

**COCONUT COOPERATIVE MARKETING ASSOCIATION, INC.
(COCOMA), PETITIONER, VS. COURT OF APPEALS, PEDRO COSICO,
HERMOGENES COSICO AND LUCAS COSICO, RESPONDENTS.**

G.R. Nos. L-46281-83. August 19, 1988

Ponente: PADILLA, J.

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PADILLA, J.:

Petition to review on certiorari the decision[**] of the Court of Appeals, promulgated 19 May 1977, in CA G.R. No. SP-05096-R entitled “Pedro Cosico, Hermogenes Cosico, and Lucas Cosico, plaintiffs-appellees versus Rosario Vda de Fule, et al., defendants, and Coconut Cooperative Marketing Association, Inc. defendants-appellants,” which affirmed the decision[***] of the Court of Agrarian Relations, dated 26 January 1976, in CAR CASE Nos. 2236, 2237 and 2238, finding private respondents Pedro Cosico and Hermogenes Cosico to be share tenants of the Coconut landholdings of the petitioner.

The facts of the case:

The owners of the coconut land in question located in Bo. Imok, Calauan, Laguna, consisting of fifteen (15) hectares, more or less, are the spouses Pedro Rulloda and Salud Sanchez. Prior to, and including the years 1964 up to 1971, Rosario Paraiso Vda. de Fule (Fule, hereafter) obtained legal possession of the land by virtue of a yearly contract of sale (Pakyaw) of all the coconut produce and other fruits from said land. In 1972, Fule did not renew the contract but spouses (Pedro Rulloda and Salud Sanchez) executed a similar contract with Eddie A. Escudero, which was renewed every year until 1975.[1]

During the period to 1964, Fule had utilized the services of Pedro, Hermogenes and Lucas Cosico as caretakers over four (4) hectares each of the land in question, paying them for their services in cash, which was equivalent to 1/7 of the proceeds of the sale of coconuts harvested from the land they each caretaken. As caretakers, the Cosicos would check or visit said plantation to see whether there was stealing in the plantation, and they would report to her (Fule). They lived in a place about 2 and 1/2 kms. away from the land in question. They had no work animals to cultivate the land with; they used bolos to clean and clear the land by cutting grass and burning them. Private respondents (Cosicos) alleged that they also planted coconut trees and other permanent trees in the land, for which they have not allegedly been paid. The tasks of harvesting, gathering, picking and hauling coconuts were performed by the laborers hired and paid by Fule or her coconut buyer. And when respondent Pedro Cosico was hired to gather coconuts in the land, he was paid for his labor. The payment for his labor was separate from his 1/7 share received as caretaker.[2]

Defendant Fule became a member of the petitioner COCOMA from 1964 to 1972, while Eddie A. Escudero became a member of the same cooperative-corporation from 1972 to 1975. During the time that the land was under contract with these persons, petitioner COCOMA claims to have acted as their agent in providing management and marketing services.[3]

Consequently, from 1964 up to 1975, petitioner COCOMA hired allegedly for and on behalf of Fule and Eddie A.

Escudero, the necessary laborers to harvest and transport the coconut produce from the land. Among these workers were respondent Pedro and Hermogenes Cosico who were recommendees of Fule, and who were hired to clean the land of grass, shrubs, dried coconut leaves and husks. The work done in the land and the expenses incurred therefore were approved and paid by Fule and Eddie A. Escudero, through petitioner COCOMA. And all the cleaning and planting expenses were covered with receipts duly signed by the laborers.[4]

During all the time that petitioner COCOMA was rendering management and marketing services in the land in question, all the proceeds from the sale of the coconut produce thereof, less the necessary expenses mentioned above, were paid and delivered, after every harvest season, to said Fule and Eddie A. Escudero, respectively, in compliance with the terms of their marketing agreements with petitioner COCOMA.[5]

On 9 October 1971, or after seven (7) years from 1964 that all the workers had been receiving their wages as hired workers in said land from Fule and later from Eddie A. Escudero, through the petitioner COCOMA, the respondents Pedro, Hermogenes and Lucas, all surnamed Cosico, started to claim to be the tenants in three (3) separate portions of said landholding, consisting of about four (4) hectares each, more or less. They instituted individually CAR Cases Nos. 2236, 2237 and 2238 against defendants Rosario Paraiso Vda de Fule and Villa Escudero Corporation (VESCO). Respondents later amended their complaint in said cases by including, petitioner COCOMA as defendant.[6]

On 26 January 1976 the Court of Agrarian Relations (CAR) rendered a joint decision in the three (3) cases, the dispositive part of which is as follows:

WHEREFORE, Judgment is hereby rendered:

1. Declaring plaintiffs Pedro Cosico (CAR CASE No. 2236) and Hermogenes Cosico (CAR CASE No. 2237), as true and lawful tenants of the Coconut Marketing Association (COCOMA), its duly authorized representatives, successors in interest and/or assigns, over four (4) hectares each of coconut land described in their respective complaints;
2. Declaring, furthermore, plaintiff Hermogenes Cosico as the true and lawful tenant of defendant COCOMA, its duly authorized representatives, successors in interest and/or assigns, over that four (4) hectares of coconut land described in CAR CASE NO. 2238, which is contiguous to that referred to in CAR CASE No. 2237;
3. Declaring that no tenancy relations exists between defendant COCOMA and Lucas Cosico, plaintiff in CAR CASE No. 2238;
4. Ordering defendant COCOMA, its representatives, successors in interest and/or assigns, to immediately reinstate plaintiffs Pedro Cosico and Hermogenes Cosico to the landholdings mentioned in the next preceeding paragraphs and to maintain them in peaceful possession and tenancy thereof, on a sharing arrangement of 70-30 in favor of the defendant COCOMA on the proceeds of the net harvest until such time as said parties shall have mutually agreed on fixed rentals;

5. Ordering defendant COCOMA, its representatives, successors in interest and/or assigns to deliver to plaintiffs Pedro Cosico and Hermogenes Cosico the amount of P28,994.00 representing the 30% share of the said plaintiffs from the coconuts harvested from the land in question for the period covering November 12, 1971 up to June 4, 1975;
6. Ordering defendant COCOMA, its representatives, successors in interest and/or assigns to render an accounting of the harvests of the land for the period starting June 5, 1975, up to the present and to deposit to the court, the equivalent of the 30% share of the aforementioned plaintiffs, for delivery to said plaintiffs;
7. Ordering defendant COCOMA, its representatives, successors in interest and/or assigns, to pay plaintiffs Pedro Cosico and Hermogenes Cosico the amount of Four Thousand Pesos (P4,000.00) or Two Thousand Pesos (P2,000.00) each, as expenses of litigation and other incidental expenses; and
8. Denying the claim for damages of all three defendants;

All other claim and counterclaims are denied for lack of merit.”[7]

On 19 February 1976, petitioner COCOMA appealed the CAR decision to the Court of Appeals. On 19 May 1977, the Court of Appeals, as earlier stated, rendered a decision, the dispositive part of which is as follows:

WHEREFORE, finding the decision appealed from to be in accordance with law and supported by substantial evidence, the same is hereby affirmed in toto without pronouncement as to costs in this instance.”[8]

Hence, the instant petition of COCOMA.

The four (4) issues raised by the petitioner are: (1) whether or not the private respondents are share tenants in the coconut land in question; (2) whether or not private respondent Hermogenes Cosico can be adjudged a share tenant and the COCOMA ordered the reinstate him in the land involved in CAR Case No. 2238 when Hermogenes Cosico is not even a plaintiff in said Case No. 2238, but one Lucas Cosico; (3) whether or not COCOMA, contending to be a mere marketing agent which provides management and marketing services to the members of the cooperative, can be held directly liable to the private respondents-tenants for their share in the coconuts harvested; and (4) whether or not the computation of the alleged shares due the respondents Pedro Cosico and Hermogenes Cosico, made by the trial court is patently erroneous because the same was based on a wrong number of coconuts harvested and on conjectured prices.

As to the first issue, petitioner contends that private respondents were merely caretakers, of Fule and, later, Eddie Escudero, whose task included clearing the land by cutting grass and burning them to smudge the coconut trees to make them bear fruits,[9] planting of coconuts, and other fruit bearing trees,[10] and harvesting, gathering, picking and hauling coconuts,[11] and that, as caretakers, private respondents were paid separately in cash.[12] Hence, the petitioner would like this Court to believe that since private respondents were mere caretakers who were paid in cash for their services, they were therefore, hired laborers, not share tenants.

Petitioner’s contention is without merit.

In determining the nature of the relationship of the parties in the instant case, it would be well to review the

concept of a share tenant as against that of an agricultural worker.

Share tenancy or agricultural tenancy is defined as:

“x x x 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 (Section 3, Republic Act 1199, the Agricultural Tenancy Act, as amended).”

“x x x 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 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 (Sec. 4, RA 1199; Sec. 166(25), RA 3844, Agricultural Land Reform Code).[13]

On the other hand, the Court has defined an agricultural worker as follows:

“x x x. A ‘farm worker’ is any agricultural wage, salary or piece worker but is not limited to farm worker of a particular farm employer unless this Code (Agricultural Land Reform Code, supplied) 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 employer.’ 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 employee-employer relationship between the farm employer and the farm worker. In determining the existence of an employer-employee relationship, the elements that are generally considered are the following: (1) selection and engagement of the employee; (2) the payment 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 relationship.”[14]

The above-mentioned characteristics of an agricultural worker or farm worker do not exist in share tenancy.

Further, in one case, the Court compared an agricultural worker with a share tenant, and set out the following distinctions, among others, between the two:

“x x x. The agricultural laborer works for the farm employer, and for his labor he receives a salary or wage, regardless of whether the employer makes a profit. 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 agricultural laborer is that employer and employee, the decisive factor 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 contribute towards increased agricultural production and to use fertilizer of the kind or kinds shown by proven farm practices adopted 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. x x x”[15]

The record of this case is bare of evidence to support the conclusion that the private respondents are mere agricultural workers. Unlike ordinary laborers, respondents did not observe regular hours of work. They did not work in shifts. Petitioner COCOMA could not even remember the number of days that private respondents worked on the land for each agricultural year. While petitioner kept a record of the full amount paid to respondents for each agricultural season, it did not keep an accurate record of the actual number of days respondents reported for work.[16] The petitioner did not lay down regulations under which respondents were supposed to do their work. Neither did petitioner prescribe the manner by which the private respondents were to perform their duties as farmworkers. We do not find that degree of control and supervision essential to the presence of an employee-employer relationship between petitioner and respondents and before that, between Fule or Escudero, on the one hand and respondents, on the other.

Petitioner, in an attempt to support its pretense that private respondents are only hired laborers, not share tenants, claims that private respondents are mere caretakers who paid for their services as such, and whose work consists of clearing and cleaning the land, planting the coconut and other fruit-bearing trees, and harvesting, gathering, picking and hauling coconuts.

We do not sustain the petitioner’s pretense.

Now well-settled is the rule that cultivation is an important factor in determining the existence of a share tenancy relationship.[17] As to the meaning of cultivation, this Court has already held that:

“x x x. The definition of cultivation is not limited merely to the tilling, plowing or harrowing of the land. It includes the promotion to growth and the care of the plants, or husbanding the ground to forward the products of the earth by general industry. The raising of coconuts is a unique agricultural enterprise. Unlike rice, the planting of coconut seedlings does not need harrowing and plowing. Holes are merely dug on the ground of sufficient depth and distance, the seedlings placed in the holes and the surface thereof covered by soil. Some coconut trees are planted only every thirty to a hundred years. The major work in raising coconuts begins when the coconut trees are already fruit-bearing. Then it is cultivated by smudging or smoking the plantation, taking care of the coconut trees, applying fertilizer, weeding and watering, thereby increasing the produce. The fact that respondent Benitez, together with his family, handles all phases of farmwork from clearing the landholding to the processing of copra, although at times with the aid of hired laborers, thereby cultivating the land, shows that he is a tenant, not a mere farm laborer.”[18]

It may thus be said that the caretaker of an agricultural land can also be considered the cultivator of the land.[19]

In *Marcelo v. De Leon*, plaintiff therein argued that the defendant was not a tenant inasmuch as the latter did not till or cultivate the land in order to grow the fruit-bearing trees because they were already full-grown; that he did not do the actual gathering of the fruits but merely supervised the gathering; that after deducting the expenses, he gave one-half of the fruits to the plaintiff all in consideration of the land. Ruling in the above-mentioned case, this Court held:

“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, uproot 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.[20]

Applying the foregoing precedents to the case at bar, and given the kind of work performed by respondents on the landholding in question, the Court holds that respondents are share tenants, not hired workers, of the petitioner.

Further supportive of the existence of a share tenancy relationship between petitioner and respondents is their agreement to share the produce or harvest on a 1/7 to 6/7 basis in favor of the petitioner COCOMA. Though not a decisive indication per se of the existence of tenancy relationship, such sharing of the harvests, taken together with the other factors characteristic of tenancy shown to be present in the case at bar, strengthens the claim of respondents that, indeed, they are tenants.

To prove petitioner’s claim that the private respondents are hired workers and not its tenants, petitioner would rely mainly on the receipts signed by respondents and other persons tending to show that they were paid by petitioner for services rendered especially for cutting grass.[21]

This Court cannot re-examine the facts as found by the Court of Appeals, except for unusual and urgent reasons which however do not exist in this case. “Whether a person is a tenant or not is basically a question of fact and the findings of the respondent court and the trial court are, generally, entitled to respect and non-disturbance.[22]

The conclusion then, anent the first issue, as borne out by the evidence on record, is that private respondents Pedro and Hermogenes, both surnamed Cosico, are share tenants of the land in dispute.

On the second issue, petitioner questions the recognition by the trial court and the Court of Appeals of respondent Hermogenes Cosico as tenant in the landholding where his co-respondent Lucas Cosico claims to be the tenant, when the former is not even a party to the separate case filed by the latter and he (Hermogenes Cosico) did not allege such tenancy in his own amended complaint. In other words, it is petitioner’s submission that even if respondent Hermogenes Cosico were to be considered a tenant in the landholding described in his amended complaint, the court had no legal basis, however, in declaring him also a tenant of a landholding described and claimed by another person in another case in which he (Hermogenes) is not a party and which he did not claim to be a tenant of, in his own complaint.[23]

Petitioner’s contention is without merit.

It should be noted that the three (3) cases filed by the three (3) private respondents were jointly tried and their common evidence showed that, although Hermogenes and Lucas Cosico were supposed to have separate holdings, from 1956, of four (4) hectares each, both of them worked the two (2) holdings jointly in their entirety, but it was only Hermogenes Cosico who received the tenant’s share from the whole. In other words, it was Hermogenes Cosico who acted as sole tenant of the two (2) holdings. Hence, the latter’s recognition by the Court of Agrarian Relations and the Court of Appeals; as the tenant in the holding also claimed by Lucas Cosico. The facts, therefore, warranted Hermogenes Cosico’s recognition as the tenant in both landholdings.[24]

In Teodoro vs. Macaraeg, this Court ruled:

“Significantly, the Court of Agrarian Relations is not ‘restricted to the specific relief claimed or demands made by the parties to the dispute, but may include in the order or decision any matter or determination which may be deemed necessary and expedient for the purpose of settling the dispute or preventing further disputes, provided said matter for determination has been established by competent evidence during the hearing.’”[25]

Further, R.A. 3844, Section 155, provides;

“SEC. 155. Powers of the Court; Rules of Procedure. x x x

The Courts of Agrarian Relations shall be governed by the Rules of Court: Provided, That in the hearing, investigation and determination of any question or controversy pending before them the Courts without impairing substantial rights, shall not be bound strictly by the technical rules of evidence and procedure, except in expropriation cases.”

We now move to the third issue.

It is contended by the petitioner COCOMA that it has never been a landholder of the land in question, since it was, at no time, owner, lessee or sub-lessee of the land, or buyer of the coconut produce thereof, or usufructuary or legal possessor of the same, or even an assignee of any right affecting it. Thus, assuming, without conceding, that respondents Pedro and Hermogenes Cosico are considered tenants of the land, petitioner COCOMA submits that, being only an agent of defendants Fule and Escudero, it can not be held liable for the acts of its principals. Petitioner’s contention is not in accordance with applicable laws, because-

“A landholder shall mean a person, natural or juridical. Who, either as owner, lessee, usufructuary, or legal possessor lets or grants to another the use or cultivation of his land for a consideration either in shares under the tenancy system, or a price certain or ascertainable under the leasehold system.”[26]

In accordance with the above provision, petitioner COCOMA is the landholder of the subject landholdings for (a) it is “juridical person” being a domestic corporation established under the laws of the Philippines; (b) it is the “legal possessor” of the land for it has the sole management and administration thereof,[27] (c) it has authorized or retained the private respondents to cultivate the land; and (d) it has shared the harvest with the latter, albeit unlawfully, making it appear that they are laborers instead of tenants.[28]

Petitioner, being a landholder, as defined by law, is therefore subject to the rights, obligations, and limitations provided for under the agrarian laws.

There is also no question that, in this case, there was a transfer of the legal possession of the land from one landholder to another (Fule to petitioner COCOMA). In connection therewith, Republic Act 3844, Sec. 10 states:

Sec. 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 landholdings, the purchaser or transferee thereof shall be subrogated to the rights and substituted to the obligations of the agricultural lessor.”

Further, in several cases, this Court sustained the preservation of the landholder-tenant relationship, in cases of transfer of legal possession:

“x x x in case of transfer or in case of lease, as in the instant case, the tenancy relationship between the landowner and his tenant should be preserved in order to insure the well-being of the tenant or protect him

from being unjustly dispossessed by the transferee or purchaser of the land; in other words, the purpose of the law in question is to maintain the tenants in the peaceful possession and cultivation of the land or afford them protection against unjustified dismissal from their holdings.” (Primero v. CAR, 101 Phil. 675);

“It is our considered judgment, since the return by the lessee of the leased property to the lessor upon the expiration of the contract involves also a transfer of legal possession, and taking into account the manifest intent of the lawmaking body in amending the law, i.e., to provide the tenant with security of tenure in all cases of transfer of legal possession, that the instant case falls within and is governed by the provisions of Section 9 of Republic Act 1199, as amended by Republic Act 2263.” (Joya v. Pareja, 106 Phil. 645)

“x x x that the tenant may proceed against the transferee of the land to enforce obligation incurred by the former landholder in relation to said land, for the reason that ‘such obligation. . . falls upon the assignee or transferee or the land’ pursuant to Sec. 9 abovementioned. Since respondents are in turn free to proceed against the former landholder for reimbursement, it is not iniquitous to hold them responsible to the tenant for said obligations. Moreover, it is the purpose of Republic Act 119, particularly Sec. 9 thereof, to insure that the right of the tenant to receive his lawful share of the produce of the land is unhampered by the transfer of said land from one landholder to another.” (Almarinez v. Potenciano, 120 Phil. 1154.)

Therefore, petitioner being a landholder, can be held liable to private respondents for their shares in the coconuts harvested from the land in question.

As to the fourth issue, i.e., that the computation of the private respondents’ thirty percent (30%) share in the harvest from 1971 to 1975, made by the Court of Agrarian Relations and affirmed by the Court of Appeals, is erroneous, this Court finds no compelling reason to depart from such computation, as it is a part of the findings of fact and conclusions drawn therefrom by the respondent appellate court. Such findings and conclusions should not be disturbed on appeal, in the absence of proof that they are unfounded or were arbitrarily arrived at or that the Court of Appeals had failed to consider important evidence to the contrary.

In *Bagsican v. Court of Appeals*, it was held that:

“x x x in agrarian cases, all that is required is mere substantial evidence.

“xxx xxx xxx

“Under this rule, all that the appellate court has to do, insofar as the evidence is concerned, is to find out if the decision is supported by substantial evidence. SO much so that the findings of fact of the Court of Agrarian Relations, if supported by such evidence, are conclusive on the appellate tribunal.”[29]

The respondent appellate court, in the case at bar, acted correctly when it ruled:

“On the whole, we are not at liberty to reverse the foregoing findings of fact of the Agrarian Court in the absence of any proof that are unfounded or where arbitrarily arrived at or that the court had failed to consider important evidence to the contrary. It is well-established that so long as the findings of fact of the Agrarian

Court attain the minimum, evidentiary support demanded by law, that is, supported by substantial evidence, such findings cannot be reversed by the appellate tribunals. In the present case, We do not find any cogent reason to adopt a conclusion different from that reached by the court a quo.[30]

WHEREFORE, the petition is DENIED. The decision appealed from is AFFIRMED. Costs against the petitioner.

SO ORDERED.

Melencio-Herrera, (Chairman), Paras, and Sarmiento, JJ., concur.

[**] Penned by Justice Emilio A. Gancayco with the concurrence of Justices Venancio Escolin and Hugo E. Gutierrez, Jr.

[***] Penned by Judge Alberto A. Reyes.

[1] Rollo at 7-10.

[2] Id., at 71.

[3] Id. at 8.

[4] Id. at 71.

[5] Ibid.

[6] Ibid.

[7] Court of Agrarian Relations Decision, January 26, 1976; Rollo, pp. 23-24.

[8] Court of Appeals Decision, May 19, 1977, p. 8; Rollo, p. 29.

[9] Brief for Petitioner, p. 18.

[10] Ibid.

[11] Ibid., p. 11.

[12] Ibid., p. 18.

[13] Manuel Guerrero vs. Court of Appeals, G.R. No. L-44570, May 30, 1986, 142 SCRA 136.

[14] De Los Reyes vs. Espineli, G.R. No. L-28280-81, November 28, 1969, 30 SCRA 574.

[15] Ibid.

[16] T.s.n., July 31, 1974, pp. 93-106.

[17] Guerrero v. Court of Appeals, supra.

[18] Ibid.

[19] Latag v. Banog, G.R. No. 20098, January 31, 1966, 16 SCRA 88.

[20] 105 Phil. 1175, G.R. No. L-12902, July 29, 1959.

[21] Exh. "9" to "9www".

[22] Guerrero vs. Court of Appeals, supra.

[23] Rollo at 57.

[24] Ibid.

[25] 27 SCRA 7, G.R. No. L-20700, February 27, 1969.

[26] Sec. 5(b) of RA 1199.

[27] t.s.n. of July 31, 1974, pp. 110-111, inter alia.

[28] Court of Agrarian Relations Decision, pp. 10-12.

[29] 141 SCRA 226, G.R. No. 62255, January 30, 1986.

[30] Court of Appeals Decision, p. 8, Rollo at 29.

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