

THE INSULAR LIFE ASSURANCE CO., LTD. EMPLOYEES ASSOCIATION-NATU, FGU INSURANCE GROUP WORKERS & EMPLOYEES ASSOCIATION-NATU, AND INSULAR LIFE BUILDING EMPLOYEES ASSOCIATION-NATU...

G.R. No. L-25291. March 10, 1977

Ponente: CASTRO, C.J.

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CASTRO, C.J.:

The Insular Life Assurance Company, Ltd., FGU Insurance Group, and Jose M. Olbes, through a motion for reconsideration filed on April 21, 1971, ask this Court to re-examine its decision dated January 30, 1971.

In the main, the respondents question the review made by this Court of the determination of facts reached by the Court of Industrial Relations and the consequent revision of the said findings of fact. The respondents allege that this Court "swept into unmerited oblivion the voluminous documentary and testimonial evidence" they proffered, which evidence consisted of

"Exhibits '1' to '38', and the testimony of Messrs. Felipe Enage, Enrique Clemente, Vicente Abella, Rodolfo R. Encarnacion, Nestor Cipriano, Mauro Blardoni, Sr., Ramon Garcia, Ramon M. Zosa, Vicente R. Ayllon, Antonio L. Castillo, Carlos Valencia, Juan S. Raymundo, Jose Olbes, Calixto S. Fernandez, Detective Lieutenant Felino Singh of the Manila Police Department, Sergeant Crisanto Lorenzo of the Manila Police Department, and Felician Morada." [1]

Concededly, the findings of fact of the Court of Industrial Relations, if supported by substantial evidence, bind this Court.[2] This, for the reason that the rule of substantial evidence, rather than the rule of preponderance of evidence applicable in ordinary civil cases, governs the Court of Industrial - Relations in its findings of fact.[3] And substantial evidence refers to "such relevant evidence as a reasonable mind might accept as adequate to support a conclusion." [4] Then, too, the substantiality of the evidence depends on its quantitative as well as its qualitative aspects. For to be considered as substantial evidence should primarily be credible.[5]

However, findings of fact of the Court of Industrial Relations unsupported by substantial and credible evidence do not bind this Court.[6] And, certainly, the failure of substantial and credible proof to sustain the findings of fact of the Court of Industrial Relations justifies the review by this Court of the said factual determination. Con-comitantly, the need to revise, reverse or modify the factual findings of the Court of Industrial Relations arises to enable this Court to draw the appropriate and correct conclusions for the proper resolution of the questions on the rights and obligations of the parties involved.

Thus, before coming to the numerous errors which respondents claim have been committed by this Court in reviewing and reversing the factual determination reached by the Court of Industrial Relations, we reiterate what we stated in the decision of January 30, 1971: we deemed it necessary to review the entire factual milieu of the case in controversy and to reverse the factual findings arrived at by the Court of Industrial Relations because we found the same unsupported by substantial evidence and, much more, by credible proof.

The errors allegedly committed by this Court in its factual findings and its conclusions derived therefrom, properly summed up and grouped, fall into three categories: (1) those pertaining to findings and conclusions without basis on record or contrary to the evidence on record; (2) those referring to findings and conclusions contrary to the factual determination made by and conclusions arrived at by the Court of Industrial Relations; and (3) those relating to issues not raised or errors not assigned by the parties.

To the respondents' first cauldron of steaming objections belong the following factual findings and conclusions of this Court purportedly unsupported by the records or contrary to what appears in the same: (1) that the respondents instructed Ramon Garcia and Vicente Abella to create the disturbance which occurred on May 21, 1958; (2) that Garcia issued a circular to dissuade the members of the Unions from disaffiliating with the FFW and joining the NATU; (3) that the respondents did not make counter-proposals to the Unions' demands and that the said respondents insisted on the Unions' dropping their demands for union security, "promising money benefits if this was done;" (4) that the Court of First Instance of Manila issued the restraining order "on the basis of the pendency of the various criminal cases against striking members of the Unions;" (5) that "more than 120 criminal charges" were filed against the members of the Unions; (6) that the respondents hired Felipe Enage and Garcia, "former legal counsels of the petitioners, as personnel manager and assistant corporate secretary, respectively, with attractive compensations;" and (7) that Jose M. Olbes "brought three truckloads of non-strikers and others, escorted by armed men, who, despite the presence of eight entrances to the three buildings occupied by the Companies, entered thru only one gate less than two meters wide and in the process, crashed thru the picket line posted in front of the premises of the Insular Life Building."

1. Anent the first point raised by the respondents, this Court, in the decision of January 30, 1971, stated:

"There is therefore a reasonable suggestion that they were sent to work at the latter building to create such an incident and have a basis for filing criminal charges against the petitioners in the fiscal's office and applying for injunction from the court of first instance." [7]

Earlier in the decision (Page 4) and in the preceding statements, this Court briefly recounted the circumstances attending the occurrence. To claim that this Court, in the above-quoted portion of the decision, found and categorically stated that Garcia and Abella participated in some sort of a pre-planned scheme to "create the disturbance" constitutes but a mistaken impression of the statement of this Court. The statement simply expresses that in the circumstances already mentioned -- which circumstances the records unraveled lurked the distinct likelihood that Garcia and Abella purposely provided the provocation for the incident.

2. We find the second objection of the respondents well-taken, for the records offer little to provide sufficient clarity on whether or not Garcia, as acting president of the Insular Life/FGU unions and the Insular Life Building Employees Association, "in a circular issued in his name and signed by him, tried to dissuade the members of the Unions from disaffiliating with the FFW and joining the National Association of Trade Unions (NATU)." The transcript of the proceedings before the Court of Industrial Relations reveals only Garcia's apparent adeptness at evasion and inability to recall, among other things, whether or not he issued the circular aforementioned. Nonetheless, the foregoing questioned statement of this Court in the narration of facts in the decision bears no materiality to the conclusions finally arrived at.

3. The respondents claim the statement of this Court that "the Companies did not make any counter proposals but, instead, insisted that the Unions first drop their demand for union security, promising money benefits if this was done" as "truly false" and "an unwarranted deviation from the truth." Far from being so, we find that the records precisely support the finding. The thrust of the testimony of Enage (Pages 13 to 65, tsn, March 30, 1960; pages 7 to 13, tsn, April 29, 1960) -- the chairman of the negotiating committee for the respondents -- verily points out that the said respondents omitted, without sufficient reasons, to present counter-proposals to the Unions'

demands. This, in addition to the testimonial evidence offered by Ignacio Lacsina (Pages 56 to 62, tsn, September 8, 1958) -- chairman of the negotiating panel for the Unions,- supports the finding that, indeed, the respondents offered no counter-proposals to the demands of the said Unions. At most, the records reveal, the respondents, to placate the Unions, indulged in the superficial discussion of the demands, requiring the said Unions to explain and clarify the import of their demands. Then, too, the totality of the testimonial evidence of Lacsina (Pages 35 to 38, tsn, October 14, 1958) and the Unions' panel members Villaruel (Pages 60 to 61, tsn, November 21, 1958) and Du Timbol (Pages 25 to 26 and 30, tsn, November 18, 1959) clearly indicates that the respondents more than persuaded the Unions to drop their union security demands with the promise of monetary benefits.

4. We consider the objection of the respondents to the statement of this Court that the Court of First Instance of Manila issued the restraining order "on the basis of the pendency of the various criminal cases against striking members of the Unions" as well-founded. The records show that the respondents predicated their petition for the issuance of the writ of preliminary injunction (Ex-hibit "32-B") upon certain acts which the said respondents claimed the picketing members of the striking Unions committed through "force, threats, intimidation, coercion and violence." The res-training order (Exhibit "33-C") issued by the Court of First Instance of Manila on May 31, 1958 makes no express mention of the pendency of the various criminal charges already filed against the picketing members of the striking Unions. Neverthe-less, the fact remains that on the day the Court of First Instance of Manila issued the restraining order, several criminal charges (Exhibits "19," "20," "23" to "29," inclusive and "31") had been filed already with the Office of the City Fiscal of Manila against many of the picketing members of the Unions.

5. The respondents also question the statement of this Court giving the impression of the filing of "more than 120 criminal charges" against the members of the striking Unions. The evidence at hand (Exhibits "19," "20," "23" to "31," inclusive) show, as of June 2, 1958, four complaints for coercion and seven for grave coercion already filed with the Office of the City Fiscal of Manila. Each of the preliminary investigation memoranda, however, except three (Exhibits "26-," "29" and "30") names several members of the striking Unions collectively as accused. Counting the charges individually -- prescinding from the fact that a number of the members of the striking Unions then faced two or more charges, having been named as accused in more than one memorandum --- the charges add up to eighty-four. On this point, we sustain the objection of the respondents.

6. The respondents also allege as objectionable the following statement of this Court:

"It must be recalled that previous to the petitioners' submission of proposals for an amended renewal of their respective collective bargaining agreements to the respondents, the latter hired Felipe Enage and Ramon Garcia, former legal counsels of the petitioners, as personnel manager and assistant corporate secretary, respectively, with attractive compensations." [8]

The respondents claim the "falsity of the finding" that Enage and Garcia worked as "legal counsels of the petitioners" and allege this Court as "unduly unkind" in giving the impression that they enticed Enage and Garcia "from their positions as 'legal counsels of the petitioners' with high salaries." The records, however, evince that Garcia served as Secretary-Treasurer of the Federation of Free Workers (Pages 59 to 61, tsn, August 4, 1961) and that Garcia handled cases for the Federation of Free Workers (Page 58, tsn, August 4, 1961) with which the Unions then formed an affiliation (Pages 59 to 62, tsn, August 4, 1961; page 62, tsn, January 16, 1962). With respect to Enage, the records show that he worked with the Federation of Free Workers (Page 25, tsn, April 29, 1960). Even the respondents, in their brief (Page 46), stated that Garcia and Enage worked as counsels for the Federation of Free Workers. Nevertheless, assuming the truth of the respondents' assertion that neither Garcia nor Enage served as counsel, directly or indirectly through the Federation of Free Workers, for the Unions, this

passing mention of the disputed former connection of Garcia and Enage to the said Unions bears no relevance to the principal merits of the case at bar. As to the other observations of the respondents, we deem it unnecessary to discuss the same for only a misreading of the aforequoted portion of the decision gives, in the words of the respondents themselves, "the unkind impression that respondents enticed them (Enage and Garcia) from their position as 'legal counsels of the petitioners' with high salaries."

7. The respondents' allegation that no evidence supports the statement of this Court that they, through their president and manager Jose Olbes,

"brought three truckloads of non-strikers and others, escorted by armed men, who, despite the presence of eight entrances to the three buildings occupied by the Companies, entered thru only one gate less than two meters wide and in the process, crashed thru the picket line posted in front of the premises of the Insular Life Building,"[9]

rounds up the objections of the said respondents properly falling under the first group. The respondents claim the absence of evidence showing that: (1) Olbes held the position of manager; (2) Olbes brought three truckloads of "non-strikers and others;" (3) armed men escorted the non-strikers and others;" (4) eight entrances provided access to the three buildings; and (5) that the gate through which the "non-strikers and others" entered measured "less than two meters wide."

Objection number one deals with an inconsequential detail -- whether or not Olbes held, in any capacity, the position of manager -- which bears no materiality to the main issues raised by the case at hand.

As to number two, the evidence of the respondents' own witnesses -- Ramon Zosa (Page 38, tsn, December 5, 1960), Nestor Cipriano (Pages 18, 19 and 26, tsn, February 1, 1961) and Olbes (Pages 7 to 13, 33, 34 and 45 to 50, tsn, October 2, 1962)--more than sufficiently indicate the truth that Olbes led three busloads of non-strikers and others to the picketed buildings. To this effect, too, testified some witnesses of the Unions; particularly Ponciano Abesamis (Pages 57 to 66, tsn, January 20, 1959) and Jose Victorio (Pages 19 to 25, tsn, June 11, 1959).

Regarding number three, the records miss to evince clearly whether or not armed men escorted the three JD buses filled with non-strikers and others to the respondents' picketed premises.

On number four, a collation of all the evidence bearing on this Objection reveals the following means of access to the office premises of the respondents comprised of almost one block bounded by Plaza Cervantes, Plaza Moraga, Muelle de la Industria and Juan Luna: (1) the Plaza Cervantes entrance to the Insular Life Building (Page 8, tsn, February 8, 1961); (2) the two Plaza Moraga entrances to the Insular Life Building (Page 8, tsn, September 13, 1960); (3) the basement entrance to the Insular Life Building (Page 29, tsn, October 2, 1962); (4) the Juan Luna entrance to the Ayala Building (Page 11, tsn, August 4, 1961); (5) the Muelle de la Industria entrance to the Ayala Building (Page 27, tsn, August 4, 1961); (6) the Plaza Moraga entrance to the Filipinas Building (Page 21, tsn, August 18, 1959); and (7) the entrance to the National City Bank of New York the premises of which have a connecting door to the lobby of the Ayala Building (Page 30, tsn, October 2, 1962).

As to objection number five, not one of the parties offers any specific evidence showing the exact measurement of the gate through which the non-strikers and others entered. The evidence on record relevant to this point discloses that the gate measures about two to three meters wide.

The respondents further unleash their vigorous exception to the following findings arrived at by this Court; (1) that the respondents discriminated against the strikers in the readmission; (2) that the respondents dismissed thirty-four strikers without lawful cause; (3) that the respondents omitted to give the dismissed strikers the opportunity to defend themselves against the supposed charges against them; and (4) that the respondents' letter of

May 21, 1959 (Exhibit "A") contained "promises of benefits to the employees in order to entice them to return to work" and that the said respondents' letter of May 31, 1958 (Exhibit "B") contained "threats to obtain replacements for the striking employees" in the event of their failure to report for work on June 2, 1958. The respondents strongly protest against the alteration and reversal made by this Court of the factual determination reached by the Court of Industrial Relations on these salient points.

Setting aside the incisive dissection performed by the respondents on the statements of this Court relevant and related to the aforementioned findings, the arguments of the said respondents all but lead to their primary objection that this Court erred in finding that they committed unfair labor practice. For, admittedly, the foregoing findings provided this Court with the unshakeable bases in arriving at the inescapable conclusion that the respondents committed unfair labor practice.

In the decision of January 30 1971, this Court, fully cognizant that the findings now questioned by the respondents constituted the considerations of importance to the issues involved in the case at bar, sufficiently and clearly, albeit lengthily, discussed all of them. And a consultation with and a combing of the voluminous records disclose the evidence, substantial and credible, in support of the said, findings.

The respondents labor under the impression that, in the controversy at hand, the findings of fact of the Court of Industrial Relations deserve much weight and consideration. The said findings of fact, the respondents argue should remain conclusive. However, the want of substantial evidence, nay, credible proof, to uphold the findings of the Court of Industrial Relations on the matters now disputed by the respondents, brought about by the mistaken appreciation of the facts, prompted this Court to review the facts on record and to alter and reverse the determination reached by the said Court of Industrial Relations. These, consequently, re-sulted in a view rather different from that of the Court of Industrial Relations.

Not infrequently, the Court of Industrial Relations misapprehends the facts and, eventually, arrives at erroneous conclusions. For in the Court of Industrial Relations, only one judge hears the case and usually, not even a judge hears the same. Instead, a hearing examiner -- an employee of the Court of Industrial Relations -- takes charge of the proceedings and receives the evidence. After hearing, the hearing examiner submits his report on the case to the judge. The judge then studies the case and, relying on the ability and integrity of the hearing examiner who saw and heard the witnesses and submitted the report, renders the decision. More often than not, the proceedings before the Court of Industrial Relations drag through years before the case finally becomes subject to study and decision by the judge.

And even in the reconsideration of the decision asked for by the aggrieved party, no rehearing takes place before the Court of Industrial Relations en banc. The individual judges, if they have the disposition and the time to do so, review the evidence on record or merely read and rely upon the memoranda submitted by the respective parties and the decision subject of reconsideration, giving due consideration to the capability, competency and probity of the judge who penned the said decision. And almost, invariably, the Court of Industrial Relations en banc upholds the decision for reconsideration.[10]

The case at bar, this Court notes, passed from the hands of one hearing examiner -- Arsenio Adriano-- to another -- Guillermo Medina. This case also took more than seven years before its determination by the Court of Industrial Relations. These factors, we opine, contributed to the misapprehension of facts committed by the Court of Industrial Relations warranting a review of the factual determination in its totality.

Thus, this Court finds it neither important nor imperative to pursue any further discussion and resolution of the matters claimed by the respondents as contrary to the findings of the Court of Industrial Relations. And for the satisfaction of the respondents, an examination of the entire evidence on record makes it more apparent that

evidence of quantity and quality sustains the findings of this Court on the aforementioned matters now disputed by them.

To the third group of the respondents' objections appertain those findings of this Court on issues not raised or errors not assigned by the parties. The respondents question the action taken by this Court in discussing and resolving the following: (1) the question as to the nature of the strike staged by the Unions; (2) the issue as to whether or not the respondents refused to bargain collectively in good faith; and (3) the question as to the reclassification of eighty-seven employees as supervisors.

Concededly, the Rules of Court, in proceedings before the appellate courts, namely, the Court of Appeals and the Supreme Court, require the party seeking the review of a judgment to set out in his brief the errors upon which he relies for reversal. Otherwise, the appellate courts would not consider those errors not properly assigned or specified.^[11] However, the Supreme Court has ample authority to review and resolve matters not assigned and specified as errors by either of the parties in the appeal if it finds the consideration and determination of the same essential and indispensable in order to arrive at a just decision in the case.^[12] This Court, thus, has the authority to waive the lack of proper assignment of errors if the unassigned errors closely relate to errors properly pinpointed out or if the unassigned errors refer to matters upon which the determination of the questions raised by the errors properly assigned depend.^[13]

The same also applies to issues not specifically raised by the parties. The Supreme Court, likewise, has broad discretionary powers, in the resolution of a controversy, to take into consideration matters on record which the parties fail to submit to the Court as specific questions for determination.^[14] Where the issues already raised also rest on other issues not specifically presented, as long as the latter issues bear relevance and close relation to the former and as long as they arise from matters on record, the Court has the authority to include them in its discussion of the controversy as well as to pass upon them. In brief, in those cases wherein questions not particularly raised by the parties surface as necessary for the complete adjudication of the rights and obligations of the parties and such questions fall within the issues already framed by the parties, the interests of justice dictate that the Court consider and resolve them.

In the case at hand, the questions as to the nature of the strike staged by the Unions, the refusal of the respondents to bargain collectively in good faith, and the reclassification of eighty-seven employees as supervisors relate closely to the determination of whether or not the respondents committed unfair labor practice. Thus, this Court found it necessary to resolve these issues, without confining itself to those tendered by the parties.

In the same vein, we are also constrained to reassess the ruling in our decision of January 30, 1971 to the effect that the strikers must receive backwages from the date of the act of discrimination, that is, from the date of their discharge or their offer to return to work up to the date of their actual reinstatement, deducting therefrom whatever they have earned pending readmission.

Significant changes have since supervened as to the method of awarding backwages. In a line of cases, the Court has established a policy of fixing the amount of backwages to a just and reasonable level without qualification or deduction.

Blazing the trail is *Mercury Drug Co. vs CIR*,^[15] L-23357, April 30, 1974, which enunciated the policy. The doctrine is not without justification, for, in the same case, it was stated that the evident aim is "to avoid protracted delay in the execution of the award of backwages due to extended hearings and unavoidable delays and difficulties encountered in determining the earnings of the laid-off employees ordered to be reinstated with backwages during the pendency of the case for purposes of deducting the same from the gross backwages

awarded."

Feati University Club vs. Feati University, L-35103, August 25, 1974, adopted a consensus policy of pegging the amount of backwages to their total equivalent for three years (depending on the circumstances) without deduction or qualification. The rationale for the policy was stated in the following words:

"As has been noted, this formula of awarding reasonable net backwages without deduction or qualification relieves the employees from proving or disproving their earnings during their lay-off and the employers from submitting counterproofs, and obviates the twin evils of idleness on the part of the employee who would 'with folded arias, remain inactive in the expectation that a windfall would come to him' (Itogon Suyoc Mines, Inc. vs. Sangilo-Itogon Workers Union, 24 SCRA 873 (1968), cited in Diwa Ng Pagkakaisa vs. Filtex International Corp., 43 SCRA 217 (1972)) and attrition and protracted delay in satisfying such award on the part of unscrupulous employers who have seized upon the further proceedings to determine the actual earnings of the wrongfully dismissed or laid-off employees to hold unduly extended hearings for each and every employee awarded backwages and thereby render practically nugatory such award and compel the employees to agree to unconscionable settlements of their backwages award in order to satisfy their dire need. (See La Campana Food Products, Inc. vs. CIR, 28 SCRA 314 (1969) and Kaisahan ng Mga Manggagawa vs. La Campana Food Products, Inc., 36 SCRA 142 (1970))."

The above judicial policy became entrenched in our jurisprudence when the Court, in Luzon Stevedoring Corporation and B.H. Tenefrancia vs. CIR, et al., L-34300, November, 22, 1974, reiterated the same way of computation, decreeing the grant of backwages not exceeding three years without requiring the parties to submit proof of compensation received from other sources from the time of the illegal dismissal until actual reinstatement.[16]

We must now respond to the pronouncements in the above and related cases if we are to give our law on the matter order, direction and light.

Here, a total of eighteen (18) years has elapsed from June 2, 1958, date of the commence meet of the backwages. Considering all the cir-cumstances at bar, viz., the lengthy procedural and technical manipulations of parties, the delay in the resolution of the case by the court below, the complexity of the issues raised by the parties which were resolved only on January 30, 1971, etc., the Court considers the fixing and limitation of the backwages award to their total equivalent of three years without qualification and deduction as applicable to and fully justified in the case at bar.

The Court finds no sufficient or compelling reason to further depart from its judgment as embodied in the decision of January 30, 1971.

ACCORDINGLY, subject to the above modification as to backwages, the motion for reconsideration is hereby denied, and the judgment of the Court as embodied in its decision of January 30, 1971 is affirmed in all other respects. This denial is immediately executory.

Barredo, Makasiar, Antonio, Muñoz Palma, Aquino, Concepcion, Jr., and Martin, JJ., concur.
Teehankee, J., in the result.

Fernando, J., concurs with the observation that for him the opinion likewise signifies that Attorney Felipe Enage had been acting all the while in accordance with the strict requirements of legal ethics.

[1] Motion for Reconsideration, page 3.

[2] Laguna Transportation Employees, Union, et al., vs. Laguna Transportation Co., Inc., 23 SCRA 173; Tanglaw

ng Paggawa vs. Court of Industrial Relations and Red V Coconut Products, Ltd., 25 SCRA 19; Laguna College vs. Court of Industrial Relations, et al., 25 SCRA 167; Philippine Educational Institution and Monzon vs. MLQSEA Faculty Association and Quimosing, 26 SCRA 272; G. Liner and/or de Keyser vs. National Labor Union, et al., 26 SCRA 282; National Waterworks and Sewerage Authority vs. NWSA Consolidated Union, et al., 27 SCRA 227; Alhambra Industries, Inc. vs. Court of Industrial Relations and Kapisanan ng mga Manggagawa sa Alhambra (PAFLU), 29 SCRA 138; Gonzales vs. Victory Labor Union (VICLU), et al., 30 SCRA 47; Lakas ng Manggagawang Makabayan (LMM) vs. Court of Industrial Relations and Federacion Obrera de la Industrial Tabaquera y Otros Trabajadores de Filipinas (FOITAF), 36 SCRA 600; and other numerous cases.

[3] Industrial, Commercial, Agricultural Workers Organization (ICAWO) vs. Bautista, et al., 7 SCRA 907; Sanchez vs. Court of Industrial Relations, et al., 8 SCRA 654.

[4] Gonzales vs. Victory Labor Union (VICLU), et al., *ibid*; Lakas ng Manggagawang Makabayan (LMM) vs. Court of Industrial Relations and Federacion Obrera de la Industrial Tabaquera y Otros Trabajadores de Filipinas (FOITAF), *ibid*.

[5] Gonzales vs. Victory Labor Union (VICLU), et al., *ibid*.

[6] Union of the Philippine Education Employees (NLU) vs. Philippine Education Co., 91 Phil. 93; Ormoc Sugar Co., Inc. and Revilla vs. OSCO Workers Fraternity Labor Union (OWFLU), et al., 1 SCRA 21; Lu Do & Lu Ym Corporation vs. Philippine Land-Air-Sea Labor Union (PLASLU) and Progressive Employees and Laborers Union (PELU), 11 SCRA 134.

[7] Decision, page 19.

[8] Decision, page 10.

[9] Decision, page 10.

[10] Donato vs. Philippine Marine Officers Association and Court of Industrial Relations, G.R. No. L-12506, May 18, 1959.

[11] Saura Import & Export Co., Inc. vs. Philippine Inter-national Surety Co., Inc. and Philippine National Bank, 8 SCRA 143.

[12] Miguel and Miguel vs. Court of Appeals and Reyes, 29 SCRA 760.

[13] Paterno, et al. vs. Jao Yan, 1 SCRA 631; Saura Import & Export Co., Inc. vs. Philippine International Surety Co., Inc. and Philippine National Bank, *supra*.

[14] Baquiran vs. Court of Appeals, et al., 2 SCRA 873.

[15] Applied in NASSCO vs. CIR, L-31852 and L-32724, June 28, 1974 and Almira, et al. vs. B.F. Goodrich Phil., Inc., L-34974, July 25, 1974.

[16] Invoking practically the same theory is the case of Radio Communications of the Philippines vs. Philippine Communications Electronics and Electricity Workers' Federation (FCWF), L-37662, July 15, 1975.

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