LEONARDO M. DALWAMPO, JOSE C. GAHUMAN, RUEL D. SEVILLA, ROLANDO C. SANCHEZ, AND MAGNO F. VILLAFLORES, PETITIONERS, VS. QUINOCOL FARMERS, FARM WORKERS AND SETTLERS’ ASSOCIATION, ...

G.R. NO. 160614. April 25, 2006

Ponente: CARPIO MORALES, J.

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CARPIO MORALES, J.:

The case involves seven lots, with a combined area of twenty nine (29) hectares, located at Upper Quinocol, Inawayan, Sta. Cruz, Davao del Sur, and which later became known as the Almendras Coconut Plantation.

The lots are alleged to have been part of the prewar Y. Furukawa-Darong Plantation Company which had been reverted to the public domain as "spoils of war" and placed under the administration of the National Abaca Fibers Corporation (NAFCO).

Upon the dissolution of the NAFCO, the lots were placed under the administration of the Board of Liquidators for sale or transfer to qualified occupants-applicants.

On October 1, 1951, the Board of Liquidators awarded the lots as follows: Lot 47 to Fabio Capoy, Lot 48 to Margarita Allawan, Lot 50 to Bonifacio Bingil, Lot 53 to Benito Batucan, Lot 59 to Catalino Capoy, and Lot 60 to Fausto Capoy. The records do not show to whom Lot 49 was awarded.

The Board of Liquidators executed on September 7, 1988 deeds of sale to the awardees, which deeds were forwarded to the Registry of Deeds of Davao del Sur for registration and issuance of titles. There is no showing however, that certificates of title were issued to the awardees, although tax declarations in their names were issued wherein the name "Alejandro D. Almendras, Sr." was indicated as administrator.[1]

As stated early on, the seven lots had become known as the Almendras Coconut Plantation (the plantation). How Alejandro Almendras, Sr. acquired title to them, the records of the case do not show. The parties do not, however, dispute his title.

In November 1992, Almendras suffered a stroke which rendered him physically and mentally incapacitated. A petition for guardianship over his person and properties was soon filed before the Regional Trial Court (RTC) of Digos City.

By Resolution[2] of January 8, 1993, Branch 18 of the RTC Digos granted the petition for guardianship and appointed Rosalinda A. Unson as guardian over the person of Almendras, and Paul C. Almendras and Elizabeth A. Alba as guardians over his therein enumerated properties including the seven lots comprising the plantation.

The guardians over Almendras' properties later sold, with the approval of the guardianship court by Order dated October 29, 1993,[3] the lots comprising the plantation to herein petitioners: Lot 59 to petitioner Jose C. Gahuman; Lots 48, 49, and 60 to petitioner Ruel D. Sevilla; Lot 50 to petitioner Leonardo M. Dalwampo[4] who

was Farm Manager of Southern Davao Development Co., Inc. (SODACO), Lot 53 to petitioner Rolando C. Sanchez, and Lot 47 to petitioner Magno B. Villaflores.[5]

Immediately after the sale to them of the lots, petitioners took possession thereof and undertook steps for their preservation towards a full-scale agricultural development project under a joint venture agreement.

On June 16, 1994, herein respondent Quinocol Farmers, Farmworkers and Settlers Association (QFFSA) headed by President Danilo Quiñones, together with its members Mauricia Tulo, Inocencio Acop, Toning Rollo, Lorenzo Insoy, Benjamin Celis, Rodrigo Bacay, Gavino Bacay, Sr., Gavino Bacay, Jr., Igmedio Tulo, Salvador Andaya, Rosita Duhilag, Avelon Manan, Gabriel Villarmino, Abundio Insoy and Antonio Alegado, and 21 others who claimed to be "tenants, farmworkers and residents of Quinocol, Inawayan Sta. Cruz, Davao del Sur," filed a complaint for ejectment before the Municipal Trial Court of Sta. Cruz against SODACO "led by [herein petitioner] Leonardo Dalawampo and/or Inobobby Pinili," docketed as Civil Case No. 309. Another complaint for ejectment was filed on October 19, 1994 before the same court by Mr. and Mrs. Dominador Insoy and Benjamin Celis and his wife against SODACO President Victor Consunji and/or Leonardo Dalawampo and/or SODACO Chief Guard Danilo Malipay and/or SODACO, docketed as Civil Case No. 314.

On May 5, 1995, herein respondents QFFSA et al. filed a Complaint[6] for annulment of the deeds of sale, enforcement of preemptive rights, injunction, and damages against Paul Almendras and/or Elizabeth Almendras, Caridad Almendras, Alejandro Almendras, Jr., SODACO, SODACO President Victor Consunji, the Register of Deeds of Davao del Sur, Bonifacio Bingil, Catalino Capoy, Fausto Capoy, Fabio Capoy, Margarito Allawan, and the herein petitioners, before the Department of Agrarian Reform Office of the Provincial Adjudicator at Digos.

In their Complaint before the Provincial Adjudicator, respondents alleged that, inter alia, Almendras installed them in the late 40's and early 50's as share tenants, tenant-tillers, and farmworkers in the plantation. The members of the Almendras family, with the exception of Alexis,[7] later illegally sold the plantation to petitioners who are dummies of SODACO;[8] and on or about October 10, 1994, SODACO President Consunji, herein petitioner Dalwampo, and the Almendras family members except Alexis, drove them out from their actual possession of the landholdings after SODACO forcibly entered the plantation, fenced it, and built a house thereon despite the proscription against ejectment of tenants in areas covered by Republic Act (RA) No. 6657 (Comprehensive Agrarian Reform Law).

In their Answer[9] to respondents' complaint before the Provincial Adjudicator, SODACO and its President Consunji denied the allegations therein including the claim that SODACO bought the plantation.

The members of the Almendras family denied too in their Answer[10] respondents' allegations including the claim that they (respondents) are tenants of the plantation. Inviting attention to the fact that the deeds of sale of the lots to petitioners bore the approval of the guardianship court, they contended that the Provincial Adjudicator has no authority to annul the deeds or to rule on respondents' alleged preemptive rights.

In their Answer with Counterclaim,[11] petitioners who are employees of SODACO questioned the jurisdiction of the Provincial Adjudicator, respondents' tenancy status, and the inclusion of the plantation in the Comprehensive Agrarian Reform Program under RA No. 6657. They claimed that they harvested, gathered, hauled, and husked coconuts from the lots in the plantation in the exercise of their rights as vendees and possessors thereof; and while respondents actually and voluntarily desisted from entering and harvesting fruits from the plantation after being informed of the sale, Alexis instigated them to disrupt their possession and ownership when a bitter feud erupted between him on one hand, and his mother and siblings on the other.

By Decision of September 29, 1997,[12] the Provincial Adjudicator decided in favor of respondents. He declared

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the conveyances in favor of petitioners to have no force and effect as the guardians of Almendras who, in the meantime died on August 3, 1995, could not have transferred to them (petitioners) ownership of the lots in the plantation which was, at the time of the sale, still titled in the name of the Republic of the Philippines.[13]

Asserting his authority to annul the sales in question, the Provincial Adjudicator held:

> With respect to the jurisdiction of the Board, respondents Dalwampo, et.al. contend that annulment of the deeds of sale is a matter outside the grasp of the quasi-judicial powers of the DAR. But this is not the point of controversy, because the said deeds of sale have still no force and effect as of the moment as stated earlier. x x x [U]nder what norm did the guardianship court give authority to Paul and Elizabeth Almendras-Alba to execute the conveyances in favor of Dalwampo, et. al.? The awards have not been registered with the [Register of Deeds]. And there is no showing that Bingil, et. al. transferred their unregistered awards to the Almendras coconut plantation. Then the Almendrases through court-approved guardianship executed the questioned deeds of sale in favor of respondents Dalwampo, et. al. But as of June 27, 1994, the subject properties are still within the titled property of the Republic of the Philippines. x x x
>
> There is no question about the jurisdiction of the DARAB to annul the deeds of sale. After all, there are no deeds of sale to annul.[14] (Underscoring supplied)

Rejecting petitioners' contention that the plantation is not within the coverage of RA No. 6657, the Provincial Adjudicator ruled:

> Before the passage of Republic Act No. 6657, the Board of Liquidators had primary and exclusive jurisdiction over the so called NAFCO lands. Nevertheless, after the enactment of RA 6657, all private and government lands regardless of the tenurial arrangement and commodity produced are covered by the act (Sec. 4, R.A. No. 6657) under the Comprehensive Agrarian Reform Program (CARP). But are NAFCO lands exempt from CARP coverage? Section 10 of the Act enumerates the exemptions and exclusions which do not include NAFCO lands. Enumeracio unios est exclusion alterios [sic] is the cardinal rule in statutory construction. The government does not exercise proprietary function over NAFCO lands for such lands are subject for liquidation and distribution through the Board of Liquidators to deserving beneficiaries and occupants. These NAFCO lands are now subject for distribution under RA No. 6657 where the land involved is suitable for agriculture by reason of the repealing clause, pertinent portion of which provides that all other laws, decrees, executive orders, rules and regulations, issuances or parts thereof inconsistent with the Act are repealed or amended (Sec. 76, R.A. No. 6657).[15] (Emphasis supplied; underscoring partly in the original and partly supplied)

The Provincial Adjudicator thus disposed:

> WHEREFORE, premises considered, a decision is hereby rendered ordering the Operations Division of the DAR to distribute the subject lands to qualified beneficiaries pursuant to the criteria under R.A. No. 6657, rules and regulations.
>
> Pending distribution, all the parties and their privies including their security guards and lapdogs shall observe status quo which means the maintenance and preservation of the existing relationship of the parties before the controversy had arisen.
>
> SO ORDERED.[16] (Emphasis supplied, underscoring in the original)

Petitioners appealed the decision of the Provincial Adjudicator to the Department of Agrarian Reform Adjudication Board (DARAB).[17] By Decision[18] dated June 7, 2000, the DARAB reversed that of the Provincial Adjudicator, it holding that the Provincial Adjudicator erred in ruling on the ownership of the plantation.[19]

The DARAB held too that the Provincial Adjudicator erred in assuming jurisdiction to rule on the validity of the deeds of sale:

> It should be pointed out that the [sales] were approved by the Guardianship Court, and so, the DARAB which is of equal rank as the Regional Trial Court (RTC) has no power to annul the order of the RTC. It has been held, which is equally applicable to the case at bar, that "a Court of First Instance has no power nor jurisdiction to annul judgment or decree of a coordinate court because that power is lodged exclusively in the Supreme Court (now Court of Appeals)." This is referred to as the doctrine of judicial stability.
>
> Moreover, the primary and exclusive, original and appellate jurisdiction of the DARAB on annulment or cancellation of deeds of sale is limited to "lands under the administration and disposition of the Department of Agrarian Reform or Land Bank of the Philippines." No doubt, the subject properties are under the administration and disposition of the Board of Liquidators.[20] (Underscoring supplied)

The DARAB furthermore held that the Provincial Adjudicator erred in directing the Operations Divisions of the DAR to distribute the lots to qualified beneficiaries, citing the last paragraph of Section 1 of Rule II of the DARAB New Rules of Procedure which states that "matters involving strictly the administrative implementation of the CARP and agrarian laws and regulations shall be the exclusive prerogative of and cognizable by the Secretary of the DAR." The DARAB explained,

> [D]istribution of landed properties under PD 27 and RA 6657 and other agrarian laws is an administrative prerogative of the DAR Secretary. This Board is of the considered view that land distribution of the subject properties, as prayed for by the complainants, is an administrative function that properly belongs to the Office of the DAR Secretary to be done only upon proper and due CARP coverage, otherwise there will be denial of due process.[21]

Finally, the DARAB found that respondents failed to prove their status as bona fide tenants/lessees of the plantation, no hard evidence of the existence of consent between the parties as an element of the tenancy relationship having been presented.[22]

At all events, the DARAB held that "[i]f at all, some of [herein respondents] maybe considered farmworkers which are not, however, entitled to the protection of the agricultural reform law, more so with hired laborers."

The DARAB thus disposed:

> WHEREFORE, premises considered, the appealed decision is hereby REVERSED and SET ASIDE and a new judgment is hereby rendered DISMISSING the instant complaint not only for lack of merit, but also for want of jurisdiction. Further ordering the complainants[-herein respondents] to vacate the premises in question and peacefully turn over the possession thereof to herein respondents Dalwampo, et. al.
>
> That the status quo issued hereunder is hereby lifted.
>
> All claims and counterclaim[s] are dismissed for insufficient evidence.[23] (Underscoring supplied)

Respondents filed a Motion for Reconsideration of the DARAB decision to which they attached copies of certifications and receipts acknowledging their delivery of landowners' shares of harvests and harvests sales.[24] The motion was denied by the DARAB by Resolution of December 11, 2000.

Respondents thereupon filed a Petition for Review[25] before the Court of Appeals.

By Decision[26] of March 28, 2003, the Court of Appeals reversed the DARAB decision and reinstated that of the Provincial Adjudicator. The Court of Appeals, citing Sections 4 and 7(B) of R.A. 6657 or the COMPREHENSIVE AGRARIAN REFORM LAW reading:

> Section 4. Scope. - The Comprehensive Agrarian Reform Law of 1988 shall cover, regardless of tenurial arrangement and commodity produced, all public and private agricultural lands, as provided in Proclamation No. 131 and Executive Order No. 229, including other lands of the public domain suitable for agriculture.
>
> More specifically the following lands are covered by the Comprehensive Agrarian Reform Program:
>
> (a) All alienable and disposable lands of the public domain devoted to or suitable for agriculture. No reclassification of forest or mineral lands to agricultural lands shall be undertaken after the approval of this Act x x x.
>
> (b) All lands of the public domain in excess of the specific limits as determined by Congress in the preceding paragraph;
>
> (c) All other lands owned by the Government devoted to or suitable for agriculture; and
>
> (d) all private lands devoted to or suitable for agricultural regardless of the agricultural products raised or that can be raised thereon.
>
> x x x x
>
> Section 7. Priorities x x x
>
> (b) Landholdings from the retention limit up to twenty-four (24) hectares, to begin on the sixth (6th) year from the effectivity of this Act and to be completed within four (4) years; to implement principally the right of farmers and regular farm workers who are landless, to own directly or collectively the lands they till.
>
> x x x x,

found that "the purposes for which the subject parcels were devoted and their aggregate area of 29.00 hectares effectively place the same under the coverage of the Comprehensive Agrarian Reform Law."

And the appellate court found herein respondents to be agricultural tenants.

Petitioners' Motion for Reconsideration[27] was denied by the appellate court by Resolution[28] of September 18, 2003.

Hence, the Petition[29] at bar, faulting in the main the appellate court.

> x x x x
>
> III. x x x IN HOLDING THAT THE RESPONDENTS ARE LEGITIMATE SHARE TENANTS OF THE ALMENDRAS COCONUT PLANTATION AND IN HOLDING THAT THE ESSENTIAL ELEMENTS OF AGRICULTURAL TENANCY ARE SUPPORTED BY THE EVIDENCE,

And contending that

> V. SOME PORTIONS OF THE ALMENDRAS COCONUT PLANTATION HAVE ALREADY BEEN RECLASSIFIED A BUILT-UP AREA AND ARE NO LONGER COVERED BY THE COMPREHENSIVE AGRARIAN REFORM LAW.[30]

The petition is impressed with merit.

In filing their complaint before the Provincial Adjudicator, respondents sought to enforce their rights of pre-emption and security of tenure based on their alleged status as tenants.[31] The resolution of the issue of whether they are tenants is thus crucial.

It is settled that the existence of a tenancy relationship cannot be presumed. There must be evidence to prove

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it.[32] Mere allegation is not evidence nor equivalent to proof.[33]

The appellate court found respondents to be agricultural tenants in this wise:

> Considered in the light of the foregoing premises, We find the DARAB's disavowal of jurisdiction over the instant suit incomprehensible and, at the very least, surprising. More so, the great of lengths it pursued to discount the existence of agricultural tenancy between the parties in view of the implicit admissions with which the following, token denial of said relationship in respondents Almendras' position paper is pregnant, viz:
> "IV FOURTH ISSUE
>
> The complainants are not tenants within the meaning of the land reform law. Originally, it was Gavino Baccay, Sr. who was appointed as overseer by Alejandro Almendras long before some of the complainants were born. The other complainants [were] completely unknown to the Almendras family and are not actually on the area. It was Gavino Baccay who hired and paid the wages of the sungateros/copraceros taken from the proceeds of the copra. This [sic] were, in effect his employees. Baccay thereafter remitted the remainder to Alejandro D. Almendras which lasted until the latter fell ill." (Underscoring in the original)

From petitioners" [- herein respondents'] privity with Gavino Baccay who, as overseer, was vested with presumed agency from Alejandro Almendras, petitioners' performance of farm work and the sharing of the proceeds from the harvest of the land, We find the essential elements of agricultural tenancy already evident under the circumstances.

Whatever doubts were engendered by the aforequoted conclusion may, on the other hand, be readily dispelled from the findings made by the Municipal Trial Court of Sta. Cruz, Davao del Sur in Civil Case Nos. 314 and 309 as well as the following stance respondents [herein petitioners] themselves adopted before branch 18 of the Regional Trial Court of Digos, Davao del Sur in Civil Case No. 3286 [appeal from the ejectment case], viz:

> In their appeal brief, the first question raised by defendants-appellants was with regards to JURISDICTION, contending, inter alia, that since plaintiff-appellee are tenants since 1952 on the land in question, the case should NOT be brought to the Municipal Court of Sta. Cruz, Davao del Sur. To support their contention, they cited the ruling in Baranda, et al. versus Padios, et al, 154 SCRA 720 and BP 129 and invoked Section 1 Rule 70 of the Rules of Court and the provisions of the Agricultural Tenancy Law.

Not least, finally, are the findings of the then Fourteenth Division of this Court in CA-G.R. SP No. 44144 to the effect, among other matters, that the controversy between the parties is basically an agrarian dispute.[34] (Emphasis and underscoring supplied; citations omitted)

As the immediately-quoted discussion of the appellate court shows, it dispelled any doubts on the tenancy status of respondents by considering 1) the findings of the MTC in the ejectment complaints that the herein respondents are tenants of the plantation; 2) the "stance" of the defendants in the ejectment case (Civil Case No. 309) in their appeal brief filed before Branch 18 of the RTC Digos in contending that since the therein plaintiffs-appellees were tenants since 1952 of the plantation, the MTC of Sta. Cruz had no jurisdiction over the case; and 3) "the findings of the then Fourteenth Division of [the appellate court] in CA-G.R. SP No. 44144 to the effect, among other matters, that the controversy between the parties [to the ejectment case] is basically an agrarian dispute."

While the findings of the MTC in the two ejectment cases that the therein plaintiffs, who are some of the herein respondents, were tenants were not disputed by the therein defendants, it bears noting that in Civil Case No. 309, the defendant was SODACO, while in Civil Case No. 314, the defendants were SODACO and/or its responsible officials. The Almendras heirs were never parties to these ejectment cases.

For a tenancy relationship to exist, the following essential elements must concur: 1) the parties are the landowner

and the tenant or agricultural lessee; 2) the subject matter of the relationship is an agricultural land; 3) there is consent between the parties to the relationship; 4) the purpose of the relationship is to bring about agricultural production; 5) there is personal cultivation on the part of the tenant or agricultural lessee; and 6) the harvest is shared between landowner and the tenant or agricultural lessee.[35]

As noted above, the Almendras heirs were not parties to the ejectment cases. They could not, therefore, have admitted that the therein plaintiffs were tenants of Almendras.

On the appellate court's reliance on the Fourteenth Division finding in CA-G.R. SP No. 44144 that the controversy between the parties is basically an agrarian dispute, the actual statements of said division of the appellate court reads:

> The present controversy is an agrarian dispute not any different from the case pending before the DAR because in both, the property involved is an agricultural land and respondents claim to be the tenants thereon.
>
> The RTC therefore erred when it treated this case as an ordinary ejectment suit and upheld the jurisdiction of the inferior court. It compounded its error when it sustained the annulment of the sale by the inferior court, contrary to the rule that in ejectment cases, inferior courts cannot adjudicate on ownership and regional trial courts cannot resolve the same on appeal because proceedings in such cases being summary in nature, they are inadequate for the full ventilation of issues involving title to controverted real property.
>
> Private respondents, on the other hand, maintain that agrarian cases which had been transferred from the jurisdiction of the CAR to the jurisdiction of the Regional Trial Courts by virtue of BP 129, amending Sec. 1, Rule 70 of the Rules of Court, were further transferred to the jurisdiction of Municipal Trial Courts under RA 7691. Quite paradoxically, [the therein plaintiffs] add that this case is not at all an agrarian dispute as defined under Sec. 3(d) of RA 6657 because the parties do not stand in the proximate relation of tenants and landowners. Private respondents therefore conclude that this is an ordinary case of forcible entry cognizable solely by inferior courts which, under paragraph 2, Sec. 33 of RA 7691, may adjudicate on issues of title whenever necessary for the resolution of issues on possession.[36] (Emphasis and underscoring supplied; citations omitted)

To this Court, the immediately-quoted statements of the Fourteenth Division of the appellate court did not find that the therein plaintiffs were tenants of Almendras.

Of the essential elements of a tenancy relationship, the records do not show that the first, third, and fourth elements had been proved by substantial evidence. No written tenancy contract or proof of acts implying a mutual agreement to enter into a tenancy contract between Almendras and respondents was proffered.

> The principal factor in determining whether a tenancy relationship exists is intent. Tenancy is not a purely factual relationship dependent on what the alleged tenant does upon the land. It also is a legal relationship. The intent of the parties, the understanding when the farmer is installed, and their written agreements, provided these are complied with and are not contrary to law, are even more important.[37] (Underscoring supplied)

Neither the fifth element - personal cultivation by the tenant or agricultural lessee which "includes all activities designed to promote the growth and care of the plants or trees and husbanding the earth, by general industry, so that it may bring forth more products or fruits"[38] " was proved.

Upon the other hand, petitioners have, by the affidavits of Antonio Quino,[39] a tenant of the plantation since 1956, Juana Aguhob,[40] a tenant of an adjacent property to the plantation, and Josefina Pancho,[41] who lives in her family farm which is adjacent to the plantation, belied respondents" claim of tenancy. Thus the affiants declared:

- Respondent Danilo Quiñones worked as a farm guard of the plantation until he severed his employment, and

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now works as a part-time mason and carpenter.[42]

- Respondent Gavino Bacay, Sr. worked as a manunungkit of coconuts and an overseer of the coconut plantation.[43]

- Respondents Gavino Bacay, Jr. and Rodrigo Bacay are engaged in the business of selling lumber.[44]

- Respondent Inocencio Acop works as a farmworker of another farm which is located 500 meters from the Almendras Coconut Plantation.[45]

- Respondent Lorenzo Insoy operates a small sari-sari store with his wife.[46]

- Respondent Antonia Alegado also operates a small sari-sari store.[47]

- Respondent Salvador Andaya is connected with the 37[th] Infantry Battalion of the Philippine Army.[48]

- Respondent Avelon Manan worked briefly as a farm guard.[49]

- Respondent Gabriel Villarmino works as a shoe repairman.[50]

- Respondent Benjamin Celis works as an employee of the lumber store of Gavino Bacay, Jr. and Rodrigo Bacay.[51]

- Respondent Florentino Rollo is an ambulant and itinerant worker holding no permanent job as of the time of the execution of the affidavit.[52]

While respondents argue that "[t]he alleged involvement of [some of them] in other business or enterprise [sic] is not sufficient to conclude that they primarily derived income from other business nor is it logical, fair, and factual that a conclusion be arrived at that all [herein respondents] are not tenants," they have presented no iota of positive evidence that anyone of them had been engaged in the actual cultivation of the coconut plantation.

Since respondents have not been proven to be tenants,[53] they have no preferential right in Section 11 of Republic Act 3844 (CODE OF AGRARIAN REFORMS OF THE PHILIPPINES) reading:

> In case the agricultural lessor decides to sell the landholding, the agricultural lessee shall have the preferential right to buy the same under reasonable terms and conditions.

Respondents not being tenants, the case is not an agrarian dispute, hence, beyond the DARAB's jurisdiction. It was, therefore, error for the Court of Appeals to reverse the DARAB finding that, among other things, respondents failed to prove their status as bona fide tenants/lessees of the plantation.

WHEREFORE, the petition is GRANTED. The assailed decision of the Court of Appeals is REVERSED and SET ASIDE. The complaint of respondents filed before the Provincial Adjudicator is DISMISSED.

SO ORDERED.

Quisumbing, (Chairperson), Carpio, Tinga, and Velasco, Jr. JJ., concur.

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* Also referred to as "Antonino" on p. 11 of rollo, "Antonia" on p. 45 of rollo, and "Antonina" on p. 8 of DARAB record, folder I.

[1] DARAB record, folder I, pp. 50-53-C.

[2] Rollo, pp. 83-86.

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[3] Id. at 87-88.

[4] Vide supra note 1 at 17-18.

[5] Supra note 1 at 15.

[6] Supra note 1 at 1-14.

[7] Apparently referring to Alejandro Almendras, Jr.

[8] Supra note 1 at 2-6.

[9] Id. at 57-64.

[10] Id. at 71-76.

[11] Id. at 89-97.

[12] Id. at 277-281.

[13] Id. at 278-279.

[14] Id. at 279-280.

[15] Id. at 280.

[16] Ibid.

[17] Id. at 379-380.

[18] DARAB records, folder II, pp. 16-30.

[19] Id. at 22-23.

[20] Id. at 21.

[21] Id. at 19.

[22] Id. at 16-19.

[23] Id. at 16-17.

[24] Id. unnumbered pages after p. 36.

[25] CA rollo, pp. 2-60.

[26] Penned by Court of Appeals Associate Justice Rebecca de Guia-Salvador, with the concurrence of Court of Appeals Associate Justices Marina Buzon and Lucas Bersamin, id. at 423-433.

[27] Id. at 437-448.

[28] Id. at 494-496.

[29] Supra note 2 at 11-42.

[30] Id. at 21.

[31] Vide supra note 1 at 1-14; 220-221.

[32] Vide VHJ Construction and Development Corporation v. Court of Appeals, G.R. No. 128534, August 13,

2004, 436 SCRA 392, 398; Valencia v. Court of Appeals, G.R. No. 122363, April 29, 2003, 401 SCRA 666, 690.

[33] Navarro v. Cerezo, A.M. No. P-05-1962, February 17, 2005, 451 SCRA 626, 629; Martinez v. National Labor Relations Commission, 339 Phil. 176, 183 (1997); Philippine National Bank v. Court of Appeals, 334 Phil. 120, 122 (1997).

[34] Supra note 25 at 430-432.

[35] Vide VHJ Construction and Development Corporation v. Court of Appeals, supra note 32 at 398-399; Pasong Bayabas Farmers Association, Inc. v. Court of Appeals, G.R. Nos. 142359 and 142980, May 25, 2004, 429 SCRA 109, 138; Valencia v. Court of Appeals, supra note 32 at 689.

[36] Supra note 25 at 328.

[37] Valencia v. Court of Appeals, supra note 32 at 690.

[38] Cuaño v. Court of Appeals, G.R. No. 107159, September 26, 1994, 237 SCRA 122, 135.

[39] Supra note 1 at 271.

[40] Id. at 273.

[41] Ibid.

[42] Supra note 1 at 271 and 273.

[43] Ibid.

[44] Ibid.

[45] Id. at 272 and 274.

[46] Ibid.

[47] Ibid.

[48] Id. at 274.

[49] Ibid.

[50] Ibid.

[51] Ibid.

[52] Ibid.

[53] Section 5 (a), Republic Act 1199 provides: "A tenant shall mean 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 or ascertainable in produce or in money or both, under the leasehold tenancy system." (emphasis supplied). Sections 4-5 of Republic Act 3844 (abolished share tenancy and converted all share tenancy relationships into agricultural leaseholds).

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