

**HEIRS OF RESTITUTA QUILNET, NAMELY: ELENA Q. LAMBAYAN,
DIONISIO DIVINO, SPOUSE FLORA DIVINO, MARIA FE DIVINO,
JOINED BY HER SPOUSE TEOFILO LUMJOD, JOSE L. DIVINO,
ENGRACIA L. BA...**

Ponente: LAGURA-YAP, J.

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LAGURA-YAP, J.:

This is an appeal on the Decision[1] dated October 28, 2009 of the Regional Trial Court, Branch 39 of Dumaguete City, in Civil Case No. 12827, the dispositive portion of which reads:

“WHEREFORE, premises considered, judgment is hereby rendered dismissing the complaint of plaintiffs as well as the counter-claims of defendants. No pronouncement as to costs.

SO ORDERED.”

The antecedents are as follows:

Plaintiffs-appellants are the children and heirs of the late Restituta Quilnet, who died on January 16, 1980. On the other hand, defendants-appellees are the heirs of Inocenta Quilnet, who died in 1978. Pedro Luyas is the only surviving son of Inocenta Quilnet, while the other defendants-appellees are the heirs of the deceased Genaro Luyas, the other son of Inocenta Quilnet. The parties are related to one another as Restituta Quilnet is the niece of Inocenta Quilnet.

This case involves two (2) parcels of land owned by the late Inocenta Quilnet. Portions of both parcels are claimed by the plaintiffs-appellants to have been bought by their mother, Restituta Quilnet, from Inocenta Quilnet as evidenced by a Deed of Sale[2] dated October 24, 1968. The first portion has an area of seven hundred thirty-five (735) square meters and a part of Lot No. 1096, Pls-790 which has a total area of nine thousand one hundred eighty (9,180) square meters. The Deed of Sale described the first portion as follows:

“North: Gregoria Quilnet, 17.50 Meters; South: E. Damag & Domingo Paitim, 17.50 Meters; East: Urbano Asenia, 42 Meters; West: Enrique Quilnet, 42 Meters; Containing an area of 735 square meters more or less; Declared in the name of Inocenta Quilnet under Tax Declaration No. 789 (part) and assessed at PHP320 for taxation purposes. Monuments are visible by means of natural land marks. I acquitted (sic) this property by purchase long time ago when I was yet single. The vendee is the actual possessor thereof.”

The second portion has an area of one hundred eighty-two (182) square meters and a part of Lot No. 1098, Pls-790 which has a total area of seventeen thousand four hundred seventy-five (17,475) square meters. The Deed of Sale described the second portion as follows:

“North: Feeder Road, 14.00 Meters; South: Inocenta Quilnet, 12.00 Meters; East: Inocenta Quilnet, 14.00 Meters; West: Inocenta Quilnet, 14.00 Meters; Containing an area of 182 square meters, more or less; Declared in the name of Inocenta Quilnet under Tax Declaration No. 853 and assessed at PHP400 (part) for taxation purposes. Monuments are visible by means of natural land marks. I acquired this property by purchase during

that time. I was yet single. The vendee is the actual possessor thereof.”

The plaintiffs-appellants contend that after the execution of the Deed of Sale, they have been in actual, open, public, adverse and continuous physical possession of both portions. They have constructed a residential house and cultivated agricultural products on the land.

The plaintiffs-appellants allege that Inocenta Quilnet applied for the issuance of certificates of title to the two parcels of land, without their knowledge. Thereafter, the application was granted and two certificates of titles were issued in the name of Inocenta Quilnet. The certificates of titles included the portions of the two parcels which were already conveyed to Restituta Quilnet. For Lot No. 1096, Pls-790, Original Certificate of Title No. FV – 12375[3] was issued in the name of Inocenta Quilnet. For the other lot, Lot No. 1098, Pls-790, Original Certificate of Title No. FV – 19282[4] was issued also in the name of Inocenta Quilnet. Plaintiffs-appellants alleged that before Restituta knew of the existence of the certificates of title, Inocenta Quilnet died. Restituta Quilnet, on the other hand, died on January 16, 1980.

After Restituta died, plaintiffs-appellants demanded from the defendants-appellees for the reconveyance of the portions of Lot No. 1096, Pls-790 and Lot No. 1098, Pls-790. However, defendants-appellees refused to do so for no valid or justifiable reason. The latter instead demanded for the former to vacate the premises.

Plaintiffs-appellants aver that the application for the issuance of certificates of title by Inocenta Quilnet was perpetrated with fraud as she misrepresented herself to be the lawful owner for the parcels of land. At the time of the issuance of the titles, Inocenta Quilnet had already sold portions of her lot to Restituta Quilnet, who already had actual possession of the said portions. To protect their rights and interests over the portions of the land, plaintiffs-appellants filed a Complaint[5] for Quieting of Title, Reconveyance with Preliminary Mandatory Injunction, Damages, and a Prayer for Restraining Order against defendants-appellees.

During the trial, the plaintiffs-appellants presented three (3) witnesses, namely: plaintiff-appellant Engracia L. Baga, Ruth Edrial Pulao and Engr. Vinancio Cuba, II.

Witness Engracia Baga is the daughter of the late Restituta Quilnet. She testified that her mother bought portions of the two (2) parcels of land from Inocenta Quilnet as evidenced by the Deed of Sale dated October 24, 1968. After wards, Restituta and her children took possession of the land. They constructed houses in 1968; Restituta's house in one portion while her children constructed houses in the other portion. They also planted coconut and banana trees. However, Restituta was not able to secure titles over the portions of the lots in her name before she died.

After Restituta died, Engracia presented the Deed of Sale to defendants-appellees Pedro Luyas and Ma. Fe Malahay and requested for the segregation of the lots. The defendants-appellees rebuffed her and told her to vacate the land immediately. Defendants-appellees did not believe that the deed of sale was genuine and that Inocenta Quilnet would sell the land. Because of this, plaintiffs-appellants secured tax declarations of the properties and paid the corresponding real property taxes. However, the land was still declared under Inocenta Quilnet's name.

During cross-examination, witness Engracia said that she was not present when the Deed of Sale was executed. She knew that her mother purchased portions of the two (2) parcels of land only in 1969. She knew the lots were titled in the name of Inocenta Quilnet in 1969. She advised her mother to have the documents registered, but her mother told her that the lot they bought could not be separated because Inocenta had the land titled already. She had been residing in Zamboanga from 1962 to 1972, before she came back home permanently. Sometime in 2000, they paid the taxes, but the tax declaration was still in the name of Inocenta Quilnet. When they applied for an electrical connection for their house, they had to ask permission from Gerardo Luyas.

Ruth Edrial Pulao, the Municipal Assessor of Sta. Catalina, Negros Oriental, testified that the tax declaration

was originally issued in the name of Inocenta Quilnet, then cancelled and issued to Genaro Luyas, then back to Inocenta Quilnet.

Engr. Vinancio Cuba, II, a licensed Geodetic Engineer, testified that he conducted a relocation survey of the parcels of land on May 30, 2007, at the behest of the heirs of Restituta Quilnet. He claims that the first portion consisting of an area of 735 square meters is within Lot No. 1096, Pls-790-D; and the second portion consisting of an area of 182 square meters is within Lot No. 1098, Pls-790-D. He embodied his findings in his report and made a sketch plan showing the positions of the portions claimed by petitioners-appellants.

On the other hand, defendants-appellees contend that plaintiffs-appellants have no cause of action against them because the alleged Deed of Sale is null and void. They also assailed the due execution and the validity of the Deed of Sale. They claim that: a) The thumb mark of Inocenta Quilnet was forged; b) Inocenta Quilnet's consent was obtained through fraud, deceit and undue influence; c) There is no definite subject matter as shown in the description of the document; and, d) The document has no cause or consideration. Defendants-appellees also assert that plaintiffs-appellants are guilty of estoppel and laches for failure to assert their rights for a long period of time, specifically, thirty-two years from the execution of the document. Defendants-appellees aver that the action has already prescribed since actions for reconveyance prescribe in ten (10) years.

Defendants-appellees presented two (2) witnesses, namely: defendant-appellee Pedro Luyas and Gerardo Asonio.

Defendant-appellee Pedro Luyas testified that he is the present owner of the lots subject of this case through succession from his deceased parents. He claimed that the two lots were acquired by his mother before he was born. His mother was issued titles to the two lots, under OCT No. FV-12375 and OCT No. FV-19282, pursuant to Free Patent No. 439342 and Free Patent No. 437694, respectively.

His cousins Urbano Asonio and Enrique Quilnet used to live with them and helped in the cultivation of the land. When he grew up, defendant-appellee Pedro Luyas already learned how to plow the field. In 1955, he started planting corn and coconuts. Presently, he hires others to cultivate his land.

Pedro Luyas said that when Inocenta Quilnet was still alive, she paid for the taxes. After her death, it was his deceased brother Genaro who paid the taxes. At present, he pays for the taxes together with his deceased brother's heirs. He claims that plaintiffs-appellants did not contribute in the payment of taxes as they did not have anything to do with the properties.

He claims that in 1943, Inocenta Quilnet allowed the late Restituta Quilnet to live on the subject land since Restituta's family was residing near the highway and they feared for their lives as Japanese soldiers would pass by. Inocenta Quilnet also allowed Restituta to cultivate the former's lot so the latter could provide food for her children. Restituta Quilnet never asserted ownership over the land at the time when Inocenta Quilnet was still alive. It was only after the death of Genaro Quilnet sometime in 2000 that the plaintiffs-appellants filed a suit against defendants-appellees over portions of Inocenta's land.

Pedro Luyas contended that there are about six houses built in their lot, mostly by his other cousins. Plaintiff-appellant Engracia Baga also built her house therein, without asking for permission. She never paid rentals even when she continued to stay on the subject lot. When Engracia applied for an electrical connection to her house, she even had to ask defendant-appellee to sign the application as she is not the registered owner of the lot.

Witness Gerardo Asonio testified that his father is a nephew of Inocenta Quilnet and a cousin of Restituta Quilnet. He stated that he lived with Inocenta Quilnet for eighteen years. Further, he stated that the late Restituta Quilnet and her children were merely allowed by Inocenta Quilnet to reside in the subject lot. It was the children of the late Inocenta Quilnet who introduced improvements, harvested the fruits and enjoyed the proceeds of the land. During the lifetime of Restituta Quilnet, she never asserted ownership over the portions of the lots which she occupied with her children.

During trial, a complaint-in-intervention was filed by Perfecta Asonio, Veronico Asonio joined by his spouse Imelda Asonio, Marie Fe D. Lumjod joined by her spouse Teofilo Lumjod, Dionisio Divino joined by his spouse Flora Villamor, and Jose Divino. The intervenors asserted that they also acquired portions of the land owned by Inocenta Quilnet. However, in the Order[6] dated September 24, 2002, the court a quo dismissed the complaint-in-intervention as the portions of land claimed by the intervenors were different from those claimed by plaintiffs-appellants.

On October 28, 2009, the Regional Trial Court, Branch 39 of Dumaguete City, rendered a Decision[7] dismissing the complaint of plaintiffs-appellants against the defendants-appellees. The court a quo said that the evidence offered by plaintiffs-appellants to prove their claim were sadly lacking.

Aggrieved, plaintiffs appealed to this Court with the following assignment of errors:

I

THE COURT BELOW ERRED IN HOLDING THAT THE PLAINTIFFS-APPELLANTS HAVE FAILED TO ESTABLISH THAT THEY HAVE A VALID TITLE OR INTEREST IN LOT 1096 AND LOT 1098.

II

THE COURT BELOW ERRED IN HOLDING THAT THE PLAINTIFFS-APPELLANTS HAVE FAILED TO ESTABLISH THE IDENTITY OF THE PROPERTY THEY SEEK RECONVEYANCE.

III

THE COURT BELOW ERRED IN HOLDING THAT THE PLAINTIFFS-APPELLANTS ACTION FOR RECONVEYANCE HAS ALREADY PRESCRIBED.[8]

This appeal is without merit.

Plaintiffs-appellants allege that they were able to establish a valid title and interest over Lot No. 1096 and Lot No. 1098. They argue that the notarized Deed of Sale clearly show that Inocenta Quilnet conveyed portions of her two lots to Restituta Quilnet. They claim that the notarization of the Deed of Sale vests in their favor the presumption of regularity. Since Restituta Quilnet is their predecessor-in-interest, plaintiffs-appellants believe that they have a clear legal title over the portions sold by Inocenta.

Plaintiffs-appellants' arguments are not meritorious.

Settled is the rule that generally, a notarized document carries the evidentiary weight conferred upon it with respect to its due execution, and documents acknowledged before a notary public have in their favor the presumption of regularity.[9] However, this presumption is not absolute and may be rebutted by clear and convincing evidence to the contrary.[10] The presumptions that attach to notarized documents can be affirmed only so long as it is beyond dispute that the notarization was regular.[11] Plaintiffs-appellants rely heavily on the presumption of regularity accorded by law to notarized documents. While indeed, a notarized document enjoys this presumption, the fact that a deed is notarized is not a guarantee of the validity of its contents.[12]

That is why the presumption cannot be made to apply to the present case because the regularity in the execution of the Deed of Sale was challenged in the proceedings below. The prima facie validity of the Deed of Sale was overthrown by the highly questionable circumstances under which it was supposedly executed, as well as the testimonies of witnesses who testified on the improbability of execution of the Deed of Sale.

It must be remembered that the Original Certificate of Title Nos. FV-12375 and FV-19282 were issued pursuant to the free patents granted to Inocenta Quilnet. A Free Patent may be issued where the applicant is a natural-born

citizen of the Philippines; is not the owner of more than twelve (12) hectares of land; has continuously occupied and cultivated, either by himself or through his predecessors-in-interest, a tract or tracts of agricultural public land subject to disposition, for at least 30 years prior to the effectivity of Republic Act No. 6940; and has paid the real taxes thereon while the same has not been occupied by any person.[13] Once a patent is registered and the corresponding certificate of title is issued, the land covered thereby ceases to be part of public domain and becomes private property, and the Torrens Title issued pursuant to the patent becomes indefeasible upon the expiration of one year from the date of such issuance.[14]

Section 118 of Commonwealth Act No. 141, otherwise known as the Public Land Act, provides:

“Sec. 118. Except in favor of the Government or any of its branches, units or institutions, or legally constituted banking corporations, lands acquired under free patent or homestead provisions shall not be subject to encumbrance or alienation from the date of the approval of the application and for a term of five years from and after the date of issuance of the patent or grant nor shall they become liable to the satisfaction of any debt contracted prior to the expiration of said period; but the improvements or crops on the land may be mortgaged or pledged to qualified persons, associations, or corporations.

No alienation, transfer, or conveyance of any homestead after five years and before twenty-five years after issuance of title shall be valid without the approval of the Secretary of Agriculture and Natural Resources, which approval shall not be denied except on constitutional and legal grounds. (As amended by Com. Act No. 456, approved June 8, 1939.)”

The prohibition against any alienation or encumbrance of the land grant is a proviso attached to the approval of every application of a free patent.[15] Prior to the fulfillment of the requirements of law, Inocenta Quilnet had only an inchoate right to the property; such property remained part of the public domain and, therefore, not susceptible to alienation or encumbrance. Conversely, when a “homesteader has complied with all the terms and conditions which entitled him to a patent for [a] particular tract of public land, he acquires a vested interest therein and has to be regarded an equitable owner thereof.”[16] However, for Inocenta Quilnet's title of ownership over the patented land to be perfected, she would need to comply with the requirements of the law, one of which was to keep the property for herself and her family within the prescribed period of five (5) years. Prior to the fulfillment of all requirements of the law, Inocenta Quilnet's title over the property would be incomplete.

In this case, Inocenta Quilnet was granted a free patent to Lot No. 1096 on March 31, 1969 and registered with the Register of Deeds on December 13, 1972, with the corresponding OCT No. FV-12375. She was also granted a free patent to Lot No. 1098 on June 11, 1969 and registered with the Register of Deeds on July 25, 1975, with the corresponding OCT No. FV-19282. Clearly, at the time of the execution of the alleged Deed of Sale dated October 24, 1968, Inocenta Quilnet had only an inchoate right over the properties, including the portions of lot claimed by plaintiffs-appellants. Hence, Inocenta did not have any right to transfer the portions of land to defendants-appellees at the time of the execution of the Deed of Sale.

Moreover, it is doubtful whether the intention of both parties was for Inocenta to really convey the portions of the land to Restituta. After the alleged execution, Inocenta had the two (2) lots registered under her name. Inocenta continued to pay for the taxes of both lots, including the portions allegedly sold to Restituta. She and her heirs also utilized and cultivated the two lots. As claimed by the defendants-appellees, Inocenta had only intended for Restituta Quilnet and her children, who were Inocenta's relatives, to stay on the said portions of lots to avoid the Japanese soldiers.

As for Restituta Quilnet, she did not act as if she owned the portions of the land she allegedly bought from Inocenta Quilnet. She did not protest when Inocenta Quilnet had the whole lot titled under the latter's name. She did not have the Deed of Sale registered or annotated on the back of the title. She did not pay any taxes on her

land. Instead, she asked for permission from Inocenta to build her house, which was unlikely of an owner, if indeed she was, to do.

Furthermore, the plaintiffs-appellants, who are heirs of Restituta, also failed to show that they asserted their dominion over the subject portions of the two (2) lots. They claim to have known of the existence of the Deed of Sale in 1968; but they also did not protest when Inocenta Quilnet registered the two (2) lots in the latter's name. From the year 1968 to 2000, the plaintiffs-appellants never tried to have the lots declared under their names. They only even paid the realty taxes on the two lots at the time when they filed this case back in 2000; however, it was still declared under Inocenta's name, not Restituta's. When some of the plaintiffs-appellants' built their houses, they had to ask for permission from Pedro Luyas to have electricity connected thereto. As the court a quo aptly found:

“[T]he contemporaneous and subsequent acts of [plaintiffs-appellants] clearly showed that they never actually asserted or even attempted to assert rights of ownership over portions of the said lots even during the lifetime of their mother, Restituta Quilnet, and even after her death, as may be gleaned from the foregoing:

a.) [Plaintiff-appellant] Engracia Baga alleged that even as early as the year 1969, she already came to know that her mother purchased portions of the lots under controversy. She even admitted that in the year 1979, she advised her mother to register the deed of sale over the said parcels of land, however, even after her mother's death in the year 1980 and up to the time when this case was filed on September 22, 2000, she and the rest of the other [plaintiffs-appellants] never pursued steps to seal their ownership over portions of the said lots, and they never even endeavored to secure titles in their names;

b.) She admitted that she paid the realty taxes on the lots in litigation upon the advice of her counsel only in the year 2000, and after the lapse of around 32 years from the date the alleged deed of sale over the said lots was executed. She likewise admitted that she paid the realty taxes on the said lots only in the year 2000 when her request for the segregation of the portions of the lots purchased by her mother was rebuffed by the [defendants-appellees];

c.) She maintained that the tax receipts she presented in evidence were receipts evidencing the payment of realty taxes declared in the name of Inocenta Quilnet and not in the name of her mother;

d.) She likewise admitted that when she applied for an electrical connection for her house on the said lot, she had to request [defendant-appellee] Pedro Luyas to sign the application for electrical connection since her mother was not the registered owner of the said lots;

e.) She also attested to the fact that she filed this case only after the [defendants-appellees] tried to evict her from the property. She admitted that she belatedly decided to register the deed of sale over the said lots with the BIR only in the year 2000 and after the lapse of around 32 years from the date the said document was executed and signed.

The foregoing circumstances completely belie [plaintiffs-appellants]' claim of ownership over the portions of lots under controversy.”

Hence, the court a quo was correct in concluding that the apathy, indifference and resignation of Restituta Quilnet, as well as that of the plaintiffs-appellants, conflict with the nature of an owner of a property who would oppose another person's acts which would diminish or wrest away an owner's interest over his property.

Anent the second error, plaintiffs-appellants insist that their witness, Engr. Cuba was able to clearly identify the portions under controversy by showing the metes and bounds of the parcels of land conveyed by Inocenta Quilnet.

We do not agree.

As mentioned in the Deed of Sale, plaintiffs-appellant allegedly bought 735 square meters of the land covered under tax declaration 789 (supposedly referring to Lot No. 1096) and 182 square meters of the land covered by tax declaration 853 (referring to Lot No. 1098). However, when plaintiffs-appellants presented their witness Ruth E. Pulao, the Municipal Assessor of Sta. Catalina, Negros Oriental, she claimed that the tax declaration numbers 789 and 853 are both referring to Lot No. 1098, covered by Original Certificate of Title No FV-19282.[17] Plaintiffs-appellants were not able to present evidence that the tax declarations 789 and 853 refer to different lots.

Plaintiffs-appellants did hire a geodetic engineer to locate the portions they are claiming. Engr. Venancio Cuba II, the geodetic engineer hired by plaintiffs-appellants, said during his cross examination that he based the location of the portions under controversy on the actual position of the property, viz:

Atty Richard R. Enojo:

Engineer, you were engaged by the heirs of Restituta Quilnet to relocate the property allegedly bought by their predecessor in interest during her lifetime?

Witness Engr. Vinancio Cuba III:

Yes.[18]

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Q: Now, in case of the portions to be identified in this entire parcel of land, did you have a precise technical description for you to, to enable you to determine the exact position and location of the portion?

A: Yes, which I get from my reference which is outside the lot then I was able to, then I traversed it to the two lots in order for me to gather the data or the exact coordinates of both lots.

Q: You will agree with me that in the Deed of Sale, it does not have any technical description?

A: Yes.

Q: And your basis is only the Deed of Sale?

A: Yes.

Q: And you will also agree with me that the description of the lot sold in the Deed of Sale is not that precise?

A: Yes.

Q: So the basis of your determination of that portion is not also precise?

A: No, it is based on actual position of their cultivation.[19]

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Q: So you are basing the, more or less, technical description and position of the lot, or portion of the lot claimed by them, based on their fencing?

A: Based on their fencing. And also, in their Deed of Sale, there's also a measurement which is how many meters facing north, how many meters facing east or west.

Q: Of course, you are aware that in the Deed of Sale, what is indicated is only the tax declaration number without the lot number?

A: Yes.[20]

xxx

Q: But based on the testimony of the municipal assessor, it refers to one lot. That's why I'm asking this witness what his basis in saying otherwise that Tax Declaration No. 853 issued in 1949 would point to Lot No. 1098.

A: My basis, as I said, because first, during the survey, this lot 182 is..

Q: 182 square meters?

A: 182 square meters is within that lot. What I mean is that during my survey, when I plotted the actual position of land 182, it is pointed in that area.

Q: So it is now clear that you came to conclude that 182 square meters is inside Lot 1098 because of actual position?

A: Based on actual position.”[21]

Clearly, plaintiffs-appellants were not able to identify the portions of lot claimed on the bases of the Deed of Sale, as well as the tax declaration. Engr. Cuba repeatedly said that he based his relocation survey on the actual position of the property being claimed by plaintiffs-appellants. His findings cannot be used to prove the identity of the land being claimed by the plaintiffs-appellants. Hence, plaintiffs-appellants were unable to properly identify the portions of land Restituta Quilnet allegedly bought from Inocenta Quilnet on the basis of the Deed of Sale.

It must be remembered that a Deed of Sale is a contract and is perfected by mere consent.[22] More particularly, a contract of sale is perfected at the moment there is a meeting of minds upon the thing which is the object of the contract and upon the price.[23] This meeting of the minds speaks of the intent of the parties in entering into the contract respecting the subject matter and the consideration thereof. If the words of the contract appear to be contrary to the evident intention of the parties, the latter shall prevail over the former.[24]

In this case, the evidence is sufficient to warrant the court a quo's finding that no valid sale of the subject property actually took place between the alleged vendor, Inocenta Quilnet and the alleged vendee, Restituta Quilnet. There was simply no meeting of the minds. As discussed, Restituta Quilnet never acted as an owner of the property. On the other hand, Inocenta Quilnet and her heirs continue to exercise their dominion over the land. There is no intent to sell; no consent to the contract of sale. Where there is no meeting of the minds, the Deed of Sale must be declared null and void ab initio.

As for the third error, there is no longer any need to discuss it. It is clear that the appeal is dismissed as it is without merit.

As a final note, it bears emphasizing that the findings of fact of the court a quo must be accorded respect. It is a hornbook doctrine that the findings of fact of the trial court are entitled to great weight on appeal and should not be disturbed except for strong and valid reasons, because the trial court is in a better position to examine the evidence presented before it. It is not a function of this Court to analyze and weigh evidence by the parties all over again.[25]

WHEREFORE, the instant appeal is DENIED. The Decision October 28, 2009 in Civil Case No. 12827 is AFFIRMED with Modification in that the Deed of Sale executed between Inocenta Quilnet and Restituta Quilnet dated October 24, 1968 is nullified and declared void ab initio.

SO ORDERED.

Ingles,[*] and Lopez, JJ., concur.

- [*] Vice Justice Delos Santos who is on wellness leave, per Office Order No. 13-14-GTI dated June 17, 2014.
- [1] Record, pp. 441-459 (Penned by Judge Arlene Catherine A. Dato).
- [2] Record, p. 12.
- [3] Record, p. 13.
- [4] Record, p. 14.
- [5] Record, pp. 2-10.
- [6] Record, p. 207 (by Hon. Celso P. Tayros).
- [7] Rollo, p. 31.
- [8] Rollo, p. 31.
- [9] *De Jesus v. Court of Appeals*, G.R. No. 127857, June 20, 2006, 491 SCRA 325, 334; *Pan Pacific Industrial Sales Co., Inc. v. Court of Appeals*, G.R. No. 125283, February 10, 2006, 482 SCRA 164, 174.
- [10] *Potenciano v. Reynoso*, 449 Phil. 396, 406 (2003).
- [11] *Dela Rama v. Papa*, G.R. No. 142309, January 30, 2009, 577 SCRA 233, 244.
- [12] *San Juan v. Offril*, G.R. No. 154609, April 24, 2009, 586 SCRA 439, 445-446.
- [13] *Republic v. Court of Appeals*, 406 Phil 597, 606 (2001).
- [14] *Heirs of Alcaraz v. Republic*, 502 Phil 521, 532 (2005).
- [15] *Republic vs. Ruiz*, 23 SCRA 348, 353-354, April 29, 1968.
- [16] *Vda. de Delizo vs. Delizo*, 69 SCRA 216, 229, January 30, 1976 citing *Juanico vs. American Land Commercial Company, Inc.*, 97 Phil. 221, *Simmons vs. Wagner*, 10 U.S. 260, 68 C.J.S. 875; *Balboa vs. Farrales*, 51 Phil. 498; *Fiel, et al. vs. Wagas*, 48 O.G., 195, January 9, 1950. SEE *Uy Un vs. Perez and Villaplana*, 71 Phil. 508.
- [17] TSN, Ruth E. Pulao, February 15, 2007, p. 38
- [18] TSN, Engr. Vinancio Cuba II, September 5, 2007, p. 10
- [19] TSN, Engr. Vinancio Cuba II, September 5, 2007, p. 14
- [20] TSN, Engr. Vinancio Cuba II, September 5, 2007, pp. 16-17
- [21] TSN, Engr. Vinancio Cuba II, September 5, 2007, pp. 24-25
- [22] Art. 1315, Civil Code.
- [23] Art. 1475, Civil Code.
- [24] Art. 1370, Civil Code, second paragraph.
- [25] *Tayco vs. Heirs of Tayco-Flores, et. al.*, G.R. No. 168692, December 13, 2010; *Arangote v. Maglunob*, G.R. No. 178906, February 18, 2009, 579 SCRA 620, 632.

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