

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT
FIRST DIVISION**

**ROSARIO A. GAA,
*Petitioner,***

-versus-

**G.R. No. L-44169
December 3, 1985**

**THE HONORABLE COURT OF
APPEALS, EUROPHIL INDUSTRIES
CORPORATION, and CESAR R. ROXAS,
Deputy Sheriff of Manila,
*Respondents.***

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D E C I S I O N

PATAJO, J.:

This is a Petition for Review on *Certiorari* of the Decision of the Court of Appeals promulgated on March 30, 1976, affirming the decision of the Court of First Instance of Manila.

It appears that respondent Europhil Industries Corporation was formerly one of the tenants in Trinity Building at T.M. Kalaw Street, Manila, while petitioner Rosario A. Gaa was then the building administrator. On December 12, 1973, Europhil Industries commenced an action (Civil Case No. 92744) in the Court of First Instance of Manila for damages against petitioner "for having

perpetrated certain acts that Europhil Industries considered a trespass upon its rights, namely, cutting of its electricity, and removing its name from the building directory and gate passes of its officials and employees” (p. 87, Rollo). On June 28, 1974, said court rendered judgment in favor of respondent Europhil Industries, ordering petitioner to pay the former the sum of P10,000.00 as actual damages, P5,000.00 as moral damages, P5,000.00 as exemplary damages and to pay the costs.

The said decision having become final and executory, a writ of garnishment was issued pursuant to which Deputy Sheriff Cesar A. Roxas on August 1, 1975 served a Notice of Garnishment upon El Grande Hotel, where petitioner was then employed, garnishing her “salary, commission and/or remuneration.” Petitioner then filed with the Court of First Instance of Manila a motion to lift said garnishment on the ground that her “salaries, commission and or remuneration” are exempted from execution under Article 1708 of the New Civil Code. Said motion was denied by the lower Court in an order dated November 7, 1975. A motion for reconsideration of said order was likewise denied, and on January 26, 1976 petitioner filed with the Court of Appeals a petition for certiorari against said order of November 7, 1975.

On March 30, 1976, the Court of Appeals dismissed the petition for certiorari. In dismissing the petition, the Court of Appeals held that petitioner is not a mere laborer as contemplated under Article 1708 as the term laborer does not apply to one who holds a managerial or supervisory position like that of petitioner, but only to those “laborers occupying the lower strata.” It also held that the term “wages” means the pay given “as hire or reward to artisans, mechanics, domestics or menial servants, and laborers employed in manufactories, agriculture, mines, and other manual occupation and usually employed to distinguish the sums paid to persons hired to perform manual labor, skilled or unskilled, paid at stated times, and measured by the day, week, month, or season,” citing 67 C.J. 285, which is the ordinary acceptance of the said term, and that “wage” in Spanish is “jornal” and one who receives a wage is a “jornalero.”

In the present petition for review on certiorari of the aforesaid decision of the Court of Appeals, petitioner questions the correctness

of the interpretation of the then Court of Appeals of Article 1708 of the New Civil Code which reads as follows:

“ART. 1708. The laborer’s wage shall not be subject to execution or attachment, except for debts incurred for food, shelter, clothing and medical attendance.”

It is beyond dispute that petitioner is not an ordinary or rank and file laborer but “a responsibly place employee,” of El Grande Hotel, “responsible for planning, directing, controlling, and coordinating the activities of all housekeeping personnel” (p. 95, Rollo) so as to ensure the cleanliness, maintenance and orderliness of all guest rooms, function rooms, public areas, and the surroundings of the hotel. Considering the importance of petitioner’s function in El Grande Hotel, it is undeniable that petitioner is occupying a position equivalent to that of a managerial or supervisory position.

In its broadest sense, the word “laborer” includes everyone who performs any kind of mental or physical labor, but as commonly and customarily used and understood, it only applies to one engaged in some form of manual or physical labor. That is the sense in which the courts generally apply the term as applied in exemption acts, since persons of that class usually look to the reward of a day’s labor for immediate or present support and so are more in need of the exemption than are other. (22 Am. Jur. 22 citing *Briscoe vs. Montgomery*, 93 Ga 602, 20 SE 40; *Miller vs. Dugas*, 77 Ga 4 Am St Rep 192; *State ex rel I.X.L. Grocery vs. Land*, 108 La 512, 32 So 433; *Wildner vs. Ferguson*, 42 Minn 112, 43 NW 793; 6 LRA 338; Anno 102 Am St Rep. 84.

In *Oliver vs. Macon Hardware Co.*, 98 Ga 249, 25 SE 403, it was held that in determining whether a particular laborer or employee is really a “laborer,” the character of the work he does must be taken into consideration. He must be classified not according to the arbitrary designation given to his calling, but with reference to the character of the service required of him by his employer.

In *Wildner vs. Ferguson*, 42 Minn 112, 43 NW 793, the Court also held that all men who earn compensation by labor or work of any kind, whether of the head or hands, including judges, lawyers,

bankers, merchants, officers of corporations, and the like, are in some sense “laboring men.” But they are not “laboring men” in the popular sense of the term, when used to refer to a man’s employment, and that is the sense in which the court must presume, the legislature used the term. The Court further held in said case:

“There are many cases holding that contractors, consulting or assistant engineers, agents, superintendents, secretaries of corporations and livery stable keepers, do not come within the meaning of the term. (Powell vs. Eldred, 39 Mich. 554; Atkin vs. Wasson, 25 N.Y. 482; Short vs. Medberry, 29 Hun. 39; Dean vs. De Wolf, 16 Hun. 186; Krausen vs. Buckel, 17 Hun. 463; Ericson vs. Brown, 39 Barb. 390; Coffin vs. Reynolds, 37 N.Y. 640; Brusie vs. Griffith, 34 Cal. 306; Dave vs. Nunan, 62 Cal. 400).”

Thus, in Jones vs. Avery, 50 Mich, 326, 15 N.W. Rep. 494, it was held that a traveling salesman, selling by sample, did not come within the meaning of a constitutional provision making stockholders of a corporation liable for “labor debts” of the corporation.

In Kline vs. Russel, 113 Ga. 1085, 39 SE 477, citing Oliver vs. Macon Hardware Co., supra, it was held that a laborer, within the statute exempting from garnishment the wages of a “laborer,” is one whose work depends on mere physical power to perform ordinary manual labor, and not one engaged in services consisting mainly of work requiring mental skill or business capacity, and involving the exercise of intellectual faculties.

So, also in Wakefield vs. Fargo, 90 N.Y. 213, the Court, in construing an act making stockholders in a corporation liable for debts due “laborers, servants and apprentices” for services performed for the corporation, held that a “laborer” is one who performs menial or manual services and usually looks to the reward of a day’s labor or services for immediate or present support. And in Weymouth vs. Sanborn, 43 N.H. 173, 80 Am. Dec. 144, it was held that “laborer” is a term ordinarily employed to denote one who subsists by physical toil in contradistinction to those who subsists by professional skill. And in Consolidated Tank Line Co. vs. Hunt, 83 Iowa, 6, 32 Am. St. Rep. 285, 43 N.W. 1057, 12 L.R.A. 476, it was stated that “laborers” are those persons who earn a livelihood by their own manual labor.

Article 1708 used the word “wages” and not “salary” in relation to “laborer” when it declared what are to be exempted from attachment and execution. The term “wages” as distinguished from “salary”, applies to the compensation for manual labor, skilled or unskilled, paid at stated times, and measured by the day, week, month, or season, while “salary” denotes a higher degree of employment, or a superior grade of services, and implies a position of office: by contrast, the term “wages” indicates considerable pay for a lower and less responsible character of employment, while “salary” is suggestive of a larger and more important service (35 Am. Jur. 496).

The distinction between wages and salary was adverted to in *Bell vs. Indian Livestock Co.* (Tex. Sup.), 11 S.W. 344, wherein it was said: “‘Wages’ are the compensation given to a hired person for service, and the same is true of ‘salary’. The words seem to be synonymous, convertible terms, though we believe that use and general acceptance have given to the word ‘salary’ a significance somewhat different from the word ‘wages’ in this: that the former is understood to relate to position of office, to be the compensation given for official or other service, as distinguished from ‘wages’, the compensation for labor.” Annotation 102 Am. St. Rep. 81, 95.

We do not think that the legislature intended the exemption in Article 1708 of the New Civil Code to operate in favor of any but those who are laboring men or women in the sense that their work is manual. Persons belonging to this class usually look to the reward of a day’s labor for immediate or present support, and such persons are more in need of the exemption than any others. Petitioner Rosario A. Gaa is definitely not within that class.

We find, therefore, and so hold that the Trial Court did not err in denying in its order of November 7, 1975 the motion of petitioner to lift the notice of garnishment against her salaries, commission and other remuneration from El Grande Hotel since said salaries, commission and other remuneration due her from the El Grande Hotel do not constitute wages due a laborer which, under Article 1708 of the Civil Code, are not subject to execution or attachment.

IN VIEW OF THE FOREGOING, We find the present petition to be without merit and hereby **AFFIRM** the decision of the Court of Appeals, with costs against petitioner.

SO ORDERED.

Teehankee, J., (Chairman), Plana, Gutierrez, Jr. and De la Fuente, JJ., concur.

Melencio-Herrera and Relova, JJ., are on leave.

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