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[G. R. No. L-10690. June 28, 1957]

APOLONIO PANGILINAN, ET AL., PETITIONERS, VS. FELISA ALVENDÍA, RESPONDENT.

D E C I S I O N

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

This is a petition for certiorari to review the decision of the Court of Industrial Relations in Case No. 215— Pampanga (later transferred to the Court of Agrarian Relations which denied reconsideration of the Industrial Court's decision) authorizing the ejectment of petitioners from their respective landholdings, and their replacement by other tenants of their landlord's choice. It appears that petitioners Apolonio Pangilinan, Mariano Bundalian, Miguel Galang, and Valentin Santos are tenants of respondents Felisa Alvendía in barrios San Nicolas and Sto. Cristo, Florida Blanca, Pampanga, under tenancy contracts executed on July 17, 1953 (Exhibits A, B, C, and D). On July 27, 1954, respondent Alvendia filed a petition in the Court of Industrial Relations for the ejectment of petitioners on the ground that for the agricultural years 1953-54 and 1954-55, they did not personally perform the principal work of plowing and harrowing on their respective landholdings, but entrusted said work to other persons, notwithstanding repeated demands by respondent that they do the farm work themselves. Petitioners, in their answer, denied respondent's claims, and alleged that they were the ones working the land although at times, they were helped by their children and sons-in-law; and that respondent filed the ejectment action against them because they refused to sign tenancy contracts with her on the 45-55 sharing basis and insisted on a 70-30 sharing basis.

After trial, the Industrial Court found that petitioners were being helped either by their sons, sons-in-law, or grandsons on their landholdings; held that a contract of tenancy is personal in nature and can not be entrusted to a son, son-in-law or grandson, especially where there is a specific prohibition in the tenancy contracts against allowing third persons to do the principal phases of farming for the tenants; and authorized petitioners'

ejectment and replacement by other tenants. The case was later transferred to the Court of Agrarian Relations upon its creation where petitioners filed a motion for reconsideration of the Industrial Court's judgment, which was denied. Hence, their present appeal.

The lower court found that the "third persons" referred to by respondent Alvendia to whom petitioners allegedly entrusted the work of plowing and harrowing on their respective landholdings were either their sons-in-law or grandsons who were not, however, dependent upon them for support and were living separately from them. The issue, therefore, is whether petitioners violated the law and their tenancy contracts in entrusting their farm work to such relatives.

Republic Act 1199, which took effect on August 30, 1954, defines "tenant" as:

> "* * * a person who, himself and with the aid available from within his immediate farm household, cultivates the land belonging to, or possessed by another, with the latter's consent, for purpose of production, sharing the produce with the landholder under the share tenancy system, or paying to the landholder a price certain or ascertainable in produce or in money or both, under the leasehold tenancy system";
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> While "immediate farm household," according to the same Act, includes:
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> "* * * the members of the family of the tenant, and such other person or persons, whether related to the tenant or not, who are dependent upon him for support and who usually help him operate the farm enterprise".

Under the above definition of "tenant" given by Republic Act 1199, petitioners were within their legal rights in asking assistance in their farm work from their sons-in-law or grandsons. Such relatives fall within the phrase "the members of the family of the tenant"; and. the law does not require that these members of the tenant's family be dependent on him for support, such qualification being applicable only to "such other person or persons, whether related to the tenant or not", whom, as they are "dependent upon him for support" and "usually help him operate the farm enterprise", the law considers also part of the tenant's immediate household.

But respondent Alvendia claims that as her contracts with petitioners were entered into when Act 4054, the old Tenancy Act, was still in force, the definition of the word "tenant"

given in said Act should be applied in this case, to wit:

> " * * * farmer or farm laborer who undertakes to work and cultivate land for another or a person who furnishes the labor with the consent of the landlord."

Granting that Act 4054 applies to this case, there is, however, nothing in its above definition of "tenant" to prohibit the farmer who undertakes to work and cultivate the land of another, from doing such work with the assistance of his family, who are under his control and authority. The above definition is, in fact, so broad that it even includes the labor of third persons hired by the farmer to work on his farm, under the clause "or a person who furnishes the labor with the consent of the landlord". It is the hiring of third persons to do the farm work for the tenant that the new tenancy law, Republic Act No. 1199, eliminated from the old concept of "tenant" under Act 4054, thus restricting the meaning of "tenant" to one "who, himself and with the aid avail- able from within his immediate farm household, cultivates the land belonging to, or possessed by, another, with the latter's consent * * *." Whether under the new or the old tenancy law, therefore, the work done by the members of a tenant's family is, in legal contemplation, included in the work that the tenant undertakes to perform on the land given to him in tenancy. In the absence of clear and categorical imperatives, we will not construe statutes in a sense inconsistent with the traditional unity of the Filipino family.

Respondent Alvendia also contends that her tenancy contract with petitioners, Exhibits A, B, C, and D, expressly prohibit the latter from asking for and accepting help in the cultivation of their landholdings from their sons-in-law and grandsons, under the provision in said contracts that:

> "(a) The Tenant is the one to plow, harrow and prepare the land to be planted, and likewise, he is the one to plant and fence the seedbed. With respect to this work, tho LANDLORD shall not spend for anything, but she has the power to tell or order the TENANT when to plow, harrow, or what to do pertaining the tenant's work,"

The above provision contains no prohibition for the tenant to accept assistance from the members of his family

in the plowing, harrowing, preparing, planting, or fencing of his landholding. It simply enumerates the exact duties expected of the tenant by his landlord; and the tenant is referred to as "the one" to perform these duties, only to distinguish his obligations from those of his landlord. We see nothing in farming tasks that requires individual specialized skill. Besides, it is a fact that petitioners Galang and Santos were already 74 and 64, respectively, when respondent signed the tenancy contracts with them in 1953. Respondent's having accepted petitioners Galang and Santos as her tenants in spite of their advanced age not only disproves her claim that they are already too old to perform their duties as tenants, but proves that she had impliedly agreed that these petitioners would be helped by their families in their farm work, since respondent must have realized that at their advanced age, these petitioners could not by themselves alone perform all the farm work without family assistance.

The decision appealed from is, therefore, reversed, and the ejectment action filed by respondent against petitioners dismissed, with costs against respondent Felisa Alvendía. So ordered.

Paras, C. J., Bengzon, Padilla, Reyes, A., Bautista Angelo, Labrador, Conception, Endencia, and *Felix, JJ.,* concur.

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