

**HEIRS OF JACINTO AGOSTO, REPRESENTED BY JULIO AGOSTO,
PLAINTIFFS-APPELLEES, VS. PANTALEON PEDROSO, AVELINA
PEDROSO, AND PLACEDA SENABRE, DEFENDANTS-APPELLANTS.**

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SANTOS, J.:^[1]

Before this Court is an appeal from the Decision^[2] dated 8 August 2012 rendered by the Regional Trial Court, 11^[th] Judicial Region, Branch 28^[3] of Lianga, Surigao del Sur (trial court) in an action for recovery of possession, docketed as Civil Case No. L-937. The dispositive portion of the assailed Decision reads:

WHEREFORE, judgment is hereby rendered, viz:

- Defendants, their workers or any person acting on their behalf are ordered to vacate [on] the land, subject matter of this case, consisting of 5,000 square meters, a portion of Lot No. 554 and to turn over peacefully the possession thereof to plaintiff;
- Defendants are jointly and severally liable to pay plaintiffs the coconuts harvested from 2005 up to the time they would actually vacate [on] the said land at the rate of 85 kilograms per quarter pegged at P21.00 per kilo;
- Defendants jointly and severally liable to pay plaintiffs the abacas they harvested from 2005 up to the time they would actually vacate on the land subject in this case at the rate of 48 kilograms per quarter pegged at P32.61 per kilo;
- Defendants are likewise ordered to pay, jointly and severally, plaintiffs the sum of Php 40,000.00 and Php 30,000.00, representing attorney's fees and litigation expenses, respectively.

SO ORDERED.

The Antecedents

On 19 January 2009, plaintiffs-appellees filed the instant Complaint^[4] against defendants-appellants for recovery of possession and damages before the trial court.

Plaintiffs-appellees' Complaint alleges the following:

x x x x x x x x

2. Plaintiffs are the only children and surviving heirs of Jacinto Agosto who died intestate on July 22, 1952 at Marihatag, Surigao del Sur;

3. During the lifetime of Jacinto Agosto, he acquired a piece of land located at Cabahian, Bayan, Marihatag, Surigao del Sur consisting of 6.3096 hectares, identified as Lot No. 554, Pls-751 and described as follows:

North by Lot No. 9612, Pls-751; East by Lot Nos. 557, 2618, 2619, all of Pls-751; Southeast by Lot 2620, Pls-751; South by Lot 553 and 2621, all of Pls-751; Northwest by Lot 556, Pls-751; and West by Lot Nos. 555, Pls-751;

4. Jacinto Agosto acquired the said land by actual occupation since 1935 and had continuously occupied and

possessed the same until his death in 1952 and after his death plaintiffs continued to occupy and possess the said land continuously, peacefully, adversely, publicly in the concept of owner for a period of 73 years, thus, giving to plaintiffs a vested right on the said property;

5. Plaintiffs and their predecessor-in-interest planted the said land with coconuts and abaca and declared the said land for taxation purposes, the latest of which is Tax Declaration No. 99-14-006-00100 and assessed at P79,110.00. x x x

6. Plaintiffs in order to confirm their incomplete title filed a[n] application for title to the said land with the Department of Environment and Natural Resources Office. x x x

7. In the year 2005 plaintiff Julio Agosto discovered that defendants encroached a portion of the said land consisting of one half hectare (5,000 square meters) located at the Northwestern side when defendants claim ownership thereof by harvesting the coconuts and abaca planted by plaintiffs, hence, plaintiff Julio Agosto wrote a letter complaint against the defendant Pantaleon Pedroso to the Office of the Barangay Captain. x x x

x x x x x x x x

9. Before defendants encroached the said land plaintiffs were the ones harvesting the coconuts and abacas. Plaintiffs used to harvest 85 kilos of copra every harvest and harvested four (4) times a year and harvested 64 kilos of abaca fibers every quarter or 192 kilos per year. Thus, from 2005 plaintiffs have been deprived of the use and enjoyment of the land consisting of 1020 kilos of copra valued at P16,320.00 and 576 kilos of abaca fibers valued at P23,040.00 up to 2008;[5]

On 5 February 2009, defendants-appellants filed their Answer with Affirmative Defenses, Counterclaim with Damages[6] alleging among others:

x x x x x x x x

10. That the true and correct names of the plaintiffs which should be incorporated and distinctly mentioned in the complaint are not being done. It only alleges on its general term, "Heirs of Jacinto Agosto", but the said heirs are not named and alleged. It violate (sic) the procedural aspect of the Civil procedure, hence dismissible, under Section 2, Rule 3, Revised Rules of Court as will (sic) as Sections 7 and 8, Rule 3, Revised Rules of Court;

11. The wife of Julio Agosto is not named distinctly and with certainty which is violative of Section 4, Rule 4, Revised Rules of Court;

12. The land of the defendants is a titled property with an area of 32,662 square meters more or less. Since the lifetime of their late father, Liberato and Sofia, they were all the time in the actual cultivation, occupation and possession of the entire property and they were never been disturbed since. Their actual possession and cultivation are inside their titled property and for sure they never occupied any other land outside their titled property. In (sic) the contrary, it is the plaintiff, Julio Agosto, who wanted to usurped (sic) a portion of their titled property.

13. The property of the plaintiff, Jacinto Agosto, is not titled and being not there is a great possibility that this Julio Agosto who claimed a portion of the titled land of the defendants that he may illegally extend his possession already beyond the land of his father being not titled;

14. That it is a must that the Honorable Court will create a committee to relocate the titled property of the defendants using the technical description thereof to determine once and for all who is the actual usurper and it is suggested that the expenses for said relocation shall be shouldered equally half-in-half or a 50-50 bases (sic) by plaintiffs and defendants or shall be part of the damages;

15. That on ocular inspection can also be made to see for itself the real and true situation and condition of the

property subject of this case. Defendants, claimed that their coconut trees are old and tall as compared to the plaintiffs' who are still young and had just bear (sic) fruits, meaning that the coconuts found inside the titled property of the late Liberato Enero were planted much ahead than that of the plaintiffs', hence, it become impossible for the defendants to usurped on the other side which is a portion of the plaintiffs' land.

16. That defendants, Avelina and Placida, are sisters, children of the late Liberato Enero and Sofia. Avelina was married to Pantaleon Pedroso and Placida was married to Julio Senabre. The plaintiffs shall and must all be named and included in the complaints who are children of the late Jacinto Agosto and his wife so that they can jointly be included in the charge for damages.

x x x x x x x x

Thereafter, on 26 October 2009, the parties, through their respective counsels, agreed to the conduct of a relocation survey of the land in controversy, the expenses of such survey to be equally shouldered by both parties. Accordingly, the trial court issued an Order[7] dated 26 October 2009 creating a commission for the purpose of conducting the relocation survey and appointed the trial court's Clerk of Court as chairman, and Engr. Lucio Acedo, along with one representative from each party, as members.

However, the scheduled relocation survey was not conducted upon the manifestation of defendants-appellants that the projected cost thereof, as determined by Engr. Lucio Acedo, was too high.[8]

On 16 March 2010, counsel for defendants-appellants failed to appear for the scheduled pre-trial of the case. Thus, the trial court issued an Order[9] allowing plaintiffs-appellees to present evidence ex-parte. On 19 April 2010, plaintiffs-appellees presented ex-parte the testimonies of Roland Manalang and plaintiff-appellee Julio Agosto.[10]

Subsequently, on 8 July 2010, the trial court issued an Order[11] stating as follows:

Atty. Antonio C. Azarcon intimated to the court that there is a need for a relocation survey of the land in dispute, subject matter of this case. The commission that previously created by the court did not push through for the fees asked by Engr. Acido is so big and the defendants could not afford. Atty. Azarcon suggested either Engr. Argucino of CENRO, Tandag City, or Engr. Patagoc of CENRO, Cantilan. Atty. Generoso S. Sansaet representing the plaintiffs welcomes the suggestion of Atty. Azarcon and he agreed for a relocation survey.

Atty. Azarcon promised to the court to prepare a compromise agreement in this case within five (5) from todate (sic) and included therein is the geodetic engineer that will conduct the relocation survey.

The commissioners previously created by the court will stay as it is excluding the geodetic engineer which be (sic) named after the parties would submit the compromise agreement which include the name of the Geodetic Engineer to conduct the relocation survey. Expenses incurred thereto should be shared equally by the parties.

x x x x x x x x[12]

On 2 December 2010, the parties submitted before the trial court a Compromise Agreement,[13] which states:

x x x x x x x x

NOW THEREFORE, the parties hereby agree and stipulate for the following:

- That relocation survey shall be conducted on the involved properties by Engr. Ardel Joseph Argosino and the expenses thereof be equally charged between the First Party and Second Party;
- That the parties agree that they shall be bound by the result of the said survey;
- That the results thereof shall be considered as a final determination of the instant case;

- That the parties agree that this Compromise Agreement and the result of the Relocation Survey shall be incorporated and be considered as the Judgment on a Compromise Agreement.

x x x x x x x x[14]

On 2 December 2010, the trial court issued an Order[15] stating as follows:

Counsel of the respective parties have submitted to the court a compromise agreement duly signed by the parties and its respective counsels only today and the counsels jointly moved to the court to render decision on the basis of the compromise agreement after the completion of the survey return by Ardel Joseph Argocino of the Land Management Office, PENRO, Tandag.

Ardel Joseph Argocino is ordered to come to court to take his oath as one of the members of the commissioner tasked by the court to conduct a relocation survey on the land, subject matter in this case, on December 14, 2010, at 8:30 o'clock in the morning. The survey will be conducted immediately thereafter. Furnish Ardel Joseph Argocino a copy of this order.

x x x x x x x x

On 13 June 2011, counsel for plaintiffs-appellees manifested that the relocation survey of the subject property was already finished and that Engr. Argosino would prepare the corresponding report thereon.[16] The trial court then issued an Order[17] directing Engr. Argosino to prepare and submit the relocation survey report within fifteen (15) days from notice.

However, it appears that no report on the relocation survey was submitted by Engr. Argosino as directed by the trial court.

Thereafter, on 25 July 2011, counsel for defendants-appellants again failed to appear for the scheduled hearing.[18] Consequently, in an Order[19] dated 25 July 2011, the trial court allowed plaintiffs-appellees to continue with the presentation of their second witness, plaintiff-appellee Julio Agosto. In the same Order, the trial court said that defendants-appellants would be given a chance to cross-examine plaintiff-appellee Julio Agosto at the next scheduled hearing on 19 September 2011, otherwise, they will be deemed to have waived their right to conduct their cross-examination.[20]

On 19 September 2011, counsel for defendants-appellants failed to appear for the cross-examination of plaintiff-appellee Julio Agosto without giving proper notice to the trial court.[21] Thus, the trial court issued an Order[22] declaring defendants-appellants to have waived their right to conduct the cross-examination. The trial court then set the case for the presentation of defendants-appellants' evidence.[23]

Plaintiffs-appellees filed their Formal Offer of Exhibits[24] on 26 September 2011. No comment or opposition was thereafter filed by defendants-appellants.[25]

Then, on 20 January 2012, counsel for defendants-appellants again failed to appear for the presentation of defendants-appellants' evidence despite due notice.[26] Accordingly, the trial court declared defendants-appellants to have waived their right to present their evidence and the case was considered submitted for decision.[27]

On 20 February 2012, defendants-appellants filed a Motion for Reconsideration[28] of the trial court's 20 January 2012 Order. Defendants-appellants alleged in their Motion for Reconsideration:

x x x x x x x x

- That the undersigned counsel failed to appear on the scheduled date of hearing before the Honorable Court

due to the fact that on that [s]ame date, he was attending an equally important court hearing set for the last time which is the trial o[n] the merits of a criminal case of his client at the 2nd Municipal Circuit Trial Court of Lanuza, Surigao del Sur, and his presence thereat is a must;

- That supposedly, the undersigned collaborating attorney, Atty. Andrei Andresan will be the one who will attend the said hearing before the Honorable Court at that time but unfortunately, he rushed to Davao City at that very day for an urgent medical check-up due to his illness being suffered;

- That if the Defendants will not be allowed to present their evidence, their side cannot be heard and considered by the Honorable court, thereby denying their right to be heard and the interest of justice will not be fully served.

x x x x x x x x[29]

On 19 March 2012, the scheduled hearing on defendants-appellants' Motion for Reconsideration, counsel for defendants-appellants again failed to appear.[30] The trial court thus issued an Order[31] denying the Motion for Reconsideration.

On 8 August 2012, or after almost five months from the order denying the Motion for Reconsideration, the trial court rendered the assailed Decision in favor of plaintiffs-appellees.

Defendants-appellants now come before this Court in this appeal.

Assignment of Errors

Defendants-appellants submit the following issues in their Appellant's Brief:[32]

I

WHETHER OR NOT THE COURT A QUO ERRED IN DECLARING DEFENDANTS TO HAVE WAIVED THEIR RIGHTS TO PRESENT ITS EVIDENCE DESPITE THE FACT THAT A MOTION FOR RECONSIDERATION WAS SEASONABLY FILED BY DEFENDANT-APPELLANT'S COUNSEL.

II

WHETHER OR NOT THE COURT A QUO ERRED IN DISREGARDING RELEVANT EVIDENCE BY THE DEFENDANTS-APPELLANTS WHICH IS THE KATIBAYAN NG ORIHINAL NA TITULO BLG. P-28636 OVER THE SUBJECT PARCEL OF LAND

III

WHETHER OR NOT THE COURT A QUO ERRED IN DIRECTING THE DEFENDANTS, THEIR WORKERS OR ANY PERSON ACTING ON THEIR BEHALVES (sic) TO VACATE ON THE LAND, SUBJECT MATTER OF THIS CASE AND TO TURN OVER PEACEFULLY THE POSSESSION TO THE PLAINTIFF.[33]

This Court's Ruling

As regards the first issue, this Court finds that the trial court committed no error in declaring defendants-appellants to have waived their right to present evidence.

As already apparent from the above narration of the antecedent proceedings, the records show that defendants-appellants' conduct during the proceedings below reveal their lack of zeal in advancing their interests such that the trial court was justified in ruling that they waived their right to present their evidence.

First, defendants-appellants failed to file their pre-trial brief[34] as required under Section 6, Rule 18[35] of the

Rules of Court.

The Supreme Court has continually stressed the importance of pre-trial in civil cases.[36] As the Supreme Court held in the case of Tolentino, et al. v. Laurel, et al.,[37] pre-trial is not a mere technicality in court proceedings for it serves a vital objective, the simplification, abbreviation and expedition of the trial, if not indeed its dispensation.

The importance of pre-trial in civil actions is highlighted by Sections 4 and 5, Rule 18 of the Rules of Court which state:

Sec. 4. Appearance of parties.- It shall be the duty of the parties and their counsel to appear at the pre-trial. The non-appearance of a party may be excused only if a valid cause is shown therefor or if a representative shall appear in his behalf fully authorized in writing to enter into an amicable settlement, to submit to alternative modes of dispute resolution, and to enter into stipulations or admissions facts and of documents.

Sec. 5. Effect of failure to appear.- The failure of the plaintiff to appear when so required pursuant to the next preceding section shall be cause for dismissal of the action. The dismissal shall be with prejudice, unless otherwise ordered by the court. A similar failure on the part of the defendant shall be cause to allow the plaintiff to present his evidence ex parte and the court to render judgment on the basis thereof.

Section 5, Rule 18 categorically states that the failure of the defendant to appear during pre-trial shall be cause to allow the plaintiff to present his evidence ex parte and for the trial court to render judgment on the basis of the plaintiff's evidence.

On the other hand, Section 6, Rule 18 provides that the failure of the parties to file the pre-trial brief shall have the same effect as failure to appear at the pre-trial.

On top of that, defendants-appellants' counsel failed to appear during the pre-trial. Thus, pursuant to the aforesaid rule, the trial court correctly issued the Order allowing plaintiffs-appellees to present their evidence ex parte on the ground of defendants-appellants' failure to file their pre-trial brief.

Next, defendants-appellants' counsel again failed to appear during the scheduled hearing on 25 July 2011. Accordingly, the trial court allowed plaintiffs-appellees to continue the presentation of their second witness. Although they were still given the chance by the trial court to cross-examine said witness at the next scheduled hearing on 19 September 2011, defendants-appellants' counsel also failed to appear during said hearing. Thus, the trial court declared that defendants-appellants are deemed to have waived their right to cross-examine said witness and set the case for the reception of defendants-appellants' evidence.

During the hearing for the reception of defendants-appellants' evidence on 20 January 2011, counsel for defendants-appellants again failed to appear. Accordingly, the trial court declared that defendants-appellants were deemed to have waived their right to present their evidence. It must be noted further that after defendants-appellants' Motion for Reconsideration to said ruling was denied in the trial court's Order dated 20 February 2012, they no longer assailed said Order before the appellate courts, which was a remedy available to them. Yet they allowed their period to avail of this remedy to pass. Thus, after around seven (7) months, the trial court resolved the case by rendering the assailed Decision. Thus, it appears that said ruling of the trial court was justified by the repeated failure of the defendants-appellants to appear during the hearings, thus exhibiting their lack of zeal in protecting their interests and proving their allegations. For their inaction or omissions, they cannot complain and have only themselves and their counsel to blame.

Defendants-appellants' contentions in connection with the second issue must likewise fail.

It is basic rule in evidence that the trial court shall consider no evidence which has not been formally offered.[38]

As previously discussed, defendants-appellants were deemed to have waived their right to present evidence when they failed to file their pre-trial brief. As a consequence, the pieces of evidence attached to defendants-appellants' pleadings were not formally offered as evidence before the trial court and, thus, could not be given any probative weight.[39]

However, the foregoing rulings notwithstanding, this Court finds that the trial court was precipitate in resolving the case without awaiting the submission of the relocation survey, the result of which was supposed to bind the parties and the final determination of the case, as agreed by the parties in the Compromise Agreement they submitted before the trial court. It must be noted that the factual issue of alleged encroachment presented in the case below involves a technical issue which is best resolved through the presentation of evidence which could allow the court to determine whether or not an encroachment in fact exists, and if so, the extent thereof as well as the cause of the encroachment, i.e., whether the same was caused by an error in the technical description of the properties, or in the identification of the their boundaries on the ground, and the like. As the parties correctly decided, a relocation survey will provide them and the court with an accurate picture of the situation on the ground to aid them and the trial court in resolving the dispute. Thus, the trial court committed a reversible error in resolving the case without awaiting for or compelling the submission of the results of the relocation survey commissioned by the parties with the imprimatur of the trial court.

The plaintiffs-appellees presented the testimonies of plaintiff-appellee Julio Agosto and a certain Roland Manalang who testified through their respective Judicial Affidavits.[40] Plaintiff-appellee Julio Agosto testified, among others, that Lot No. 554, Pls-751 was owned by his father, Jacinto Agosto, and that the same is now registered in the name of the Heirs of Jacinto Agosto.[41] Julio Agosto further testified that in 2005, Pantaleon Pedroso entered and encroached a 5,000 square meter portion plaintiffs-appellees' land and harvested coconuts thereon.[42] On the other hand, Roland Manalang testified that he used to be neighbors with plaintiff-appellee Julio Agosto at Bayan, Marihatag, Surigao del Sur.[43] Roland Manalang likewise corroborated plaintiff-appellee Julio Agosto's testimony as regards defendants-appellants encroachment of plaintiffs-appellees' land.

As it is, based on the evidence presented by plaintiffs-appellees, particularly the testimonies of Roland Manalang and plaintiff-appellee Julio Agosto, no accurate determination could be made as to the existence of any overlapping of boundaries, and if so, the actual extent thereof, considering that an award of actual damages based on occupation was prayed for.

The complaint filed by plaintiffs-appellees is in the nature of an accion reivindicatoria, which is an action whereby the plaintiff alleges ownership over a parcel of land and seeks recovery of its full possession.[44]

An accion reivindicatoria is governed by Article 434 of the Civil Code which states:

Art. 434. In an action to recover, the property must be identified, and the plaintiff must rely on the strength of his title and not on the weakness of the defendant's claim

Under the aforesaid provision, two (2) things must be established in order to successfully maintain an action to recover ownership of a real property: first, the identity of the land claimed, and; second, his title thereto.[45]

In this case, while plaintiffs-appellees' title over Lot No. 554, Pls-751 may no longer be in question since only their evidence was presented, this Court finds that said evidence failed to properly identify the land, particularly in relation to that allegedly possessed by defendants-appellants.

The Supreme Court has held that what really defines a piece of land is not the area mentioned in its description, but the boundaries therein laid down, as enclosing the land and indicating its limits.[46] Thus, the Supreme Court has recognized that the identity of a parcel of land sought to be recovered may be established through the survey

plan of the property.[47] As the Supreme Court held in one case:

Survey is the process by which a parcel of land is measured and its boundaries and contents ascertained; also a map, or plat or statement of the result of such survey, with the courses and distances and the quantity of the land. A case of overlapping of boundaries or encroachment depends on a reliable, if not accurate, verification survey. x x x.[48]

Thus, in the case at bar, the report on the relocation survey was necessary in order to properly identify the portion of plaintiffs-appellees' property actually possessed by defendants-appellants and, consequently, for the trial court to resolve this factual issue as to whether plaintiffs-appellees are entitled to the relief prayed for in their complaint.

It must be emphasized that the parties had already entered into a Compromise Agreement,[49] whereby they mutually agreed to be bound by the result of the relocation survey and that the same shall be considered as the judgment based on a compromise, and the trial court has acted on said Compromise Agreement by ordering that Engr. Argosino take his oath as one of the commissioners tasked by the court to conduct a relation survey. Moreover, it appears from the records that the said relocation survey had already been conducted pursuant to the Compromise Agreement and that all that was left was for Engr. Argosino to submit his report on the said survey.

Therefore, it was error on the part of the trial court to resolve the case without awaiting the submission of the results of the relocation survey despite declaring the defendants to have waived their right to present evidence.

Thus, the Court deems it appropriate to remand the case to the trial court for the latter to require the submission of the results of the relocation survey and thereafter decide the case on the basis thereof as agreed upon by the parties in their Compromise Agreement.

WHEREFORE, in view of the foregoing, the instant appeal is hereby partially GRANTED. The assailed Decision dated 8 August 2012 is hereby REVERSED and SET ASIDE. The instant case is hereby REMANDED to the Regional Trial Court, 11th Judicial Region, Branch 28 of Lianga, Surigao del Sur which is hereby directed to order Engr. Argosino to submit his report on the relocation survey. The trial court is further directed to render its judgment based on the results of the relocation survey as agreed upon in the Compromise Agreement entered into by the parties.

SO ORDERED.

Lloren, J., Ch., and Contreras, JJ., concur.

[1] The case was unloaded to the undersigned ponente pursuant to Office Order No. 03-14-SMBP dated April 1, 2014 as part of his initial caseload.

[2] Rollo, pp. 25-41.

[3] Hon. Judge Alfredo P. Jalad, presiding.

[4] Records, pp. 2-6.

[5] Records, pp. 2-4.

[6] Records, pp. 35-38.

[7] Records, pp. 87-88.

- [8] Records, p. 96.
- [9] Records, p. 111.
- [10] Records, p. 114.
- [11] Records, p. 136.
- [12] Ibid.
- [13] Records, pp. 149-150.
- [14] Ibid.
- [15] Records, p. 156.
- [16] Records, p. 167.
- [17] Ibid.
- [18] Records, p. 174.
- [19] Ibid.
- [20] Ibid.
- [21] Records, p. 177.
- [22] Ibid.
- [23] Ibid.
- [24] Records, p. 193-194.
- [25] Records, p. 205.
- [26] Records, p. 207.
- [27] Ibid.
- [28] Records, pp. 228-230.
- [29] Records, p. 229.
- [30] Records, p. 239.
- [31] Ibid.
- [32] Rollo, pp. 15-23.
- [33] Rollo, p. 15.
- [34] Records, p. 111.

35 Section 6. Pre-trial brief.- The parties shall file with the court and serve on the adverse party, in such manner as shall ensure their receipt thereof at least three (3) days before the date of the pre-trial, their respective pre-trial briefs x x x

x x x x x x x x

Failure to file the pre-trial brief shall have the same effect as failure to appear at the pre-trial.

[36] *The Philippine American Life & General Insurance Company v. Enario*, G.R. No. 182075, 15 September 2010.

[37] G.R. No. 181368, 22 February 2012.

[38] Section 34, Rule 132. Offer of evidence.- The court shall consider no evidence which has not been formally offered. The purpose for which the evidence is offered must be specified.

[39] *Westmont Investment Corporation v. Amos P. Francia, et al.*, G.R. No. 194128, 7 December 2011.

[40] Records, pp. 117-119; Records, pp. 115-116.

[41] Records, p. 117.

[42] Records, p. 118.

[43] Records, p. 115.

[44] *Sps. Cañez v. Sps. Bautista*, G.R. No. 170189, 1 September 2010.

[45] *Heirs of Bienvenido and Araceli Tanyag v. Salome E. Gabriel, et al.*, G.R. No. 175763, 11 April 2012.

[46] *Leonardo Notarte, et al. v. Godofredo Notarte*, G.R. No. 180614, 29 August 2012.

[47] *Ibid.*

[48] *Heirs of Margarito Pabaus v. Heirs of Amanda Yutiamco*, G.R. No. 164356, 27 July 2011.

[49] Records, pp. 149-150.

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