GREENFIELD REALTY CORPORATION AND DATA PROCESSING SERVICES, PETITIONERS, VS. LORETO CARDAMA, ONOFRE CARDAMA, RAFAEL MARANAN, MARIANO CARDAMA, CECILIO CARDAMA, ROMELITO CARDAMA, ...

G.R. No. 129246. January 25, 2000

Ponente: BUENA, J.

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BUENA, J.:

This is a petition for review of the Decision of the Court of Appeals in CA-G.R. SP No. 41707, which reinstated the Decision of the Provincial Adjudicator of the Department of Agrarian Reform Region IV, in Sta. Cruz, Laguna, which ruled that the herein private respondents are bonafide tenants of Lot No. 2653, situated in Loma, Biñan, Laguna covered by TCT No. T-155260 and legitimate beneficiaries of the Comprehensive Agrarian Reform Law.

The subject matter of this case is a parcel of land with an area of 10,744 hectares denominated as Lot No. 2653, covered by TCT No. T-155260, registered in the name of Data Processing Services, which is a part of a larger piece of land covering lots 3202, 2658, 2653 and 2517 with a total area of 37 hectares, more or less.

In March of 1988, herein private respondents (along with Hermogenes Cardama, now deceased) filed a Complaint with the Regional Trial Court of Biñan, Laguna (docketed as CAR Case No. B-26), praying that judgment be rendered "(t)o respect the rights of the herein plaintiffs as legitimate leasehold tenants of their respective landholdings." Said case was dismissed on 30 August 1990 based on a compromise agreement entered into by the parties.

The instant case originated from DARAB Case No. IV-0272’93, filed with the Provincial Adjudicator of Sta. Cruz, Laguna, by the herein private respondents (Loreto Cardama, Onofre Cardama, Rafael Maranan, Mariano Cardama, Cecilio Cardama, Romelito Cardama, Joselito Cardama, Eusebio Punongbayan, Guillermo Banaag, Represented by Maxima Cardama-Punongbayan), as plaintiffs, against Independent Realty Corporation, Greenfield Realty Corporation (Administrators of the property owned by Data Processing Services Corporation) Data Processing Services Corporation (registered owner of the subject property), Pinagkaisang Uring Anak-Pawis ng Loma Sa Agrikultura (PANALAG) (claiming to have been issued Certificates of Landownership Award but that the same were being protested by the plaintiffs), and intervenors Esperidion Montanez, et al., who claimed to have already been issued their respective Certificates of Land Transfer pursuant to Presidential Decree No. 27 which took effect on October 21, 1972, thus subject landholdings can no longer be covered by the CARP law.

In their Amended Complaint, plaintiffs (herein private respondents) claimed to have succeeded their father who died on January 9, 1989 in the latter’s tenancy rights, and should be declared now as leasehold tenants and actual tillers of the subject irrigated riceland; that the leasehold tenancy began in the year 1978 through a verbal agreement entered into by and between defendant Independent Realty Corporation and Hermogenes Cardama (now deceased) that the former had designated the latter to take over the maintenance of said landholding which

was then undeveloped and uncultivated and with the aid of the immediate members of their respective families cleared the area from talahib, grasses and boulders and constructed thereon all the irrigation canals until the same became productive as irrigated riceland that said plaintiffs had been up-to-date in the payment of their lease rentals as evidenced by the receipts marked as Annexes "B", "B-1", and "B-2" issued by defendant IRC and the subsequent Annexes "C" and "C-1" issued by defendant Greenfield Development Corporation.

In their Amended Answer, Greenfield and Data denied the material allegations in the complaint and alleged that plaintiffs' complaint has no cause of action against said defendants; and that the present case is already barred by laches or by final order in CAR Case No. B-26.

On June 6, 1994, a Decision was rendered by the Provincial Adjudicator in DARAB Case No. IV-0272'93, in favor of the plaintiffs, with the following ratiocination and dispositive portion:

> "In the light of the foregoing, the primary issue is the determination as to who, among the plaintiffs, the defendant PANALAG members and the intervenors, are qualified farmer-beneficiaries of subject landholdings.
>
> "An evaluation of the evidence shows that indeed the late HERMOGENES CARDAMA was a civil law lessee. This has been strongly established by the receipts issued by defendant IRC evidencing the payment of lease rentals marked as Exhibit "A" dated January 11, 1984; Exhibit "B" dated March 29, 1984; Exhibit "C" dated December 11, 1985; Exhibit "D" dated February 23, 1987 issued by defendant GDC; and Exhibit "E" dated January 12, 1988 issued by said defendant GDC (Sinumpaang Salaysay dated July 20, 1993 of plaintiff MAXIMA CARDAMA PUNONGBAYAN). Actually, said HERMOGENES CARDAMA is a civil law lessee of the 37.18 hectares of riceland situated in Barangays Bungalan (sic) and Loma, Biñan, Laguna which included the 10-hectare landholdings in controversy. This is evidenced by the letter dated January 13, 1988 of defendant GDC terminating the lease contract effective as of December 31, 1987 (Exhibit "1" of GDC's Position Paper dated October 15, 1993). This compelled the plaintiffs to file with the RTC of Laguna against the defendants IRC and GDC for the protection of their security of tenure claiming, among others, that they were instituted as leasehold tenants by an officer of defendant IRC since 1987 with a (sic) five (5) cavans of palay as lease rental per hectare by reason of the fact that the area has yet to be cleared with talahib and tall grasses and that being an abandoned landholding, said plaintiffs had to reconstruct all the irrigation and distributory canals within their respective landholdings including the "pilapils" at their own expense; x x x
>
> x x x x x x x x x
>
> "WHEREFORE, in view herefrom, JUDGMENT is hereby rendered:
>
> "1. DIRECTING the cancellation of the Certificate of Land Transfer of the intervenors;
>
> "2. Declaring the defendant PANALAG disqualified to be CARP Beneficiaries of the subject land;
>
> "3. DIRECTING the defendant PANALAG members to vacate the subject landholdings and to surrender the possession thereof to the plaintiffs;
>
> "4. DIRECTING defendants Independent Realty Corporation (IRC), Greenfield Development Corporation (GDC) and Data processing Service Corporation (DPSC) to vacate the premises and to surrender the possession of subject landholdings to the plaintiffs and directing further that said defendants or their agents acting in their behalves to cease and desist from bulldozing the landholding or performing other similar acts detrimental to the security of tenure of the plaintiffs;
>
> "5. DIRECTING the DAR field office concerned to continue with its processing activities for CARP coverage of subject landholdings and for distribution to the plaintiffs; and
>
> "6. DISMISSING for lack or insufficiency of evidence, the dismissal of the claims, counterclaims and cross-claims of the contending parties.

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"SO ORDERED."[1]

On appeal by the defendants and the intervenors, the Department of Agrarian Reform Adjudication Board, in its Decision dated February 9, 1996, declared that the late Hermogenes Cardama was not the bona fide tenant of Lot 2653, with the following ratiocination and dispositive portion:

"In the case of plaintiffs, they base their right to succeed to the tenancy of their father Hermogenes Cardama whom they assert was the bona fide tenant since 1978, but the existence of Certificates of Land Transfer in the names of Montanez, Bawalan and Dicdican, all dated 1981, negated such an assertion, besides, Emiliana Batista was still the owner of the lot in 1978 which she sold to the corporations only in 1981. Plaintiffs further allege that Hermogenes Cardama was a tenant over the lot, yet their submitted rental receipts, namely, Annexes "B-1", "B-2", "C" and "C-1", dated March 29, 1984, December 11, 1985, February 23, 1987 and January 12, 1988, respectively, clearly show the payments were made on a lot located in another barangay (Bungahan), not in Loma where Lot 2653 is located, meaning that Hermogenes Cardama was a tenant of another farmlot owned by the corporations.

"Significantly, all the plaintiffs are claiming the right of tenancy succession, but Republic Act 3844 allows only one heir to succeed to the tenancy of the deceased tenant in the order of preference prescribed by Section 9 of the said law. Clearly the, plaintiffs cannot simultaneously claim the right to succeed. In the event, however, that Hermogenes Cardama will be considered a potential CARP beneficiary, he will be entitled to an area not exceeding three (3) hectares as mandated by Section 23 of Republic Act 6657. Thus,

"No qualified beneficiary may own more than three (3) hectares of agricultural land."

"Furthermore, the act of Hermogenes Cardama in instituting Mariano Cardama and Eusebio Punongbayan, his son and son-in-law, respectively, at three (3) hectares each of Lot 2653 (p. 142 and 221, Rollo) is not sanctioned by our Agricultural Land Code, not only because it is considered an act of sub-leasing under Section 24(2) of Republic Act 1199 and Section 27 (2) of Republic Act 3844, but also because a tenant cannot institute another tenant over the same landholding he is tilling, without the consent of the landowner, more so when Hermogenes Cardama was not the lawful tenant over Lot 2653, but of other lands of the corporation located in Bungahan.

"At any rate, whether Lot 2653 is covered by Presidential Decree 27 or Republic Act 6657 including the identification of farmer-beneficiaries is an administrative determination that properly belongs to the exclusive competence of the Office of the DAR Secretary. This is rendered imperative by reason of the notice of coverage dated March 12, 1992 and the filing of the landowners' application for the proposed conversion of subject land dated October 2, 1989 (Case Report on p. 270, Rollo)

"WHEREFORE, premises considered, the appealed decision is hereby MODIFIED to read as follows:

"1. Disqualifying both Intervenors and PANALAG to become CARP beneficiaries of Lot 2653 and sustaining the cancellation of the certificate of land transfer in the names of Esperidion Montanez, Victor Bawalan and Domingo Dicdican;

"2. Declaring the late Hermogenes Cardama not the bona fide tenant of Lot 2653; and

'3. Transmitting the records of the case to the Office of the DAR Secretary for further proceedings in view of the Notice of Coverage dated March 12, 1992 and the corporations' application for land conversion dated October 2, 1989.

"SO ORDERED."[2]

From the said Decision of the DARAB in Case No. 3434, PANALAG and the Intervenors did not appeal. On the other hand, plaintiffs Loreto Cardama, et al. filed a petition for certiorari with the Court of Appeals.

On January 31, 1997 the Court of Appeals rendered the herein assailed Decision (in CA-G.R. SP No. 41707), with the following ratiocination and dispositive portion:

> "DARAB's conclusion does not find support in the evidence. Respondents Greenfield and Data in their comment made mention of an order dated 30 August 1990 issued by RTC Biñan, Laguna, in a case filed by Hermogenes Cardama, et al. to enjoin respondent corporations from dispossessing them, which dismissed the case in this wise:
>
> **'O R D E R**
>
> 'When the case was called for hearing today, both counsels manifested that they have reached an understanding regarding the possession of the land subject matter of this case, which understanding is acceptable to both parties and, therefore, are jointly asking for the dismissal of the case.
>
> 'As prayed for, let the above-entitled case be DISMISSED.
>
> 'SO ORDERED.'
>
> "The abovequoted order is a clear indication that Hermogenes Cardama and company were the actual possessors of the land. It is unlikely that respondent corporations would enter into an agreement regarding the possession of the land with Hermogenes Cardama and company, if the latter do not have any legal basis for their right to the possession of the same.
>
> x x x x x x x x x
>
> x x x x x x x x x
>
> "In proving that they are the actual tillers of the land, petitioners presented six receipts (annexes "A", "B", "C", "E", "F" and "G") of payments of lease covering the periods 1984, 1985, 1987, and 1988. Authenticity of these receipts was never disputed. DARAB and respondents Greenfield and Data, however, contend that some of the receipts allegedly refer to a different land owned by respondent Greenfield. Other than this assertion, however, respondents failed to rebut the other receipts which refer to the same land in dispute.
>
> "In its findings, DARAB observed that the receipts (Annexes "B-1", "B-2", "C" and "C-1" dated 29 March 1984, December 11, 1985, February 23, 1987 and January 12, 1988, respectively), refer to a property in Barangay Bungahan not Barangay Loma. DARAB could have easily ascertained the location of the land by ordering an ocular inspection of the tenanted land or the respondent corporations could have requested for an ocular inspection to determine once and for all the veracity of the claim of petitioners.
>
> x x x x x x x x x
>
> x x x x x x x x x
>
> "WHEREFORE, in view of the foregoing, the present petition is hereby GRANTED. The DARAB decision appealed from is modified in that the petitioners are hereby declared tenants in lot 2653, in accordance with the Provincial Adjudicators' decision which is hereby reinstated particularly nos. 4 and 5 of the dispositive portion which states to wit:
>
> '4. DIRECTING defendants Independent Realty Corporation (IRC), Greenfield Development Corporation (GDC) and Data processing Service Corporation (DPSC) to vacate the premises and to surrender the possession of subject landholdings to the plaintiffs and directing further that said defendants or their agents acting in their behalves to cease and desist from bulldozing the landholding or performing other similar acts detrimental to the security of tenure of the plaintiffs;
>
> '5. DIRECTING the DAR field office concerned to continue with its processing activities for CARP coverage

of subject landholdings and for distribution to the plaintiffs; and

x x x.'

"SO ORDERED."

Hence, the instant petition.

Petitioners Greenfield Realty Corporation and Data Processing Services Corporation raise the following assignment of errors:

I

"The Court of Appeals erred in reversing the findings of fact of the DARAB which were based on, at the very least, substantial evidence, and thus should have been final and conclusive upon the court a quo.

II

"The Court of Appeals failed to apply the law and jurisprudence by not summarily dismissing the case a quo on the ground of forum-shopping.

III

"The Court of Appeals erred in ruling that res judicata has not set in and barred the respondents' action."

The petition is without merit.

On the first assigned error, petitioners argue that the Court of Appeals erred in reversing the findings of fact of the DARAB which were based on, at the very least, substantial evidence, and thus should have been final and conclusive upon the Court of Appeals. In support of this contention, petitioners cite Section 54 of Republic Act No. 6657, the Comprehensive Agrarian Reform Law of 1988, which reads:

"JUDICIAL REVIEW

"Section 54. Certiorari. - Any decision, order, award or ruling of the DAR on any agrarian dispute or any matter pertaining to the application, implementation, enforcement, or interpretation of this Act and other pertinent laws on agrarian reform may be brought to the Court of Appeals by certiorari except as otherwise provided in this Act within fifteen (15) days from receipt of a copy thereof.

"The findings of fact of the DAR shall be final and conclusive if based on substantial evidence." (Emphasis ours.)

On this issue, this Court is of the opinion that the Court of Appeals did not err in reversing the findings of fact of DARAB, the same not being based on substantial evidence.

Substantial evidence is such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.[3] (Emphasis ours.)

The Philippine Law Dictionary by Justice Moreno defines substantial evidence as follows:

"'Substantial evidence' means more than a mere scintilla; it is of a more substantial and relevant consequence and excludes vague, uncertain and irrelevant matter, implying a quality of proof which induces conviction and makes an impression on reason.

"It means that the one weighing the evidence takes into consideration all the facts presented to him and all reasonable inferences, deductions and conclusions to be drawn therefrom, and, considering them in their

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> entirety and relation to each other, arrives at a fixed conviction. - Doaz v. Burgos, SP-00949, August 25, 1972."[4]
>
> "Plainly, evidence would not be 'substantial,' that is to say strong and positive, if it does not afford a foundation or premise upon which the point at issue could be reasonably based. And the conclusion of fact would not be reasonable or credible if it were reached without considering countervailing evidence.
>
> "Stated differently, 'substantial evidence' does not mean just any evidence in the record of the case. Otherwise, no findings of fact would be wanting in basis. The test, therefore, is whether a reasonable mind, after considering all the relevant evidence in the record of a case, would accept the findings of fact as adequate. - Paniqui Sugar Mills, Inc. v. Business Machines Corporation, 00817-SP, December 13, 1973."[5]

DARAB, in order to support its conclusion that Hermogenes Cardama was not the bona fide tenant of the subject property, assailed therein plaintiffs-appellees' evidence thus: 1.) "they base their right to succeed to the tenancy of their father Hermogenes Cardama whom they assert was the bona fide tenant since 1978, but the existence of Certificates of Land Transfer in the names of Montanez, Bawalan and Dicdican, all dated 1981, negated such an assertion, besides, Emiliana Batista was still the owner of the lot in 1978 which she sold to the corporations only in 1981" and; 2.) "the submitted rental receipts clearly show the payments were made on a lot located in another barangay (Bungahan), not in Loma where Lot 2653 is located, meaning that Hermogenes Cardama was a tenant of another farmlot owned by the corporations".[6]

Both of the above are not relevant evidence. Even if we consider said evidence to be relevant, they are not adequate to support the conclusion reached by the DARAB. Hermogenes Cardama is no less a bona fide tenant if he started cultivating the lot only in 1981. That the rental receipts bear the location of the lot as "Bungahan" and not Barrio "Loma" (where Lot 2653 is situated) does not necessarily mean that Hermogenes Cardama did not pay for Lot 2653; neither does it mean that he was not a leasehold tenant of Lot 2653. Thus, the evidence on which DARAB based its decision are not relevant and adequate to support its conclusion.

On the other hand, the records of the case are replete with relevant evidence which are adequate to support the conclusion that Hermogenes Cardama is the bona fide tenant of the subject property. Among such relevant evidence are: 1.) The Joint Report Regarding The Qualification as CARP Beneficiary of Some Members of PANALAG which states among others that "Hermogenes Cardama (with the help of son Mariano, sons-in-law Eusebio Punongbayan and Rafael Maranan) cultivated the subject land during the ownership of Greenfield Development Corp./Independent Realty Corporation[7]; and 2.) the letter of Greenfield Development Corporation dated January 19, 1989, stating that Hermogenes Cardama was its tenant in the following lots: Lot # 3202, 2653, 2658-B, 2658-A, 2517-B, thus:

> "Enero 19, 1989
>
> "Hermogenes Cardama
> Bo. Timbao, Biñan, Laguna
>
> "Sa Kinauukulan:
>
> "Tapos na po ang taong 1988, samakatuwid ay tapos na rin po ang ating kontrata. Ipinababatid ko po sa inyo na simula sa taong 1989 ay ang kumpanya na ang magpapatrabaho sa mga bukid at hindi na ito pauupahan dahil malapit ng isagawa ang mga proyekto ng kumpanya.
>
> Ipinababatid ko rin po sa inyo na kayo ay mayroon pang pagkakautang sa kumpanya na bayad sa inyong pangungupahan sa lupa. Ang inyong pagkakautang sa mga nakaraang taon ay ang mga sumusunod:
>
> Balanse ng

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1986 - P _____

Lot No. 3202

1986 P 26,532.47

2653

1988 P 55,775.10

2658-B

2658-A

Total

-P 82,307.57

2517-B

"Dahil dito, kayo ay binibigyan ng kumpanya ng palugit na panahon upang bayaran ang inyong pagkakautang. Kung hindi kayo makakabayad hanggang katapusan ng buwang ito (Enero 31, 1989), mapipilitan kaming gumawa ng hakbang sang-ayon sa batas upang masingil ang inyong utang. Kung may tanim pa kayong palay at hindi pa bayad sa utang, ito ay itinuturing na isinusulit na sa kumpanya bilang inyong kabayaran.

"Kung may nais magbayad ng utang, magpunta lamang kayo sa aming opisina sa Carmona, Cavite at makipagkita kay Mr. Ver Cueno o kay Mr. Lito Averion.

"Inaasahan ko po ang inyong kooperasyon sa bagay na ito tulad ng dati.

"Salamat po.

(SGD.)
RENATO E. LIRIO
Sr. Vice-President
& General Manager"[8]

Moreover, the Court of Appeals correctly observed and we quote:

"Undeniably, the land is not cultivated by Hermogenes Cardama alone but with other tenants who are likewise qualified and who are related to him. Thus, it can be said that the entitlement of the other possessors is not by virtue of succession to the rights of a predecessor-in-interest, but in their individual capacity as tenants therein simultaneously with an ascendant. It is to be noted that the land herein involved is more than 10 hectares which cannot be personally cultivated by Hermogenes Cardama alone.

"To further buttress their claim, petitioners presented evidence showing that Greenfield wrote to Hermogenes Cardama on 19 January 1989 collecting an unpaid balance in rentals and at the same time notifying them of the termination of the lease to give way to the conversion. However, at that time, there was yet no approved application for conversion. Given such notice and seeing actual bulldozing being undertaken in the area by Greenfield, led to the filing of the RTC Biñan case[9], clearly signifying the tenant's desire to retain their

landholding.

"Under Section 22 of RA 6657, the Comprehensive Agrarian Reform Law, those entitled to the award of the land are:

'SECTION 22. Qualified Beneficiaries. - The lands covered by the CARP shall be distributed as much as possible to landless residents of the same barangay or in the absence thereof, landless residents of the same municipality in the following order of priority:

a)

agricultural lessees and share tenants;

b)

regular farmworkers;

c)

seasonal farmworkers;

d)

other farmworkers;

e)

actual tillers or occupants of public lands;

f)

collectives or cooperatives of the above beneficiaries; and

g)

others directly working on the land.'

"Being the agricultural lessees on the land, petitioners are the qualified beneficiaries absent any showing that they have been validly ejected or removed therefrom."

With regard to the second assigned error, petitioners allege that private respondents were guilty of forum-shopping because sometime during the second week of May 1996, while their Motion for Reconsideration was still pending with the DARAB, respondents filed a new Complaint with the Regional Trial Court of Biñan, Laguna against Greenfield, Data and Independent Realty Corporation, praying that herein petitioners be enjoined from entering and taking possession of the subject property; that needless to say, the writ of preliminary injunction sought for by respondents was within the jurisdiction of the DARAB to grant.

On this point, the private respondents sufficiently explained and we quote:

"xxx there is no forum-shopping between the Petition before the Honorable Court of Appeals and the case for injunction that was pending before the Regional Trial Court of Biñan, Laguna. The Petition before the Court of Appeals is based on tenancy rights and rights under the CARL. The issue therein was whether or not petitioners were entitled to the benefits and protection of the CARL. On other hand, the case before the RTC of Biñan was one for injunction to stop anyone from using force and intimidation to eject the lawful possessors of Lot 2653 who are the respondents herein, petitioners before the Court of Appeals without the benefit of a final and executory decision. "[10]

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Thus, the Court of Appeals did not err when it ruled that the issues before it were different from the issues involved in the case then pending before the RTC of Biñan.

On the third assigned error, petitioners allege that the doctrine of res judicata already barred the institution of DARAB Case No. IV-0272’93, there being a previous final judgment in CAR Case No. B-26 for "Security of Tenure with Petition for the Issuance of the Writ of Preliminary Injunction with Prayer for the Issuance of Restraining Order Ex-Parte, Damages, etc."[11]

This Court finds petitioners’ contention untenable.

As heretofore quoted CAR Case No. B-26 was dismissed thusly:

> "When the case was called for hearing today, both counsels manifested that they have reached an understanding regarding the possession of the land subject matter of this case, which understanding is acceptable to both parties and, therefore, are jointly asking for the dismissal of the case.
>
> "As prayed for, let the above-entitled case be DISMISSED."[12]

From the said Order, it is not clear how the case was amicably settled. For causing such ambiguity by not submitting a compromise agreement which should have been quoted in the dismissal Order, petitioners have only themselves to blame. It is, however, apparent that there was a violation of the compromise agreement for which reason the private respondents instituted DARAB Case No. IV-0272’93.

It is true that judgment upon a compromise has the effect of res judicata. But any cause of action that arises from the application or violation of the compromise agreement cannot be said to have been settled in said first case.[13] Thus, petitioners’ claim that respondents’ action is barred by res judicata is untenable.

WHEREFORE, for lack of merit, the instant petition is DISMISSED and the Decision of the Court of Appeals is AFFIRMED.

SO ORDERED.

Bellosillo, (Chairman), Mendoza, Quisumbing, and De Leon, Jr., JJ., concur.

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[1] Decision, DARAB Case No. IV-0272’93, Petition, Annex "E", pp. 71-87, Rollo.

[2] Decision, DARAB Case No. 3434, Petition, Annex "F", pp. 90-103.

[3] Comprehensive Agrarian Reform Law of 1988 Annotated, by Venerando L. Agustin, 1990 ed., p.121, Sec. 54.

[4] Philippine Law Dictionary by Moreno, 1982 Ed., p. 596.

[5] Ibid.

[6] P. 12, Decision, DARAB Case No. 3434, Rollo, p. 101.

[7] Annex "1", Comment, Rollo, pp. 238-240.

[8] Memorandum for Respondents, Annex "16", Rollo, p. 548.

[9] CAR Case No. B-26.

[10] Comment, pp. 7-8, Rollo, pp. 224-225.

[11] Complaint, CAR Case No. B-26, Annex "C", Petition, Rollo, pp. 63-69.

[12] Order of dismissal, CAR Case No. B-26, Annex "D", Petition, Rollo, p. 70.

[13] Lao Lim vs. Court of Appeals, 191 SCRA 150.

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