

CLARITA V. TANKIANG SANCHEZ, BEATRIZ V. TANKIANG, ANTONIO V. TANKIANG, FRANCISCO V. TANKIANG, SYLVIA TANKIANG MANALO, ROSALINDA V. TANKIANG, EDILBERTO V. TANKIANG, VICENTE V. TA...

G.R. No. 62275. June 22, 1984

Ponente: RELOVA, J.

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RELOVA, J.:

Petitioners are the owners of a fishpond, 4.5 hectares in area and situated at Poblacion II, Marilao, Bulacan. In 1968, the fishpond was given out in a civil law lease to Alfredo Villarica.

Private respondent Pedro Cristobal was in the employ of Villarica since 1968 and, upon the termination of the lease on August 30, 1980, Cristobal refused to surrender his alleged tenant status contend-ing that despite the expiration of the civil lease contract of lessee Alfredo Villarica on the fishpond in question he is entitled to the continuous possession thereof as "bantay-kasama."

On the other hand, petitioners submit that upon completion of the lease, private respondent should vacate the landholding so that they could employ another who is known to them.

Cristobal instituted an action before the then Court of Agrarian Relations against herein petitioners for security of tenure. On April 1, 1982, said court rendered judgment -

"(1) declaring plaintiff to a tenant (Bantay-Kasama) on the fishpond in question with an area of 4.5 hectares, more or less, located at Poblacion II, Marilao, Bulacan; and

"(2) ordering defendants to maintain plaintiff in the peaceful possession and cultivation of the said fishpond, with all the rights accorded and obligations imposed upon him by law.

"All other claims of the parties are denied for lack of merit." (p. 55, Rollo)

Petitioners brought the matter before the then Court of Appeals which affirmed the decision of the court a quo, saying that -

"x x x the lower court was not unjustified in its finding as to the status of plaintiff-appellee, which relationship once established, conferred upon plaintiff-appellee the right to continue working on the landholding until said relation is extinguished, and entitling him security of tenure as well as ensuring him from ejectment unless authorized by court for causes provided by law (Sec. 7, RA 3844).

"Defendants-appellants harp and cling to one argument, to wit, that plaintiff-appellee was assisted, not by his immediate household, but by outsiders. However, the records are to the effect that plaintiff-appellee has only 2 issues, a daughter and son; that the children can now no longer help plaintiff-appellee because they are pursuing their schooling, but that when they were younger, 12 and 7 years, respectively, and until they had to study elsewhere, they indeed were helping their father in attending to the fishpond. Also, the laborers hired by

plaintiff-appellee were not full-time workers, but rather were occasionally engaged when immediate and more extensive repair work had to be done, as just after a typhoon. Then too, one Carlos Fernando, did carpentry work which is not entirely related to work in a fishpond." (p. 39, Rollo)

Basis of its holding was the testimony of the lessee Alfredo Villarica, as follows:

"Q And you will admit that from that time 1968 up to the present, Pedro Cristobal remained as 'bantay-palaisdaan' of this fishpond in question?

A Yes, sir.

Q As 'bantay-palaisdaan' he was staying and actually residing on a portion of this fishpond in question from 1968 up to the present?

A Yes, sir.

Q Together with his family?

A Yes, sir.

Q Now, as fishpond guard or 'bantay--palaisdaan', it was Pedro Cristobal who bought the fingerlings which were being spread out on the fishpond in question?

A Yes, sir.

Q Personally?

A Yes, sir.

Q From whom and from where did you buy those fingerlings you were claiming?

A From Benjamin Gonzales of Malabon, sir.

Q Pedro Cristobal was with you during the time when you were buying the fingerlings in Malabon?

A Sometime, sir.

Q After buying these fingerlings, you will deliver it to Pedro Cristobal?

A Yes, sir, to be placed in the fishpond.

Q It was Pedro Cristobal who was attending to the placing of those fingerlings in the fishpond?

A Yes, sir.

Q As a matter of fact, it was Pedro Cristobal who allows water to come in and get out from the fishpond?

A Yes, sir.

Q It was also Pedro Cristobal who placed fertilizers on this fish-pond as well as algae?

A The placing of fertilizers and algae was being done by paid laborers, sir.

Q Why do you know that?

A Because I was the one paying them, sir.

Q So it was Pedro Cristobal who was getting from you the wages of those persons?

A Yes, sir.

Q It was Pedro Cristobal who pay those hired laborers as you mentioned?

A Yes, sir. (tsn., hearing of September 9, 1981, pp. 34-38)

x x x x x x x x

Q Mr. Villarica, last time Mr. Cristobal on rebuttal evidence testified that it is not true that the works on the fishpond were being done by paid laborers, the truth is that they only hired paid laborers during the time that there was a flood, the dikes were destroyed which needs to be repaired immediately and that he himself performed the minor works. What can you say about that?

A It is not true, sir.

Q What is the truth?

A The truth, sir, is that in every phases of work, like for example, the putting of algae and harvesting of milkfish, he cannot tackle all the whole work that is why he hired laborers. (tsn., hearing of November 25, 1981, pp. 3-4, Italics supplied)

And the relationship between Villarica as civil law lessee and plaintiff-appellee was such that the latter was not paid any monthly salary but was remunerated in the form of a share in the harvest. Villarica, defendants-appellants' own witness, thus stated -

"Q After deducting all the expenses which you have incurred, you will admit that the net harvest will be divided 50-50 between you and Pedro Cristobal?

A No, sir.

Q What sharing do you observe with Pedro Cristobal?

A P800.00 goes to him and P1,200.00 goes to me, sir.

Q You were not in Pedro Cristobal a monthly salary or monthly allow-ance, is that correct?

A Yes, sir.

Q His only remuneration for working as 'bantay-palaisdaan' was his share from the harvest?

A Yes, sir. (tsn., hearing of September 9, 1981, pp. 3-4)

x x x x x x x x

Q Mr. Cristobal also testified that it is not true that your sharing arrangement was 70-30, the truth is that the sharing was on 50-50 basis, after deducting the expenses, what can you say about that?

A With respect to other fishpond, the sharing will be 1/3 went to the fishpond owner, 1/3 to the capitalist and 1/3 to the tenant, sir. Since our relationship is harmonious, he is my compadre, so I did not adopt that arrangement.

Q What was the sharing arrangement?

A Sometimes when the profit is good, I gave him 80 or 70, your Honor.

Q What 80 or 70?

A If the profit is P200.00, P120.00 goes to me and P80.00 to him (referring to Cristobal) Your Honor.

Q So it is more or less, 60-40 sharing arrangement?

A Yes, Your Honor. (tsn., hearing of November 24, 1981, pp. 5-7; *Italics supplied*).” (pp. 35-38, Rollo)

It is settled that a fishpond is an agricultural land. In *Gabriel vs. Pangilinan*, 58 SCRA 590, 597, this Court ruled that land in which fish is produced is classified as agricultural land and the mere fact that a person works in 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 are complied with, namely:

- “1. That the land worked by the tenant is an agricultural land;
- “2. That the land is susceptible of cultivation by a single person together with members of his immediate farm household;
- “3. 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;
- “4. That the land belongs to another; and
- “5. That the use of the land by the tenant is for a consideration of a fixed amount in money or in produce or in both.” (Section 4, Republic Act No. 1199, as amended by Republic Act No. 2263.)

Were the foregoing requisites present in this case?

The fishpond in question, being an agricultural land, is covered by the provisions of Republic Act No. 1199, the Agricultural Tenancy Act of the Philippines. Section 35 of Republic Act No. 3844, otherwise known as the Agricultural Land Reform Code, states that “notwithstanding the provisions of the preceding sections, in case of fishponds, saltbeds, and land principally planted to citrus, coconuts, cacao, coffee, durian and other similar permanent trees at the time of the approval of the Code, the consideration, as well as the tenancy system prevailing, must be governed by the provisions of Republic Act numbered eleven hundred and ninety-nine, as amended.”

There is no question that in the case at bar the fishpond was hired from the owner by virtue of a civil law lease with a definite period. Thus, between the owner-lessor and the civil law lessee, there is no question that their relationship - their rights and obligations by virtue of that relationship - are governed by the Civil Code and not by the Agricultural Tenancy Act. Whatever the civil law lessee does in the exercise of his rights and in the performance of his obligations must be governed by the provisions of the Civil Code and the conditions set forth in the lease agreement between the parties. When the lessee hires laborer/s in order to pursue his rights under the lease contract, the terms thereof and the rights of the worker/s hired must be subordinate to and must proceed from the existing civil law lease. And, when that civil law lease expires, as it does in the case at bar, the rights and obligations of the worker/s hired by the civil law lessee cannot rise higher than that of the lessee from whom the worker/s draw their rights. Otherwise stated, the worker/s cannot have a better right than the one who hired them and the right to work in the fishpond must also cease upon the termination of the lease on August 30, 1980.

The owner of an agricultural land has the options to choose the mode of operating his property, to wit: (1) he work on it himself; (2) he may secure the services of an agricultural tenant; or (3) he may enter into a lease contract with another under the provisions of the Civil Code. In the case at bar, the owners, herein petitioners, opted for a civil law lease in which case as far as they are concerned, they deal with the lessee who has a definite tenure because their contract was on a fixed term. When the lessee's right ceases because the terms has expired, all other rights created by the exercise of that right must also cease.

We are, therefore, constrained to agree with herein petitioners that their relationship with Alfredo Villarica being one covered by a civil law lease and that herein private respondent Pedro Cristobal being only a hired laborer of

the lessee, the case is not covered by a lease-hold tenancy under Republic Act No. 1199.

IN VIEW OF THE FOREGOING, the petition is GRANTED and the decision of the then Court of Appeals dated September 28, 1982, is hereby SET ASIDE. As a consequence, private respondent Pedro Cristobal is ordered to vacate the property subject of litigation. SO ORDERED.

Teehankee, (Chairman), Melencio-Herrera, Plana, Gutierrez, Jr., and De la Fuente, JJ., concur.

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