

**ALFONSO ANGLIONGTO, JR., PETITIONER-APPELLANT, VS. THE
HONORABLE COURT OF APPEALS, JESUS GEVEROLA, JOSE
GEVEROLA, FELISA GEVEROLA, AND MARCELO CAPUNO,
RESPONDENTS-APPELLEES.**

G.R. No. L-48547. September 21, 1982

Ponente: BARREDO, J.

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BARREDO, J.:

Petition for review of the decision of the Court of Appeals in CA-G.R. No. SP-07099, which reversed the decision of the Court of Agrarian Relations of Davao City wherein said agrarian court upheld the contention of herein petitioner that herein private respondents Jesus Geverola, Jose Geverola (now deceased, leaving two minor children who are represented by Jesus Geverola, as their guardian-ad- litem), Felisa Geverola and Marcelo Capuno, as husband of or together with his wife Luisa Geverola, were never tenants of the primitive owner of the 32 hectares of land in question, hence not entitled to the right of preemption claimed by them as against herein petitioner, the purchaser at auction of the said property at the mortgage-foreclosure sale thereof.

The original owner of the land in question was named Bernardo Geverola. When he died, his estate was settled in Special Proceedings No. 4 of the Court of First Instance of Davao del Sur, wherein his only child Isidoro Geverola was declared as his sole heir to the property herein in dispute. Subsequently, Isidoro also died and his estate was settled in Special Proceedings No. 55 of the Court of First Instance of Davao City at the instance of herein petitioner, who, as the record indicates, was the only holder of a credit against said deceased in the amount of over P45 ,000.00, including interest, a debt secured by a mortgage on said property. Since the indebtedness remained unpaid on its due date, the mortgage was foreclosed and at the auction sale, petitioner, who at the same time was administrator of the estate, was the sole bidder and ultimate purchaser for the amount of the indebtedness.

The foregoing facts do not appear to be controverted nor is any legal issue raised regarding the same, except as to the pretended right of private respondents of preemption in their favor to purchase the portions of said property which they claimed they respectively were working on as agricultural tenants, first, of Bernardo and later of Isidoro Geverola, which right of preemption, they allege was denied to them by the trial court albeit recognized subsequently by the Court of Appeals.

The record is cluttered with incidents regarding which the parties have filed with Us corresponding pleadings. We believe, however, that by deciding the main issue between them, the corresponding legal consequences of the acts involved in said incidents, which do not affect the merits of such main issue, would necessarily be deemed accordingly resolved.

As earlier intimated, the principal issue before Us is whether or not herein private respondents should be considered in law as agricultural tenants of the owner of the land in dispute within the contemplation of Section 6 of Republic Act 1199, the Agricultural Tenancy Act. Corollarily, on the assumption that they should be

considered as such, are they entitled to preemption over herein petitioner in purchasing the said property?

Resolving the issue of tenancy, the trial court made the following disposition:

"In a report submitted by the Commission created by the Court for the purpose to determine the actual coconut plantings of defendants and those assigned to defendants Capuno and Felisa Geverola, the records show the following: Jesus Geverola has about 4 hectares occupied area, planted to 223 coconuts, aged more than 20 years old, 97 coconuts, aged 1 to 5 years old, and 21 coconuts, aged 6 to 7 years old; Lupercio Matarlo has 3 and 1/2 hectares occupied area planted to 330 coconuts, aged more than 20 years old, 206 coconuts, aged 1 to 2 years old; Jose Geverola has 1 and 1/2 hectares occupied area planted to 110 coconuts, aged more than 20 years old, 107 coconuts aged 1 to 5 years old (Exh. "D"); Melecia Gacera has about 1 hectare occupied area planted to 72 coconuts, aged more than 20 years old (Exh. "D-2"); Marcelo Capuno has about 3 hectares occupied area, planted to 51 coconuts, aged more than 20 years old, 113 coconuts, aged 1 to 5 years old, 238 coconuts assigned to him by the former owner Bernardo Geverola and Felisa Geverola has about 2 hectares occupied area, planted to 46 coconuts, aged more than 20 years old, 27 coconuts, aged 1 to 5 years old, and 145 coconuts assigned to her by the former owner Bernardo Geverola (Exh. "D-4").

"The landholding in question is a coconut land and its main and principal crop is coconut and/or copra. The records clearly show that defendants Jesus Geverola , Jose Geverola , Felisa Geverola and the wife of Marcelo Capuno named Luisa Geverola are brothers and sisters and were left orphans in their young years. They were taken by their granduncle Bernardo Geverola, the former owner of the land in question for care, custody and support. During that time Jose the youngest was 1 year old, Jesus, 4 years old, Felisa, 6 years old, Luisa, 9 years old as admitted by Jose Geverola in his testimony on cross examination and corroborated by Jesus Geverola in his cross-examination (Tsn., pp. 142-143, November 18, 1975 hearing). They lived with Bernardo Geverola in the latter's house since they became orphans until they got married except Felisa who remained single and stayed with her granduncle until he died. They also admitted that when they were with their granduncle and during his lifetime while in his care, they were sent to school aside from giving them full support of their needs in life. While the records do not disclose the kind of attention Bernardo Geverola gave to his grandnephews and grandnieces, it can be deduced from the treatment given them, as admitted, that they are treated as his own children. When defendants and Luisa became older and could extend manual help they, as members of a family, were given assignments of work to perform for the good of the family. Defendant Jesus Geverola claimed to have cleared a portion of the land in question at the age of 14 years which is possible considering that he had to in order to help his granduncle to develop the said land. At that time his brother defendant Jose Geverola was 10 years old, his sister Felisa Geverola, 16 years old and Luisa who later became the wife of defendant Capuno, 19 years old.

As close relative who had taken for himself the responsibility of bringing up his grandnephews and grandnieces, Bernardo Geverola supported and sheltered them as a real father would do to his offsprings. And like father to them he had to apply discipline and assigned them individual work to help him develop the land in question commensurate to their ages and abilities to perform such work. Time came when defendants Jesus, Jose, Felisa and Luisa all surnamed Geverola came to age but still unmarried when they could be relied upon to perform farm work and Bernardo Geverola had to assign each of them certain area to work on, plant coconuts therein not in concept as his tenants but as close relatives having taken them as his children. Considering that they are under his care and support, Jesus, Jose, Felisa and Luisa all surnamed Geverola accepted the work and occupied their respective portions since then up to the present as determined by the Court's commissioners in their report (Exhs. "D" to "D-4"). Plaintiff does not question the occupation of the corresponding area by defendants Jesus Geverola, Jose Geverola, Felisa Geverola and Luisa's husband Marcelo Capuno because they had been there long before he became the Judicial Administrator of the landholding. He, however, belied and opposed their claim as share tenants in the land but were agricultural workers or copraceros therein.

"Having observed the kinship and close family ties of said defendants with the former landowner Bernardo

Geverola who took care of them since childhood, it is opined and this Court holds that said defendants are not share tenants in the land but household helpers of the landowner Bernardo Geverola their granduncle the way children in their young life do to their foster father who loved them like his own children. The special treatment he gave to his grandnephews and grandnieces by giving them specified area of land to work on and raise coconuts and process same to copra on 75% - 25% sharing in defendants' favor as alleged by them is not an evidence of tenancy relationship but a special favor or treatment given to them as close kins in an atmosphere of family solidarity living together in the same house. This favor must necessarily terminate upon the wishes of the giver or upon his death. The death of Bernardo Geverola began the bitter struggle for possession and ownership of the land in question including the improvements thereof, between Isidoro Geverola and defendants herein joined by other close relatives which resulted in the victory of Isidoro Geverola who had been adjudged the legal heir of Bernardo Geverola by the proper court. The defendants also questioned Isidoro Geverola's right to receive the landowner's share in the landholding's produce before the Court of Agrarian Relations at Davao City, in Car Case No. 1310."

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"WHEREFORE, in view of the foregoing consideration, judgment is hereby rendered:

"(1) Finding that defendants Jesus Geverola, Jose Geverola, Felisa Geverola, Marcelo Capuno and Melecia Gacera and husband are not agricultural tenants in the landholding in question but only recipients of a special favor over the fruits of the land they respectively occupy given by Bernardo Geverola the owner of the said land as a close kin being a granduncle. This special favor ceased or was terminated upon the death of Bernardo Geverola the benefactor;

"(2) Ordering defendants Jesus Geverola, Jose Geverola, Felisa Geverola, Marcelo Capuno, Melecia Gacera and her husband to surrender to plaintiff Alfonso Angliongto, Jr. the possession of their respective portions of occupation as verified in the Commissioners' report (Exhs . 'D' to 'D-4') and vacate said portions immediately." (Page 43, Record)

These conclusions were reversed by the Court of Appeals thiswise:

"As a general rule, findings of fact of the Agrarian Court are not to be disturbed on appeal but when these are not supported by substantial evidence and the conclusions are not in accordance with law and jurisprudence, this court is not bound to sustain them, as in the instant case, in which the evidence discloses that appellants herein cultivated and planted coconuts on their respective farmholdings assigned to them by the deceased owner; that these farmholdings do not exceed 5 hectare each, which is susceptible to cultivation by a single person, personally or with the aid of members of his immediate household; that these coconuts were to be processed to copra on a 75%-25% sharing in defendants' favor when the tenants themselves planted the trees and 2/3-1/3 sharing in the landowner's favor when the coconut trees were not planted by the tenants themselves; that this system was observed by the late landowner and appellants herein since the latter were old enough to work on the land respectively assigned to them by the former.

"Contrary to the lower court's finding, these are indicative of a tenancy relationship, the elements of which are found in the definition under Section 6 of the Agricultural Tenancy Act, No. 1199, as follows:

"Sec. 6. Tenancy Relationship:

Its Definition. - 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 fifty or the relationship is terminated in accordance with Section nine.

"From the foregoing definition, it is clear that the person cultivating the land need not have an express agreement or contract with the landowner, contrary to plaintiff- appellee's contention, nor is it necessary that consent be given wholeheartedly, it being sufficient even if the consent is given out of pity (CAR Case No. 842, Iloilo, 59, Feb. 6, 1960, citing *Acasio vs. Corp. de los PP. Dominicos de Filipinas*, 53 O.G. 8066, cited in *Mbntemayor, LABOR AGRARIAN and SOCIAL LEGISLATION*, p. 34, 1964 ed.) as in the case a quo." (Pp. 28-29, Record.)

To be sure, as can be seen above, the Court of Appeals did make reference to its prerogative to reverse findings of fact of the agrarian courts which are not supported by substantial evidence. However, it is at once obvious from its ratiocination that it was not really for disregarding the substantiality rule that it faulted the trial court, but rather, as We see it, for His Honor's having drawn what the appellate court considered as erroneous inferences or deductions from the facts which the said appellate court found uncontroverted even in the decision of the trial court itself. To put it otherwise, whereas the trial court concluded that from the close relationship between Bernardo Geverola and herein private respondents and the parental treatment he accorded them from the time they were orphaned when they were all less than ten years of age, keeping them in his own home and schooling them as if they were his own children, plus the absence of any evidence at all of any agreement, even verbal, of any tenancy arrangement entered into at any time between him and said respondents, it was unnatural and not in conformity with usual human experience to believe that Bernardo ever thought of himself as the landlord and his grandnephews and grandnieces who were living with him as his tenants, even as he assigned to them as they were growing to be of sufficient age to work and got married particular portions of the property in dispute, to the extent of giving them specific shares in the produce, on the other hand, the Court of Appeals arrived at the opposite conclusion based solely on the language of Section 6 of Rep. Act 1199 We have quoted earlier.

As it appears then, in disagreeing with the ultimate conclusion of the trial court, the Court of Appeals reviewed a legal inference or deduction from a given set of undisputed facts, and in so doing made a conclusion of law, not of fact. It drew a legal characterization of the factual milieu – it did not make an exclusively factual conclusion. Such being the case, it cannot be said that it is beyond Our power to modify or alter, as We might deem warranted, the conclusion of the Court of Appeals.

Our task then is to determine whose characterization of the working arrangement between Bernardo Geverola, on the one hand, and the respondents, on the other, that of the trial court or that of the Court of Appeals, is nearer to the true nature in law of said relationship. In this regard, We are more inclined to sustain the trial court.

There can be no question that it was Bernardo's compassion and concern for the respondents that motivated his taking them into his own home to give them all the parental care they needed, very young orphans as they were. He attended to their needs and provided for their education. As they grew older, it was but natural for him to expect he could make them help him in his own work. At the age of 14, respondent Jesus Geverola began to help in clearing a portion of the land in question. And as they all became more capable of helping in farm work, they were respectively assigned distinct portions of the land for each of them to work separately. Some of the produce, such as corn, went to a common pool for all of them to enjoy. Of the coconuts, Bernardo required them to give him only 25%, the 75% to remain with them respectively for their own individual needs. In contrast to the other persons who worked on the land, the record does not show that any specific tenancy arrangement was ever entered into between Bernardo and respondents. Indeed, it is inconceivable that he would entertain the idea of making them his tenants in the sense agricultural tenants are known under the Tenancy Act.

We are not persuaded that Section of the Tenancy Act should be construed in the sense adopted by the Court of Appeals. The language of the provision expressly requires not only that there should be a landowner and someone working on his land, but more explicitly it is necessary that the landowner and the one working must have agreed,

either expressly or implicitly "to undertake jointly the cultivation of the land under either a share tenancy or leasehold arrangement." Surely, for a man to make his foster grandchildren help him by assigning to them specific portions of the land he owns, even if they may retain for themselves 75% of the produce, is to Us not a tenancy arrangement but a distribution of work among the members of one family, so that none of them may have to depend on the other for all his needs. It is rather absurd to think of tenancy relationship between father and children – and the same goes for those similarly related as Bernardo and respondents were to each other.

In this connection, it is very significant that when the instant case started, there were many other defendants who made the same pretense of tenancy relationship. But as observed by the trial court, "defendant Felipe Galeos executed an affidavit stating that he has no more interest in the case (Exh . 'A'); Gaudencio Geverola and his wife Angela Geverola executed a joint affidavit stating that they both lost interest in the case (Exh. 'B'); Venancia Saavedra Vda . de Kintanar executed a document withdrawing from the case having sold her coconut plantings in the landholding to plaintiff for P3,000.00 (Exh. 'E'); Genaro Geverola executed a document withdrawing from the case having sold his coconut plantings to plaintiff for P1 ,000.00 (Exh. 'F'); Miguel Kintanar acknowledged having sold his alleged coconut plantings to plaintiff for P1 ,000.00 and therefore, he has no more interest in the case (Exh. 'G'); Juanita L. Vda . de Geverola acknowledged payment of her alleged coconut plantings for P1,000.00 and has no more interest in the case (Exh. 'H'); Patricia Geverola Albert and husband acknowledged to have sold their alleged coconut plantings to plaintiff for P9 ,000.00 and therefore, lost their interest in the case (Exh. 'I' and 'I-1'); and Leona Kintanar Flores acknowledged to have sold her alleged coconut plantings for P5 ,500.00 and has lost interest in the case (Exh. 'J' and 'J-1')." (Pp. 15-16, Record.) These withdrawals indicate significantly that in truth and in fact, Bernardo hardly thought of tenancy arrangements with his kins. True it is that the record is bereft of clear information as to how those who withdrew their claims were related to Bernardo, compared to herein appellants, but at least six of them were Geverolas and three were Kintanars. This fact suggests close family relationship among them rooted in Bernardo. Whatever that relationship might be, the point is, if those who have not been shown to be closer relatives of Bernardo have withdrawn their claim of tenancy relationship, virtually denying the same, albeit upon payment of their plantings, it is hard to imagine how herein respondents could have been placed in a different plane by Bernardo.

Indeed, Section 6 of Republic Act 1199 should not be construed further than what it evidently contemplates. We are of the considered opinion that said provision does not envision agricultural tenancy relationship governable under the Act, the arrangement among persons whose family relationship and ways of dealing with one another are like those between Bernardo Geverola and herein respondents, particularly where there is no substantial proof when and how and under what specific circumstances related to tenancy the arrangement made by Bernardo, of apportioning specific parts of the land be owned among respondents, reached the point of being "the agreement" that Section 6 refers to.

With the foregoing conclusion We have arrived at, namely, that there was no agricultural tenancy relationship between Bernardo Geverola and respondents, all other issues and incidents in the instant case resolve themselves accordingly, and no further discussion thereof is necessary.

Regarding the aspect of this case affecting Ruperto Matarlo subject of the motion of private respondents of December 3, 1979, We cannot make any pronouncement on the same, for the simple reason that said party has not appealed to Us the portion of the decision of the appellate court affirming that of the trial court insofar as he is concerned.

IN VIEW OF THE ABOVE PREMISES, judgment is hereby rendered reversing the decision of the Court of Appeals under review and affirming that of the trial court, without costs.

Concepcion, Jr., Guerrero, Abad Santos, De Castro, and Escolin, JJ., concur.

Aquino, J., dissents. Voted for the affirmance of the decision of the Court of Appeals where factual findings are binding on this Court.

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