

GERONIMO DE LOS REYES, PETITIONER, VS. GREGORIO ESPINELI, RUPERTO ALCANTARA, JORGE LOBREN, PEDRO AMANTE, MATEO GUTIERREZ, ISIDRO RAMOS, SANTOS DANGUE, MIGUEL RAMOS, CORNELIO GAR...*G.R. Nos. L-28280-81. November 28, 1969*

Ponente: CASTRO, J.

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Petition for review of the decision of the Court of Appeals in C.A. GR-37689-R and C.A. GR-37690-R, modifying that of the Court of Agrarian Relations in CAR cases 1185 and 1186.

The petitioner Geronimo de los Reyes is the owner of a 200-hectare coconut plantation located in Calauan, Laguna. In 1958 his overseer ("katiwala") therein was Gonzalo Belarmino, who took into the land the 17 respondents under an agreement that the latter were to receive 1/7 portion of every coconut harvest. Sometime in October, 1962, the petitioner dismissed Belarmino, upon the suspicion that the latter had been deceiving him, in connivance with the respondents.

On March 2, 1963 Ruperto Alcantara, et al., and Gregorio Espineli (respondents here) filed separate petitions (subsequently amended) against De los Reyes in the Court of Agrarian Relations, seeking the delivery to them of the difference between the 1/7 share which the petitioner had been giving them and the 30% share to which they, as share tenants, were allegedly entitled. Upon the finding that the respondents were mere agricultural workers of the petitioner, the CAR ordered the latter to retain them as such and to pay them the sum of P4,559.07 "which is the total of their unpaid shares of 1/7 of the net coconut harvests for the period from September 13 to December 23, 1962 and February 25 to May 28, 1963," plus P500 as attorney's fees. Upon respondents' appeal, the Court of Appeals modified the decision of the CAR, by declaring the respondents tenants of the petitioner and ordering the latter to pay them "the difference between the one-seventh (1/7) share of the crops and the thirty (30%) per cent provided for in the Tenancy Law from the year 1958 up to the filing of the petitions and so on; the resulting amount for this purpose to be arrived at in a liquidation to be submitted, if and when this judgment shall have become final and the record remanded to the lower court."

Basically, the petitioner contends that (1) there existed no contractual relationship between him and the respondents; (2) the respondents were not his tenants; and (3) the decision of the Court of Appeals deprives him of his property without due process of law.

The respondents attempted to have the present appeal dismissed on the ground that it involves questions of fact. If indeed the issues posed by the petitioner necessarily invite calibration of the entire evidence,[1] then the appeal should be dismissed since issues only of law may be raised in an appeal from the Court of Appeals to this Court.[2] It seems to us clear, however, that the petitioner accepts the findings of fact made by the appellate court, but takes exception to the conclusions drawn therefrom. Such being the case, the questions here tendered for resolution are purely of law.[3]

At the outset, we must resolve the question of existence of a contract, the petitioner alleging, as he does, that his consent, express or implied, had never been given. His position, simply stated, is that at the time the respondents were taken into his land by Belarmino, the latter was a mere laborer and therefore without the requisite authority to contract in his behalf, and it was only later that he was promoted to the position of overseer. However, in his "Amended Complaint" of April 22, 1968,[4] the petitioner prayed that "judgment be rendered ... finding the defendants guilty of a breach of their contractual obligation with the plaintiff," and in the body thereof he incorporated statements from which it can plainly be seen that a contractual relationship existed between the parties.

Verily, there was and still is a contractual relationship between the petitioner and the respondents. In our view the pith of the problem is, actually, whether the relationship is that of agricultural share tenancy (as averred by the respondents) or that of farm employer and agricultural laborer (as asserted by the petitioner). On a determination of this question depends the respective rights of the parties, more particularly the proper assessment of the share of the respondents under the law.

Of fundamental relevance in this discussion are definitions of basic terms.

"Agricultural tenancy" is the physical possession by a person of land devoted to agriculture belonging to, or legally possessed by, another for the purpose of production through the labor of the former and of the members of his immediate farm household, in consideration of which the former agrees to share the harvest with the latter, or to pay a price certain or ascertainable, either in produce or in money, or in both.[5] "Share tenancy" exists whenever two persons agree on a joint undertaking for agricultural production wherein one party furnishes the land and the other his labor, with either or both contributing any one or several of the items of production, the tenant cultivating the land personally with the aid of labor available from members of his immediate farm household, and the produce thereof to be divided between the landholder and the tenant in proportion to their respective contributions.[6] And a "share tenant" is 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 purposes of production, sharing the produce with the landholder.[7]

It is to be readily deduced from the foregoing definitions that aside from the usual essential requisites of a contract,[8] the characteristics of a share tenancy contract are: (1) the parties are a landholder, who is a natural or juridical person and is the owner, lessee, usufructuary or legal possessor of agricultural land,[9] and a tenant who, himself and with the aid available from within his immediate farm household, cultivates the land which is the subject-matter of the tenancy; (2) the subject-matter is agricultural land; (3) the purpose of the contract is agricultural production; and (4) the cause or consideration is that the landholder and the share tenant would divide the agricultural produce between themselves in proportion to their respective contributions.

While the Agricultural Tenancy Act did not define the term "agricultural laborer" or "agricultural worker," the Agricultural Land Reform Code does. A "farm worker" is "any agricultural wage, salary or piece worker but is not limited to a farm worker of a particular farm employer unless this Code explicitly states otherwise, and any individual whose work has ceased as a consequence of, or in connection with, a current agrarian dispute or an unfair labor practice and who has not obtained a substantially equivalent and regular employment." The term includes "farm laborer and/ or farm employees.[10] An "agricultural worker" is not a whit different from a "farm worker."

From the definition of a "farm worker" thus fashioned, it is quite apparent that there should be an employer-employee relationship between the "farm employer"[11] and the farm worker. In determining the existence of an employer-employee relationship, the elements that are generally considered are the following:

(1) the selection and engagement of the employee; (2) the pay-ment of wages; (3) the power of dismissal; and (4) the employer's power to control the employee's conduct. It is this last element that constitutes the most important index of the existence of the relationship."^[12]

This is not to say that agricultural workers or farm la-borers are industrial workers. Not by any means, although they may both appear in the same establishment. The difference lies in the kind of work they do. Those whose labor is devoted to purely agricultural work are agricultural laborers. All others are industrial workers.^[13] Nonetheless, they belong to the same class. Both are workers. Both are employees.

We are here primarily interested in the basic differences between a farm employer-farm worker relationship and an agri-cultural sharehold tenancy relationship. Both, of course, are leases, but there the similarity ends. In the former, the lease is one of labor, with the agricultural laborer as the lessor of his services, and the farm employer as the lessee thereof.^[14] In the latter, it is the landowner who is the lessor, and the sharehold tenant is the lessee of agricultural land. As lessee he has possession of the leased premises.^[15] But the relationship is more than a mere lease. It is a special kind of lease, the law refer-ring to it as a "joint undertaking."^[16] For this reason, not only the tenancy laws are applicable, but also, in a suppletory way, the law on leases, the customs of the place and the civil code provisions on partnership.^[17] The share tenant works for that joint venture. The agricultural laborer works for the farm em-ployer, and for his labor he receives a salary or wage, regardless of whether the employer makes a profit.^[18] On the other hand, the share tenant participates in the agricultural produce. His share is necessarily dependent on the amount of the harvest.

Since the relationship between farm employer and agricul-tural laborer is that of employer and employee, the decisive fac-tor is the control exercised by the former over the latter. On the other hand, the landholder has the "right to require the tenant to follow those proven farm practices which have been found to con-tribute towards increased agricultural production and to use fer-tilizer of the kind or kinds shown by proven farm practices to be adapted to the requirements of the land." This is but the right of a partner to protect his interest, not the control exercised by an employer. If landholder and tenant disagree as to farm practices, the former may not dismiss the latter. It is the court that shall settle the conflict according to the best interests of both parties.^[19]

The record is devoid of evidentiary support for the notion that the respondents are farm laborers. They do not observe set hours of work. The petitioner has not laid down regulations under which they are supposed to do their work. The argument tendered is that they are guards. However, it does not appear that they are under obligation to report for duty to the petitioner or his agent. They do not work in shifts. Nor has the petitioner pres-cribed the manner by which the respondents were and are to per-form their duties as guards. We do not find here that degree of control and supervision evincive of an employer-employee rela-tionship. Furthermore, if the respondents are guards, then they are not agricultural laborers, because the duties and functions of a guard are not agricultural in nature.^[20] It is the Industrial Court that has jurisdiction over any dispute that might arise between employer and employee. Yet, the petitioner filed his complaint against the respondents in the Court of Agrarian Relations.

We now proceed to determine if there are present here the salient characteristics of an agricultural share tenancy con-tract. The subject-matter is coconut land, which is considered agricultural land under both the Agricultural Land Tenancy Act^[21] and the Agricultural Land Reform Code.^[22] The purpose of the contract is the production of coconuts; the respondents would receive 1/7 of the harvest. The petitioner is the landholder of the coconut plantation.

The crucial factors are that the tenant must have physical possession of the land for the purpose of production^[23] and he must personally cultivate the land. If the tenant does not cultivate the land personally he cannot be considered a tenant even if he is so designated in the written agreement of the parties.^[24]

"Cultivation" is not limited to the plowing and harrowing of the land. It includes the various phases of farm labor described and provided by law, the maintenance, repair and weeding of dikes, paddies and irrigation canals in the holding. Moreover, it covers attending to the care of the growing plants.[25] Where the parties agreed that they would "operate a citrus nursery upon the condition that they would divide the budded citrus in the proportion of 1/3 share of respondents and 2/3 as share of petitioner," and that the "petitioner would furnish all the necessary seedlings and seeds, as well as the technical know-how in the care, cultivation, budding and balling of the budded citrus, while respondents would furnish the land necessary for the nursery, the farm labor that may be needed to plant and cultivate, and all the chemicals, fertilizers, and bud tapes that may be necessary for such cultivation," then "the tenancy agreement entered into between the parties has relation to the possession of agricultural land to be devoted to the production of agricultural products thru the labor of one of the parties, and as such comes within the purview of the term 'agricultural tenancy' as defined in section 3 of Republic Act No. 1199 as amended." [26]

In one instance,[27] the landholder claimed that his care-taker was not an agricultural tenant because he "does not till or cultivate the land in order to grow the fruit bearing trees because they are already full grown," and "he does not even do the actual gathering of the fruits" but "merely supervises the gathering, and after deducting the expenses, he gives one-half of the fruits to plaintiff all in consideration of his stay in the land." This Court's answer was to the point:

"Anyone who has had fruit trees in his yard will disagree with the above description of the relationship. He knows the caretaker must water the trees, even fertilize them for better production, up-root weeds and turn the soil, sometimes fumigate to eliminate plant pests, etc. Those chores obviously mean 'working or cultivating' the land. Besides, it seems that defendant planted other crops, [i. e. cultivated the lot] giving the landowner his corresponding share."

The Court of Appeals made some essential findings of fact. The respondents were called "kasama." They have plowing implements. The respondent Pedro Amante even used to have a carabao which he subsequently exchanged for a horse. Almost all of the respondents have banana plantations on the land. They live in the landholding. They are charged with the obligation to clean their respective landholdings. Certain portions of the land are planted to palay.

These factual findings may not be reviewed by the Supreme Court.[28] Furthermore, the said facts are supported by the testimony of the petitioner himself, who admitted that the respondents are his "kasama," although he tried to minimize the effect of this admission by alleging that although called "kasama," the respondents "do not perform the work of a 'kasama'" and that in Quezon the "kasama" "plow the land, they plant rice, but here in Laguna, they do not do anything." The appellate court was correct in concluding that "kasama" means "tenant,"[29] not worker or laborer, which is translated into our national language as "manggagawa." [30] Respecting farm implements, the petitioner admitted that "they have the implements," but again he tried to minimize the significance of his statement by adding that "they have not used it in the farm." However, the report of the CAR clerk of court, based on his ocular inspection, pertinently states that he found "certain portions planted with palay."

The petitioner cannot deny that the respondents were all living in the landholding and that "all of them have banana plantations, small or big," though he averred, "not one single banana was given to me as my share."

We now come to the all-important question of whether the respondents have the duty to cultivate the land in order that the trees would bear more coconuts. The petitioner's answers on cross-examination are quite revealing. Thus:

"Q. Where these petitioners duty bound to do any cleaning or clearing of the underbrush within the coconut land?

"A. These laborers clean the land from where ... They are getting their food and subsistence.

"COURT: The question is that, are they duty bound to clean the landholding in question?

"A. To make my answer short, I say that the responsibility is to Gonzalo Belarmino, to him, because he is the one who engaged them."

* * *

"A. One, to guard the property and use their names as threat to people who might ... have the intention of stealing my coconuts, and two, to assist in the clearing of the Land because that is the responsibility of Gonzalo Belarmino. . ."[31]

Undeniably, the petitioner considers it one of the duties of the respondents to clear and clean the land. Additionally, in his complaint the petitioner claimed that "the defendants have abandoned their posts at the plaintiff's plantation and have likewise failed and refused to comply with their contractual obligation with the plaintiff to keep the areas respectively assigned to them clean and clear of undergrowths and cogonal grass at all times, with the result that it is now impossible for the plaintiff to harvest the mature coconuts as these would only be lost amid the under-growth and cogonal which have now grown to unreasonable heights, thereby causing further damage and prejudice to the plaintiff." (emphasis supplied)

The petitioner clearly expected the respondents to perform the duties of a tenant, especially, to maintain the land clean and clear "at all times," which not only would facilitate harvesting but, more importantly, would necessarily result in greater production. As found by the CAR clerk of court during the ocular inspection,

"the planting of palay has a direct effect on the growing of the coconuts because in the places he found planted with palay, the coconut trees displayed white leaves gray in color with plenty of nuts or fruits, compared to the portion in the hacienda where we encountered cogon grasses, underbrushes and ipil--ipil trees, there is a need for thorough cleaning, especially the ipil-ipil trees which are growing high for years already in-between the rows of coconut trees."[32]

Therefore, the parties to the contract understood, in sum and substance, that the respondents were to "cultivate" the land. Whether the latter had been remiss in the performance of their contractual obligations, does not affect the nature of the contract which the appellate court analyzed and found to be that of share tenancy. It is the principal features and stipulations which determine the true essence of a contract.[33] Considering then that the respondents are duty bound to cultivate their respective holdings (of which they have possession), and that they share in the harvest, the Court of Appeals' conclusion must be upheld. This, especially in the light of the facts that the respondents raise secondary crops and have their homes in their respective holdings.

The petitioner having entered into a share tenancy contract with the respondents, it certainly cannot be seriously claimed that the relationship of landlord and tenant is unjustifiably being imposed on him without due process of law. It was the petitioner himself who voluntarily entered into the relationship, and, therefore, should shoulder the consequences thereof, one of which is that the tenants must be given, as they are entitled to, a 30% share in the produce.[34]

ACCORDINGLY, the decision appealed from is affirmed, at petitioner's cost.

Concepcion, C.J., Reyes, J.B.L., Dizon, Makalintal, Zaldivar, Sanchez, Teehankee, and Barredo, JJ., concur. Fernando, J., no part.

[1] Fortus vs. Novero, L-22378, June 29, 1968; Mackay Radio & Telegraph Co. Inc. vs. Rich, L-22608, June 30,

1969.

[2] Municipality of Legaspi vs. A. L. Ammen Trans. Co. Inc., L-22377, Nov. 29, 1968.

[3] Where all the facts are stated in the decision and the issue is the correctness of the conclusions drawn therefrom, the question is one of law. (Mackay Radio & Telegraph Co. Inc. vs. Rich, supra)

[4] This "Amended Complaint" is annex B of the petitioner's "Comment" (Re: Respondents' Constancia dated 2 October, 1968) filed with this Court on November 5, 1968.

[5] Section 3, R.A. 1199. According to section 6 of the same law, tenancy relationship is a juridical tie which arises between a landholder and a tenant once they agree, expressly or impliedly, to undertake jointly the cultivation of land belonging to the former, either under the share tenancy or leasehold tenancy system, as a result of which relationship the tenant acquires the right to continue working on and cultivating the land, until and unless he is dispossessed of his holdings for any of the just causes enumerated in section 50 of the law or the relationship is terminated on the authority of section 9 thereof.

[6] Sec. 4, RA 1199. Sec. 166(25) of the Agricultural Land Reform Code recites that "'Share tenancy' as used in this Code means the relationship which exists whenever two persons agree on a joint undertaking for agricultural production wherein one party furnishes the land and the other his labor, with either or both contributing any one or several of the items of production, the tenant cultivating the land personally with the aid of labor available from members of his immediate farm household, and the produce thereof to be divided between the landholder and the tenant." This provision lacks only the phrase, "in proportion to their respective contributions," to amount to an exact reproduction of the definition of share tenancy in sec. 4, RA 1199.

[7] Sec. 5(a), RA 1199.

[8] There is no contract unless the following requisites concur: (1) consent of the contracting parties; (2) object certain which is the subject-matter of the contract; and (3) cause of the obligation which is established. Art. 1318, Civil Code of the Philippines.

[9] Sec. 5(b), RA 1199.

[10] Sec. 166(15), Agricultural Land Reform Code.

[11] Defined by sec. 166(14), id.

[12] LVN Pictures vs. Philippine Musician Guild, L-12582 & L-12598, Jan. 28, 1961; Sterling Products International vs. Sol, L-19187, Feb. 28, 1963; R. R. Sugay & Co. vs. Reyes, L-20451, Dec. 28, 1964; Quiño vs. Muñoz, L-17222, Oct. 29, 1965; Allied Free Workers Union vs. Compania Maritima, L-22051, L-22952, L-22971, Jan. 31, 1967; Republic vs. WCC, L-22650, April 28, 1967; Social Security System vs. Court of Appeals, L-26146, Oct. 31, 1969.

"Where the element of control is absent; where a person who works for another does so more or less at his own pleasure and is not subject to definite hours or conditions of work, and in turn is compensated according to the result of his efforts and not the amount thereof," the relationship of employer and employee does not exist. (Investment Planning Corporation of the Phil. vs. SSS, L-19124, Nov. 18, 1967, 21 SCRA 932)

[13] "The only issue we are called upon to determine in the instant proceedings is 'whether or not the Industrial Peace Act applies to agricultural workers,' since there is no dispute that the members of respondent Union are merely laborers in the different sugarcane plantations of the petitioner.

"In the case of 'Boy Scouts of the Philippines vs. Julian Araos, G.R. No. 10091, Jan. 28, 1958, we stated?

'x x x For instance, there can be no ques-tion that under our Industrial Peace Act, the Repu-blic or any political division or subdivision, like a province or municipality, must and should also be excluded from the definition of employer. Similar-ly, under the term 'employee' of our law, agricul-tural laborers or individuals employed in the do-mestic service, like private or domestic drivers, housemaids, kitchen help, etc., should be exemp-ted.'

It is claimed, however, that the above is an obiter dictum.

"In a case, involving workers in a sugar central, We made a distinction between those performing exclusive-ly agricultural chores from those who are not. Thus, We said -

'Where petitioner is a highly mechanized in-dustrial concern with the work of planting and har-vesting clearly distinguished from that of transport-ing the cane from the fields, first to a switch and later to the mill, all its workers are to be consider-ed industrial workers, except those devoted to pure-ly agricultural work.' (Pampanga Sugar Mills vs. Pasumil Workers Union, L-7668, Feb. 29, 1956.)

It is, therefore, the nature of the work which classifies a worker as one failing under the exemption as 'agricultural laborers.' The members of respondent Union are merely agricultural laborers in petitioner's haciendas, the princi-pal work of which is planting and harvesting sugar canes and other chores incidental to ordinary farming operations. They are agricultural laborers." (Victorias Milling Inc. vs. CIR, L-17281, March 30, 1963, 7 SCRA 544-545).

"The case of Victorias Milling Co. vs. CIR and Free Visayan Workers, G.R. No. 17281, decided on March 30, 1963, is particularly relevant, being almost on all fours with the present case. There a union of laborers working in the sugar cane haciendas of the Victorias Mill-ing Co. had charged the company with unfair labor prac-tice in the Court of Industrial Relations. The latter's ju-risdiction was impugned before this Court, and it was held that:

'The members of respondent Union are merely agricultural laborers in petitioner's ha-ciendas, the principal work of which is planting and harvesting sugar cane and other chores in-cidental to ordinary farming operations. They are agricultural workers, and in the supposition that the milling company had committed unfair labor practice upon them, the Court of Agra-rian Relations has jurisdiction over the case.'" (Elizalde Co. Inc. vs. Allied Workers' Ass'n. of the Phil., L-20792, May 31, 1965)

"The first issue leads Us to consider Our rulings in Pampanga Sugar Mills vs. Pasumil Workers' Union and Victorias Milling Co. vs. CIR, supra.

"In the Pasumil case, we held that where 'petitio-ner is a highly mechanized industrial concern with the work of planting and harvesting clearly distinguished from that of transporting the cane from the fields, first to a switch and later to the mill ... all its workders are to be considered industrial workers, except those devoted to purely agricultural work.' (at p. 561) Reiterating this, We said in the Victorias case that it is 'the nature of the work which classifies a worker as one falling under the exemption [from the coverage of RA 875] as agricultural laborers.'

"In an hacienda, there may therefore be both agri-cultural and industrial workers. Regarding the former, exclusive jurisdiction has been given to the Court of Agra-rian Relations. As to the latter, exclusive jurisdiction has been placed in the Court of Industrial Relations." (Del Rosario vs. CIR, L-23133, July 13, 1967, 20 SCRA 652-653)

[14] Arts. 1700-1712, Civil Code of the Philippines.

[15] Latag vs. Banog, L-20093, Jan. 31, 1966.

[16] Sec. 4, RA 1199.

[17] Art. 1684, Civil Code of the Philippines.

[18] Noteworthy is the fact that the respondents in the case at bar receive not salaries or wages, but a share of the produce.

[19] Sec. 25(2), RA 1199.

[20] The word "guard" comes from the Anglo-Saxon "weardian," to watch, the "gu" being due to French influence. To guard in its largest sense comprehends both watching and defend-ing, that is, both preventing the attack and the resisting it when it is made. (18-A Words and Phrases 697, citing *Slyder vs. Board of Comm'rs of Preble County*, 12 NE2d 407, 408, 133 Ohio St. 146)

Property protection agency's employees who were designated by agency as guards and wore uniform and bad-ges and carried guns, and who were ready to stand guard duty on subscriber's premises in the ordinary course of their work when occasion required, even though they did not do so constantly, were "guards" within the provision of National Labor Relations Act to the effect that that card shall not decide that any unit is appropriate for bargaining purposes if it includes both guards and other employees. (Id. 698, citing *NLRB vs. American Dist. Tel. Co. of PA*, CA 3, 205 F2d 86, 90)

"Agrarian relations" does not include employment of security guards in agricultural enterprise. (*De Quito vs. Lopez*, L-27757, March 28, 1968)

[21] Sec. 41, RA 1199.

"But since then, and more specifically on August 30, 1954, Republic Act 1199 entitled 'An Act to Govern the Relations between Landholders and Tenants of Agri-cultural Lands (Leasehold and Share Tenancy)' has been approved. This law governs the relations between land-lord and tenant in all kinds of agricultural lands. It re-peals C.A. No. 461. The provisions of the Act are made to apply to all kinds of agricultural lands, whatever may be their nature or character, whether rice, sugar, corn or coconut, and all controversies between landlord and tenant are placed within the jurisdiction of the Court of Industrial Relations [now within the jurisdiction of the Court of Agrarian Relations since the passage of R.A. 1267 on June 14, 1956] so any controversies between land-lord and tenant, or owner and leasee falls under said court's jurisdiction." (*Mendoza vs. Manguiat*, 96 Phil. 310)

[22] "Agricultural land" means land devoted to any growth, including but not limited to crop lands, salt beds, fish ponds, idle land and abandoned land as defined in paragraphs 18 and 19 of this Section, respectively. (Sec. 166[1], RA 3844)

[23] Sec. 3, RA 1199.

[24] "Si los recurrentes cultivasen personalmente el terreno, ellos serian inquillinos o aparceros - tenants - de Patalinghug; pero, segun los hechos admitidos en los escritos obrantes en autos, los recurrentes no son aparceros, eran antes de la yenta propietarios y despues continuaron en la po-sesion del terreno como arrendatarios. Segun el articulo 3 de la Ley No. 4054, tal como fue enmendada por la Ley de la Republic No. 34, aparcero es 'todo labrador o bra-cero agricola que se compromete a trabajar y cultivar un terreno por otro o la persona que facilita la mano de obra, con el consentimiento del propietario' y, en virtud de di-cho trabajo, recibe una participation fijada por la Ley de A parceria. Comos los recurrentes no cultivan personal-mente el terreno en cuestion, no se les puede considerar como aparceros, aunque en la escritura de yenta con pac-to de retro los vendedores se llamen a si mismo impro-piamente tenants." (*Omega vs. Solidum*, 93 Phil. 460)

[25] *De Guzman vs. Santos*, L-16568, Nov. 30, 1962.

[26] *Almodiel vs. Blanco*, L-17508, July 30, 1962.

[27] Marcelo vs. De Leon, 105 Phil. 1175.

[28] Marchan vs. Mendoza, L-24471, Aug. 30, 1968; Villarica vs. CA, L-19196, Nov. 29, 1968; Caguiat vs. Torres, L-25481, Oct. 31, 1969.

[29] English-Pilipino, Pilipino-English Vocabulary, page 146.

[30] Id., page 45.

[31] Court of Appeals decision, on pp. XIV-XV, appendix A, brief for the petitioner.

[32] CA decision, p. IX, appendix A, brief for the petitioner.

[33] Teodoro vs. Macaraeg, L-20700, Feb. 27, 1969

[34] Sec. 41, RA 1199.

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