

TRINIDAD GABRIEL, PLAINTIFF AND APPELLEE, VS. EUSEBIO PANGILINAN, DEFENDANT AND APPELLANT.*G.R. No. L-27797. August 26, 1974*

Ponente: ZALDIVAR, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/514cf0f739a3/>**ZALDIVAR, J.:**

This appeal from the decision, dated December 26, 1963, of the Court of First Instance of Pampanga in its Civil Case No. 1823, was certified to this Court by the Court of Appeals for the reason that the jurisdiction of an inferior court is involved.

During the pendency of this case before this Court, under date of April 29, 1972, Atty. Virgilio M. Pablo, counsel for the appellant Eusebio Pangilinan, gave notice to this Court that said appellant died on April 3, 1964, and was survived by his children, who are his legal heirs, namely: Salvador Pangilinan, Santos Pangilinan, Mariano Pangilinan, Carlos Pangilinan and Pilar Pangilinan de Avante. For the purposes of this case the appellant Eusebio Pangilinan, therefore, is substituted by his heirs herein named.

Under date of November 20, 1973, Atty. Amando M. Laki filed a motion with this Court advising that appellee Trinidad Gabriel died on June 14, 1967, and was survived by her heirs and successors-in-interest, namely: Corazon O. Gabriel, married to Lamberto Ignacio; Ernesto O. Gabriel; Ester O. Gabriel, married to Emmanuel Padua; Generoso O. Gabriel, Marciano O. Gabriel and Pablo O. Gabriel, and prayed that appellee Trinidad Gabriel be substituted by her heirs herein named. By order of this Court of December 4, 1973 the prayer for substitution was granted.

In its resolution dated April 19, 1967 certifying the case to this Court, the Court of Appeals made the following findings, which We adopt:

"On June 18, 1960 Trinidad Gabriel filed a complaint in the Court of First Instance of Pampanga against Eusebio Pangilinan alleging that she is the owner of a fishpond situated in barrio Sta. Ursula, Betis, Pampanga and measuring about 169,507 square meters; that sometime during the last war she entered into an oral contract of lease thereof with the defendant on a year to year basis, i.e., from January 1 to December 31, at a rental of P1,200, plus the amount of real estate taxes, payable in advance in the month of January; that desiring to develop and cultivate the fishpond by herself, she notified the defendant in a letter dated June 26, 1957 that she was terminating the contract as of December 31, 1957; that upon request of the defendant, she extended the lease for another year; that on November 19, 1958 she again wrote the defendant that he should surrender possession of the fishpond on January 1, 1959, which demand he however ignored. Plaintiff accordingly prayed that the defendant be ordered to restore the possession of the fishpond to her and to pay her P1,200, plus the amount of real estate taxes, a year from 1959, attorney's fees and costs.

"The defendant moved for the dismissal of the complaint on the ground that the trial court had no jurisdiction over the case which properly pertains to the Court of Agrarian Relations, there being an agricultural leasehold tenancy relationship between the parties. Upon opposition by the plaintiff, the motion was denied. The defendant thereafter filed his answer with counterclaim alleging, inter alia, that the land in question was

originally leased to him, also verbally, by the plaintiff's father, Potenciano Gabriel, in 1923 for as long as the defendant wanted subject to the condition that he would convert the major portion into a fishpond and the part which was already a fishpond be improved at his expense which would be reimbursed by Potenciano Gabriel or his heirs at the termination of the lease for whatever cause; that when the plaintiff became the owner of the property through inheritance, she told the defendant that she would honor her father's contract with the defendant, and likewise assured him that he could continue leasing the property, whose original rental of P400.00 a year had been progressively increased to P1,200.00, for as long as he wanted since she was not in a position to attend to it personally. As a special defense, the defendant reiterated the alleged lack of jurisdiction of the trial court to take cognizance of the case.

"On February 12, 1962 the trial court issued an order herein below quoted in full:

'The plaintiff seeks to eject the defendant from the fishpond described in the complaint which is under lease to the said defendant, who, however, refuses to vacate. Instead, he has impugned the jurisdiction of this Court contending that the action should have been filed with the Court of Agrarian Relations, which has original and exclusive jurisdiction, as their relationship; is one of lease-hold tenancy:

'After the motion to dismiss was denied on the basis of the allegations of the complaint, the parties were ordered to adduce evidence for the purpose of determining which Court shall take cognizance of the case.

'It appears that the fishpond is presently in the possession of the defendant, who originally leased it from the father of the plaintiff. Upon the death of the said father, the fishpond was inherited by the plaintiff. It is now covered by T.C.T. No. 1634 and is registered in her name. It contains an area of 169,507.00 square meters. The rental is on a yearly basis.

'It also appears that the defendant has ceased to work personally with the aid of helpers the aforecited fishpond since 1956 when he became ill and incapacitated. His daughter, Pilar Pangilinan, took over. She testified that she helps her father in administering the leased property, conveying his instructions to the workers, Urbano Maninang, Isidro Bernal and Marciano Maninang. The names of Ire, Juan and Aguedo Viada have been mentioned as the laborers who were paid for the repair of the dikes. Bernardo Cayanán, a nephew of the defendant, acts as the watcher. He has lived separately since he got married. Excepting Pilar Pangilinan, who is residing near the fishpond, the other children of the defendant are all professionals; a lawyer, an engineer, and a priest — all residing in Manila. None of these persons has been seen working on the fishpond.

'The above are the material and pertinent facts upon which we enter this order.

'After a study of the facts and in the light of the provisions of the Tenancy Law, Republic Act No. 1199, particularly Sections 4 and 9, as amended, it seems clear that this case does not fall within the purview of said Act. The lease contract is manifestly a civil lease governed by the New Civil Code. Considering the area of the fishpond, 16 hectares, more or less, the fact that neither the defendant, who is physically incapacitated, or his daughter is personally cultivating the fishpond or through the employment of mechanical farm implements, and the further fact that the persons named above are not members of the immediate farm household of the defendant, the conclusion is that no tenancy relationship exists between the plaintiff and the defendant as defined by Republic Act No. 1199, as amended.

'We are, therefore, of the opinion and so hold that this Court is vested with jurisdiction to try and decide this case. After this order has become final, the plaintiff may request for the setting of the initial trial.'

The defendant does not contest the findings of facts therein made by the trial court.

"After the parties adduced their respective evidence on the merits, decision was rendered wherein the trial court, pursuant to Article 1197 of the Civil Code, fixed the period of the lease up to June 30, 1964, the defendant on said date to surrender possession of the fishpond to the plaintiff and to pay the rentals due the latter. The plaintiff, on her part, was required upon surrender of possession to her, to pay the defendant the sum

of P1,000.00 as reimbursement of the expenses he incurred in improving the fishpond, and upon failure by either party to pay the amount due the other, the same would bear interest at the legal rate until full payment is made.

"A reconsideration by the defendant having been denied, he appealed to this Court and assigned the following errors:

- The lower court erred in considering the relationship of appellee and appellant as that of a civil lease, in accordance with the Civil Code of the Philippines and not a leasehold tenancy under Rep. Act No. 1199 as amended.
- The lower court erred in not holding that the Court of First Instance is without jurisdiction, the case being that of an agrarian relation in nature pursuant to Rep. Act No. 1199 as amended.
- The lower court erred in appreciating the evidence of the appellant particularly the basis for the expenditure for the development of the fishpond in question.
- The lower court erred in rendering judgment in favor of the appellant in the measely amount of one thousand pesos for reimbursement and for seven hundred pesos for the cost of the floodgate.

"Anent the question of jurisdiction, it is an admitted fact that plaintiff leased the fishpond to the defendant in 1943 without a fixed term, the annual rental payable at the end of the year (Exhibit C, Deposition of plaintiff, Dec. 13, 1962, pp. 2 and 3). It is likewise undisputed that the work in the fishpond consisted in letting out the water so algae (lumut) would grow or if algae would not grow, getting some from the river and putting them in the fishpond, changing the dirty water with fresh water, repairing leaks in the dikes, and planting of fingerlings and attending to them; that these were done by defendant, with some help; that he personally attended to the fishpond until 1956 when he became ill; that thereafter his nephew Bernardo Cayanán, who was living with him, helped in the work to be done in the fishpond and his daughter Pilar Pangilinan helped in the management, conveying his instruction to the workers (t.s.n., pp. 4-8, Magat)

"Upon the foregoing facts, the defendant insists that the relationship between the parties is an agricultural leasehold tenancy governed by Republic Act No. 1199, as amended, pursuant to section 35 of Republic Act No. 3844, and the present case is therefore within the original and exclusive jurisdiction of the Court of Agrarian Relations. Plaintiff, on the other hand, maintains in effect that since defendant has ceased to work the fishpond personally or with the aid of the members of his immediate farm household (Section 4, Republic Act No. 1199) the tenancy relationship between the parties has been extinguished (Section 9, id.) and become of civil lease and therefore the trial court properly assumed jurisdiction over the case.

"It does appear that the controversy on the issue of jurisdiction calls for the interpretation of cultivating or working the land by the tenant personally or with the aid of the members of his immediate farm household." [1]

Those are the findings and conclusions of facts made by the Court of Appeals which, as a general rule, bind this Court.[2]

1. Let Us now discuss the issues raised in this appeal. First, was the relationship between the appellee and appellant a leasehold tenancy or a civil law lease?

There are important differences between a leasehold tenancy and a civil law lease. The subject matter of leasehold tenancy is limited to agricultural land; that of civil law lease may be either rural or urban property. As to attention and cultivation, the law requires the leasehold tenant to personally attend to, and cultivate the agricultural land, whereas the civil law lessee need not personally cultivate or work the thing leased. As to purpose, the landholding in leasehold tenancy is devoted to agriculture, whereas in civil law lease, the purpose may be for any other lawful pursuits. As to the law that governs, the civil law lease is governed by the Civil Code, whereas leasehold tenancy

is governed by special laws.[3]

In order that leasehold tenancy under the Agricultural Tenancy Act may exist, the following requisites must concur:

- That the land worked by the tenant is an agricultural land;
- That the land is susceptible of cultivation by a single person together with members of his immediate farm household;
- That the land must be cultivated by the tenant either personally or with the aid of labor available from members of his immediate farm household;
- That the land belongs to another; and
- That the use of the land by the tenant is for a consideration of fixed amount in money or in produce or in both.[4]

Were the foregoing requisites present in the instant case?

There is no doubt that the land in question is agricultural land. It is a fishpond and the Agricultural Tenancy Act, which refers to "agricultural land", specifically mentions fishponds and prescribes the consideration for the use thereof. Thus Section 46 (c) of said Act provides that "the consideration for the use of sugar lands, fishponds, saltbeds and of lands devoted to the raising of livestock shall be governed by stipulation between the parties". This Court has already ruled that "land in which fish is produced is classified as agricultural land." [5] The mere fact, however, that a person works an agricultural land does not necessarily make him a leasehold tenant within the purview of section 4 of Republic Act No. 1199. He may still be a civil law lessee unless the other requisites as above enumerated are complied with.

Regarding the second requisite, it is to be noted that the land in question has an area of 169,507 square meters, or roughly 17 hectares of fishpond. The question of whether such a big parcel of land is susceptible of being worked by the appellant's family or not has not been raised, and We see no need of tarrying on this point. So, We pass to the third requisite, to wit, whether the tenant himself personally or with the aid of his immediate family worked the land.

Assuming that appellant had previously entered in 1923 into an agreement of leasehold tenancy with Potenciano Gabriel, appellee's father, such tenancy agreement was severed in 1956 when he ceased to work the fishpond personally because he became ill and incapacitated. Not even did the members of appellant's immediate farm household work the land in question. Only the members of the family of the tenant and such other persons, whether related to the tenant or not, who are dependent upon him for support and who usually help him to operate the farm enterprise are included in the term "immediate farm household." [6] The record shows who helped work the land in question, and We quote:

"It also appears that the defendant has ceased to work personally with the aid of helpers the aforecited fishpond since 1956 when he became ill and incapacitated. His daughter, Pilar Pangilinan took over. She testified that she helps her father in administering the leased property, conveying his instructions to the workers, Urbano Maninang, Isidro Bernal and Marciano Maninang. The names of Ire, Juan and Aguedo Viada have been mentioned as the laborers who were paid for the repair of the dikes. Bernardo Cayanang, a nephew of the defendant, acts as the watcher. He has lived separately since he got married. Excepting Pilar Pangilinan, who is residing near the fishpond, the other children of the defendant are all professionals; a lawyer, an engineer, and a priest — all residing in Manila. None of these persons has been seen working on the fishpond." [7]

The law is explicit in requiring the tenant and his immediate family to work the land. Thus Section 5 (a) of Republic Act No. 1199, as amended, defines a "tenant" as a person who, himself and with the aid available from within his immediate farm household, cultivates the land belonging to, or possessed by, another, with the latter's consent for purposes of production sharing the produce with the landholder under the share tenancy system, or paying to the landholder a price certain in produce or in money or both, under the leasehold tenancy system. Section 8 of the same Act limits the relation of landholder and tenant to the person who furnishes the land and to the person who actually works the land himself with the aid of labor available from within his immediate farm household. Finally, Section 4 of the same Act requires for the existence of leasehold tenancy that the tenant and his immediate farm household work the land. It provides that leasehold tenancy exists when a person, who either personally or with the aid of labor available from members of his immediate farm household, undertakes to cultivate a piece of agricultural land susceptible of cultivation by a single person together with members of his immediate farm household, belonging to, or legally possessed by, another in consideration of a fixed amount in money or in produce or in both.

A person, in order to be considered a tenant, must himself and with the aid available from his immediate farm household cultivate the land. Persons, therefore, who do not actually work the land cannot be considered tenants;^[8] and he who hires others whom he pays for doing the cultivation of the land, ceases to hold, and is considered as having abandoned, the land as tenant within the meaning of sections 5 and 8 of Republic Act No. 1199, and ceases to enjoy the status, rights, and privileges of one.

We are, therefore, constrained to agree with the court a quo that the relationship between the appellee Trinidad Gabriel and appellant Eusebio Pangilinan was not a leasehold tenancy under Republic Act No. 1199. Hence, this case was not within the original and exclusive jurisdiction of the Court of Agrarian Relations.^[9]

2. Regarding the second assignment of error, We accordingly rule that the Court of First Instance correctly assumed jurisdiction over the case at bar, this being a case of civil law lease.

3. We deem it unnecessary to discuss the third and fourth assigned errors as these are issues involving findings of facts which have been settled by the lower court, and unless there is grave abuse of discretion, which we do not find in the record of the case, We shall not venture to discuss the merits of the factual findings of the court a quo.

IN VIEW OF THE FOREGOING, the decision of the Court of First Instance of Pampanga in its Civil Case No. 1823, appealed from, is affirmed, with costs against the appellants.

This decision should apply to the heirs and successors-in-interest of the original parties, as named in this decision. In consonance with the decision of the lower court, the heirs and successors-in-interest of appellant Eusebio Pangilinan should deliver the possession of the fishpond in question to the heirs and successors-in-interest of appellee Trinidad Gabriel; and said heirs and successors-in-interest of appellant Eusebio Pangilinan should pay the heirs and successors-in-interest of appellee Trinidad Gabriel the accrued rentals from January 1, 1969, at the rate of P1,200.00 a year, until the actual delivery of the possession of the fishpond as herein ordered, with interest at the legal rate until full payment is made.

IT IS SO ORDERED.

Fernando, Antonio, Fernandez, and Aquino, JJ., concur.
Barredo, J., took no part.

[1] Record, pages 63-68.

[2] Tolentino vs. De Jesus, L-32797, March 27, 1974, 56 SCRA 167, 171-172; Evangelista & Co. vs. Abad Santos, L-31684, June 28, 1973, 51 SCRA 416, 423; Chan vs. Court of Appeals, L-27488, June 30, 1970, 33 SCRA 737, 743; Ramirez Telephone Corp. vs. Bank of America, L-22614, August 29, 1969, 29 SCRA 191, 198.

[3] Crisolito Pascual, Labor and Tenancy Relations Law, 3rd edition, page 492; Jeremias U. Montemayor, Labor Agrarian and Social Legislation, 2nd edition, Vol. III, pages 534-535; Guillermo S. Santos and Artemio C. Macalino, The Agricultural Land Reform Code, 1963 edition, page 300.

[4] Section 4, Republic Act No. 1199, as amended by Republic Act No. 2263.

[5] Tawatao vs. Garcia, L-17649, July 31, 1963, 8 SCRA 566, 571, citing; Molina vs. Rafferty, 36 Phil., 167 and Banaag vs. Singson Encarnacion, 46 O.G. 4895.

[6] Section 5 (o), Republic Act No. 1199.

[7] Order of the lower court of February 12, 1962, Record on Appeal, pages 37-38.

[8] De Guzman vs. Ungson, 93 Phil., 645, 647, Omega, et al. vs. Solidum, et al., 93 Phil. 457, 460.

[9] Dumlao vs. De Guzman, L-12816, January 28, 1961, 1 SCRA 144, 147; Lastimoza vs. Blanco, L-14697, January 28, 1961, 1 SCRA 231, 234; Tuvera vs. De Guzman, L-20547, April 30, 1965, 13 SCRA 729, 731; Casaria vs. Rosales, L-20288, June 22, 1965, 14 SCRA 368, 370.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.