

**CENON BUENCAMINO, PETITIONER, VS. HON. PASTOR P. REYES,
JUDGE, COURT OF AGRARIAN RELATIONS, AND FEDERICO
PALLASIQUI, RESPONDENTS.***G. R. No. 11951. November 29, 1958*

Ponente: BENGZON, J.

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Through counsel, Cenon Buencamino has asked for review of the decision of the Court of Agrarian Relations, Second District, requiring him to reinstate Federico Pallasiqui as his tenant and to return to the latter 134 cavans of palay "Raminad" etc.

It is admitted that beginning with the year 1951 up to 1955-1956, Pallasiqui occupied, as tenant, Buencamino's parcel of five hectares in Lupao, Nueva Ecija, under a written contract whereby the former agreed to deliver every agricultural year—and actually delivered—110 cavans of palay to the landowner. Such relationship terminated in April 1956 when the tenant was allegedly dispossessed without justifiable cause. And so he brought the matter before the Agrarian Court demanding reinstatement. Furthermore, asserting he had given Buencamino more than the share allowed by the Rice Tenancy Law, he asked for return of the excess, plus attorney's fees.

In his defense Buencamino asserted that, pursuant to their five-year contract, Pallasiqui had voluntarily surrendered the land; that anyway the latter had forfeited his right to continue as tenant, because he cultivated other landholdings without his consent; that reinstatement may not be ordered, since the farm had been leased to other persons who were not actual parties to the proceeding; and that the amount of palay annually received in accordance with their agreement, constituted his rightful portion.

It appears that the Agrarian Court, rejecting the contractual stipulation of 110 cavans per year as contrary to public policy, allotted to Buencamino only the share of the landowner in the 70-30 proportion established by Act 4054 and Republic Act 1199; and declaring the harvest to be, in cavans, 210, 220, 240, 250, and 300 respectively for the years 1951 to 1955, found that the total of 550 cavans delivered to him exceeded, by 134 cavans, the landlord's legitimate allotment. Hence, the order to return such excess, or its value, plus interest at 6% from the filing of the complaint.

In this petition, Buencamino objects to the return or payment, and without questioning the partition ratio, vigorously assails the sufficiency of the evidence concerning the produce of his farm. But we find substantial supporting statements of witnesses; and considering that the discrepancies therein or the probatory value of their testimony is a subject for the lower court's evaluation, we cannot but affirm this part of the judgment appealed from.

However, we perceive error in the directive for the tenant's reinstatement. There is clear evidence that he planted corn and vegetables on the land of Attorney Rufino Fernandez, during the year he was tenantry for Buencamino, without the latter's knowledge and consent.

Section 24 of Republic Act 1199 specifically provides:

"SEC. 24. Prohibitions to Tenant.

(1) It shall be unlawful for the tenant, whenever the area of his holding is five hectares or more or is of sufficient size to make him and the members of his immediate farm household fully occupied in its cultivation, to contract to work at the same time on two or more separate holdings belonging to different landholders under any system of tenancy, without the knowledge and consent of the landholder with whom he first entered into tenancy relationship." (Italics ours)

Aware of Pallasiqui's extra farm activity, the court nevertheless held it inadequate ground for dismissal, first, because it involved no "rice planting" and second, because he badly needed "landholdings where rice is cultivated to support his big family" (Resolution of December 27, 1956).

In our view, the prohibition applies whether or not the two separate holdings be planted to the same crop. One may yield corn, the other rice; still the restriction stands. Evidently, the statute presumes that a farmhand cannot adequately cultivate more than a five-hectare field, and therefore, it prohibits his cultivating additional areas-unless of course the landowners, who thereby suffer from such scattered efforts, give their consent. Here there is no claim of approval by either Attorney Fernandez or Buencamino; so it becomes immaterial to inquire who was the landholder "with whom" Pallasiqui "first entered into tenancy relationship."

The tenant's need to plant rice for his family constitutes no valid reason to decline enforcement of the statute, inasmuch as it gives no leeway for the exercise of the court's discretion. Obviously, economic necessity furnishes no excuse for violating the express statutory prohibition. Needless to add, Pallasiqui could, after the separation, look for another rice land to cultivate, and/or exchange the corn and vegetables he raised elsewhere for the cereal needed for domestic consumption.

Under sec. 50(b) of Republic Act 1199 violation of the prohibition above-stated "shall be a sufficient cause for the dispossession of a tenant." And if added thereto, the expiration of the five-year period previously fixed by the parties supervenes, Buencamino may not be blamed for terminating Pallasiqui's tenure. The court should have approved the severance of the contractual ties.[1]

Our ruling on this aspect of the controversy makes it unnecessary to pass on the important procedural issue, raised by herein petitioner, concerning the indispensability of his new tenant as party to the litigation. And as no damages ought to be paid by the landlord because the contract's termination was justified, the need disappears of passing on the measure of damages payable.

Wherefore, affirming the decision in so far as it directs the return of 134 cavans "Raminad" or its equivalent, with interest, we hereby revoke its directives for Pallasiqui's reinstatement and for consequent damages. Judgment modified.

Paras, C. J., Padilla, Montemayor, Bautista Angelo, Reyes, J. B. L., and Endencia, JJ., concur.

[1]Under sec. 9, Republic Act 1199, expiration of the contract does not "of itself" extinguish the relationship. But "expiration" plus this violation should extinguish.

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