

**FRED ENRIQUEZ, PETITIONER, VS. HON. DOMINGO M. CABANGON,
PRESIDING JUDGE, CAR, SAN FERNANDO PAMPANGA, AND JUAN
MANALO, RESPONDENTS.**

G.R. No. 21697. September 23, 1966

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

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

Direct appeal by certiorari from a decision of the Court of Agrarian Relations, Third Regional District, in its Case No. 1149-P (1962).

The case arose from a petition filed in April, 1962 by Juan Manalo (respondent-appellee herein) to recover from his landlord, petitioner herein Fred Enriquez, the quantity of 10 1/3 cavanos of palay deducted from the gross produce of the land in Guagua, Pampanga, cultivated by the tenant. This rice corresponded to the reaping and insecticide expenses allegedly defrayed by the tenant, but which the landlord admittedly took in addition to his share, and deposited in a rice mill. The tenant also asked for a change from share tenancy to lease tenancy under Republic Act No. 1199 at an annual rental of 37.5 cavanos, claimed to be 25% of the average gross produce of the landholding, which is first class land. Finally, the tenant prayed for litigation expenses and attorney's fees.

The answer admitted the taking of the 10 1/3 cavanos of palay, as alleged in the petition, but denied the other allegations of petitioner; pleaded the unconstitutionality of section 14 of Republic Act 1199, allowing the change in the system of tenancy, and disputed its applicability to petitioner-tenant for lack of requisite notice to the landlord; claimed that the tenant had forfeited the right to stay in the land because he cultivated other landholdings without the landlord's knowledge and consent; and counterclaimed for the ejectment of the tenant on the ground that he had injured the landholding and impaired its productivity; and further, claimed back the land for cultivation by the son of the landlord, who is allegedly in urgent need of work.

After trial, the Agrarian court, on July 13, 1963, found for the tenant; allowed recovery of the 10 1/3 cavanos of palay from the landlord, or its equivalent value; declared the tenancy system to be on a leasehold basis beginning from the agricultural year 1963-1964, and dismissed the landlord's counterclaims. It denied the tenant's recovery of litigation expenses and counsel fees for lack of bad faith in the landlord.

From the decision, the landlord, Enriquez, appealed directly to this Court, assigning several errors of fact and law as committed by the trial judge.

The issues of fact posed by petitioner-appellant involve only questions of credibility of witnesses and weight of conflicting evidence that are peculiarly within the sphere of the Agrarian court to determine; and Act 1267, section 13, as amended, provides only for review of the decisions of that court limited to questions of law and that findings of fact of the Agrarian tribunal supported by substantial evidence may not be questioned. Moreover, the Land Reform Code, Republic Act No. 3844, section 156, in force before the present appeal was interposed, requires appeals on questions of fact to be submitted to the Court of Appeals. By appealing directly to this Court, petitioner-appellant, in effect, waived all such questions. We shall, therefore, confine our review to the issues of

law.

On the right of the landlord to take and retain the 10 1/3 cavanese deducted from the gross crop, he invokes the provisions of section 34 of the Rice Tenancy Act (R. A. 1199), as barring the tenants' claim for recovery. Said section provides:

"SEC. 34. Reimbursement Not Allowed. - Contributions or shares in the contribution to the production of the crop in the form of cash, grain or services, once shouldered or rendered alone by one party may not be reimbursed by the other party after the phase or phases of work required in the joint undertaking shall have been completed."

We agree with the court below that the above-quoted section referring, as it does, to "contributions or shares" for the production of the crop does not include the cost of seed, fertilizer, pest or weed control, reaping and threshing. Under section 32 of Act 1199, as amended, expenditures for this purpose are deducted from gross produce and are not shared but reimbursed to the one who paid for the same. Says section 32, R. A. 1199, as amended by R. A. 2263:

"SEC. 32. Share Basis. - The parties shall, on ricelands which produce a normal average of more than forty cavans per hectare for the three agricultural years next preceding the current harvest, receive as shares in the gross produce, after setting aside the same amount of palay used as seed, and after deducting the cost of fertilizer, pest and weed control, irrigation fees, reaping of not more than ten per centum of the gross harvest, threshing and, whenever applicable, broadcasting or other farm operations not listed in this Act as contributions or labor of tenant, the amount corresponding to the total equivalent of their individual contributions, computed as follows:

Contributions

Participation
Per Cent

1.

Land-----

30

2.

Labor-----

30

3. Farm Implements -----

5

4. Work Animals -----

5

5. Final harrowing of the field immediately before the transplanting -----

5

6. Transplanting -----

25

Provided, however, That the participation of any of the contributions enumerated above which are not actually contributed because of the nature of the farming culture followed, shall be divided between the landholder and tenant in the same proportion as their total contribution to the production.”

As the 10 1/3 cavanes taken by the landowner were found by the Agrarian court to cover the reaping and insecticide expenses incurred by the tenant, the latter’s right to recover the palay from his landlord (who carried them away in violation of law) is indubitable. No error was, therefore, incurred in ordering their return.

The right of the tenant to change the tenancy system under section 14 of the Rice Tenancy Act is attacked on the ground that the same is unconstitutional. The question need not now be considered at length. The validity and constitutionality of this part of the law has been already passed upon and upheld by this Supreme Court in final decisions (Ramas vs. C.A.R., et al., L-19555, May 29, 1964; Vda. de Macasaet vs. C.A.R., et al., L-19750, July 17, 1964), and petitioner has not submitted any new argument or authorities warranting a deviation from those rulings.

Petitioner also contends that, under section 14 of Act 1199, the change of system must be made by notice independent of the petition. We find nothing in the section referred to which requires such separate notice. The petition itself, served on the landlord, is effective as a notification, and since the Agrarian court made the change effective on the crop year 1963-64, the year after the filing of the petition, no prejudice was caused to the landlord. The law (section 14, R. A. 1199, as amended by R. A. 2263) requires merely that the right be exercised "at least one month before the agricultural year when the change shall be effected", and no particular form of notice is prescribed by the statute.

The argument that the right to change the tenancy system was forfeited, because the tenant had cultivated other properties in excess of the 5 hectares allowed by section 24 (i), and had employed subtenants, contrary to section 24(2) of the Rice Tenancy Act, must be overruled, since the factual basis for the claim was found to be non-existent by the Agrarian court.

Finally, the landlord avers that if the court below found that a notice of change system made in the tenant's petition is sufficient, it should have also held that the landlord's counterclaim was adequate notice of the desire to have the landholding cultivated by his son. This thesis is without merit: under the Rice Tenancy Act, as amended, section 50 (a), the landholder-owner, "at least one year prior to the date of his petition", must "file notice with the Court and inform the tenant in writing in a language or dialect known to the latter of his intention to cultivate the land". The language of the law (unlike in the requirement for a change of system under section 14) is clear that the written notice of dispossession must not only be filed in court but also furnished to the tenant one year ahead of the petition; hence, it can not be merged with the petition itself.

WHEREFORE, the decision under review is affirmed, with costs against petitioner Fred Enriquez.

Concepcion, C.J., Barrera, Dizon, Makalintal, Bengzon, J.P., Zaldivar, Sanchez, and Ruiz Castro, JJ., concur.
Regala, J., no part.

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