

**GREGORIO DE GUZMAN, PETITIONER, VS. GUILLERMO E. SANTOS,
IN HIS CAPACITY AS EXECUTIVE JUDGE OF AGRARIAN RELATIONS,
AND MANUEL PANER, RESPONDENTS.***G.R. No. 16568. November 30, 1962*

Ponente: PAREDES, J.

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Gregorio de Guzman (herein petitioner), was owner of a parcel of agricultural land (rice land), of about two (2) balitangs, situated in Antipolo, Rizal, admittedly the only property belonging to him. He was personally cultivating the land, when he mortgaged it in favor of his brother Florentino de Guzman, who, as creditor, had the land cultivated, thru his own tenants, one of whom was Nicolas Angeles, father-in-law of respondent herein, Manuel Paner, who, upon the former's death on May 21, 1957, succeeded him.

Sometime in February, 1959, petitioner redeemed the land from his brother and expressed his desire to cultivate it personally beginning the agricultural years 1959-1960. Informed of such desire, Paner voluntarily surrendered the possession of the land to petitioner, who thereafter commenced the preparation of the land for the said agricultural year.

On August 7, 1959, respondent Paner filed a complaint (dated July 31, 1959), before the respondent Court of Agrarian Relations (CAR), Case No. 77 (Rizal '59), alleging that he was dispossessed, for no legal or justifiable reason at all, in the cultivation of the land, beginning said agricultural year, and prayed that he be restored in the possession thereof and awarded the sum of P300.00 as attorney's fees. Answer was filed and after due trial on December 11, 1959, a decision was rendered, ordering Gregorio de Guzman to reinstate petitioner Manuel Paner in the landholding, with all the rights accorded and obligations imposed upon said petitioner, by R. A. 1199, as amended by R. A. 2263; to pay Paner thirty-eight (38) cavans of palay or its equivalent in money at P10.00 per cavan or P380.00; and to pay to petitioner the amount of P100.00 as attorney's fees. A motion for reconsideration and/or new trial was denied. Hence, the present petition for certiorari, asking that the decision of the lower court be set aside and the complaint dismissed.

In his brief, the petitioner alleged that the Court of Agrarian Relations erred (1) In declaring that the tenancy relation between the respondent Paner and the petitioner was not extinguished and/or terminated when said Paner surrendered the possession of the landholding in question to the petitioner; (2) In declaring that petitioner acted in bad faith and with fraudulent representation, when he informed respondent Paner that he (petitioner) was personally going to cultivate the land, beginning the agricultural years 1959-1960; (3) In declaring that petitioner did not personally cultivate the landholding in question, during the same period; and (4) In awarding damages to respondent Paner.

The trial court found as fully, established that the petitioner did not commit an unlawful act of dispossession, as contemplated in Section 49, R.A. 1199, because the land was voluntarily surrendered to petitioner by Paner but he failed to comply with the condition to work the land himself; for instead of personally working the land, and

performing the labor which should devolve upon the tenant he displaced, petitioner entrusted the major phases of farm labor to other persons, his (petitioner's) only participation in the cultivation of the holding, consisted of the superficial task of repairing and weeding the dikes and ditches and that in inducing petitioner to surrender the holding, herein petitioner acted in bad faith and committed fraudulent representations.

While as a general rule, the factual findings of the trial court should not be disturbed. We are, however, constrained to deviate from said rule in this particular case, because the record does not sustain with substantial evidence, the pretensions of respondents Paner. The pertinent provision of law which governs the situation at hand, is the following section of Act No. 1199:

"SEC. 50. Causes for the Dispossession of a Tenant.—Any of the following shall be a sufficient cause for the dispossession of a tenant his holdings:

(a) The bona fide intention of the landholder to cultivate the land himself personally or through the employment of farm machinery and implements: Provided, however, That should the landholder not cultivate the land himself or should fail to employ mechanical farm implements for a period of one year after the dispossession of the tenant it shall be presumed that he acted in bad faith and the tenant shall have the right to demand possession of the land and damages for any loss incurred by him because of said dispossession: * * *".

The imputation of bad faith and fraudulent representations is premised on the fact that when the land-holding in question was plowed and harrowed, preparatory to planting, petitioner was aided by his cousins Eugenio de la Rosa and Pastor Legaspi, and their sons, and by Aquilino Podia, a member of petitioner's household. It has, however, been fully shown, that the working animals and agricultural implements employed by them, during the harrowing and plowing stages, belonged to the petitioner and that during the plowing and harrowing, the petitioner was within the premises, and subsequent to the planting of the land, petitioner personally attended to the care of the growing plants. The respondent Court stated that the petitioner's work was confined merely to repairing and weeding the dikes and irrigation canals. Cultivation, however, is not limited to the plowing and harrowing the land alone. Among the various phases of farm labor provided by law, the maintenance, repair and weeding of dikes, paddies and irrigation canals in the holding, are included (Sec. 38, R.A. No. 1199, No. 3). The findings made by the trial court that petitioner had appointed new tenants to the landholding are not supported by competent, reliable or preponderant evidence. Respondent Paner himself declared that said de la Rosa and Legaspi worked in the land, but he was "not in a position to state whether they were hired tenants or helpers of Gregorio de Guzman" (Test. of Paner, Sept. 18, 1959, t.s.n. p. 16), and "did not know if they were working in the form of bayanis" t.s.n. p. 4, No. 4, 1959. And they were only seen to have worked three times. On the other hand, De la Rosa testified that he was not a tenant of the petitioner; that he was not paid and that if he and Legaspi ever helped in the plowing and harrowing of the land, it was because of previous favors extended to them and their families by said petitioner and under the "Bayanihan" or cooperative system of farm labor. Petitioner testified to the same effect.

The "bayanihan" is a laudable Philippine cooperative practice, specially true in rustic areas. The members of the bayanihan are not tenants, they do not receive pay and their work are utilized on temporary basis. The law does not prohibit the practice of bayanihan, either on the part of a tenant or the land holder. As appropriately commented by a well known author:

"The mere fact that respondent did not do all the work himself but temporarily utilized the services of others to help him, does not mean that he violated the condition imposed by the Court; it would have been otherwise had the respondent entirely entrusted the work to other persons and employed laborers on a permanent basis. The law does not prohibit the tenant or the landowner who works the land himself to avail occasionally of the help of the others" (The Law on Agricultural Tenancy by Judge G. S. Santos, pp. 28-29, italic ours).

"The requirement that the landholder must work the land himself personally does not preclude him from entrusting the cultivation of the holding to another person or persons, in case of illness or temporary incapacity, or to avail himself of the labor of the practice of exchange labor system, commonly known as the 'amuyo' or 'tagnawa' in the Ilocos regions, 'palusong' or 'bayanihan' to the Tagalogs and 'salibot' or 'ayon-ayon' in the Western Visayas. * * *" (The Law on Agricultural Tenancy by Santos, 1959 ed., p. 108).

Moreover, if a tenant is allowed to cultivate the land by himself or by the immediate members of his family or immediate farm household, there can be no plausible reason why the owner or landholder, if he cultivates the land himself, should not be permitted to do the same thing (Saclolo, et al. vs. Court of Agrarian Relations, et al. 106 Phil., 1038).

Because of the failure of respondent Paner to satisfactorily show that petitioner acted in bad faith in his dealings with him, the award of damages in his favor, made by the respondent Court, is unauthorized and constitutes a grave abuse of discretion. Furthermore, respondent Paner did not ask for damages, and even if he did, he failed to prove the same. Whether arising from a breach of contract or whether the result of some provision of the law, judgment for damages suffered, must rest upon satisfactory proof thereof.

The writ is granted, and the decision, subject of the present appeal, is reversed, without pronouncement as to costs.

Padilla, Bautista Angelo, Labrador, Concepcion, Reyes, J. B. L., Barrera, Dizon, Regala, and Makalintal, JJ., concur.

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