

THIRD DIVISION

[G.R. No. 248004. April 12, 2023]

ROSA A. CASTAÑETO, PETITIONER, VS. SPS. ERNESTO ADAME AND MERCEDES GANSANGAN,* RESPONDENTS.

D E C I S I O N

INTING, J.:

Before the Court is a Petition^[1] for Review on *Certiorari* under Rule 45 of the Rules of Court seeking to reverse and set aside the Decision^[2] dated November 29, 2018, and the Resolution^[3] dated May 29, 2019 of the Court of Appeals (CA) in CA-G.R. CV No. 99401. The CA set aside the Decision^[4] dated November 4, 2010 of Branch 49, Regional Trial Court (RTC), Urdaneta City, Pangasinan, and accordingly dismissed the *Complaint*^[5] for Recovery of Ownership, Possession, plus Damages in Civil Case No. 6591.

The Antecedents

Rosa A. Castañeto (petitioner) filed the above-cited Complaint before the RTC against Ernesto Adame and Mercedes Gansangan (respondents); Alfredo Tablada and Nena Castañeda Tablada (Spouses Tablada); and Solid Bank,^[6] Urdaneta, Pangasinan (Solid Bank). Petitioner alleged that she is the owner of a property with an area of 130 square meters (sq. m.) covered by Transfer Certificate of Title (TCT) No. 206899^[7] (subject property) and particularly described as follows:

(Lot 632-B-1-B-3, Psd-01-029358, being a portion of Lot 632-B-1-B (LRC) Psd-211250, LRC Rec. No. Cad. 31), situated in the Barangay Bayaoas, Municipality of Urdaneta, Province of Pangasinan, Island of Luzon. x x x containing an area of ONE HUNDRED THIRTY SQUARE METERS, more or less x x x.^[8] (Italics supplied.)

Petitioner also alleged that through the Deed of Absolute Sale^[9] dated September 16, 1995,

she purchased the subject property from Spouses Tablada. According to petitioner, respondents fraudulently secured a certificate of title which included the subject property. Thereafter, respondents obtained a loan from Solid Bank and mortgaged the same property as security for the loan. Despite several demands, respondents refused to reconvey the subject property. Petitioner prayed that she be declared as the absolute owner of the subject property and respondents be ordered to reconvey the lot to her.^[10]

Respondents filed an Answer with Counterclaim^[11] and asserted that they are buyers in good faith and were in actual possession of a 327-sq. m. lot covered by TCT No. 224655.^[12] The property consists of two consolidated lots, Lot No. 632-B-1-A-3 with an area of 197 sq. m. covered by TCT No. 216115, and Lot No. 632-B-1-B-3 with an area of 130 sq. m. covered by TCT No. 215191. Respondents countered that petitioner's title was wrongfully issued because it encroached on their property.

By way of counterclaim, respondents averred that petitioner is liable for the following amounts: moral damages of P200,000.00, actual damages of P50,000.00, exemplary damages of P20,000.00, and attorney's fees of P50,000.00.^[13]

Meanwhile, Spouses Tablada filed an Answer^[14] admitting that they sold the subject property to petitioner. They averred that they had no knowledge of respondents' title over the petitioner's property.

Solid Bank also filed an Answer with Counterclaim and Crossclaim^[15] stating that it verified the ownership and possession of respondents' mortgaged property and noted that the latter's certificate of title did not contain annotations or encumbrances. Solid Bank added that in the event that it would be held liable to petitioner, it should be reimbursed by respondents.

During the trial, Marcelo Layson, Jr. (Layson), Examiner I of the Register of Deeds of Lingayen, Pangasinan, testified for petitioner. He brought and presented the original copy of TCT No. 206899; the parties admitted the photocopy of TCT No. 206899 as a true and faithful reproduction of the original copy with the Register of Deeds.^[16]

On June 24, 2001, petitioner's counsel failed to appear despite notice, and thus, the RTC declared petitioner to have waived the right to present further evidence.

The evidence for the respondents is summarized, as follows:

Respondents purchased the subject 130 sq. m. lot from Primitivo Serain (Serain) on December 31, 1995 and they purchased another parcel of land with an area of 197 sq. m. adjacent to the property. The titles of the two lots were later on consolidated and TCT No. 224655 was issued in the name of respondents. Subsequently, respondents mortgaged their property to Solid Bank. Respondents also asserted that they have been in possession of the property since 1995. They have built concrete fences and a warehouse on the property.^[17]

Respondents offered the following documents as evidence: (1) photocopy of TCT No. 224655; (2) Tax Declaration No. 64576; (3) Official Receipt Nos. 6152514, 1690470 and 2757941; (4) TCT No. 215199; (5) TCT No. 216115; (6) Deed of Absolute Sale; (7) Receipt No. 197691; and (8) Release of Real Estate Mortgage.^[18]

Ruling of the RTC

After trial, the RTC rendered a Decision^[19] dated November 4, 2010, in favor of petitioner. The dispositive portion of the Decision states:

WHEREFORE, judgment is rendered by this Court as follows:

1. Declaring the Deed of Absolute Sale between Primitivo Serain and Ernesto Adame dated December 31, 1995, Exhibit "6" null and void;
2. Declaring the Plaintiff Rosa Casta[ñ]eto to be the true and lawful owner and entitled to possession of Lot No. 632-B-1-B-3 consisting of 130 square meters situated at Bayaoas, Urdaneta City;
3. Ordering the defendants to vacate said property and deliver peaceful possession thereof to the plaintiff; and
4. Ordering the Register of Deeds of Lingayen, Pangasinan to cancel Transfer Certificate of Title No. 224655 in the names of Ernesto Adame and Mercedes Gansangan dated September 29, 1997 (Exhibit "1") and to issue a new title in their names covering the one hundred ninety seven (197) square meters of Lot No. 632-B-1-A-3 adjoining Lot No. 632-B-1-B-3.

No costs.

SO ORDERED.^[20]

The RTC found that the parties' respective certificates of title originated from TCT No. 178414 covering Lot No. 632-B-1-B consisting of 520 sq. m.—one half thereof, the 260 sq. m. *northern* portion, belonged to Spouses Tablada; and the other half, the *southern* portion, also consisting of 260 sq. m., belonged to Serain.^[21]

The RTC further found that Spouses Tablada executed a Deed of Absolute Sale over 132 sq. m. to Dorotea Ventigan (Ventigan)^[22] but the *Affidavit of Confirmation of Subdivision* annotated as Entry No. 813714 on TCT No. 178414 stated that the sale to Ventigan pertains to Lot 632-B-1-B-3 with an area of 130 sq. m. On May 6, 1995, Serain executed an *Affidavit of Confirmation of Subdivision* over the remaining 130 sq. m. owned by Spouses Tablada which was annotated as Entry No. 814506 on TCT No. 178414. As a result, TCT No. 178414 was partially cancelled and TCT No. 204257 was issued in the name of Alfredo Tablada with respect to Lot No. 632-B-1-B-3 with an area of 130 sq. m.^[23]

The RTC ruled that Spouses Tablada had the right to dispose of their property, Lot No. 632-B-1-B-3, in favor of petitioner. When Serain sold one-half of his share in TCT No. 178414, the sale included Lot 632-B-1-B-3 which had earlier been sold and registered on September 25, 1995 in favor of petitioner. At the time of the second sale, Serain no longer had the right to dispose of the said property. The RTC ruled that the sale between Serain and respondents was void as it did not specify the portion actually sold, and the intention of the parties relative to the principal object cannot be ascertained. Finally, the RTC held that the second sale, being unspecific of the portion sold and the intention of the parties relative to the principal object cannot be ascertained, TCT No. 215199 cannot be consolidated with TCT No. 216115 covering the 197-sq. m. portion of Lot No. 632-B-1-A, and TCT No. 224655 must be cancelled and a new title must be issued covering the 197 sq. m. lot.^[24]

Respondents filed an appeal before the CA docketed as CA-G.R. CV No. 99401.

Ruling of the CA

On November 29, 2018, the CA rendered the assailed Decision,^[25] setting aside the Decision of the RTC and accordingly dismissing the complaint. The dispositive portion of the CA Decision states:

We SET ASIDE the Decision dated 4 November 2010, issued by the Regional Trial Court, Branch 49, Urdaneta City, Pangasinan. Instead, we DISMISS the complaint.

IT IS SO ORDERED.^[26] (Emphases omitted.)

In reversing the RTC ruling, the CA noted that petitioner neither identified nor proved that her 130 sq. m. lot was formerly a portion of the lot owned by Spouses Tablada and not the portion owned by Serain. The CA ruled that the identity of the land sought to be recovered may be established through the survey plan of the property. According to the CA, petitioner did not present any verification survey by which the boundaries of her property may be ascertained. Thus, the CA concluded that due to petitioner's failure to identify the land she is claiming, the complaint for recovery of ownership, possession and damages should be dismissed.

Petitioner's motion for reconsideration from the CA Decision was denied in a Resolution^[27] dated May 29, 2019.

Hence, petitioner filed the present petition. Respondents filed a Comment on the Petition^[28] while petitioner filed a Reply^[29] to respondents' Comment.

Petitioner's Arguments

Petitioner asserts that the CA erred in ruling that she failed to prove the identity of the property she is claiming. According to petitioner, the representative of the Register of Deeds of Pangasinan identified TCT No. 206899, which covers Lot No. 632-B-B-3, the land being claimed by petitioner, and respondents admitted the genuineness and authenticity of TCT No. 206899, which clearly identified her property.^[30]

Moreover, petitioner posits that the findings of fact made by a trial court are accorded the highest degree of respect by an appellate tribunal, and absent a clear disregard of the evidence before it that can otherwise affect the results of the case, those findings should not simply be ignored. Hence, she prays that the assailed Decision be reversed and set aside and that judgment be rendered affirming the Decision of the RTC.^[31]

The Issue

Whether the CA erred in setting aside the Decision of the RTC and concomitantly dismissing petitioner's complaint.

The Courts Ruling

The petition is meritorious.

Explicit under Rule 45 of the Rules of Court that jurisdiction is generally limited to the review of errors of law committed by the appellate court.^[32] As held in the case of *Sps. Pamplona vs. Sps. Cueto*:^[33]

Generally, the Court cannot delve into questions of fact on appeal because it is not a trier of facts. Yet, this rule has not been iron-clad and rigid in view of several jurisprudentially recognized instances wherein the Court has opted to settle factual disputes duly raised by the parties. These instances include situations: (a) where the inference made is manifestly mistaken, absurd or impossible; (b) when there is grave abuse of discretion; (c) when the finding is grounded entirely on speculations, surmises or conjectures; (d) when the judgment of the CA is based on misapprehension of facts; (e) when the findings of fact are conflicting; (f) when the CA, in making its findings, went beyond the issues of the case, and the same is contrary to the admissions of both appellant and appellee; (g) when the findings of the CA are contrary to those of the trial court; (h) when the findings of fact are conclusions without citation of specific evidence on which they are based; (i) when the CA manifestly overlooked certain relevant facts not disputed by the parties and which, if properly considered, would justify a different conclusion; and (j) when the findings of fact of the CA are premised on the absence of evidence but the premise is contradicted by the evidence on record.^[34]

Due to the contradictory findings and conclusions of the RTC and the CA, the Court deems it necessary to examine, review, and evaluate anew the evidence on record in order to settle the dispute between the parties.

Significantly, while the original complaint filed by petitioner was for recovery of ownership, possession and damages, the main issue boils down to the question of which of the two

existing titles over Lot No. 632-B-1-B-3 is valid and who has a better right over the subject property.

The Court is not unmindful of the principle of indefeasibility of a Torrens title. Under Section 48 of Presidential Decree (P.D.) No. 1529, it is provided that a certificate of title shall not be subject to a collateral attack. It cannot be altered, modified or cancelled except in a direct proceeding in accordance with law. It is also well settled that a certificate of title, once registered, cannot be impugned, altered or changed, modified, enlarged or diminished except in a direct proceeding permitted by law.^[35] The validity of the certificate of title can be threshed out only in direct proceeding filed for the purpose.^[36] A Torrens title cannot be attacked collaterally.^[37]

In filing the complaint to recover ownership and possession over the subject property, petitioner indirectly assails and seeks the cancellation of respondents' title over the same property. However, respondents filed an Answer with Counterclaim against petitioner questioning the validity of petitioner's title and likewise asserting ownership over the property.

In *Heirs of Cayetano Cascayan v. Sps. Gumallao*^[38] which cited the case of *Development Bank of the Philippines v. Court of Appeals*,^[39] the Court ruled on the validity of a certificate of title despite the fact that the nullity thereof was raised only as a counterclaim.^[40] The Court ruled therein that a counterclaim is considered a complaint, only this time, it is the original defendant who becomes the plaintiff.^[41]

In the case, both parties are asserting the validity of their respective titles, hence, the Court must determine which of the two titles must be upheld.

The general rule is that where two certificates of title are issued to different persons covering the same land in whole or in part, the earlier in date must prevail as between the original parties, and in case of successive registration where more than one certificate is issued over the land, the person holding under the prior certificate is entitled to the land as against the person who relies on the second certificate.^[42]

In the recent case of *Aquino v. Aguirre*,^[43] the Court elucidated that if two certificates of title purport to include the same land, whether wholly or partly, the better approach is to trace the original certificates from which the subject certificates of title were derived. To quote:

Citing our earlier ruling in *Mathay vs. Court of Appeals* we declared:

x x x where two transfer certificates of title have been issued on different dates, to two different persons, for the same parcel of land even if both are presumed to be holders in good faith, it does not necessarily follow that he who holds earlier title should prevail. On the assumption that there was regularity in the registration leading to the eventual issuance of subject transfer certificates of title, **the better approach is to trace the original certificates from which the certificates of title in dispute were derived. Should there be only one common original certificate of title, xxx, the transfer certificate issued on an earlier date along the line must prevail, absent any anomaly or irregularity tainting the process of registration.**^[44] (Emphases supplied.)

Here, petitioner and respondents are both holders of corresponding certificates of title over **Lot No. 632-B-1-B-3**. To determine which of the two titles over Lot No. 632-B-1-B-3 was validly issued, it is imperative that the source of both titles be traced. A judicious review of the records would show that both titles can be traced from TCT No. 178414.

Petitioner's title, TCT No. 206899 was derived from TCT No. 204257, Spouses Tablada's title; TCT No. 204257, was issued pursuant to the *Affidavit of Confirmation of Subdivision* (Affidavit) executed by Serain, et al., on May 6, 1995 annotated as Entry No. 814506 on TCT No. 178414. Pursuant to the said Affidavit, TCT No. 178414 was partially cancelled and TCT No. 204257 was issued to Alfredo Tablada with respect to Lot No. 632-B-1-B-3 with an area of 130 sq. m. Petitioner's title, TCT No. 206899 was derived from TCT No. 204257, hence, TCT No. 206899 correctly described the property as Lot No. 632-B-1-B-3, with the same metes and bounds as that described under TCT No. 204257. Notably, TCT No. 206899 was issued on September 25, 1995, before respondent's title. *Significantly, respondents did not present any evidence to show that there was anomaly, irregularity, mistake or fraud in the issuance of TCT No. 206899.*

On the other hand, respondent's title, TCT No. 224655, was derived from TCT Nos. 215191 and 216115. A cursory examination of **TCT No. 215191** clearly indicates that it pertains to Lot No. **623-B-1-B-3**, (not Lot 632-B-1-B-3) with an area of 130 sq. m., to wit:

A parcel of land (Lot No. 623-B-1-B-3), Psd-01-029358, being a portion of Lot 632-B-1-B (LRC) Psd-211250, L.R.C. REC. No. &&) situated in Brgy. Bayaoas,

Rurban Code No. 015546, Mun. of Urdaneta, Prov. of Pangasinan, Island of Luzon. x x x.^[45] (Italics and emphases supplied.)

Notably, when TCT No. 215191 was consolidated with TCT No. 216115, the consolidated title, TCT No. 224655, now surprisingly refers to Lot No. 632-B-1-B-3. However, there is nothing in the records to explain why the lot number in the consolidated title was changed from Lot No. 623-B-1-B-3 to Lot No. 632-B-1-B-3.

As mentioned earlier, it is a basic principle that a certificate of title cannot be altered, modified or cancelled except in a direct proceeding in accordance with law. While respondents' title, TCT No. 215191 itself was not altered, the subsequent issuance of the consolidated title, TCT No. 224655, changed the Lot No. from 623-B-1-B-3 to Lot No. 632-B-1-B-3, without any legal basis. To stress, TCT No. 224655 now pertains to "*Lot 1, Pcn-01-000165, being a portion of Lot 632-B-1-A-3 and Lot 632-B-1-B-3.*" Respondents' assertion that the reference to "*Lot 623*" was merely a typographical error was not substantiated or supported by any evidence. Moreover, the alleged clerical or typographical error in the lot number of TCT No. 215191 is too material to be ignored. In addition, the Court notes that the "LRC Record No." was not indicated in respondents' title, TCT No. 215191. The discrepancies in the two titles were not sufficiently explained by respondents and cast doubt as to the validity and regularity of the issuance of these titles.

Moreover, a reference to the Deed of Absolute Sale executed on December 31, 1995 by Serain, respondents' predecessor-in-interest, in favor of respondents, would show that the property subject of their transaction was *not* described with particularity. The pertinent portion of the deed of sale is quoted as follows:

"x x x One-Half (1/2) of a parcel of land more particularly described and bounded as follows:

'Only one-half (1/2) of a parcel of land (**Lot 632-B-1-B** of the subd. plan (LRC) Psd-211250, being a portion of Lot No. 632-B-1, described on plan (LRC) Psd 100471, LRC Cad. Rec. No. 31) situated in the Bo. Of Bayaoas, Urdaneto, Pangasinan, xxx xxx xxx formerly containing an area of FIVE HUNDRED TWENTY (520) SQUARE METERS.'

x x x of which portion of 130 square meters which is the subject of this sale, I am

the actual and absolute owner and my ownership is being evidenced by T.C.T. No. 178414 duly recorded in the Land Record of Pangasinan.”

The Deed of Absolute did not indicate that the portion sold to respondents was the portion pertaining to Serain which was on the southern portion of TCT No. 178414. *The deed itself failed to mention the metes and bounds of the land subject of the sale, as the description pertains to the entire property covered by TCT No. 178414.* It has been held that what defines a piece of land is not the size mentioned in the instrument but the boundaries thereof which enclose the land and indicate its exact limits.^[46] Here, the specific boundary of that portion of TCT No. 178414 subject of the sale was not delineated and described with particularity. More importantly, respondents failed to prove that this subject portion is Lot 632-B-1-B-3.

Moreover, at the time the Deed of Absolute Sale between Serain and respondents was executed, Serain had already signed an Affidavit of Confirmation of Subdivision on May 6, 1995 in favor of Spouses Tablada with respect to the 130 square meters. In other words, Serain had already confirmed and recognized Spouses Tablada’s portion of TCT No. 178414 which was the basis for the issuance of TCT No. 204257. Hence, the RTC was correct in ruling that Spouses Tablada had the right to sell this portion to petitioner as they are the rightful owners thereof. Significantly, when Spouses Tablada sold the subject property to petitioner, the title was already in their names. On the other hand, when Serain sold the property to respondents, he was not yet issued a certificate of title as to his specific one-half southern portion of TCT No. 178414. As a result, the title issued to respondents erroneously included the portion already sold and registered to petitioner.

The Court quotes with approval the pertinent portions of the RTC’s ruling:

“In this case, when Serain sold 1/2 of Lot No. 632-B-1-B to the Adame Spouses, the sale included Lot No. 632-B-1-B[-]3 which had earlier been sold and registered on September 25, 1995 in favor of Rosa. At the time of the second sale, Serain no longer had the right to dispose of said lot. It is an established principle that no one can give what one does not have - *nemo dat quad non habet*. Accordingly, one can sell only what one owns or is authorized to sell, and the buyer can acquire no more than what the seller can transfer legally.

XXX XXX XXXX

Corollary to this, the second sale, being unspecific of the portion actually sold and the intention of the parties relative to the principal object cannot be ascertained, is null and void. TCT No. 215199 sic-215191 (verify) also covering Lot No. 632-B-1-B-3 cannot be legally consolidated with the 197 square meter portion of Lot No. 632-B-1-A. There is therefore a necessity to cancel TCT No. 224655 and issued a new one covering the 197 square meter portion of Lot No. 632-B-1-A.”^[47]

In civil cases, the party having the burden of proof must establish his case by preponderance of evidence, which is evidence of greater weight, or more convincing than that which is offered in opposition to it.^[48] Preponderance of evidence is the weight, credit, and value of the aggregate evidence on either side and is usually considered to be synonymous with the term “greater weight of evidence” or “greater weight of credible evidence.”^[49]

On this score, the Court affirms the findings of the RTC which is supported by the evidence on record. Petitioner has proven by preponderance of evidence that her title to the subject property is superior to that of respondents. Stated differently, as between TCT No. 206899 which was validly and regularly issued and TCT No. 224655 with numerous and serious irregularities which cast doubt on its validity, the former should prevail.

Furthermore, the Court does not agree with the CA’s ruling that because petitioner failed to present the survey plan, her complaint should be dismissed. The fact that petitioner did not present any verification survey of her property, is not fatal to petitioner’s case as she has sufficiently established the identity of her property through the boundaries and technical description as stated in her title. Thus, the CA erred when it reversed and set aside the RTC ruling and accordingly ordered the dismissal of petitioner’s complaint.

In the case, petitioner’s title which describes the property, the location, area, and the boundaries thereof, is the most credible proof of the identity of her property and her ownership. In sum, because petitioner had proven that her title was regularly and validly issued, then she is entitled to the reliefs prayed for by her.

WHEREFORE, the petition is **GRANTED**. The Decision dated November 29, 2018 and the Resolution dated May 29, 2019 of the Court of Appeals in CA-G.R. CV No. 99401 are **REVERSED AND SET ASIDE**. Accordingly, the Decision dated November 4, 2010 of Branch 49, Regional Trial Court of Urdaneta City, Pangasinan, in Civil Case No. 6591 is

REINSTATED.

SO ORDERED.

Caguioa (Chairperson), Gaerlan, Dimaampao, and Singh, JJ., concur.

* Defendants below, Spouses Alfredo Tablada and Neda Castañeda, Solid Bank, Urdaneta City, Pangasinan are removed from the title considering that they are not made respondents in the present petition.

^[1] *Rollo*, pp. 10-18.

^[2] *Id.* at 21-31. Penned by Associate Justice Nina G. Antonio-Valenzuela and concurred in by Associate Justices Marlene B. Gonzales-Sison and Perpetua T. Atal-Paño.

^[3] *Id.* at 32-33.

^[4] *CA rollo*, pp. 83-89. Penned by Presiding Judge Efren B. Tienzo.

^[5] Records, pp. 2-6.

^[6] As acquired by Metropolitan Bank & Trust Co.

^[7] Records, pp. 8-8-A.

^[8] *Id.* at 8-A.

^[9] *Id.* at 7.

^[10] *Id.* at 3-4.

^[11] *Id.* at 10-13.

^[12] *Id.* at 14-14-A.

^[13] *Id.* at 12.

^[14] *Id.* at 17.

^[15] *Id.* at 38-42.

^[16] *Rollo*, p. 24.

^[17] Records, p. 85.

^[18] *Id.*

^[19] *Id.* at 83-89.

^[20] *Id.* at 88-89.

^[21] *Id.* at 87.

^[22] *Id.* at 266; See Entry No. 813713 on TCT No. 178414 - Deed of Absolute Sale, Entry No. 813714 - Affidavit of Confirmation of Subdivision.

^[23] *Id.* at 87-88.

^[24] *Id.*

^[25] *Rollo*, pp. 21-31.

^[26] *Id.* at 31.

^[27] *Id.* at 32-33.

^[28] *Id.* at 37-40.

^[29] *Id.* at 45-49.

^[30] *Id.* at 14-15.

^[31] *Id.* at 15-16.

^[32] **Gatan vs. Vinarao**, 820 Phil. 257, 265 (2017).

^[33] 826 Phil. 302 (2018).

^[34] *Id.* at 314, citing **Cosmos Bottling Corp. vs. Nagrama, Jr.**, 571 Phil. 281, 298-299 (2008).

^[35] **Sps. Paulino v. Court of Appeals**, 735 Phil. 448, 464-465 (2014).

^[36] *Id.* at 465.

^[37] *Id.*

^[38] 812 Phil. 108 (2017).

^[39] 387 Phil. 283 (2000).

^[40] *Id.* at 300.

^[41] *Id.*

^[42] See Property Registration Decree and Related Laws (Land Titles and Deeds), Agcaoili, 2018 ed., p. 376.

^[43] **G.R. No. 232060**, January 14, 2019.

^[44] *Id.*

^[45] Records, p. 8.

^[46] See **Cebu Winland Dev't. Corp. vs. Ong Siao Hua**, 606 Phil. 103 (2009).

^[47] CA rollo, pp. 87-88.

^[48] **MOF Company, Inc v. Shin Yang Brokerage Corporation**, 623 Phil. 424, 436 (2009), citing **Condes v. Court of Appeals**, 555 Phil. 311 (2007).

^[49] **Sps. Pamplona v. Sps. Cueto**, *supra* note 33 at 315, citing **Ogawa v. Menigishi**, 690 Phil. 359, 367 (2012).