a certiorari taken by some tenants who have been dismissed by their landlord for just cause according to the Court of Industrial Relations.

The landlord, Alipio Ramos, filed a petition with the Tenancy Law Enforcement Division of the Department of Justice, asking for authority to dismiss his tenants Anselmo Bulsag, Rafael Garcia, Patricio Diaz, Juan Lopez, Juan Pujante and Segundo Bahia from their landholdings located in the barrio of Santol, municipality of Balayan, Province of Batangas, upon the ground that said tenants refused to sign contracts of tenancy in accordance with law. The authority was granted and the six tenants appealed to the Court of Industrial Relations wherein the authority applied for was also granted. Hence, the instant appeal of this court.

According to the facts found by the Court of Industrial Relations, Alipio Ramos, the landlord, is the owner of 40 hectares of land and has under his administration another 110 hectares of land belonging to his wife, both parcels of land being located in the barrio of Santol, municipality of Balayan, Province of Batangas. Great portions of these lands are planted with sugar cane and smaller portions with rice. Prior to the 1946-1947 agricultural year the sharing between the landlord and his tenants was on a 50-50 per cent basis, the tenants furnishing the work animals, farm implements and defraying a part of the expenses of planting and cultivation. The landlord also shared in said expenses because the harvesters who usually were the planters themselves were given one-tenth of the gross produce as compensation. Before the agricultural year of 1947-1948, the landlord advised his tenants to execute tenancy contracts embodying all the requirements of the Philippine Rice Share Tenancy Law (Act No. 4054, as amended) and providing as one of the terms and conditions thereof a sharing basis of 55-45 per cent in favor of the tenants, the landlord to share equally in all the necessary expenses for planting, cultivating, harvesting and threshing. The tenants refused to execute this kind of contract and in turn proposed a sharing basis of 70-30 per cent in their favor. The landlord asked for authority to dismiss his tenants upon their refusal to execute the contracts proffered to them. And the main issue is whether the tenants' refusal to execute said contracts is a just cause for their dismissal. This question was decided by the Tenancy Law Enforcement Division of the Department of Justice and by the Court of Industrial Relations in the affirmative. And consequently the landlord was given authority to dismiss his tenants should they fail to sign within ten days the tenancy contracts offered to them.

The Court of Industrial Relations held that "under the stipulation of facts, the proposal, terms and conditions under which the six respondents may be engaged again as tenants were, in all respects, fair, legal and in accordance with public policy. The proposed conditions are not unduly burdensome or prejudicial to the interest of the tenants. On the contrary, the conditions provide them better and improved sharing basis and greater profits compared to the conditions observed by the parties before the conflict arose. The conditions of the proposed

tenancy contract having satisfied and complied with all the requirements of the Philippine Rice Share Tenancy Act, as amended, and the ordinances appended thereto, the tenants may freely accept or reject it. The law gives them only this choice.

The contract proposed by the landlord as well as that offered by the tenants are both permitted by law and when as in the instant case the landlord and the tenants fail to reach an understanding, the Tenancy Law Enforcement Division of the Department of Justice in the first instance and the Court of Industrial Relations on appeal may in their discretion and under the circumstances of each case determine which of the two contracts must prevail. And if the contract as proposed by the landlord is favored, refusal of the tenants to sign the same within the time given them, may be deemed to be sufficient cause for their dismissal.

The landlord is the owner of the farm and as such has the choice in formulating the terms of his contracts of tenancy, provided he does not violate thereby the provisions of the law intended for the protection of the tenants and does not furthermore deliberately impose conditions that are burdensome and injurious to the interest of the tenants. Although the Philippine Rice Share Tenancy Act was intended to give the tenants a better participation in the fruits of their labor, there is nothing in that Act intended to destroy all the attributes of ownership, such, for instance, as the right of the owner to freely dispose of his property in a manner that is not offensive to the limitations contained in said Act. Therefore, if the contracts of tenancy proposed by the owner are not forbidden by specific provisions of the Tenancy Law and are not injurious to the tenants, they must be respected. And tenants' refusal to sign them is a just cause for their dismissal.

The decision of the Court of Industrial Relations is affirmed, without costs.

Bengzon, Padilla, Tuason, Montemayor, Reyes, and Torres, JJ., concur.
Ozaeta, J., no part.

DISSENTING OPINION

PARAS, J.:

I dissent.

Act No. 4054 allows the landlord and the tenant to enter into any tenancy contract not repugnant to existing laws, customs, morals and public policy. This is necessarily a mere option, since a contract requires meeting of the minds or consent of the parties. Anticipating failure to arrive at, or absence of, an agreement, said Act has wisely provided that the tenancy shall be on the share basis specified therein. The decision of the majority that compels the tenant to sign a tenancy contract proposed by the landlord and holds that the tenant's failure to do so is a just cause for his dismissal, would nullify the provision of Act No. 4054 that foresees and remedies the very situation wherein the parties fail to execute a contract.

If, as admitted by the majority, the contract proposed by the landlord and that suggested by the tenants are both permitted by law, the former and the latter are mutually to be blamed for their refusal to sign either contract. The action of the majority—which of course merely sustains the decision of the Court of Industrial Relations and the Tenancy Law Enforcement Division of the Department of Justice,—smacks of discrimination and favoritism, because a just and impartial remedy is offered by and found in Act No. 4054, namely, to leave the parties without any contract and thereby to let their tenancy to be governed by said Act.

DISIDENTE

PABLO, M.:

En mi humilde opinion, la negativa de los aparceros de aceptar la proposicion de contrato propuesta por el propietario no es motivo justo para echales del terreno que estan hoy labrando.

La Ley No. 34 de la Republica consagra la libertad de contratacion, y textualmente dice:

"Art. 7. Libertad de contratacion.—El propietario y aparcero tendran libertad de otorgar cualesquier formas de contrato de aparceria que no contravengan las leyes vigentes ni el orden publico y la moral. Tal contrato sera prueba concluyente de lo convenido entre las partes, excepto en caso de fraude o error, si dicho contrato no es denunciado o impugnado dentro de los treinta dias despues de su inscripcion en la tesoreria municipal, segun se prescribe en el articulo cinco de esta Ley."

De acuerdo con esta disposicion, el aparcero debe dar su consentimiento, sin amenaza o coercion de ningun genero. La amenaza como el fraude es elemento que vicia todo contrato. Si el propietario esta facultado para echar al aparcero por el simple hecho de rehusar su proposicion de contrato, entonces el obrero no obraria libremente. Esta suspendida sobre su cabeza la amenaza de ser despedido del terreno, a menos que estampe su firma en el contrato propuesto por el propietario. Eso es fascismo agricola en agraz. Un convenio no es valido si no es el concurso de las voluntades de los contratantes. El articulo 1261 delCodigo Civil claramente dispone que no hay contrato sino cuando concurre el consentimiento de las partes. En un contrato de aparceria en que el aparcero da su consentimiento a una proposicion del propietario por el temor de ser echado de la finca si no la acepta, no es contrato. Para poner de relieve la injusticia de la teoria, basta alterar los factores. ¿Es justo que al propietario se le obligue, bajo amenaza, a aceptar la proposicion del aparcero? Ninguno se atreverá a dar una contestacion afirmativa. Tampoco debe ser justo que al inquilino se le obligue a aceptar la proposicion del propietario.

Es cierto que la proposicion del propietario Alipio Ramos esta dentro de los limites marcados por la ley. Con todo, no es razon para que se obligue a los aparceros a aceptarla, como irrazonable es obligar al propietario a aceptar la proposicion del aparcero aunque esta dentro de los limites marcados por la ley. Para que haya igualdad, es indispensable que el aparcero tenga la libertad de aceptar o no cualquiera proposicion del propietario, como esta el propietario completamente libre para rechazar o aceptar cualquiera proposicion del aparcero. Obligar al aparcero a aceptar la proposicion del propietario es privarle de su derecho de ejercer su libre albedrio, es privarle de lo que le concede la ley de aparceria: la libertad de contratacion.

Debe revocarse la decision apelada.

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