

JOSE GASTON ET AL., PLAINTIFFS AND APPELLANTS, VS. THE TALISAY-SILAY MILLING CO. ET AL., DEFENDANTS AND APPELLANTS.

G.R. No. 29967. March 27, 1929

Ponente: JOHNS, J.

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JOHNS, J.:

Plaintiffs cite and rely upon the ninth clause of the milling contract, which is as follows:

"It shall install platform scales or other modern devices for weighing said sugar cane and shall cause it to be weighed therein with precision, issuing to the owner or owners thereof receipts for the weights in due form, said weighing shall always be done in the manner that would permit the said owner or owners or their present representatives when they wish to do so."

They contend that under the terms of this clause, they have the legal right to be present at the weighing of their cane either in person or by their agents, if they desire to do so.

After a person has tilled the soil, planted and harvested his crop and delivers it to the mill to be weighed, it is very natural that he would want to know what his harvest will be, and that he would have a keen and personal interest in the weight of his crop, and without even a contract, he would have the legal right to be personally present at the weighing of his crop, and to feel and be assured that it is correctly weighed, and that he receives a just return for the fruits of his labor.

The defendants concede that the plaintiffs have the legal right to be represented at the weighing of their cane, and then cite and rely on clause 10 of the milling contract, which is as follows:

"That he shall appoint a committee or agents elected from the planters to fix and determine the extension of the lands which each planter must cultivate, take care of and inspect, and to watch the progress of each plantation and the means and manner of cultivation, in order that as far as possible there should never be lacking cane for the central to mill the 1,000 tons a day as agreed upon, during the minimum period of 120 days of milling each year. And that said committee or agents shall represent the planters in all such cases as may be connected with the 'Central' and in other cases to which reference is made in the obligations thereof."

It appears that under the terms of this clause, and to carry out the purpose and intent of the milling contract, an association was organized by the planters, known as "Asociacion de Agricultores de Talisay y Silay." That this association adopted by-laws of its own, pursuant to which a committee was appointed to supervise the planting and growing of the cane and the weighing of it, which in one form or another has been in existence since the construction of the mill and the signing of the milling contract by the planters in the years 1920 and 1921, and that by its terms, the contract of the planters with the milling company is for thirty years from the date of the signing. That this committee has supervised the weighing and control of the cane, and has devised ways and means so that the person who weighs the cane does not have any knowledge or information as to who may be its owner. That from about 1921 up to the times alleged in the complaint, this committee, pursuant to the by-laws of the

association, had the control and supervision of the weighing of the cane without any complaint or criticism. That a valid contract had been and is now in force between the planters and the milling company as to the manner and method in which the cane should be weighed, and that the plaintiffs being parties to, and having adopted and approved, that contract and that method of weighing their cane, they are legally bound by it, and have no cause for complaint.

We realize that this is an important case not only to the planters, but to a milling company of sugar cane. Be that as it may, with or without a contract, the planter has the inherent right to be personally present at the weighing of his own cane, if he desires to do so. But in the exercise of that right, he must not in the least interfere with or delay the operation of the mill. That is to say, when the cane of any planter is delivered at the mill and is ready to be weighed, he has the legal right to be personally present at the weighing of his own cane.

As we analyze clauses 9 and 10 of the milling contract and what was done by the planters themselves, the legal effect of the appointment of the committee by the planters amounted to a selection by them of their legal representatives who have the right to act for and represent the planters in the weighing of the cane, in the absence of the planters in person. That is to say, if the planter does not desire to be present in person in the weighing of his cane, he is then represented by the committee appointed by the planters to supervise the weighing, and that committee has the power to act for, and represent, the planter, who is not personally present at the weighing of his own cane, and acts for, and represents the planter, and that he is bound by its acts. In other words, clauses 9 and 10 should be so construed as to limit the legal right of the planter to be personally present at the weighing of his own cane, and that otherwise he is bound by the acts of the committee. That having approved and selected that method of being represented in the weighing of the cane, which has been approved and adopted by the milling company, he has no legal right to select another or different person than the one whom he selected in the form and person of the committee.

The judgment of the lower court is modified, and in lieu thereof, one will be entered that each of the plaintiffs has a legal right to be personally present at the time of the weighing of his own cane, and that, if not personally present, they are bound by the acts of the committee, which has the legal right to represent them in the weighing of their cane in the event any planter is not personally present. That the plaintiffs have no legal right to be represented by any other or different person than the committee. Neither party to recover costs. So ordered.

Johnson, Street, Malcolm, Ostrand, Romualdez, and Villa-Real, JJ., concur.

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