

**ZACARIAS OARDE AND PRESENTACION MOLAR, PETITIONERS, VS.
COURT OF APPEALS, SPOUSES WILFREDO AND LOURDES GUERRERO
AND SPOUSES ROGELIO AND VILMA MOLAR, RESPONDENTS.**

G.R. Nos. 104774-75. October 08, 1997

Ponente: PANGANIBAN, J.

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PANGANIBAN, J.:

Trial and appellate courts determine the existence (or nonexistence) of a tenancy relationship on the basis of the evidence presented by the parties. Certifications of administrative agencies and officers declaring the existence of a tenancy relation are merely provisional. They are persuasive but not binding on courts, which must make their own findings.

The Case

This principle is stressed by this Court as it rules on the instant petition for review on certiorari under Rule 45 of the Rules of Court assailing the February 26, 1992 Decision[1] of Respondent Court of Appeals[2] in CA G.R. CV No. 29453-54, the dispositive portion of which reads:[3]

“WHEREFORE, the judgment appealed from is set aside and another one entered as follows:

In Civil Case No. 7975:

- (1) Plaintiff Zacarias Oarde is ordered reinstated as lawful tenant-tiller of Lot 17 of the Agrarian Reform Project for Barangay Gotob, Camalig, Albay and restored immediately to the possession thereof.
- (2) Defendants Rogelio Molar and Vilma Molar are ordered to pay damages to plaintiff Zacarias Oarde in the sum of P5,850.00.

The decision of the court a quo dismissing the complaint of Presentacion Molar in Civil Case No. 7960 is hereby affirmed.

No pronouncement as to costs.”

Although Oarde was reinstated as tenant by the Court of Appeals, he is nonetheless dissatisfied and claims a larger amount of damages. On the other hand, Molar desires to be recognized as a tenant of private respondents and to be granted damages for her eviction. Hence, this recourse to this Court.

The Facts

The Court finds that the facts and allegations of the contending parties are fairly recited in the trial court’s decision, viz.: [4]

“The plaintiffs [petitioners herein] seek to enjoin the defendants [private respondents herein] from removing the former as tenant-tillers of the land in question and are likewise requesting for damages, as a result of their

dislocation from the land.

The following facts are admitted by the parties:

1. Their identity;
2. That the original tenant-tiller of the land was Francisco Molar, father of the plaintiff Presentacion Molar, and father-in-law of the other plaintiff Zacarias Oarde;
3. That the eldest and only son of Francisco Molar is Basilio Molar;
4. That defendant Rogelio Molar is the grandson of Francisco Molar, the former being the son of Basilio Molar;
5. That defendant spouses Wilfredo Guerrero and Lourdes Guerrero sold the herein involved parcels of land to the defendant spouses Rogelio Molar and Vilma Molar sometime in October 1987.

The issue to be determined as per order of the Court dated 15 September 1988 in Civil Case No. 7975, and order dated 27 June 1988 in Civil Case No. 7960, is whether plaintiffs in both cases are tenants of defendants in possession of the land and cannot be ejected therefrom except for cause.

It is the claim of the plaintiffs that they are [tenant-tillers] of the land in question.

Plaintiff Zacarias Oarde, testified that he began to till the land in question on April 29, 1964 when he got married to the daughter of Francisco Molar, and to substantiate his claim, he presented as one of his witnesses Gregorio Magnaye, an employee of the Bureau of Lands. He was the Chief of a Survey Team that conducted the survey in Gotob. The other members were technicians from the DAR.

He testified on cross-examination that in preparing the Summary Lists of the tenant-tillers in Gotob, Camalig, Albay, they conducted a barrio assembly. They arrived at the conclusion that certain persons were tilling certain properties owned by other persons because that was the listing of the DAR technicians (p. 11, tsn, Nov. 16, 1988). Before the survey was conducted, they gathered the tenants together with the barangay officials and interviewed them if they are the ones cultivating the property. The ones listed in the Summary Lists were the ones whose names were given by the barrio officials (p. 13, tsn. Nov. 16, 1988). Based on their survey, Zacarias Oarde was tilling two lots, Lots 17 and 18. These were the areas pointed to by Pedro Cervantes (p. 15, tsn. Nov. 16, 1988). (Zacarias, however, when he testified claims that he is tilling only one lot, Lot 17) Witness Magnaye alleged that as far as the property being tilled by Zacarias is concerned, information was given by Pedro Cervantes (p. 19). During the survey, Zacarias Oarde was not around. Zacarias admitted that when the survey was made, he was not present.

Another witness presented was Gregorio Medina. He was the President of the Samahang Nayon of Gotob in 1977. He knows the plaintiff Zacarias Oarde because the latter is a member of the Samahang Nayon. He alleged that he is not very particular about the land that the farmer-members till, but when they register for membership, he is informed that they are leaseholders (p. 2, tsn. 8 Dec. 1988). He signed this Exhibit A, in 1977, when he was called by the DAR personnel to their office. The document was already prepared. He did not read the contents. He really does not know if Zacarias was doing the farming all by himself because several people are tilling the land aside from Zacarias. Zacarias likewise works on the field of others. He had no hand in the preparation of the lists and he was not present when the persons included therein signed their names. He likewise did not verify whether the persons in the list were really farmers of the landholdings as mentioned therein. He knows for a fact that the former farmer of these lands in question was Francisco Molar.

Another witness presented was Gil Nabio. He testified that he personally knows Zacarias Oarde being a neighbor. Zacarias is tilling a land owned by Atty. Wilfredo Guerrero and saw him working on the field.

The wife, Melicia Oarde, likewise took the witness stand and testified that as tenant-tillers, they gave the owner's share to Atty. Wilfredo Guerrero.

On the claim of plaintiff Presentacion Molar in Civil Case 7960, she alleged that she is a tenant-lessee of the land in question previously owned by Atty. Wilfredo Guerrero. She started tilling the land in 1965. Before, she owned a carabao but sold it. She caused the land to be worked on 'Pakyaw' basis, hiring different persons for different work. She actually does not till the land (p. 16, tsn. July 11, 1989).

According to Zacarias Oarde who testified in behalf of Presentacion (sic), the latter began tilling in 1968. She is not married and she only hires laborers to till the land. It was Francisco Molar who distributed to his children the land they are farming. Presentacion hires laborers to prepare and plant the land. She does not actually till the land (p. 18, tsn. May 16, 1989).

Jose Neo, an employee of the DAR, testified that he did not in any way participate in the preparation of the document presented in evidence. He did not know whether it is genuine or a tampered one.

On the other hand, defendants in both cases claim that plaintiffs Presentacion Molar and Zacarias Oarde are not tenant-tillers of the land in question.

Basilio Molar, a witness for the defendants testified that Atty. Wilfredo Guerrero owns only one parcel of land in Gotob and this was previously farmed by his father Francisco Molar. After Francisco Molar's death, the land was tilled by witness Basilio Molar. Presentacion Molar and Zacarias Oarde are only helpers. From the share of the tenant-tiller Francisco Molar, Presentacion and Zacarias get their share.

Another witness was Ernesto Nares. He was one of the buyers of the property together with Rogelio Molar.

On cross-examination he stated that Zacarias Oarde and Presentacion Molar are not tillers of any land, whether coconut or riceland (p. 6, tsn. Nov. 3, 1989).

Rogelio Molar and defendant Wilfredo Guerrero likewise took the witness stand but their testimony centered on the denials that Presentacion Molar and Zacarias Oarde are tenants of the land."

The trial court held that Petitioners Molar and Oarde were not lawful tenants of private respondents. As noted above, public respondent affirmed the trial court's ruling in regard to Petitioner Molar, but reversed it with respect to Petitioner Oarde. It ordered the reinstatement of Oarde as a tenant and awarded him damages in the sum of P5,850.00.

Before us, Petitioner Molar prays that she be declared as a lawful tenant, and Petitioner Oarde asks that the damages awarded to him be increased from P5,850.00 to P13,850.00. Private respondents do not question the Decision of public respondent.

The Issues

Petitioners list the following assignment of errors in their petition^[5] and memorandum:^[6]

I. The appellate court erred in not giving credence and probative value to the official and public documents showing Presentacion Molar as the registered tenant-tiller of the lot in question.

II. The appellate court erred in not considering (sic) substantial facts, the testimonial evidence and admissions that greatly affected the result of this case.

III. The appellate court erred in not applying the provisions (sic) of the New CARP^[7] Law (RA 6657) and other applicable laws and jurisprudence favorable to tenant-tiller, Presentacion Molar.

IV. The appellate court erred in not computing correctly the total share that Zacarias Oarde was deprived of since October 1987 to the present.

V. The appellate court erred in not awarding actual damages, attorney's fees, litigation expenses, moral and exemplary damages to plaintiffs."

To avoid needless repetition, the Court believes that the issues may be condensed into three:

1. Is Petitioner Molar a lawful tenant?
2. Is the award to Petitioner Oarde of P5,850 as his lawful share in the harvests of his tilled land from October 1987 to May 1991 correct?
3. Are petitioners entitled to moral and exemplary damages as well as attorney's fees and litigation expenses?

The Court's Ruling

The appeal has no merit.

First Issue: Is Petitioner Molar a

Lawful Tenant-Tiller?

The essential requisites of a tenancy relationship are the following: (1) the parties are the landowner and the tenant; (2) the subject is agricultural land; (3) there is consent; (4) the purpose is agricultural production; (5) there is personal cultivation; and (6) there is sharing of harvests. All these must concur to establish the juridical relationship of tenancy.[8]

Markedly absent in the case of Petitioner Molar is the element of "personal" cultivation. Both the trial court and the Court of Appeals found that Molar herself did not actually cultivate the land, nor did her immediate family or farm household. Instead, she hired other people to do all phases of farm work.[9] Even her co-petitioner testified that she did not actually till the land and that she merely paid laborers to perform such task.[10] Thus, public respondent aptly held:[11]

"The trial court noted that Presentacion made inconsistent answers when asked when she began tilling the land, before she finally declared that she started tilling the property way back in 1965 (tsn, July 1, 1989). However, the element of personal cultivation is essential for an agricultural leasehold; that is, that there should be personal cultivation by the tenant or by his immediate farm household or members of the family of the lessee or other persons who are dependent upon him for support or who usually help him in his activities (Evangelista vs. CA, 158 SCRA 41). The law is explicit in requiring the tenant and his immediate family to work the land (Bonifacio vs. Dizon, 177 SCRA 294), and the lessee cannot hire many persons to help him cultivate the land (De Jesus vs. IAC, 175 SCRA 559).

In this case, Zacarias Oarde, testifying for Presentacion Molar, (tsn, May 16, 1989) declared that Presentacion 'does not actually till the land but she pays laborers to till the land' (p. 12); she is single, owns no working animals, nor farm implements (p. 9). Presentacion herself admitted that she has 'the property tenanted on pakyaw basis' meaning that she hires different persons for harrowing, for plowing, and for harvesting and that she did not actually till the land, but merely pays others 'because (I) am a woman'; she owns a small store (tsn, July 11, 1989, pp. 16-19).

We agree with the trial court that We cannot have a case where a landlord is divested of his landholding and somebody else is installed to become a new landlord." (Underscoring supplied.)

We stress that both the respondent appellate court and the trial court found that Petitioner Molar was not a tenant of Private Respondent Wilfredo Guerrero. Petitioners are in effect asking this Court to assess the evidentiary basis of the foregoing factual conclusion. This we cannot do. In *Fuentes vs. Court of Appeals*,^[12] we explained that only questions of law could be raised in a petition for review on certiorari under Rule 45 of the Rules of Court:

"Jurisprudence teaches us that '(a)s a rule, the jurisdiction of this Court in cases brought to it from the Court of Appeals x x x is limited to the review and revision of errors of law allegedly committed by the appellate court, as its findings of fact are deemed conclusive. As such this Court is not duty-bound to analyze and weigh all

over again the evidence already considered in the proceedings below. This rule, however, is not without exceptions.’[13] The findings of fact of the Court of Appeals, which are as a general rule deemed conclusive, may admit of review by this Court:[14]

- (1) when the factual findings of the Court of Appeals and the trial court are contradictory;
- (2) when the findings are grounded entirely on speculation, surmises, or conjectures;
- (3) when the inference made by the Court of Appeals from its findings of fact is manifestly mistaken, absurd, or impossible;
- (4) when there is grave abuse of discretion in the appreciation of facts;
- (5) when the appellate court, in making its findings, goes beyond the issues of the case, and such findings are contrary to the admissions of both appellant and appellee;
- (6) when the judgment of the Court of Appeals is premised on a misapprehension of facts;
- (7) when the Court of Appeals fails to notice certain relevant facts which, if properly considered, will justify a different conclusion;
- (8) when the findings of fact are themselves conflicting;
- (9) when the findings of fact are conclusions without citation of the specific evidence on which they are based; and
- (10) when the findings of fact of the Court of Appeals are premised on the absence of evidence but such findings are contradicted by the evidence on record.”

Whether Petitioner Molar was a tenant-tiller is a question of fact. Molar has not shown that her case falls under any of the recognized exceptions to the ironclad rule that only questions of law may be raised before this Court in a petition for review under Rule 45 of the Rules of Court.[15]

In any event, Petitioner Molar submitted the following documentary exhibits to support her claim that she was a tenant:

“Exhibit A Summary List of Rice and Corn Lands

A-1 Signature of defendant Rogelio Molar

A-2 Signature of the Barangay Captain

A-3 Signature of the President, Samahang Nayon

B Addendum Index Log Sheet

B-1 Lot 17 & 18

C Police Blotter re: complaint of plaintiffs-appellants

C-1 Signature of Jose Segovia, Team Leader I, DAR

D Parcellary Map[p]ing Sheet

E Letter of Atty. Lladoc of DAR to the Station Commander, Camalig, Albay

G DAR letter to parties re: Mediation Conference.”

She adds that she “has been a registered tenant-tiller of Lot 1 since 1977”[16] as evidenced by certifications from a team leader of the Department of Agrarian Reform (DAR). These documents, she argues, show that she was a tenant of the land in question because “factual findings of administrative agencies are entitled to great respect and even accorded finality.”[17] Petitioner Molar prays that we give credence to these documents in her favor, in the same way that the Respondent Court did in favor of Petitioner Oarde. She also contends that *Don Pepe Henson Enterprises vs. Pangilinan*[18] is “on all fours” with the present controversy, specifically citing the following pronouncement of the Court therein:

“We also note that private respondents have already been listed as farmer beneficiaries of the Land Transfer program of the government, as certified by the Team Office of the Ministry of Agrarian Reform. This fact reaffirms the conclusion of tenancy reached in this case, and strengthens our view that these tillers of the soil are to be respected in the cultivation of their landholdings.”

We are not impressed by petitioner’s reliance on numerous certifications of administrative agencies that she was a tenant of Lot 1. Assessing the evidence in hand, both lower courts concluded that Petitioner Molar was not a tenant. The certifications issued by administrative agencies or officers that a certain person is a tenant are merely provisional and not conclusive on courts, as ruled by this Court in *Cuaño vs. Court of Appeals*,[19] citing *Puertollano vs. IAC*[20]

“Secondly, the certification issued by Mr. Eugenio Bernardo of the MAR (Ministry of Agrarian Reform) is very much like the certifications issued by the Secretary of Agrarian Reform and other officials of the Ministry and later the Department of Agrarian Reform concerning the existence of tenancy relationships in respect of agricultural lands from which persons, who claim to be tenants, are sought to be ejected. It is well-settled that the findings of or certifications issued by the Secretary of Agrarian Reform, or his authorized representative, in a given locality concerning the presence or absence of a tenancy relationship between the contending parties is merely preliminary or provisional and is not binding upon the courts. Thus, in *Puertollano, et al. v. Hon. Intermediate Appellate Court, et al.*, this Court held that:

‘From the foregoing provisions of the law [Section 2 P.D. No. 316 and Section 2 P.D. No. 1038], it is clear that the trial court cannot take cognizance of any ejectment case or any other case designed to harass or remove a tenant in an agricultural land primarily devoted to rice and corn without first referring the same to the Secretary of Agrarian Reform or his authorized representative in the locality for a preliminary determination of the relationship between the contending parties. If said officer finds that the case is proper for determination by the court it shall so certify and thence said court may assume jurisdiction over the dispute or controversy. Such preliminary determination of the relationship however, is not binding upon the court. Said court may after due hearing confirm, reverse or modify said preliminary determination as the evidence and substantial merit of the case may warrant. (Emphasis supplied)”

Furthermore, these documents were based merely on bare ex parte allegations of different persons.[21] Even worse, Molar’s own witness, Jose Neo, “an employee of DAR,” testified that “he did not in any way participate in the preparation of the document presented in evidence.”[22]

In *Don Pepe Henson Enterprises*, cited by petitioners, the conclusion of this Court on the existence of a tenancy relationship was based on the evidence presented before the trial court and not on the certifications issued by the DAR; said certifications merely “reaffirm[ed]” and “strengthen[ed]” the conclusion of the court. In other words, the cited case is inapplicable to the present controversy because Petitioner Molar has not convinced us that she was a tenant in the first place.

Petitioner Molar further argues that Respondent Court failed to apply the following laws:

“1. Section 6, RA 6657[23]

2. Section 106, PD 1529[24]
3. Section 10, RA 3844[25]
4. Section 9, RA 1199 as Amended by RA 2263[26]
5. Section 4, PD 583[27]
6. Section 12, RA 6389[28]

The foregoing provisions enumerate the benefits available to a tenant. Presentation Molar cannot claim such benefits because, precisely, she failed to prove that she was a tenant at all.

Second Issue: Share of Petitioner Oarde from Harvests

Petitioner Oarde contends that Respondent Court erred in computing the award due him. He claims it should be P13,850.00, not P5,800.00, representing “the loss of 70 cavans of palay for the period October 1987 to May 1991 (filing of Brief) priced at P195.00 [each] or a total of P13,850.00, corresponding to seven (7) harvest seasons for three and one-half years (3 1/2) counted from October 1987 to May 1991.”[29]

We are not convinced. A party is entitled to adequate compensation only for duly proved pecuniary loss actually suffered by him or her. Such damages, to be recoverable, must not only be capable of proof, but must actually be proved with a reasonable degree of certainty. Damages cannot be presumed or premised on conjecture or even logic. In making an award, courts must point out specific facts which show a basis for the amount of compensatory or actual damages.[30] The claim of 70 cavans of palay is based on the unsubstantiated allegation that the subject riceland yielded two harvests a year. We need only to quote the finding of the appellate court to show the folly of Oarde’s peroration on this point:[31]

“In their brief, the plaintiff-appellant Oarde seeks actual damages corresponding to the loss he suffered for failing to get his share of the produce since October 1987 - alleging that his average share is 10 cavan. Melicia Oarde testified that since October 1987, they were not able to get their share of the produce, averaging 10 cavan of palay (after deducting the landowner’s share) for the third planting season (tsn, Dec. 9, 1988, p. 8). There is no other credible evidence of record pertinent to the claim of pecuniary loss of 70 cavan based on the alleged prevailing price of P184.00 to P197.00 per cavan of palay. Accordingly, the award for actual damages on the basis of the unlawful dispossession by the vendee defendants Rogelio and Vilma Molar is calculated at 30 cavan at the average price of P195.00 prevailing at that time (not disputed by appellee) or P5,800.00.”

Third Issue: Damages, Litigation Costs and Attorney’s Fees

Petitioners plead that they were “dispossessed of their landholding” and “compelled to litigate and incur expenses in the prosecution of this suit,” which entitle them to attorney’s fees under Article 2208[32] of the Civil Code. Further, they also pray for an award of P6,000.00 as “actual expenses” and the additional amount of P4,000.00 which they incurred in this appeal. Petitioners claim P10,000.00 as moral damages for their “economic, physical and emotional sufferings” which were the “inevitable and proximate result of their being ousted from the land without any justifiable cause.” They leave to the sound discretion of this Court their claim for exemplary or corrective damages.[33]

Respondent Court denied the claims for “moral and exemplary damages and attorney’s fees x x x for lack of legal and/or factual basis.”[34] We find no error in such ruling.

The award of attorney’s fees depends upon the circumstances of each case and lies within the discretion of the court. We scoured the records and, like the Court of Appeals, found no legal, factual or equitable justification for

the award of attorney's fees.

Likewise, we deny the claim for moral and exemplary damages. Aside from the naked allegations of physical and emotional sufferings, petitioners failed to substantiate their claims. Likewise, exemplary damages are imposed not to enrich one party or impoverish another, but to serve as a deterrent against or as a negative incentive to socially deleterious actions. In this case, no harmful act can be attributed to the private respondents which warrants the award of exemplary damages.

WHEREFORE, the petition is hereby DENIED. The assailed DECISION is AFFIRMED in toto. Costs against petitioners.

SO ORDERED.

Narvasa, C.J., (Chairman), Romero, Melo, and Francisco, JJ., concur.

[1] Rollo, pp. 19-26.

[2] Thirteenth Division composed of J. Minerva P. Gonzaga-Reyes, ponente; and JJ. Arturo B. Buena and Quirino D. Abad Santos, Jr., concurring.

[3] Rollo, pp. 25-26.

[4] Trial court's decision, pp. 1-3; original records of Civil Case No. 7975, pp. 264-266.

[5] Rollo, pp. 2-3.

[6] Ibid., pp. 88-89.

[7] Comprehensive Agrarian Reform Program.

[8] Sintos vs. Court of Appeals, 246 SCRA 223, 227, July 14, 1995; Castillo vs. Court of Appeals, 205 SCRA 529, January 27, 1992.

[9] De Guzman vs. Santos, 6 SCRA 795, November 30, 1962.

[10] CA Decision, p. 6; Rollo, p. 24.

[11] Ibid., pp. 6-7; Rollo, pp. 24-25.

[12] G.R. No. 109849, pp. 5-8, February 26, 1997, per Panganiban, J.

[13] Gaw vs. Intermediate Appellate Court, 220 SCRA 405, 413, March 24, 1993; citing Morales vs. Court of Appeals, 197 SCRA 391, May 23, 1991, and Navarra vs. Court of Appeals, 204 SCRA 850, December 17, 1991.

[14] Reyes vs. Court of Appeals, G.R. No. 110207, p. 8, July 11, 1996, Vda. de Alcantara vs. Court of Appeals, 252 SCRA 457, 468, January 29, 1996, Quebral vs. Court of Appeals, 252 SCRA 353, 368, January 25, 1996 (citing Calde vs. Court of Appeals, 233 SCRA 376, June 27, 1994. See also Cayabyab vs. The Honorable Intermediate Appellate Court, 232 SCRA 1, April 28, 1994), Engineering & Machinery Corporation vs. Court of Appeals, 252 SCRA 156, 163, January 24, 1996, Chua Tiong Tay vs. Court of Appeals, 243 SCRA 183, 186, March 31, 1995, Dee vs. Court of Appeals, 238 SCRA 254, 263, November 21, 1994, and Asia Brewery, Inc. vs. Court of Appeals, 224 SCRA 437, 443.

[15] Paragraph 2, Section 2, Rule 45, Rules of Court.

[16] Petition, p. 5; Rollo, p. 5.

[17] Petitioners' Memorandum, p. 3; Rollo, p. 70.

[18] 161 SCRA 687, 693, May 31, 1988.

[19] 237 SCRA 122, 137-138, September 26, 1994, per Feliciano, J.

[20] 156 SCRA 188 (1987).

[21] An example is the Certification of Jose M. Segovia (Original records of Civil Case No. 7975, p. 203):

"This is to certify that based on the certified xerox copies of OLT Form 2-1 addendum index logsheet from the Bureau of Lands records, PRESENTACION MOLAR of Gotob, Camalig, Albay is the identified tenant under the landholding of Wilfredo Guerrero, situated at Tagaytay, Camalig, Albay for which he was identified under lot no. 1 PMS 040."

[22] Original records of Civil Case No. 7975, p. 266; trial court's decision, p. 3.

[23] "Section 6. Retention Limits. -- x x x

Upon the effectivity of this Act, any sale, disposition, lease, management contract or transfer of possession of private lands executed by the original landowner in violation of this Act shall be null and void; Provided, however, That those executed prior to this Act shall be valid only when registered with the Registrar of Deeds within a period of three (3) months after the effectivity of this Act. Thereafter, all Registers of Deeds shall inform the DAR within thirty (30) days of any transaction involving agricultural lands in excess of five (5) hectares."

[24] "Section 106. Sale of agricultural land; affidavit. -- No voluntary deed or instrument purporting to be a subdivision, mortgage, lease, sale or any other mode of encumbrance or conveyance of private agricultural land principally devoted to rice or corn or any portion thereof shall be registered unless accompanied by an affidavit of the vendor or executor stating that the land involved is not tenanted, or if tenanted, the same is not primarily devoted to the production of rice and/or corn.

If only a portion of the land is primarily devoted to the production of rice and/or corn, and such area so devoted is tenanted, no such deed or instrument shall be registered unless accompanied by an affidavit stating the area (size) of the portion which is tenanted and primarily devoted to rice and/or corn, and stating further that the deed or instrument covers only the untenanted portion or that which is not primarily devoted to the production of rice and/or corn. A memorandum of said affidavit shall be annotated on the certificate of title. The Register of Deeds shall cause a copy of the registered deed or instrument, together with the affidavit, to be furnished the Department of Agrarian Reform Regional Office where the land is located. The affidavit provided in this section shall not be required in the case of a tenant-farmer who deals with his Certificate of Land Transfer or Emancipation Patent in accordance with law."

[25] "Section 10. Agricultural Leasehold Relation Not Extinguished by Expiration of Period, etc. -- The agricultural leasehold relation under this Code shall not be extinguished by mere expiration of the term or period in a leasehold contract nor by the sale, alienation or transfer of the legal possession of the landholding. In case the agricultural lessor sells, alienates or transfers the legal possession of the landholding, the purchaser or transferee thereof shall be subrogated to the rights and substituted to the obligations of the agricultural lessor."

[26] x x x The expiration of the period of the contract as fixed by the parties, or of the sale, alienation or transfer of legal possession of the land does not of itself extinguish the relationship. In the latter case, the purchaser or transferee shall assume the rights and obligations of the former landholder in relation to the tenant. In case of death of the landholder, his heir or heirs shall likewise assume his rights and obligations.' (Italics supplied)."

[27] “Section 4. Unless previously authorized by the Secretary of Agrarian Reform, any land-owner who converts his tenanted land primarily devoted to rice and corn into any non-agricultural use or to the production of any other crop as a means to avoid the application of the land reform laws or decrees to his landholdings and to dispossess his tenant-farmers of the land tilled by them shall, upon conviction, suffer the penalty of prision mayor or a fine ranging from P5,000.00 to P10,000.00, or both, at the discretion of the court.

The same penalty shall be imposed on a landowner who by any other act, scheme or strategy shall eject, exclude, remove or oust and/or cause the ouster, exclusion, removal or ejectment of a tenant-farmer from his farm-holding in contravention of decrees, laws, and other orders on land reform.”

[28] “Section 12. Lessee’s Right of redemption. -- In case the landholding is sold to a third without the knowledge of the agricultural lessee, the latter shall have the right to redeem the same at a reasonable price and consideration; Provided, That where there are two or more agricultural lessees, each shall be entitled to said right of redemption only to extent of the area actually cultivated by him. The right of redemption under this Section may be exercised within one hundred eighty days from notice in writing which shall be served by the vendee on all lessees affected and the Department of Agrarian Reform upon the registration of the sale, and shall have priority over any other right of legal redemption price shall be the reasonable price of the land at the time of the sale.

Upon the filing of the corresponding petition or request with the department or corresponding case in court by the agricultural lessee or lessees, the said period of one hundred and eighty days shall cease to run.

xxx”

[29] Petition, p. 11; Rollo, p. 12.

[30] Del Mundo vs. Court of Appeals, 240 SCRA 348, 356, January 20, 1995 citing Article 2199, Civil Code of the Philippines; Refractories Corporation vs. Intermediate Appellate Court, 176 SCRA 539; Choa Tek Hee vs. Philippine Publishing Co., 34 Phil. 447; Capco vs. Macasaet, 189 SCRA 561; Malonzo vs. Galang, 109 Phil. 16 and Medelo vs. Gorospe, 159 SCRA 248.

[31] CA Decision, p. 7; Rollo, p. 25.

[32] This particular provision is alleged to be applicable to their case:

“Art. 2208. In the absence of stipulation, attorney’s fees and expenses of litigation, other than judicial costs, cannot be recovered, except:

xxx xxx xxx

(2) When the defendant’s act or omission has compelled the plaintiff to litigate with third persons or to incur expenses to protect his interest;

xxx xxx xxx.”

[33] Petition, pp. 12-13; Rollo, pp. 13-14.

[34] CA Decision, p. 7; Rollo, p. 25.

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