

ANGELINA J. GUINANAO FOR HERSELF, AND AS REPRESENTATIVE OF HER SPOUSE, ANTONIO GUINANAO, PETITIONERS, VS. MICHAEL BERMEJO, RESPONDENT.

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This is a Petition for Review under Rule 42 of the Rules of Court assailing the Decision dated September 5, 2011, and the Order dated November 25, 2011, both rendered by the Regional Trial Court of Bacolod City, Branch 46 in the exercise of its appellate jurisdiction in Civil Case No. 10-13639.

The Decision assailed herein affirmed the Decision dated July 16, 2010 rendered by the Municipal Trial Court in Cities (MTCC) of Talisay City, Negros Occidental in Civil Case No. 881, which is a case for Ejectment (Forcible Entry) with prayer for preliminary injunction.

Factual and Procedural Antecedents

The case below is a case for ejectment with prayer for preliminary injunction filed by petitioner Angelina J. Guinanao, for herself and as representative of her spouse, Antonio Guinanao. The complaint alleges, inter alia:

- That plaintiff Guinanao (now petitioner) is the vendee to a portion of Lot 1056-E consisting of about 2,379 sq.m. of the total area of 11,637 sq.m., more or less, situated in Brgy. Cabatangan, Talisay City, Negros Occidental, by virtue of the Deed of Sale executed in her favor by the registered owner, Fernando J. Vinarta, on January 14, 2004 before the Notary Public for Silay City, Orlando S. Polano as Doc. No. 135, Page No. 27, Book No. CVIII, Series of 2004. (Annexes “B” and “C” of the Complaint);
- That the said 2,379 sq.m. Portion of Lot 1056-E has been identified in the Survey Plan. (Annex “D” of the Complaint);
- That by virtue of the foregoing sale, seller Fernando J. Vinarta transferred ownership and possession over the land area of 2,379 sq.m. Now subject matter of this case, by way of actual delivery in favor of the plaintiff, sometime in January 2004. Since then, plaintiff continued to exercise actual physical possession over the subject property through her designated caretakers, spouses Camilo and Adelaida Mediquillo. Moreover, her exercise of prior material possession over the land is manifest by her planting thereon various crops and pigeon houses, and raising thereon different fowls and birds;
- That plaintiff enjoyed peaceful, open and continuous material possession of the land until defendant disturbed the same with his successive unlawful acts of dispossessing plaintiff thereof, commencing last April 22, 2009 at about 9:00 o'clock in the morning when he initially declared to plaintiff's caretakers that he will open plaintiff's perimeter fence and enter the land. The following subsequent acts were committed by defendant and his workers, using force, intimidation, threats and stealth in entering a portion of the disputed land and deprived plaintiff of its possession;
- That to rest cavils of the ownership and possession by plaintiff on the specified area of 2,379 sq.m. of Lot 1056-E, vendor Fernando J. Vinarta confirmed and ratified the portion sale on June 15, 2009 in an instrument acknowledged before the Notary Public for Talisay City, Bimbo D. Lavides, as Doc. No. 274, Page No. 55, Book No. IX, Series of 2009 (Annex “F” of the Complaint), particularly guaranteeing the delivery of title to the

specified portion upon partition, free from all liens and encumbrances, and warranted the peaceful possession thereof and also confirmed therein the commencement of possession by the plaintiff from 2004;

- That to further manifest her rights and interest pending the actual partition and surrender of the title to the specified portion of Lot 1056-E, plaintiff caused the annotation of an Affidavit of Adverse Claim (Annex "G" of the Complaint) on June 16, 2009 under Entry No. 43554 on TCT No. CLOA-2885 (Annex "B-1");

On July 20, 2009, the trial court granted the petitioner's prayer for issuance of Temporary restraining Order effective for 72 hours, after which parties were directed to show cause why a writ of preliminary injunction should or should not be granted.

On July 24, 2009 the defendant filed his Answer with Counterclaim and Opposition to the Application for Issuance of Writ of Preliminary Injunction and alleged, inter alia, that:

- On July 22, 2003, defendant purchased from Fernando Vinarta a parcel of land, Lot 1056-E, situated at Brgy. Cabatangan, Talisay City, Negros Occidental, Philippines and covered by Transfer Certificate of Title CLOA 2885 (TCT Annex "1" of the Answer);

- A evidence of the purchase transaction, Fernando Vinarta executed a Deed of Sale dated July 22, 2003 conveying his rights as owner of the above-described parcel of land in favor of the herein defendant Michael Bermeo, which document was duly recorded in the notarial register of Notary Public John Mark Tamano as Document No. 144 found on Page 29 of Book No. 28 Series of 2003. (The Deed of Sale dated July 22, 2003 is Annex "2" of the Answer);

- Upon the perfection of the contract of sale of the subject parcel of land between the defendant and Fernando Vinarta, the latter immediately delivered the Owner's Duplicate of Transfer Certificate of Title No. CLOA-2885 and likewise turned-over the possession over Lot 1056-E to the defendant who began to use the same as his farm where the defendant, among others, raised his fighting cocks.

- Sometime in January 2004, Fernando Vinarta sold to the plaintiffs Spouses Antonio and Angelina Guinanao Lot 1056-F covered by Transfer Certificate of Title No. CLOA-2886, which parcel of land is adjacent to Lot No. 1056-E purchased by defendant from Vinarta. Soon thereafter, the spouses Guinanao took possession of Lot No. 1056-F and had the same surveyed. After having their property surveyed, it was then that the spouses Guinanao, through Serafin Juson, fenced off with the use of bamboo materials a portion of Lot 1056-E belonging to defendant.

- Upon discovering that the spouses Guinanao had fenced of a portion of Lot No. 1056-E, the defendant immediately made known his objections thereto, albeit only verbally, which were relayed by Serafin Juson to the Spouses Guinanao who, in turn, told the defendant to have Lot 1056-E surveyed in order to determine the exact area covered by TCT No. CLOA 2885, which defendant purchased from Vinarta.

- Defendant commissioned the services of a geodetic engineer and has his property, Lot No. 1056-E, surveyed to locate and determine the exact boundaries of Lot No. 1056-E and the coverage or area of the same. (Surveyor's report and vicinity map are attached as Annexes "4" and "5" respectively of the Answer.);

- The defendant informed the spouses Guinanao, through their caretaker, of the conduct of the surbey and the Spouses Guinanao interposed no objection;

- After the conduct of the survey and the muniments determined, the defendant then tied nylon cords along the property line on the muniments as identified by the geodetic engineer and thereafter discovered that the spouses Guinanao have already encroached upon the defendant's property line.

- On April 22, 2009, the plaintiff Angelina Guinanao requested from the defendant that they be allowed to use a portion of defendant's Lot No. 1056-E. Considering that they are neighbors, and out of respect for Judge Antonio Guinanao, the defendant acceded to the plaintiff's request and with the assistance of the Guinanao's caretaker, Camilo Mediquillo, adjusted the nylon cords to allow plaintiffs use of a small portion of defendant's property. In return, the defendant requested from plaintiff Guinanao the removal of the dilapidated bamboo fence and duck house constructed by the plaintiffs spouses inside Lot No. 1056-E, to which request the plaintiffs acceded.
- Thus, on April 23, 2009, the defendant's property caretaker, Angelo Purano, with the help of plaintiffs-spouses' worker Camilo Mediquillo, removed the remaining bamboo fence and the duck house;
- On May 13, 2009, defendant saw plaintiff Guinanao's worker, Camilo Mediquillo, building a chicken coop inside the property line of defendant. Defendant called the attention of Mediquillo who later voluntarily removed the chicken coop.
- On May 30, 2009, defendant again visited his property and while there, he noticed several dried leaves of coconut trees and madre de cacao dangling over his land across the property line. Seeing this, he instructed his caretaker to trim down said dried leaves as the same obstructed the growth of defendant's fruit-bearing trees. Days later, defendant was surprised to learn of a complaint filed by the plaintiffs Guinanao's caretaker against the defendant's caretaker before the Barangay.
- Thereafter, defendant discovered that the nylon cords which he previously installed to delineate the property line has been removed.
- Thus, on July 2, 2009, defendant commenced the installation of bamboo poles along his property line in preparation for the construction of a perimeter fence which, defendant believed, would then put an end to the acts of the spouses Guinanao and their caretaker constantly encroaching upon defendant's property;
- However, on July 3, 2009, Serafin Juson, together with the other caretakers of the plaintiffs Guinanao, escorted by two (2) policemen and five (5) CAFGU's went to the farm and again removed the bamboo poles which the defendant had erected the day before;
- The plaintiffs Guinanao has no right to possess Lot No. 1056-E or even just a portion thereof since the entire Lot No. 1056-E was sold to the defendant in fee simple by its previous owner, Fernando Vinarta. In addition, the previous owner, Vinarta categorically denied under oath having sold any portion of Lot NO. 1056-E to the spouses Guinanao for the reason that he has already sold the entire lot to defendant even before the plaintiffs-spouses Guinanao purchased the adjacent Lot N. 1056-F. (See Waiver of Rights and Quitclaim and sworn statements of Fernando Vinarta attached as Annexes "6", "7" and "8" of Answer);

On September 10, 2009, the trial court denied the petitioner Guinanao's application for issuance of writ of preliminary injunction.

The case was referred for Mediation, but the parties were unable to settle the case amicably.

The trial court set the case for preliminary conference on March 1, 2010. Both parties were required to submit their respective Position Papers.

Then on July 16, 2010, the trial court rendered judgment dismissing the plaintiff Guinanao's complaint, to wit:

"After judiciously examining the evidence submitted, the Court is of the opinion that the plaintiffs do not have a better right over the defendant to possess the disputed 2,379 square meter portion of Lot No. 1056-E.

At the outset, it has to be pointed out that the Deed of Sale (Annex "2", Answer) executed by the land owner

Fernando J. Vinarta and defendant Michael Bermeo involving the sale of Lot No. 1056-E, including the disputed 2,379 square meter portion as evidenced of (sic) the survey done by V.T. Guerrero Surveying Office (Exh. "8" for the Defendant), is dated July 2003 while the Deed of Sale (Annex "C", Complaint) between land owner Vinarta and plaintiff Angelina G. Guinanao involving the sale of Lot 1056-F and allegedly including the disputed portion of Lot 1056 is dated January 14, 2004. From these facts alone, it is clear that defendant has a better right to possess the disputed portion of Lot No. 1056-E as he had assumed possession of the same 6 months prior to plaintiff Guinanao pursuant to the right bestowed upon him by the 2003 Deed of Sale. Defendant therewith have exercised dominion over the disputed property thru his caretaker who oversees the same.

Be that as it may, the Court will proceed to discuss other pieces of evidence to further support its decision.

Plaintiff Guinanao basically argued that they have a better right to possess the disputed portion of Lot 1056-E because the same was sold to them together with Lot 1056-F by owner Vinarta in 2004. This portion sale, the plaintiffs claim, is evidenced by an annotation (Exh. "B-1", for the plaintiff) behind the 2004 Deed of Sale between plaintiff Angelina Guinanao and owner Vinarta where the phrase 'a portion of about 2,379 square meter of a parcel of land (Lot 1056-E, Psd-06-0344413, being a portion of Lot 1056..)' appears. Moreover, the plaintiffs presented an undated document entitled 'Confirmation and Ratification of Portion Sale' (Exh. "C", for the plaintiff) signed by owner-vendor Vinarta, which says that 'Now therefore, the foregoing premises considered and for additional consideration of P5,000.00, the undersigned hereby confirms, acknowledges, ratifies and makes effective the previously agreed portion sale of said Lot 1056-E...'

The Court finds the above argument untenable. A careful perusal of the records shows that plaintiffs' Complaint filed before the Court on July 13, 2009 carried with it Annex "C", a copy of the January 14, 2004 Deed of Sale executed between the plaintiff Guinanao and owner-vendor Vinarta involving the sale of Lot 1056-F. Glaringly, the said Deed does not carry any annotations whatsoever concerning the portion sale of Lot 1056-E.

However, in their later pleadings, the plaintiff filed another copy of the same on January 14, 2009 Deed of Sale (Exh. "B" for the plaintiff) which now, curiously, carried at the back of its first page, an annotation which indicates that the disputed portion of Lot 1056-E was sold to plaintiff Angelina Guinanao in 2004 together with Lot 1056-F. This discrepancy cast a shadow of doubt as to the validity of plaintiff's claim that the disputed portion of Lot 1056-E was indeed sold to them by the owner-vendor Vinarta in 2004.

As regards the undated document entitled 'Confirmation and Ratification of Portion Sale', the same was acknowledged before Notary Public on June 15, 2009. The said document's veracity, however, was assailed and put an issue when on July 20, 2009, the owner-vendor Vinarta and his wife Floredliza Vinarta executed a Joint Affidavit (Exh. 1 for the defendant) which says, in part, that,

'We vehemently deny having sold any portion of Lot 1056-E to Judge Guinanao or his wife as the same was already sold by us to Michael Bermeo ' (Par. 13), 'in both instances where we were made to sign documents by Judge Guinanao and his wife, the contents as well as the imports of the said documents were not explained to as (sic) and, taking advantage of our low educational attainment, we were made to believe that the said documents contain our sale transaction of Lot 1056-F alone when in fact there were provisions in the said documents which includes a portion of Lot 1056-E in the sale which was not our true intent' (par 22) and 'We are executing this affidavit to repudiate the insertions made in the Deed of Sale dated January 14, 2004 which had the effect of including a portion of Lot No. 1056-E in the sale between us and Judge Guinanao and his wife. Furthermore, we are executing this affidavit to repudiate Confirmation and Ratification of Portion Sale which we were made to sign by Judge Guinanao as the contents of the same to the effect that we also sold a portion of Lot 1056-E to said judge and his wife is clearly untrue...' (par. 23)

Given that the document entitled 'Confirmation and Ratification of Portion Sale' was acknowledged before a Notary Public on June 15, 2009 and was repudiated by the owner-vendor Vinarta through an affidavit on July

20, 2009, the evidentiary value of the former document in favor of the plaintiffs' claim is greatly diminished.

Considering, therefore, that the pieces of evidence by the plaintiff cannot sufficiently support their claim that the disputed portion of Lot 1056-E was indeed sold to them by owner-vendor Vinarta, thereby revealing that they do not have a better right over the defendant to possess the same, the court resolves to decide the case against the plaintiffs and in favor of the defendant.

Anent the actual damage prayed for by the plaintiffs, the same cannot be granted by the Court for under the facts and circumstances they can be considered builders in bad faith. Likewise, the Court cannot grant the plaintiffs' claim for other damages as well as the defendant's counterclaim as said damages were not sufficiently proven by the parties concerned.

WHEREFORE, in view of the foregoing, CIVIL CASE NO. 881, is hereby DISMISSED for lack of merit. The defendant's counterclaim is likewise dismissed for insufficiency of evidence.

SO ORDERED. ”

Aggrieved by the trial court's decision, petitioner seasonably filed a Notice of Appeal and elevated this case before the Regional Trial Court of Bacolod City, Branch 46, which, in turn, affirmed the findings of the trial court in its Decision on Appeal dated September 5, 2011, the salient portions of which are hereunder quoted as follows:

“The Trial Court is correct in dismissing this ejectment case by reason of forcible entry filed by plaintiff-appellants against defendant-appellee because the former do not have better right over the defendant to possess the disputed 2,379-square meter portion of Lot 1056-E which was earlier sold by Vinarta to herein defendant Bermeo.

X x x

[T]he Trial Court is correct in examining the transactions of sale of the same disputed lot portion to both plaintiff-appellants and defendant-appellee by vendor Vinarta for the sole purpose of determining the issue of possession. The Trial Court could tackle the issue of ownership in Forcible Entry case if it is connected or intertwined with the issue of possession, to determine the character and extent of possession as well as the amount of damages for detention.

It appears from the findings of the Trial Court that defendant-appellee has in his favor priority of time or possession de facto, thus he has the security that entitles him to stay in the property even against the owner until he is lawfully ejected by a person having a better right by either accion publiciana or accion reivindicatoria (*Ganadin vs. Ramos, et. al.*, 99 SCRA 613).

In this case, it is logical to presume and common sense dictates that defendant-appellee, after buying Lot 1056-E from Vinarta on July 22, 2003 will take actual and effective possession of the said Lot, which defendant did by using the said lot as his farm where he, among others, raised his fighting cocks.

Admittedly, it was only in January 2004, or about six months later, when Vinarta sold his adjacent lot, Lot 1056-F, to the plaintiff-spouses.

Clearly, the priority of time when it comes to possessing Lot 1056-E from Vinarta cuts in favor of defendant-appellee, thus making plaintiff-appellant's claim that they have better right to possess a portion of Lot 1056-E without factual basis. In fact, plaintiff-appellant's belated occupation of a portion of Lot 1056-E may be likened to that of mere usurpers and builders and planters in bad faith, which was correctly opined by the Trial Court.

X x x

The rest of the issue raised by plaintiff-appellants, like the Trial Court erring in giving credence to the Joint

Affidavit of the Vinartas and considering plaintiff-appellant as builders in bad faith, failing to consider the fact that the Deed of Sale executed by Vendor Vinarta in favor of defendant-appellee is invalid, and in erring to appreciate the evidentiary value of the Deed of Sale and the Confirmation and Ratification of Portion sale were already passed upon by the Trial Court in the assailed Decision, which this Court finds to be legally in order and there is no cogent reason for this Court to disturb the same.

Moreover, these issues are immaterial to forcible entry case wherein possession de facto and not possession de jure is the only issue to be considered. (Reyes vs. Sta. Maria, 91 SCRA 164). Title is never in issue, but only prior physical possession (Ganadin vs. Ramos, et. al., 99 SCRA 613).

X x x

WHEREFORE, in view of the foregoing considerations, this Court finds the Decision of the Municipal Trial Court in Cities, 6th Judicial Region, Talisay City, Negros Occidental, penned by Judge Designate Hon. Orlando S. Ayeng, dated July 16, 2010, to be supported by law and evidence, and the proceedings conducted before the Trial Court are within the rules of procedure in force, and finding no cogent reason to disturb, modify, revise or reverse the same, the said Decision is hereby AFFIRMED in toto.

With costs against plaintiff-appellants.

SO ORDERED.”

Undaunted by the aforequoted ruling of the RTC, the petitioner is now before this Court via a Petition for Review under Rule 42 of the Rules of Court.

Issues

The petitioner raises as sole issue whether or not the Regional Trial Court was correct in affirming the ruling of the Municipal Trial Court in Cities dismissing the petitioner's complaint for ejectment against the respondent.

Ruling of this Court

For a court to restore possession, two things must be proven in a forcible entry case: prior physical possession of the property and deprivation of the property by means of force, intimidation, threat, strategy, or stealth.[1] Possession de facto, [i.e., the physical possession of a property,] and not possession de jure is the only issue in a forcible entry case. This rule holds true regardless of the character of a party's possession, provided that he has in his favor priority in time.[2] As used in forcible entry and unlawful detainer cases, 'possession' refers to "physical possession, not legal possession in the sense contemplated in civil law.[3]

Subject of this review is a 2,379 square-meter parcel of land which is a portion of Lot No. 1056-E located in Barangay Cabatangan, Talisay City, Negros Occidental and covered by Transfer Certificate of Title No. CLOA-2885 and registered under the name of its former owner, Fernando Vinarta.

It appears from the records of this case that the same parcel of land, is also covered by two Deeds of Sale – the first one executed on July 22, 2003 by and between Vinarta and the respondent Michael Bermeo[4]; and the second executed on January 14, 2004 by and between Vinarta and the petitioner Angelina Guinanao[5].

The sole issue to be resolved in this case is, as between the petitioner Guinanao and respondent Bermeo, who has shown actual prior physical possession?

In ejectment cases, possession means nothing more than actual physical possession, not legal possession in the sense contemplated in civil law.[6] Prior physical possession is the primary consideration in a forcible entry case. A party who can prove prior possession can recover such possession even against the owner himself. Whatever may be the character of his possession, if he has in his favor prior possession in time, he has the security that

entitles him to remain on the property until a person with a better right lawfully ejects him.[7] The party in peaceable quiet possession shall not be thrown out by a strong hand, violence or terror.[8]

After a conscientious review of all the evidence on record in this case, this Court is convinced that respondent and not the petitioner, was in prior possession of the property.

The petitioner relies on her deed of sale executed on January 14, 2004 and the Joint and Consolidated Affidavit executed by Camilo Mediquillo and Adelaida Mediquillo[9] on July 13, 2009. The Mediquillo's, in essence, stated in their joint affidavit that they are the resident caretakers of DAG's Leisure Farm, which is owned and managed by Dr. Angelina J. Guinanao, and that the petitioner Guinanao has been in possession of the contested 2,379 square-meter portion of Lot No. 1056-E from the time the said property was acquired by Guinanao in January 2004.

However, in so far as prior possession goes, the respondent has also shown proof of a much earlier physical possession over the contested property via the Affidavit of Declaration dated July 24, 2003 executed by Fernando Vinarta[10]. In his sworn statement, Vinarta states that he is the vendor of a piece of property measuring 1.1637 hectares located at Cabatangan, Talisay City covered by TCT No. 2885 in favor of Michael L. Bermeo. Vinarta further stated that he is an industrial partner of the respondent in the latter's "project of raising fighting cocks over (sic) said property" and that the affiant Vinarta guarantees Bermeo's "peaceful stay in this (Lot No. 1056-E) property." Bolstering the respondent's proof of prior possession is the fact that Vinarta's statement was executed as early as 2003 – years prior to this controversy.

The petitioner takes umbrage over the MTCC's and the RTC's giving much credence over the Deed of Sale executed between Vinarta and the respondent Bermeo in July 22, 2003, Petitioner argues that both courts failed to consider that petitioner had shown proof that the Deed of Sale between Vinarta and Bermeo does not exist in the records of the Administrative Clerk of Court of the Regional Trial Court of Bacolod City[11]. Moreover, petitioner argues, the sale transaction between Vinarta and respondent Bermeo is prohibited under the CARP law, considering that TCT No. CLOA-2885 was issued only in September 25, 1996, while the sale between Vinarta and Bermeo happened in July 22, 2003 or only seven (7) years from the issuance of TCT No. CLOA-2885. The torrens title covering Lot No. 1056-E itself bears on its face the prohibition on such conveyance – "it shall not be sold, transferred or conveyed.... for a period of ten (10) years"[12]. However, in ejectment suits, it does not even matter if the party's title to the property is questionable.[13]

Petitioner's argument does not put her in a better position over the respondent since her Deed of Sale dated January 14, 2004 was also executed before the 10-year prohibition provided in TCT No. CLOA-2885. The Confirmation and Ratification of Portion Sale[14] purportedly executed by Fernando Vinarta in favor of the petitioner Guinanao is of doubtful value and credibility when pitted against the Joint Affidavit[15] executed by Fernando Vinarta and Flodeliza Vinarta practically repudiating the alleged sale transaction between Vinarta and the petitioner Guinanao over the 2,379 square-meter portion of Lot NO. 1056-E.

Petitioner's insistence that this Court rule on the validity of her claim as rightful owner of the 2,379 square-meter portion of Lot No. 1056-E already delves into the character of her possession.

The principle laid down by the Supreme Court en banc in the case of *Felix Mediran vs. Maximiano Villanueva, et. al.*[16], though almost a century old, is still good law and remains the jurisprudence applicable in this case under review – "In giving recognition to the action of forcible entry and detainer, the purpose of the law is to protect the person who in fact has actual possession; and in case of controverted right, it requires the parties to preserve the status quo until one or the other of them sees fit to invoke the decision of a court of competent jurisdiction upon the question of ownership. It is obviously just the person who has first acquired possession [who] should remain

in possession pending this decision X x x””.

WHEREFORE, this petition is hereby DISMISSED for lack of merit. The Decision dated September 5, 2011 and the Order dated November 25, 2011, both rendered by the Regional Trial Court of Bacolod City, Branch 46 in the exercise of its appellate jurisdiction in Civil Case No. 10-13639, are hereby AFFIRMED.

SO ORDERED.

Agura-Yap, and Quijano-Padilla, JJ., concur.

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- [1] Domalsin v. Spouses Valenciano, 515 Phil. 745, 766-767 (2006).
- [2] Bunyi v. Factor, G.R. No. 172547, June 30, 2009, 591 SCRA 350, 358.
- [3] De Grano v. Lacaba, G.R. No. 158877, June 16, 2009, 589 SCRA 148, 158-159 citing Spouses Tirona v. Hon. Alejo, 419 Phil. 285, 298 (2001).
- [4] Rollo, page 140.
- [5] Rollo, page 107.
- [6] Arbizo v. Santillan, G.R. No. 171315, February 26, 2008, 546 SCRA 610.
- [7] Pajuyo v. Court of Appeals, G.R. No. 146364, June 3, 2004, 430 SCRA 492, 510-511.
- [8] Pajuyo v. Court of Appeals, G.R. No. 146364, June 3, 2004, 430 SCRA 492, (493).
- [9] Rollo, pp. 110-111.
- [10] Rollo, page 147.
- [11] Annex “I” of the Petition, rollo, pp. 207-214.
- [12] Rollo, page 104.
- [13] Arbizo v. Santillan, G.R. No. 171315, February 26, 2008, 546 SCRA 610, 623 citing Pajuyo v. Court of Appeals, supra note 37 at 510. Also cited in David v. Cordova, supra note 35 at 645.
- [14] Rollo, page 112.
- [15] Rollo, pp. 148-152.
- [16] G.R. No. L-12838, March 9, 1918.

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