

**ANIANO TORRES AND JOSEFINA TORRES, PETITIONERS, VS. THE
HON. COURT OF APPEALS, HON. REGIONAL TRIAL COURT OF
NEGROS ORIENTAL, BRANCH 34, AND ADELA B. FLORES,
RESPONDENTS.**

G.R. No. 92540. December 11, 1992

Ponente: CRUZ, J.

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CRUZ, J.:

The petitioners failed in the Municipal Circuit Court of Pamplona, Negros Oriental, the Regional Trial Court of Dumaguete City, and the Court of Appeals. They are now before this Court for a fourth opinion.

The question before us is whether or not the original contracts of lease entered into between the petitioners and the private respondent have been validly renewed.

These contracts related to ten parcels of land belonging to Adela B. Flores, the herein private respondent, that she leased to the spouses Aniano and Josefina Torres, for a specified term of four agricultural years commencing from 1985 and at stipulated rentals payable in piculs of sugar.

It is not disputed that before the expiration of these contracts, the parties agreed on their renewal under the original terms, subject to the condition that the lessees would deliver to Flores the amount of P50,000.00 not later than February 15, 1989. Flores said she would need the money for her projected trip abroad.

Flores claims that the petitioners failed to comply with this condition and that consequently she informed them on February 17, 1989,[1] that she was taking over her property upon the expiration of the contracts. She reiterated this notice one month later and advised them not to undertake any new cultivation on the lands.[2] When her subsequent demands for the surrender of her property were disregarded, she sued the petitioners for illegal detainer.

In their answer to the complaint, the petitioners submitted that the contracts had been validly renewed because they had complied with the above-mentioned condition. As affirmative defense, they contended that the lease had been continued under the rule of tacita reconduccion and that the complainant was estopped from denying that she had granted them an option to renew the contracts.

After trial under the Rule on Summary Procedure, Judge Teopisto L. Calumpang held that the contracts had not been validly renewed because the Torreses had failed to deliver the amount of P50,000.00 in cash to Flores as promised. The total amount raised by the petitioners by February 15, 1989, was only P11,415.89.[3] This finding was affirmed on appeal to the Regional Trial Court of Dumaguete City by Judge Rosendo B. Bandal, Jr., who added that such non-compliance had been established by the admission of the petitioners themselves.[4]

In their appeal to the respondent court, the petitioners argued that (a) what was subject to the condition was the execution of the renewed written contract of lease; (b) granting that the condition was to be applied to the

principal contract, this was complied with as evidenced by the subsequent acts of plaintiff in withdrawing P50,000.00 worth of piculs of sugar; and (c) the appellee was placed in estoppel and guilty of bad faith because of the previously referred withdrawal.

Again they failed. On January 25, 1990, in a perceptive decision penned by Justice Celso L. Magsino, the Court of Appeals sustained the findings of the lower courts that the contracts had not been validly renewed.[5] The petitioners' motion for reconsideration was denied on February 19, 1990,[6] and they have now come to this Court as a last resort.

The present petition faults the Court of Appeals for not holding that the contracts of lease had been impliedly renewed, that the lessor was estopped from denying this, and that the contracts had been novated. The petitioners also complain that the supplement to their motion for reconsideration had not been taken into account.

The petitioners must fail again.

We begin by reiterating the familiar rule that the findings of fact of the lower courts are binding on this Court unless they come within the specified exceptions, which are also well-known.[7] None of such exceptions has been established in the case at bar. We therefore accept that there was an oral agreement between the parties to extend the original contracts of lease provided that the petitioners could deliver to the private respondent the sum of P50,000.00 in cash not later than February 15, 1989. This was a suspensive condition that was not met.

It is clear from the documentary evidence submitted by both parties that the two checks paid to Flores by the spouses Torres were in the separate amounts of only P1,686.15 and P9,729.74. They were undisputably far short of the required payment of the P50,000.00 rentals on the land by the petitioners as a condition for the renewal of the lease. Hence, Flores as lessor was not obliged to extend the contracts.

As correctly held by the Court of Appeals:

The evidence on record shows that when petitioner Josefina Torres came to see private respondent sometime in December, 1988, she requested that they renew their contract of lease which was to expire in crop year 1988-1989. Private respondent told her that she may consider petitioner's request if she could put up the amount of P50,000.00 cash to be applied to the rental of the leased sugar lands on or before February 15, 1989, which the respondent would need for her trip abroad, otherwise, they were going to abide by the subsisting contract of lease. When February 15, 1989 came, and petitioner Josefina Torres was not able to comply with the aforesaid condition, on February 17, 1989, respondent wrote petitioner Josefina that she would take over the cultivation of the subject lands. On February 20, 1989, private respondent caused her lawyer to write the petitioners not to make any further cultivation of the subject lands. Under the foregoing factual backdrop, the condition set up by private respondent that petitioner Josefina Torres produce and give her cash in the amount of P50,000.00 on or before February 15, 1989 is a suspensive condition for said respondent to consider the renewal, not the actual renewal yet of the contract of lease. Definitely, what transpired between private respondent and petitioner Josefina Torres, as found by the lower courts and which We find to be correct, is not an option given to the petitioners to renew the lease agreement. Given the fact that private respondent served notice to the petitioners that she was terminating the contract of lease as per their agreement, after the harvest of the canes from each parcel of land during the crop year 1988-1989, there can arise no implied renewal of lease (*tacita reconduccion*), but that the continued possession and cultivation of the subject lands therefore by the petitioners constitutes illegal detainer.

The petitioners' argument that they had complied with the condition because the private respondent had withdrawn from them *quedans* with a money value of more than P50,000.00 is not acceptable. The value of the *quedans* withdrawn as of February 15, 1989, amounted to only P11,415.89. Her acceptance of the two check vouchers representing the *quedans* might indeed have estopped her from arguing that the payments should have

been in cash, especially so since she had encashed the checks without objection. The obstinate fact, however, is that the cash value of the checks was undeniably below the stipulated P50,000.00 that was to be paid before the deadline.

The invocation of tacita reconduccion is futile. The facts of this case as found by the lower courts clearly show that there was no implied renewal but instead an express termination of the contracts of lease. This is evident from the letters of Flores to the petitioners advising them on February 17, 1989, that she would take over her property upon the end of agricultural year 1989 and on March 8, 1989, that they should not undertake any new cultivation of the leased lands and demanding again that they vacate the same. This demand had earlier been made by Flores's counsel on February 20, 1989.[8]

The Civil Code provides:

Art. 1670. If at the end of the contract, the lessee should continue enjoying the thing leased for fifteen days with the acquiescence of the lessor, and unless a notice to the contrary by either party has previously been given, it is understood that there is an implied new lease, not for the period of the original contract but for the time established in Art. 1682 and 1687. The other terms of the original contract shall be revived.

There was no acquiescence on the part of the lessor to the petitioners' continued stay in her property. On the contrary, she expressly informed them that she was not renewing the lease and in fact later demanded that they vacate her property. The private respondent's acceptance of the rentals beyond the original term did not signify that she had agreed to the implied renewal of the lease. The simple reason is that the petitioners remained in possession of the subject lands and, regardless of the outcome of their case, had to pay rentals to the private respondent for the use of her property.

The issue of novation does not deserve consideration in this petition as it was raised for the first time only when the case was already in the Court of Appeals.

Finally, we must also reject the complaint that the petitioners were denied due process because the respondent court did not take into account the supplement to their motion for reconsideration. The presumption is that such supplement was considered but found to be undeserving of further comment. Courts are not required to expressly dispose of every single point or argument raised by litigants, even if off-tangent, repetitive or absurd. Courts must distinguish between the substantial and the irrelevant or trivial as a practical measure for the proper harnessing of their time.

WHEREFORE, the petition is DENIED, with costs against the petitioners. It is so ordered.

Padilla, Griño-Aquino, and Bellosillo, JJ., concur.

[1] Rollo, p. 128.

[2] Ibid., p. 129.

[3] Id., p. 46.

[4] id., pp. 50-54.

[5] id., pp. 18-25; concurred in by De Paño, Jr. and Sempio-Dy, JJ..

[6] id., pp. 28-29.

[7] Universal Motor Corporation v. Court of Appeals, 205 SCRA 448; Dichoso v. Court of Appeals, 192 SCRA

169.

[8] *id.*, p. 45.

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