

MARIA LUISA VDA. DE DONATO, PETITIONER, VS. COURT OF APPEALS, CRESENCIANO PRADO AND ORLANDO DE LA GUISON, RESPONDENTS.

G.R. No. 61094. September 18, 1987

Ponente: PARAS, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-61094/>

PARAS, J.:

By this petition, Ma. Luisa Vda. de Donato seeks review of the Decision of respondent Court of Appeals[1] promulgated on May 25, 1982 in CA-G.R. No. 13732-CAR, entitled "Cresenciano Prado and Orlando de la Guison versus Maria Luisa Vda. de Donato", which found the existence of a tenancy relationship between the parties and ordered petitioner as follows:

"WHEREFORE, judgment is hereby rendered ordering appellant Ma. Luisa Vda. de Donato to maintain the appellees Cresenciano Prado and Orlando de la Guison in the riceland portion of Hda. Mercedes consisting of 3.70 hectares as indicated in its parcellary plan. No pronouncement as to costs."

The case originated in the defunct Court of Agrarian Relations at Bacolod City where Cresenciano Prado and Orlando de la Guison filed a complaint against Maria Luisa vda. de Donato. They alleged that they are leasehold tenants of Maria Luisa vda. de Donato, owner of Hda. Mercedes, situated at Barangay Ma-ao, Bago City; that sometime in 1979 and without any justifiable cause, the said owner tried to disposses them of their respective landholdings, thus they were compelled to file this case to maintain the status quo with damages.

Petitioner Maria Luisa vda. de Donato claims and by her evidence tries to prove that Cresenciano Prado and Orlando de la Guison have never been her leasehold tenants. But both the Agrarian Court and respondent Court of Appeals found the existence of a tenancy relationship between the parties - (a) that Orlando de la Guison has been a tenant of Maria Luisa vda. de Donato since 1971 in a portion of her hacienda planted with palay and since then he has been religiously paying his lease rentals and (b) that Cresenciano Prado has been a tenant of Maria Luisa vda. de Donato since 1963 but it was only in 1972 that he became a leasehold tenant. He has been religiously paying his yearly rental of fifty (50) cavans.

The sole issue presented in this petition is one of fact - whether or not respondents are tenants of petitioner.

This Court has consistently held that the findings of facts of the Court of Agrarian Relations will not be disturbed on appeal where there is substantial evidence to support them and all that this Court is called upon to do insofar as the evidence is concerned, in agrarian cases, is to find out if the conclusion of the lower court is supported by "substantial evidence." *Bagsican vs. Court of Appeals*, 141 SCRA 226). Substantial evidence in support of the findings of the Court of Agrarian Relations does not necessarily import preponderant evidence as is required in ordinary civil cases. Substantial evidence has been defined to be such relevant evidence as a reasonable mind might accept as adequate to support a conclusion, and its absence is not shown by stressing that there is contrary evidence on record, direct or circumstantial, for the appellate court cannot substitute its own judgment or criterion for that of the trial court in determining wherein lies the weight of evidence or what evidence is entitled to belief.

(Picardal vs. Lladas, 21 SCRA 1483)

Even a cursory reading of the decision appealed from would reveal that the lower court arrived at its finding after weighing the evidence of both parties and it gave its reasons for its conclusion together with the supporting facts. The relevant portion of the decision reads thus -

"After going thoroughly over the evidence adduced by the party litigants herein, this Court finds, and so holds, that plaintiffs Cresenciano Prado and Orlando de la Guison are agricultural tenants of the defendant. Hence, they are entitled to the security of tenure as provided for under Section 7, R.A. 3844.

"As revealed by the evidence, plaintiffs are residing at Hda. Mercedes, owned by the defendant herein, situated at Barrio Ma-ao, Bago City. They are cultivating a palay landholding in the said hacienda and religiously paying rentals to the landholder, Ma. Luisa Vda. de Donato.

"Plaintiff Orlando de la Guison is a tenant of Ma. Luisa Vda. de Donato since 1971 in the palay portion of the latter's hacienda. Thus, in the affidavit of Zacarias Maypa dated October 30, 1979 (Exh. 'F') the affiant declares that the aforementioned plaintiff is a tenant since 1971 and that he religiously paid his lease rental to the landholder, Ma. Luisa Vda. de Donato. This declaration is corroborated by another witness for the plaintiff, Jose Arandilla, in his affidavit dated October 30, 1979 (Exhibit 'G').

"Plaintiff Cresenciano Prado is a tenant of the defendant herein since 1963 but it is only in 1972 that he became a leasehold tenant with a yearly rental of fifty (50) cavans. The landholding of plaintiff Prado was formerly 1.56 hectare but later on it was increased to 6.16 hectares. The increase of area of cultivation of plaintiff Prado was certified by no other than Carlito Mamon, team leader 1 of the Ministry of Agrarian Reform at Bago City, when he issued a certification to the effect that plaintiff is a tenant-tiller of Maria Luisa Vda. de Donato cultivating an area of 6.16 hectares, situated at Hda. Mercedes, Bago City (Exhibit 'K'). Moreover, an affidavit of Manuel Cayagas dated August 2, 1978 (Exhibit 'C') can not escape our attention. In the aforementioned declaration, Cayagas declared that he has inspected the landholding of plaintiff Prado because the latter is going to secure loan (Exhibit 'B') from the Rural Bank of Murcia amounting to P2,400.00 to be spent in the expenses for his farm cultivation. Such aforementioned amount was actually secured by Prado from the said Rural Bank.

"Faced by the preponderance of evidence above-mentioned we conclude nothing except that plaintiffs herein are agricultural tenants of the defendants herein.

"As defined by law a "tenant is 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 the landholder a price certain or ascertainable in produce or in money, or both, under the leasehold tenancy system. Likewise, as ruled by the Honorable Court of Appeals in the case of Pedro Montero vs. Necitas Rama, et al, CA-G.R. No. SP-07204, March 28, 1978, the essential requisites of tenancy relationship which are the following to wit:

- '(1) the parties are landholder and tenant;
- '(2) the subject in litigation is an agricultural land;
- '(3) there is consent;
- '(4) the purpose is agricultural production;
- '(5) consideration;

have been concurrently satisfied by the plaintiff herein which convince this court that they are working in the land

of the defendant in the concept of tenants.

"Although it does not show in evidence that express consent of the landholder, Ma. Luisa Vda. de Donato, has been solicited by the plaintiffs herein, however, this fact may not disrupt or prejudice the theory of the plaintiffs that they are tenants. As provided by law consent may be given orally or in writing, express or implied.

"By allowing the plaintiffs to cultivate the landholding in question and in receiving the owner's share of the produce defendant impliedly recognized the plaintiffs as tenants and there arose between them implied contract of tenancy. In the case of *de la Cruz vs. Castro* (CA-G.R. No. 47039-K, January 5, 1972) the Court of Appeals has held that by allowing a person to cultivate the land and accepting share or rental from him is an eloquent example of implied consent.

"On the other hand, the contention of defendant that plaintiffs herein are not her tenants is pointless, flimsy and baseless. The theory of the defendant that Hda. Mercedes is a sugar land and hence plaintiffs herein worked thereat as cane laborers is belied by the fact that there are portions of the said hacienda that are planted to palay especially the lowland portion where the Bago irrigation system can reach. If indeed plaintiffs are her sugar cane laborers why is it that plaintiffs have a farmholding in the said hacienda and are giving share of their produce to the landowner thereof. This aforementioned fact can not alienate nor distort the attention of this Court that plaintiffs herein are agricultural tenants of defendant Ma. Luisa Vda. de Donato in her land situated at Hda. Mercedes, Barangay Ma-ao, Bago City."

It cannot be said therefore that the finding of the Court of Agrarian Relations that Cresenciano Prado and Orlando de la Guison are leasehold tenants of petitioner Maria Luisa Vda. de Donato over the riceland portion of her hacienda Mercedes which finding was affirmed by respondent Court of Appeals in its now assailed decision, is not supported by substantial evidence.

IN VIEW OF THE FOREGOING, the decision appealed from is hereby **AFFIRMED**, with the modification that private respondents are considered leasehold tenants of petitioner. Costs against petitioner.

SO ORDERED.

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

[1] Penned by Justice Juan A. Sison and concurred in by Justices Ramon G. Gaviola, Jr. and Serafin R. Cuevas.

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.