

JOSE BELTRAN, PETITIONER, VS. NICANOR CRUZ, RESPONDENT.*G.R. No. L-20973. October 26, 1968*

Ponente: REYES, J.B.L., J.

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Appeal from a judgment of the Court of Agrarian Relations of Bulacan, in CAR Case No. 512, Judge Artemio Macalino presiding, authorizing landowner Nicanor Cruz to eject his sharecropper, Jose Beltran.

In 1959, Cruz and Beltran verbally entered into a share tenancy agreement on a 55-45 basis, Cruz, as landowner, to advance the amounts needed for the tenant's subsistence, which amounted to three cavan of palay and P40 in cash for the first agricultural year. On 3 June 1960, the parties (in Case CAR M-220 of Bulacan, 1960) subscribed before Court of Agrarian Relations Commissioner Vega an agreement whereby they stipulated, inter alia, that the sharing would henceforth be 75-25 in favor of the tenant, Jose Beltran, with the latter providing labor, animals, implements, transplanting and harrowing expenses; that the reaping costs would be paid to the reapers by the tenant and deducted from the gross produce but not exceeding 10% thereof. The contract specifically provided also:

“(6) That tenant Jose Beltran will notify the landholder at least one week of the date when he will transplant and cause the harvest of the crops;

“(7) That in case Jose Beltran shall have to reap in advance a portion of his crops he shall give at least one week notice in advance to the landholder or his representative, provided that the palay the tenant may reap for his subsistence shall not exceed ten (10) cavans and provided further that the same shall be deducted from his share.”

The court a quo found also that on 28 October 1960 Beltran asked Atty. del Rosario of the Court of Agrarian Relations to prepare and type a notice to the landowner of the tenant's intention to reap his harvest on 3 November 1960, which notice was sent by registered mail. It was received on the same day, 29 October 1960, and upon receipt thereof the landlord's administrator, Bibiano Ronquillo, Jr., accompanied by one Macario Espiritu, went to the tenant's home to advise him that they were agreeable to the proposed harvesting date. They did not see Beltran, but the latter, in company of Espiritu, later on saw Ronquillo, and it was agreed that the palay crop would be reaped on 3 November. However, on 2 November 1960, one day ahead of the date agreed upon, Beltran caused the reaping of the harvest to be done by his reapers.

Upon the landholder's complaint, patrolman Gutierrez, with the former's wife, a photographer and some witnesses, repaired to the holding of Beltran, and ascertained that on 2 November 174 balitas of palay had been reaped from 1/2 of one lot and 1/3 of another, and the equivalent of one petroleum can of palay had been threshed. The reaping and threshing were later completed under supervision of a Court of Agrarian Relations representative.

A criminal complaint was lodged against Beltran in the Justice of the Peace Court of San Miguel, but it was provisionally dismissed when the landlord instituted action in the Court of Agrarian Relations for ejectment of the tenant. There the defense was interposed that the reaping was done with the knowledge of the landlord's

administrator, Bibiano Ronquillo.

After trial, the Agrarian Court held that the advance reaping and threshing of part of the crop had been made on 2 November 1960, without the knowledge, presence or consent of the landlord or his administrator. It held that harvesting had been done in advance, in violation of the express terms of the contract and of the tenancy law (Republic Act 1199), and, as previously stated, ordered the ejectment of the tenant.

Unable to secure reconsideration, Beltran petitioned this Supreme Court for review, claiming that:

"1. The Honorable Court should not have given credence to the alibi of the three witnesses of petitioner, namely: judge Tecson, Mr. Espiritu and Mr. Ronquillo, Jr., who are two close friends and the latter, a son-in-law of petitioner, to the effect that all of them were in the cemetery at the time when respondent claimed that the two last mentioned went to his house to authorize him to advance for one day only, his reaping, which alibi could easily be concocted as was actually done in the instant case.

"2. The Honorable Court should not have given more significance to the inconsistent statements of respondent and his witnesses as to the exact time of arrival of Ronquillo, Jr. and Espiritu to respondent's house and also the precise number of reapers then present considering that no one of them had a watch.

"3. The Honorable Court should not have found respondent to have violated Section 39 of Republic Act No. 1199, as amended, with respect to pre-threshing because he was authorized to do so in accordance with paragraph 7 of the agreement entered into by him and petitioner's administrator on June 3, 1960."

We find no merit in this appeal. That the court of origin gave more credence to the version of the witnesses for the landlord (one of them being Justice of the Peace Lorenzo Tecson of San Miguel, Bulacan, and another being patrolman Eliseo Gutierrez), as against the testimony of the two witnesses for petitioner Beltran, does not authorize this court to interfere with the discretion of the agrarian judge in estimating the weight of the evidence. As in the case of the Court of Industrial Relations, Republic Act 1409, section 8, expressly limits our power of review, in case of decisions of the Court of Agrarian Relations, to questions of law, and to those questions of fact in which the decision is not supported by "substantial evidence"; but substantial evidence is not preponderance of evidence, and only requires that the finding be predicated upon relevant evidence which a reasonable mind might accept as adequate to support a conclusion.[1] That there was such proof in this case is clear from the record and the decision under appeal, specially taking into account that Judge Lorenzo Tecson, witness for herein respondent Cruz, was not even cross-examined by the counsel for petitioner. The conclusion is inevitable that issues Nos. 1 and 2, raised by petitioner Beltran, must be, and hereby are, overruled.

We thus come to the principal issue involved in this appeal: whether the reaping of the harvest by the tenant one day ahead of the date mutually agreed upon or set in the notice is sufficient cause to dispossess the tenant.

The Agricultural Tenancy Law (Republic Act 1199) gives the tenant the right to determine when to reap the harvest, provided it "shall be after due notice to the landholder" (section 36, paragraph 1); but the law also considers pre-reaping or pre-threshing a serious violation. Thus, section 39 of the Agricultural Tenancy Law prescribes that -

"Sec. 39. Prohibition on Pre-Threshing - It shall be unlawful for either the tenant or the landholder, without mutual consent, to reap or thresh a portion of the crop at any time previous to the date set for its threshing. Any violation by either party shall be treated and penalized in accordance with this Act and/or under the general provisions of law applicable to the act committed."

Among the sanctions established by the Act is the dispossession of the tenant for violation of any of the terms and conditions of the contract or any of the provisions of the Act (Section 50, subsection b) "Provided, however, that this subsection shall not apply when the tenant has substantially complied with the contract or with the provisions

of this Act" (Do.).

It is clear that the moving idea behind the requirement of the advance notice of the reaping, and the prohibition of doing it in advance of the date set, is to enable the landholder to witness, personally or by representative, the reaping and threshing operations. Pre-reaping in the absence of one party, due to unilateral advancing of the date of the harvest, inevitably generates ill feeling and strains relations between landholder and tenant due to the suspicion aroused that part of the harvest may have been illegally diverted. Such suspicion tends to poison the tenancy relation and is inimical to agricultural peace and progress; wherefore, strict compliance with the legal and contractual prescriptions as to the date of reaping and threshing are of the essence of the statutory policy.

For the foregoing reasons, the defense of substantial compliance interposed by the tenant may not be given weight in regard to the harvesting in advance of the date set for the purpose, and was correctly rejected by the court below. The plea of lack of damage is equally valueless, for there is no way of estimating, under the circumstances, whether the pre-harvested palay was fully accounted for.

As to the defense that the tenant did not fully understand the contents of the letter of notification to the landowner, because the same was written in English, the same does not deserve consideration. It was not raised in the original answer, and the petition to us cites no evidence to show that the letter did not faithfully convey the intention of the tenant. Manifestly, it is a last minute concoction to excuse non-compliance with the law: for, as found by the trial court, the date of harvesting set in the letter was also agreed upon between the tenant and the landholder's administrator when they met on 29 October 1960.

WHEREFORE, the decision under appeal is affirmed. Costs against petitioner Jose Beltran.

Concepcion, C.J., Dizon, Makalintal, Sanchez, Castro, Angeles, Fernando, and Capistrano, JJ., concur.
Zaldivar, J., on leave, did not take part.

[1] Cf. *United States Lines vs. Assoc. Watchmen's Union*, L-12208, 21 May 1958.

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