

REPUBLIC OF THE PHILIPPINES, MIGUEL TOLENTINO, SR., ZOI-LA DE CHAVEZ, DEOGRACIAS MERCADO, MARIANO PANTOJA, GUILLERMO MERCADO, AGAPITO REYES, ISIDRO BESAS, LEONA LACHICA, ELENO M...

G.R. No. L-26112. October 04, 1971

Ponente: VILLAMOR, J.

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VILLAMOR, J.:

Pending resolution by this Court in this special civil action are: (1) the Second Motion for Reconsideration filed by respondents Ayala y Cia. and/or Hacienda Calatagan and Alfonso Zobel with leave of this Court, (2) the same respondents' Supplemental Second Motion for Reconsideration and Second Supplement to the Second Motion for Reconsideration, and (3) petitioner Miguel Tolentino's Motion to Order Respondent Judge to Respect and Comply with the Decision of this Court in this case dated June 30, 1967.

Before proceeding to discuss the issues raised at this stage by the parties involved in this case, this Court deems it prudent, in order that it will be better understood why this consensus of opinion was arrived at, to refer back to the jurisprudence squarely applicable to, and in fact, the background of, the case, source of this special civil action.

In cases CA-G.R. Nos. 24186-87-R of the Court of Appeals entitled Antonio Dizon, et al., vs. Juan de G. Rodriguez as Secretary of Agriculture and Natural Resources, Miguel Tolentino, Sr., et al., the said court, in resolving the issue of whether or not possession in or good faith by virtue of a torrens title acquired in good faith does not lose this character except in the case and from the moment the said title is adjudged null and void by a proper court, ruled that such an issue should be re-solved in the affirmative. The said Court of Appeals, pursuant to this ruling, then made the pronouncement that, corollarily, a possessor whose possession has been found to be one in good faith by virtue of such torrens title acquired in good faith, is, therefore, entitled to reimbursement by the owner of the parcels of land, the government of the Philippines in that instance, for the necessary and useful expenses made thereon, with the right of retention until such reimbursement is made. This resolution of the Court of Appeals, which modified the decision previously rendered by it on October 31, 1961, was promulgated on August 20, 1962, (in the said cases CA-G.R. Nos. 24186-87-R) and was elevated on appeal by certiorari to this Court, which appeal was docketed as cases G.R. Nos. L-20300-01 and L-20355-56. This Court, on April 30, 1965, affirmed in toto the said resolution of the Court of Appeals.

However, prior to the promulgation of the above-mentioned resolution of the Court of Appeals on August 20, 1962, the Court of First Instance of Batangas, then presided over by the Honorable Damaso S. Tengco, promulgated its decision in Civil Case No. 373, source of this special civil action, on June 2, 1962. In its said decision, the court a quo, on the question of compensatory damages claimed by plaintiff-intervenor therein, Miguel Tolentino, Sr., merely relied on the decision of the Court of Appeals in the aforementioned cases CA-G.R.Nos. 24186-87-R which was promulgated on October 31, 1961, and which was then not yet modified by the said resolution of August 20, 1962. Consequently, the defendants Dizons therein were considered by the

court a quo as liable for the fruits of Lot 360, Psd 40891, which the said plaintiff-intervenor could have received from March 11, 1954 (Record on Appeal, G.R. No. L-20950, pp. 258-259).

The decision of the court a quo in Civil Case No.373 was appealed directly to this Court where it was docketed as G.R.No. L-20950. Speaking through Mr. Justice Jesus G. Barrera, we there held that:

"However, as we have ruled in this case of Dizon, et al., vs. Rodriguez, etc., et al., there being no showing that defendants Dizons are not purchasers in good faith and for value, they have a right to retention of the property until they are reimbursed of the necessary ex-penses made on the land, which must properly be established and determined.

"It also follows that as such possessors in good faith, the defendants Dizons cannot also be held liable for damages allegedly suffered by other parties on account of their possession of the property.

xx xx xx xx

"WHEREFORE, thus modified, the decision of the lower court appealed from is hereby affirmed. No costs.

"SO ORDERED."

After our decision in the said case G.R. No. L-20950, May 31, 1965, had become final and executory, the court a quo on December 27, 1965, issued a writ of execution commanding the Sheriff of Rizal to, among others, cause the defendants, private respondents herein, to jointly and severally pay plaintiff-intervenor Miguel Tolentino, Sr., petitioner herein, compensatory damages in the sum of P3,000.00 a year per hectare of Lot 360 (which consists of 29.8634 hectares) from March 11, 1954, until he is placed in lawful possession of the said lot. This writ of execution, obviously, was based on the impression of the court a quo that since paragraph (c) of its judgment in the said Civil Case No. 373 ordered all the defendants to jointly and severally pay intervenor Miguel Tolentino, Sr., such compensatory damages, and since the decision of this Court in the said case G.R. No. L-20950 appears to have absolved only the Dizons from the payment of such compensatory damages, then the other set of defendants therein, i.e., Ayala y Cia., Hacienda Calatagan and/or Alfonso Zobel, private respondents herein, remain solidarily liable to pay intervenor Miguel Tolentino, Sr., the compensatory damages awarded to him by the court a quo in its said decision.

Upon motion of co-defendants Ayala y Cia., Hacienda Calatagan and/or Alfonso Zobel, the court a quo, on January 18, 1966, temporarily suspended the enforcement of the said writ of execution. On February 2, 1966, His Honor, the respondent Judge, issued an order quashing the writ of execution of December 27, 1965, on the ground that nowhere in the decision of the court a quo of June 2, 1962, nor in the decision of this Court in case G.R.No.L-20950, is there any pronouncement that defendants Ayala y Cia., Hacienda Calatagan and/or Alfonso Zobel have been found to be possessors in bad faith and, therefore, liable for the payment of damages to Miguel Tolentino, Sr. The court a quo further based its order quashing the said writ of execution obviously on the ground of estoppel, i.e., that, precisely, on May 31, 1965, plaintiff and intervenor Miguel Tolentino, Sr., filed a Motion for Reconsideration in case SC--G.R.L-20950 wherein he insisted that all the defendants be declared possessors in bad faith and liable for compensatory damages. This Motion for Reconsideration, however, was denied by this Court.

Plaintiff-intervenor Miguel Tolentino, Sr., then came up to this Court in this Special Civil Action for certiorari and mandamus for the issuance of an order for the respondent Judge to execute the decision of the court a quo in Civil Case No. 373 against herein private respondents and to annul the orders of the court a quo suspending the enforcement of the writ of execution of December 27, 1965 (order of January 18, 1966); quashing the same writ of execution (order of February 2, 1966); denying the motion of plaintiff Republic of the Philippines and

Intervenor Tolentino for the issuance of another writ of execution of paragraph (a) of the decision in the said Civil Case. 373 (order of February 8, 1966); and denying the motion for reconsideration of these orders of February 2 and 8, 1966 (order of April 13, 1966). On June 30, 1967, this Court rendered a decision in this case annulling the said orders of respondent Judge of January 18, February 2 and 8, and April 13, 1966. A Motion for Partial Reconsideration under date of August 3, 1967, was filed by counsel for the respondents, Attys. Jalandoni and Jamir. This motion was denied by our resolution of September 13, 1967. On September 19, 1967, a Second Motion for Reconsideration was filed by the respondents through the same counsel. A supplemental Second Motion for Reconsideration under date of September 22, 1967, was also filed for the same respondents, this time by Atty. Rafael Recto. A Second Supplement to the Second Motion for Reconsideration under date of October 12, 1968, was likewise filed by the said respondents. Since then, many pleadings, motions, memoranda, etc., have been filed before this Court with respect to the incident of the said Second Motion for Reconsideration of the private respondents. We are now called upon to resolve the issues raised by all these pleadings, motions and memoranda.

After a careful and painstaking study of all the said pleadings, motions, memoranda and other pertinent papers, as well as the record of this case, with respect to the issues which this Court is now called upon to resolve, it is our considered opinion that the decision of this Court promulgated on June 30, 1967, should be reconsidered and set aside, not only on the grounds of law and justice but also on the ground of equity. This is because we can find no justification for an award of compensatory damages in favor of petitioner Miguel Tolentino, Sr., much less make the private respondents herein liable for such damages. As the lessee of the government, his cause of action was necessarily against his lessor due to the failure of the latter to place him in peaceful possession of the property leased to him. By analogy, when a lessee rents a building which turns out, however, to be occupied by another person, and the former cannot obtain possession, his (the lessee's) cause of action is against the lessor for breach of contract in that the latter violated the obligation of delivering to him the peaceful possession of the leased premises. The lessee has no cause of action against the possessor because he has no relation, contractual or ex-delicto, with the latter.

A study of the Record on Appeal in Civil Case No. 373 of the court a quo case G.R. No. L-20950 of this Court, shows that there is nothing therein to support a construction or interpretation of the judgment of the lower court in the sense that it makes the private respondents in this special civil action liable for the compensatory damages awarded to petitioner Miguel Tolentino, Sr. In point, there is nothing in the findings of fact or conclusions of law of the decision of the lower court in the said Civil Case No. 373 which could form the basis for an award of damages in favor of petitioner Miguel Tolentino, Sr., and against the private respondents in this special civil action. Pursuant to these findings, it inextricably becomes our considered opinion that to construe the dispositive portion of the decision of the lower court in Civil Case No. 373 otherwise would mean the rendition of a verdict or judgment with absolutely nothing to support it, and in fact would constitute a plain and open contradiction of the conceded and admitted facts of the case. Such a verdict or decision, therefore, would be void (*Edwards vs. McCoy*, 22 Phil. 598, 601).

Furthermore, a minute scrutiny of the same Record on Appeal in case SC-G.R.No.L-20950 reveals the fact that the amended complaint of plaintiff Republic of the Philippines in that case is made up, by way of summary, of the following allegations:

(a) The first cause of action (pp. 2-5, Record on Appeal) alleges, in brief, the irregular registration of close to 2,500 hectares of public land by defendant Alfonso Zobel;

(b) The second cause of action (pp. 5-6, Record on Appeal) alleges the fraudulent and malicious sale and/or lease of the lots in this public land to other persons, including the defendants Dizons;

(c) The third cause of action (pp. 7-10, Record on Ap-peal) alleges the filing with, and approval by, the Depart-ment of Agriculture and Natural Resources of the fishpond application of, among others, herein petitioner Miguel Tolentino, Sr. Paragraph 19 of the same amended complaint of the Republic of the Philippines under this cause of ac-tion (p. 10 of the said Record on Appeal) alleges damages of approximately P500,000.00 in the form of uncollected rentals from the permittees and awardees of the applicants to the said fishponds. This allegation of damages in the form of uncollected rentals, clearly, cannot be construed as applicable to petitioner Tolentino's claim for damages or to the award of compensatory damages in his favor since his claim is for unrealized earnings and profits for prawns, crabs and milkfish (pp. 24-25, Record on Appeal);

(d) The fourth cause of action (pp. 10-11, Record on Appeal) alleges the right of the plaintiff and/or its per-mittees or lessees to the use, enjoyment and possession of the lots, subject matter of Civil Case No. 373 of the lower court.

Clearly, the amended complaint of plaintiff Republic of the Philippines in Civil Case No. 373 of the court a quo cannot be construed or interpreted in such a manner as to constitute a basis for an award of compensatory damages in favor of petitioner Miguel Tolentino, Sr., since the damages claimed therein are alleged to be uncollected rentals from the permittees and awardees, or lessees, of the lots, subject matter thereof.

With respect to the complaint-in-intervention of peti-tioner Miguel Tolentino, Sr., (pp. 15-32 of the same Record on Appeal), the following constitute his allegations:

(a) In paragraph 1 (pp. 15-16, Record on Appeal), he adopts allegations Nos. 1 to 22 of the complaint of the plaintiff Republic of the Philippines;

(b) Paragraphs 2 to 7 (pp. 16-20, Record on Appeal) complain of the alleged acts of usurpation made by defend-ant Alfonso Zobel, et al.;

(c) Paragraphs 8 to 15 (pp. 20-24, Record on Appeal) allege the fraudulent sale of several lots of Psd 40891 to the Dizons, et al.; the dismissal by the Secretary of Agri-culture and Natural Resources of the protests by the lessees and vendees of Ayala y Cia., and/or the Hacienda Calatagan against the orders of the Director of Fisheries for them to vacate the said fishponds; and the alleged right of plaintiff-intervenor Miguel Tolentino, Sr., to the posses-sion of Lot 360 of Psd 40891 from the date of the filing of the latter's application on March 11, 1954;

(d) Paragraph 16 (pp. 24-25, Record on Appeal) which is entitled "DAMAGES" merely alleges that he (Tolentino) had

“x x x suffered and will further suffer in-calculable damages in the form of earnings and profits in the amount of P3,000.00 for 'sugpo', P3,000.00 for 'alimango' and P1,000.00 for 'ba-ngos' for each of the two (2) harvests a year of the 29.2638 hectares of the public fishponds, Lot 360 of Psd-40891 since March 11, 1954; as well as P100,000.00 moral, punitive and exemplary damages, he having unlawfully been deprived of his right to possess and enjoy the said fishpond.”

(e) Paragraphs 17 to 22 merely allege technicalities of failure to appeal by the defendants Dizons, from the orders of the Director of Fisheries for them to vacate the public fishponds; arguments dwelling on res judicata; and his (plaintiff-intervenor Tolentino's) alleged right to the enjoyment or possession of the lot he applied for as a basis for his additional prayer for the issuance by the court a quo of a writ of preliminary injunction against the defendants from committing acts of dispossession and usurpation against him.

Clearly, therefore, there is no allegation for damages made by petitioner Miguel Tolentino, Sr., in his complaint--in-intervention in Civil Case No. 373 of the court a quo against the private respondents in this case. His allega-tion that he suffered damages in the form of unrealized earnings and profits as quoted above does not

satisfy the requirement of allegation of ultimate facts constituting the act or omission of the respondents in this case in violation of his legal rights and for which, consequently, the latter should then be ordered to pay him compensatory damages. In brief, while it is true that he alleged that he suffered damages, yet he did not allege who caused him to suffer these damages; who is responsible therefor; and why precisely or additionally the respondents in this case should be liable therefor. Implicitly and necessarily, at the most, his allegation of having suffered the said damages must be construed as directed against whoever was in possession of the said fishpond-lots at the time he should have started to possess the same. And there is no dispute over the fact that only the Dizons were in possession of these fishpond lots at that time or on March 11, 1954, when petitioner Miguel Tolentino, Sr., filed his fishpond lease application with the Bureau of Fisheries.

It should be remembered that every complaint must state at least the ultimate facts upon which a party relies for his cause of action. Hence, since there is no allegation of ultimate facts by petitioner Miguel Tolentino, Sr., in his complaint-in-intervention against the respondents in this case regarding what act or omission by the latter caused him damages, how can there be, in effect, an award of damages against the private respondents in the case, source of this special civil action? It must also be remembered that every ordinary civil suit must be based on the presence of a cause of action. And a cause of action, to exist, must have the following elements:

1. Legal right of the plaintiff;
2. Correlative obligation of the defendant; and
3. Act or omission of the defendant in violation of said right. (I Moran, Comments on the rules of Court, 1963 ed., p. 91.)

As stated above, there is no allegation in the said petitioner's complaint-in-intervention that the private respondents in this case committed an act or omission in violation of his legal rights. In his third cause of action (p. 24, Record on Appeal, G.R. No. L-20950), he merely alleged damages due to the "defendants' stubborn refusal to vacate the portion of the public land x x x", Lot 360 of Psd 40891. This allegation, even if construed to satisfy the third element of a cause of action, can apply only to the Dizons who were the owners and possessors when petitioner Miguel Tolentino, Sr., applied for a lease of that lot on March 11, 1954. However, the same allegation clearly cannot be construed or considered to constitute an ultimate statement of any act or omission on the part of the private respondents in this case (Ayala y Cia., et al.) in violation of Tolentino's alleged right of possession. For, conceding an instance of following events to their natural conclusion, i.e., granting that the Dizons immediately turned over the possession of Lot 360 to petitioner Miguel Tolentino, Sr., when the latter filed his fishpond lease application on March 11, 1954, and acknowledged the title of the government over that same lot, could petitioner Miguel Tolentino, Sr., validly sue the respondents in this case, Ayala y Cia., et al., for damages? Obviously not. In fact, neither could he have sued the Dizons also, for he then would not have any cause of action against both the respondents in this case and the Dizons.

Granting, however, the foregoing pronouncements to be not indubitable, still the fact remains that this Court should not base its impressions on a merely casual reading of the dispositive portion of the decision of the lower court in Civil Case No. 373. As we have stated in the case of Policarpio vs. Philippines Veterans Board, et al., 106 Phil. 125, 131, to get the true intent and meaning of a decision, no specific portion thereof should be resorted to but the same must be considered in its entirety. Hence, in order to arrive at a just and equitable solution to the issues presented to this Court by this special civil action, we must read the decision of the lower court in Civil Case No. 373 as a whole. If, in the said decision of the lower court, there is a finding of fact or conclusion of law that the private respondents herein, who were co-defendants along with the Dizons therein, were included in the liability for compensatory damages to herein petitioner Miguel Tolentino, Sr., then we may say that our decision in this special civil action should stand. But if, as may be found after the said thorough and painstaking study of

the issues and background of this case, the said decision of the lower court (particularly pp. 218-219, and 257-259, Record on Appeal, G. R. No. L-20950, quoted verbatim hereafter) considered only the Dizons as liable to Tolentino for damages, then the necessary implication would be that the private respondents in this special civil action were not in reality included in the liability for damages to petitioner Miguel Tolentino, Sr. Expressio unius est exclusio alterius.

This Court has promulgated many cases, viz., *Velez vs. Martinez, et al* 63 Phil., 231; *De Ralla vs. Director of Lands*, 83 Phil 491; *Morelos vs. Go Chin Ling, et al.*, 105 Phil 814; and *Villones et al. vs. Nable et al.*, 85 Phil., 43, wherein it was held judgment must not be read separately but in connection with the other portions of the decision of which it forms a part. Hence, it behooves this Court now to be not overly technical and refuse to read the decision of the lower court as a whole or confine itself to the fallo thereof only. Rather, the decision of the court below should be taken as a whole and considered in its entirety to get the true meaning and intent of any particular portion thereof (*De Ralla vs. Director of Lands supra*). Neither is this Court inclined to confine itself to a reading of the said fallo literally. On the contrary, the judgment portion of a decision should be interpreted and construed in harmony with the ratio decidendi thereof (*Morelos vs. Go Chin Ling, supra*). As stated in the case of *Policarpio vs. Philippine Veterans Board, et al supra*, to get the true intent and meaning of a decision, no specific portion thereof should be resorted to but the same must be considered in its entirety. Hence, a resolution or ruling may and does appear in other parts of the decision and not merely in the fallo thereof. Applying these principles to this case, therefore the pertinent portion of the decision in Civil Case No. 373 of the court a quo which states:

"Corollary to the present case, Civil Cases Nos. 135 and 136 of this Court were ventilated between the same parties as test cases over fish-ponds, with similar and identical nature to those now disputed and the Court of Appeals sustaining the findings of this Court ruled on October 31, 1961 that the defendants' subdivision titles are null and void and that the fishponds in question which have been in the possession of the Dizons belonged to the public domain and outside Transfer Certificate of Title No. 722, and that the Dizons were liable for damages suffered by defendants Tolentino" (p. 218, Record on Appeal, G.R.No.L-20950) (Underscoring supplied)

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"To the mind of the Court, insofar as this Lot 360 is concerned, the Dizons began possessing in bad faith from the time that they became aware of a defect in their title or mode of acquisition (Art. 526 of the Civil Code, *Leung Yee v. Strong Machinery Company*, 37 Phil. 644). This was on March 11, 1954, when the Director of Fisheries dismissed their protest to the fishpond application of the Tolentinos on the ground that the fishpond was outside the boundaries of Hacienda de Calatagan and a part of the territorial sea. As such possessor, they are liable for the fruits received as well as those which the lawful possessors would have received pursuant to Article 54 of the Civil Code. From the time this complaint has been filed up to the present, it has been admitted that the defendants Dizons are in possession of the portion of the sea denominated as Lot 360 of Psd 40891. Evidence shows that the fruits that could be received were P1,000.00 per hectare of milkfish or bangos, and P2,000.00 per hectare for shrimps, crabs and other fishes. Intervenor Tolentino should therefore be awarded damages in the sum of P3,000.00 a year per hectare from March 11, 1954 until he is placed in lawful possession of the fishpond in Lot 360." (Ibid., pp. 258-259) (Underscoring supplied.)

should control the deliberations of this Court in this case. In other words, it is clear from the above-quoted portions of the decision of the court a quo that only the Dizons, and not herein private respondents as well, were intended by the court a quo to be liable for compensatory damages to petitioner Miguel Tolentino, Sr., for the reason, as stated by the same court a quo, that the former were admittedly the only ones in possession of the portions of the sea denominated as Lot 360 of Psd 40891, and not herein private respondents also, at the time

when petitioner Miguel Tolentino, Sr., filed his fishpond lease application with the Bureau of Fisheries on March 11, 1954.

Additionally, article 10 of the Civil Code states that “[i]n case of doubt in the interpretation or application of laws, it is presumed that the lawmaking body intended right and justice to prevail.” This mandate of law, obviously, cannot be any less binding upon the courts in relation to its judgments.

“x x x The judgment must be read in its entirety, and it must be construed as a whole so as to bring all of its parts into harmony as far as this can be done by fair and reasonable interpretation and so as to give effect to every word and part, if possible, and to effectuate the obvious intention and purpose of the Court, consistent with the provisions of the organic law.” (49 C.J.S., pp. 863-864.)

“Doubtful or ambiguous judgments are to have a reasonable intentment to do justice and avoid wrong. When a judgment is susceptible of two interpretations, that will be adopted which renders it the more reasonable, effective, and conclusive, and which makes the judgment harmonize with the facts and law of the case and be such as ought to have been rendered x x x.” (49 C.J.S., pp. 865-866.)

“When language of decree is susceptible of two constructions, from one of which it follows that the law has been correctly applied to facts and from other that law has been incorrectly, applied, that construction should be adopted which correctly applies the law.” (Footnote of 49 C.J.S., p. 866.)

“x x x Necessary legal implications are included although not expressed in terms, but the adjudication does not extend beyond what the language used fairly warrants. The legal effect, rather than the language used, governs. In cases of ambiguity or doubt, the entire record may be examined and considered. Judgments are to have a reasonable intentment. Where a judgment is susceptible of two interpretations, that one will be adopted which renders it more reasonable, effective and conclusive, and which makes the judgment harmonize with the facts and law of the case and be such as ought to have been rendered. x x x” (34 C.J. 502.)

“As a general rule, judgments are to be construed like other written instruments. The determinative factor is the intention of the court, as gathered from all parts of the judgment itself. In applying this rule, effect must be given to that which is unavoidably and necessarily implied in a judgment, as well as to that which is expressed in the most appropriate language. Such construction should be given to a judgment as will give force and effect to every word of it, if possible, and make it as a whole consistent, effective and reasonable. Sometimes, it is declared that the interpretation of a judgment must be characterized by justice and fairness. If a judgment is susceptible to two interpretations, one of which would render it legal and the other illegal, the court will adopt the former.

“The judgment may be read in connection with the entire record and construed accordingly, at least where there is uncertainty and ambiguity. In the latter case, it is proper to consider the pleadings, and verdicts or findings, in light of the applicable statutes. If a finding is inconsistent with the judgment proper or decretal part of the decree, the latter must control. The issues involved in the action are also important factors in determining what was intended by the judgment.” (30A Am. Jur., pp. 212-213.) (Underscoring supplied.)

The foregoing pronouncements find support in the case of *Locsin, et al. vs. Paredes et al.*, 63 Phil., 87, 91-92, wherein this Court allowed a judgment that had become final and executory to be “clarified” by supplying a word which had been inadvertently omitted and which, when supplied, in effect changed the literal import of the original phraseology, thus:

“x x x it clearly appears from the allegations of the complaint, the promissory note reproduced therein and made a part thereof, the prayer and the conclusions of fact and of law contained in the decision of the respondent judge, that the obligation contracted by the petitioners is joint and several and that the parties as well as the trial Judge so understood it. Under the juridical rule that the judgment should be in accordance with the allegations, the evidence and the conclusions of fact and of law, the dispositive part of the judgment under

consideration should have ordered that the debt be paid severally, and in omitting the word or adverb 'severally' inadvertently, said judgment became ambiguous. This ambiguity may be clarified at any time after the decision is rendered and even after it had become final (34 Corpus Juris, 235, 236.) The respondent judge did not, therefore, exceed his jurisdiction in clarifying the dispositive part of the judgment by supplying the omission". (Underscoring supplied).

This is so because, in the first place, if an already final judgment can still be amended to supply an omission committed through oversight, this simply means that in the construction or interpretation of an already final decision, the fallo or dispositive portion thereof must be correlated with the body of such final decision. This is precisely what happened in the above-cited case.

In the second place, granting that an amendment may be limited to the supplying only of an omission, then it may be correctly argued that a perusal of the fallo of the lower court's decision, in relation to the body thereof, shows, by simple logic, that the letters "se" were inadvertently omitted from the word "the" in paragraph (c) of the decision of the court a quo in Civil Case No. 373. Such omission, therefore, may be supplied to conform with the spirit of the decision as contained in the body thereof. In other words, paragraph (c) should have read "ordering all these defendants x x x", hence, a clear case of omission. This is the only logical conclusion applicable to this issue in this case because the succeeding paragraph (d) of the fallo of the lower court's decision which restrains and enjoins the exercise of further acts of ownership and possession again uses the phrase "all the defendants". Since, even prior to the time of the filing of Civil Case No. 373 before the lower court, only the Dizons were the registered owners and possessors of Lot 360, Psd 40891, cause of the award of damages by the court a quo, this paragraph (d) of the judgment in the said Civil Case No. 373 could then apply only to the Dizons. Likewise, therefore, it is obvious that in this paragraph (d), of the judgment of the court a quo in Civil Case No. 373, the word "these" was the one intended to be used by the lower court, and not the word "the"; hence, a case of omission again of the letters "se" from the word "the" in that paragraph (d). This observation is conclusively supported by the fact that the last paragraph (e) of the said decision of the lower court which orders the defendants to jointly and severally pay the costs of the suit does not contain the word "all" anymore. Hence, this paragraph (e) was clearly intended by the lower court to apply also to the private respondents in this case, as well as the Dizons, since all the defendants lost their case before the court a quo. In fine, the word "all", therefore, was clearly meant by the lower court to apply only to the several defendants Dizons as specifically identified in the second paragraph (b) of the fallo of its decision. Of course, it could also be that the word "said" should have been placed between the words "the" and "defendants" in the said paragraph (c), but was inadvertently omitted by the trial Judge or his typist. This is especially so considering the fact that paragraph (a) of the judgment of the court a quo ends with a period as shall be shown and discussed hereafter.

In the third place, if an already final decision can still be amended by means of supplying an omission, there is no reason why we cannot take the reverse proposition as also true, i.e., that words which were not really intended by the body of the decision to appear in the fallo thereof should also be stricken off or, at the very least, interpreted in a manner so as not to refer to what was, in the first place, not intended by the lower court. As the said case of *Locsin et al. vs. Paredes, et al.* supra, states, ambiguity is not merely confined to a literal one, but may arise where the dispositive portion of the judgment under consideration is not in accordance with the allegations and the evidence of the parties, and the conclusions of fact and of law of the lower court.

In the fourth place, if an amendment may be allowed after a decision has already become final, such amendment may consist either in the supplying of an omission (as in the said case of *Locsin, et al. vs. Paredes, et al.*, supra); the striking out of a superfluity (the word "all") in the fallo thereof; or the interpretation of an ambiguous phrase therein in relation to the body of the decision which gives it life. But the body of the lower court's decision does not say anything about the private respondents in this case being liable for damages in favor of petitioner Miguel

Tolentino, Sr. The spring cannot rise higher than the source.

The decision in case G.R.No. L-26112 pronounced that the judgment in Civil Case No. 373 (G.R.No.L-20950) has been affirmed except only as regards subdivision (c) thereof which should be modified so as to read, in effect, as follows:

"(c) Ordering the defendants, except the Dizons, to jointly and severally pay x x x and except also insofar as the Dizons have pursuant to the decision, as amended -- the right of retention therein stated." (p. 5, Decision, G.R.No. L-26112).

After a mature deliberation upon that pronouncement of this Court as contained in the said decision in this case, we now do not agree with the observation that the decision in G.R. No. L-20950 is confined to these two (2) modifications only. Paragraph (b) of the said judgment of the court a quo which orders the defendants Dizon to vacate Lot 360 in favor of petitioner Miguel Tolentino, Sr., is also necessarily modified so as to make them vacate the said Lot 360 only from the moment they are reimbursed the necessary and useful expenses they incurred thereon. Paragraph (d) which restrains and enjoins "all the defendants from further acts of ownership and possession over Lot 360", etc., is also necessarily modified in the sense that the Dizons, who are the present possessors of the said Lot 360, cannot be restrained or enjoined from exercising acts of possession thereon until their right of retention is terminated by, again, their being reimbursed their said necessary and useful expenses. These observations only go to show that, really, this Court cannot just fold its arms and react in a merely passive manner by confining itself in this present case to considering paragraph (c) of the dispositive portion of the decision of the lower court in Civil Case No. 373 as standing alone. A contrario, it should read such dispositive portion as a whole. In fact, the whole decision itself, including the opinion portion thereof, should be read in order to arrive at the true meaning of any of its parts. And in so doing, especially as revealed by the body of the decision in Civil Case No. 373 of the court a quo (particularly the previously quoted portions appearing in pp. 218-219 and n. 258, et seq., of the Record on Appeal in case G.R.No.L-20950) the wording of the same decision was clearly for only the Dizons to pay damages to petitioner Miguel Tolentino, Sr. In brief, to say that the decision in case SC-G.R.No. L-20950 modifies only paragraph (c) of the decision of the lower court in Civil Case No. 373 would be inconsistent with the obvious effects of the former decision upon paragraphs (b) and (d) of the latter decision. This is because, unquestionably, the Dizons can neither be made to vacate nor be restrained from exercising acts of possession over the lots in question in Civil Case No. 373 of the lower court until they are reimbursed their expenses thereon.

Going now to the dispositive portion of the judgment of the court a quo in Civil Case No. 373 as reproduced in pp. 259-260 the Record on Appeal in Case SC-G.R. No. L-20950, it should be noted that paragraph (a) thereof ends with a period, whereas paragraphs (b), (c) and (d) respectively end with a semi-colon. This fact is being brought out here to stress the fact that an examination of the said Record on Appeal shows that the said paragraph (a) of the dispositive portion of the decision of the Court of First Instance of Batangas really ends with a period, and not with a semi-colon as the decision in this case of June 30, 1967, erroneously reproduces therein, thus:

"WHEREFORE, judgment is hereby rendered as follows:

"(a) Declaring as null and void Transfer Certificate of Title No. T-9550 (or Exhibit '24') of the Register of Deeds of the Province of Batangas and other subdivision titles issued in favor of Ayala y Cia. and/or Hacienda de Calatagan over the areas outside its private land covered by TCT No. 722, which, including the lots in T-9550 (Lots 360, 362, 363 and 182) are hereby reverted to public dominion.

"(b) Ordering Defendants Antonino Dizon, Lucia Dizon, Adelaida Dizon Reyes, Consolacion Dizon Degollacion, Artemio Dizon, Ruben Dizon, Amoranda Dizon and Zenaida Dizon, to vacate Lot 360 in favor of

intervenor Miguel Tolentino;

“(c) Ordering all the defendants to jointly and severally pay Intervenor Miguel Tolentino compensatory damages in the sum of P3,000.00 a year per hectare of Lot 360 from March 11, 1954, until he is placed in lawful possession of the said area;

“(d) Restraining and enjoining all the defendants from further acts of ownership and possession over Lots 360, 362, 363 and 182 of Psd-40891; and

“(e) Ordering the defendants to jointly and severally pay the costs.

"IT IS SO ORDERED."

Hence, paragraph (a) of the dispositive portion of the decision of the lower court, which paragraph declares as null and void Transfer Certificate of Title No. T-9550 of the Registry of Deeds for the Province of Batangas "and other subdivision titles issued in favor of respondents Ayala y Cia., and/or Hacienda de Calatagan over the areas outside its private land covered by TCT No. 722, x x x" was obviously intended by the lower court to be a ruling entirely distinct and separate from the succeeding paragraphs of the same dispositive portion of the said decision. This can only be so since the said paragraph (a) refers exclusively to the private respondents in this case, while the succeeding paragraph (b), which is an order to vacate, refers only to, and in fact specifically names and enumerates, the defendants Dizons, namely, Antonino, Lucia, Adelaida, Consolacion, Artemio, Ruben, Amoranda and Zenaida, all surnamed Dizon. This paragraph (b), obviously, does not refer to Ayala y Cia., Alfonso Zobel and/or Hacienda de Calatagan, private respondents herein, for the simple reason that they are not in possession of Lot 360, Psd-40891, as stated therein. Consequently, paragraph (c), the issue in this special civil action, of the same dispositive portion of the decision of the lower court which orders "all the defendants to jointly and severally pay compensatory damages x x x" to Miguel Tolentino, Sr., which paragraph is necessarily connected to the preceding paragraph (b) since the latter ends with a semi-colon, can only refer to the defendants Dizon.

To reiterate, it should be noted that the damages awarded in this paragraph (c) of the judgment of the court a quo in Civil Case No. 373 are compensatory. Hence, these damages refer only to, at the earliest, when Tolentino allegedly suffered them or when his cause of action accrued on March 11, 1954, when he filed his fishpond lease application with the Bureau of Fisheries. But at that time, only the Dizons were the possessors and registered owners of Lot 360, Psd-40891, subject matter of petitioner Miguel Tolentino, Sr.'s complaint-in-intervention. Hence, such order to pay damages could only have been meant against the Dizons.

Moreover, to award damages in favor of petitioner Miguel Tolentino, Sr., and against herein private respondents would violate the cardinal rule that a judgment must conform to and be supported by both the pleadings and the proofs, and should be in accordance with the theory of the action on which the pleadings were framed and the case was tried (*secundum allegata et probata*).

Dwelling now on the issue of the alleged bad faith of herein private respondents, granting, *arguendo*, that the latter were the ones who caused error by using the magnetic survey method resulting in the inclusion of Lot 360 of Psd-40891 of the Batangas Cadastre in their certificate of title (due to their causing the preparation of a composite plan which led to the issuance of TCT No. 20), still they should not be made liable for damages to petitioner Miguel Tolentino, Sr. In the first place, to follow such a theory would lead to absurd consequences. This because in such a case, the surveyor and even the manufacturer of the magnetic-method surveying equipment himself, would, if such a contention is to be upheld, be also liable for damages to petitioner Miguel Tolentino. By analogy, where a pedestrian is injured in an automobile accident, to follow such a theory would lead to the absurd conclusion that the manufacturer of the automobile should also be liable for damages in favor of that pedestrian because by manufacturing such automobile, this act provided the occasion for the accident to happen.

Clearly, this would lead to an unbroken chain of liability going back to the very first material used in the manufacture of that automobile, i.e., the steel manufacturer or, even further, the iron ore liner. In the second place, it is a fact that magnetic surveys can lead to error like, for example, where the survey should actually result in a curve, what appears is a straight line. The private respondents in this case, therefore, are not guilty of bad faith. Besides, and in any event, bad faith is a cause of action based on tort which, as applied to the case, source of this special civil action, has already prescribed, particularly with respect to petitioner Miguel Tolentino, Sr. This is because the alleged fraudulent survey facilitated by the said composite plan was performed during the year 1949 (Decision, Record on Appeal, G.R.No. L-20950, p. 169), and therefore, an action based on such a tortious act, if tenable, would have prescribed in 1953 or four (4) years thereafter (Art. 1146, Civil Code).

As previously stated above, the decision of the Court of First Instance of Batangas on this issue of damages in Civil Case No. 373, source of this special action, relied entirely on the decision of the Court of Appeals in CA-G.R Nos. 24186-87-R, October 31, 1961, awarding damages in favor of Miguel Tolentino, Sr., and against the Dizons. The said decision of the Court of First Instance of Batangas was promulgated on June 2, 1962. This date was prior to the date of the resolution of the Court of Appeals of August 20, 1962, modifying its above-mentioned decision of October 31, 1961, in the said cases CA-G.R.Nos. 24186-87-R. In that resolution and as previously expounded upon above, plaintiffs-appellants Antonio Dizon, et al., were eventually absolved from liability for damages, in favor of Miguel Tolentino, Sr., who is also the petitioner in this case, and the former were given the right of retention of the properties, subject matter of those cases, until they are reimbursed the useful and necessary expenses they made thereon. The said resolution of the Court of Appeals of August 20, 1962, was affirmed in toto by this Court in G.R.Nos.L-20300-01 and L-20355-56. It is therefore the opinion of this Court now that were it not for this circumstance of date regarding dates, i.e. that the said resolution in cases CA-G.R.Nos. 24186-87-R was promulgated subsequent to the decision of the court a quo in Civil Case No. 373, there would surely be no dispute about this matter since the lower court would then not have relied for its ruling on this issue of damages upon the original decision of the Court of Appeals in those cases as cited above. In brief, the court a quo would not have made any award of damages in favor of petitioner Miguel Tolentino, Sr. in Civil Case No. 373 if its decision had been promulgated after the issuance by the Court of Appeals of its said modifying resolution as affirmed later or by this Court in cases G.R. Nos.L-20300-01 and L-20355-56.

The damages now being sought to be, in effect, awarded to petitioner Miguel Tolentino, Sr., being compensatory, such damages must be only against those responsible therefor when his cause of action accrued, that is, the Dizons. However, the latter were absolved by us from such liability our decision in case G.R. No. L-20950.

In point, it should be borne in mind that a case may be filed only when there is a cause of action present or upon the accrual of a cause of action. There is no dispute that the cause of action of petitioner Miguel Tolentino, Sr., arose at the earliest, from the time that he filed his fishpond lease application for Lot 360 of Psd-40891 in 1954, a time when only the Dizons were in possession and were the registered owners thereof. Aside from the fact that the cause of action of petitioner Miguel Tolentino, Sr., as stated previously above, was against his lessor (the Government) for the latter's inability to comply with its obligation to place him in possession of what was leased to him, a ruling which, in effect, would make the private respondents herein liable for damages to the petitioner would be tantamount to this Court's giving sanction to the allowing of a case to be filed and decided favorably by a lower court, although the cause of action there had not yet accrued or where none exists. Therefore, had the said petitioner filed a case in the nature of the one he did file in Civil Case No. 373 of the Court a quo against the private respondents herein at the time when the latter were still the registered owners and possessors, his complaint would, at the very least, have been premature since his fishpond lease application had not yet been filed by him with the government at that time. In other words, there absolutely is no reason for awarding compensatory damages against a prior possessor and registered owner (the respondents in this case), even

assuming that the latter were in bad faith, in favor of a person who did not have a cause of action against him. The filing of a fishpond lease application by petitioner Miguel Tolentino, Sr. was a condition sine qua non for his cause of action to accrue or come about. Hence, damages in his favor, if any, can be assessed only against those who deprived him of his right of possession of the said Lot 360 of Psd-40891 at the time he filed the said fishpond lease application on May 11, 1954, provided, of course, that the latter are found in bad faith. Thus, even if the predecessor of the present possessors were in bad faith, they cannot be held liable in favor of a person who did not have a cause of action against him. This is an elementary rule of civil procedure.

With respect to the equitable aspect of this case, the injustice of, in effect, an award of damages against the respondents in this special civil action is very obvious. As stated above, neither the decision of the lower court in Civil Case No. 373 nor the decision of this Court in G.R. No.L-20950 has made any finding as to the amount of the necessary and useful expenses that will have to be reimbursed to the present possessors, the Dizons. The decision in the said case G.R. No. L-20950, in fact, stated that those expenses have yet to be properly established and determined. Neither did it say who is to make such reimbursement. Hence, so long as reimbursement is not made to them, they (the Dizons) will retain their right of possession. On the other hand, the private respondents in this special civil action will continue to be liable for damages to petitioner Miguel Tolentino, Sr. for about P90,000.00 a year. Aside from such obvious injustice and inequity, how much then will the private respondents in this case be made to pay perpetually to petitioner Miguel Tolentino, Sr.? How much should the clerk of the lower court state in each writ of execution that he is called upon to issue as should be paid by the private respondents in this special civil action to petitioner Miguel Tolentino, Sr., when the basis for the compensatory damages is deprivation of possession, and such deprivation of possession cannot be terminated, that is, possession cannot be given to Tolentino until the Dizons are reimbursed their expenses? And such expenses have yet to be established and determined as stated by us in the said Case G.R.No.L-20950. And after the five-year prescriptive period for a judgment to be enforced by an ordinary motion for execution, may this amount of practically P90,000.00 a year be still considered enforceable a matter of course or without need of a new court action pursuant to Section 6 of Rule 39 of the Rules of Court? These uncertainties which readily reflect the obvious injustice of the effects of our decision in this case is borne out by the Writ of Execution itself as issued by the lower court, which states to the Provincial Sheriff of Rizal that:

"x x x, you cause the said defendants to jointly and severally pay Miguel Tolentino compensatory damages in the sum of P3,000.00 a year per hectare of Lot 360 (which consists of 29.8634 hectares) from March 11, 1954 until he is placed in lawful possession of the said area; to collect the lawful fees x x x."

Clearly, therefore, the damages which are required to be specific in amount, i.e., "x x x, and the amount actually due thereon if it be for money" (Sec. 8, Rule 39, Revised Rules of Court), are incapable of accurate estimation so as to put an end to all the incidents of Civil Case No.373 of the lower court, in fact, petitioner Miguel Tolentino, Sr., need not or can hardly be expected to obtain possession of the said lot at all since he will be paid P90,000.00 a year without any sweat or effort on his part. This is a similar situation to that contemplated in a positive potestative conditional obligation which is void under the civil law. e.g., Tolentino will enter into possession when he wants to, and only from that time will the respondents in this case cease to be liable in the payment of about P90,000.00 to him annually.

If this Court, therefore, would not reconsider its decision in this case, the result would be clearly unjust and will lead to the iniquitous consequence of, in effect, ordering the respondents to pay alimony to petitioner Miguel Tolentino, Sr. In brief, the respondents would then have to pay P3,000.00 per hectare a year of Lot 360, Psd--40891, or about P90,000.00 annually to petitioner Miguel Tolentino, Sr. so long as the latter desists from entering into possession of the said lot. In return, the former get nothing from the said petitioner as cause or consideration for such desistance, but, on the contrary, have to continue paying him this alimony; – a clear case of

adding insult to Injury.

Coming now to the contention of one of the counsel for petitioner Miguel Tolentino, Sr. during the oral argument last August 11, 1970, that the decision of this court in this case of June 30, 1967, is already final and executory based on the fact that herein private respondents filed their motion for partial reconsideration on the day of the 15-day period before the judgment in this case to become final, and that, therefore, the second motion for reconsideration which was filed the next day after the receipt of the resolution of denial of June 13, 1967 by said counsel, was filed out of time or one day late, suffice it to say that the decision of this Court in the case of *Mara, Inc. vs. the Honorable Court of Appeals and Ace Lumber Co., Inc.* G.R. No. L-26584, July 31, 1969 (28 SCRA 1075), squarely refutes this contention on all its four corners. We there held that a party who files a motion to reconsider on the last day of the period allotted by the Rules of Court may still validly take further steps to protect his interest the day after receiving the notice of denial of such motion. Petitioner Tolentino insists, nonetheless, that what should be applied here is Sec. 1 of Rule 52, which provides that "[a] second motion for reconsideration may be presented within fifteen (15) days from notice of the order or judgment deducting the time in which the first motion has been pending," and not Sec. 3 of Rule 41, which was applied in *Lloren, etc. vs. Veyra, etc., et al.*, G.R. No. L-13929, March 28, 1962 (4 SCRA 637), and, later, in *Mara*. A similar argument was raised in *Mara*, and we there said that nothing but confusion would be gained by not applying a uniform rule. At any rate, to accord merit to petitioner Tolentino's contention would render nugatory - whenever the first motion for reconsideration is filed on the last day of the 15-day period - the above-quoted provision of Sec. 1, Rule 52. Moreover, even if it may be considered that the decision in this case of June 30, 1967, has already become final pursuant to the said contention of petitioner's counsel, still, there is nothing to prevent this Court from applying the doctrine in the aforesaid case of *Locsin vs. Pareredes, supra*, to the effect that even if the decision of the Court a quo in Civil Case No. 373 is already final, this Court may still clarify the ambiguity contained in the judgment of the lower court in its decision. By such clarification, there is no partial modification of the said judgment, but rather, and at the most, a mere interpretation thereof for purposes of clarifying an ambiguity.

Accordingly, justice and equity now compel this Court to depart in this case from the general rule that for purposes of execution, only the dispositive portion of a decision should be referred to. This course of action is not only justified by precedents but, in fact, is ordained by the Constitution itself which requires a decision to be in writing and to state the findings of fact and conclusions of law as bases for the judgment. Needless to say, a lower court may commit errors in its findings of fact and/or conclusions of law, but that does not affect the validity of its decision once it becomes final. However, a judgment or fallo without any basis at all in fact and in law or in the opinion portion of the decision from which it draws its breath and life can only be considered as null and void. Emphatically, such a judgment can never be elevated to the dignity of a judicial act. The final and true decision that should be considered, therefore, is the decision of this Court in G.R.No. L-20950.

In fact, even the decision of this Court in the said case G.R.No. L-20950 states, as its dispositive portion, the words:

"WHEREFORE, thus modified, the decision of the lower court appealed from is hereby affirmed. No costs.

"SO ORDERED."

It should be noted, therefore, that the above-quoted dispositive portion of the said decision in case G.R.No. L-20950 itself, has seen fit to implement a practice whereby the actual judgment of a court is also to be found in the opinion portion, and not in the fallo thereof always. And since it is the decision of this Court in Case G.R. No. L-20950 which should be considered as the more authoritative and final one regarding the rights and liabilities of the parties to Civil Case No. 373 of the Court a quo, reference should therefore be made to the contents of the

said decision of this Court in said case G.R.No.L-20950 in order to determine the decisive question as to how the judgment of the court a quo was modified. To this end, and for convenience, the following portions of the said decision in case G.R. No. L-20950 are pertinent:

"We have gone over the evidence presented in this case and found no reason to disturb the factual findings of the trial court. It has been established that certain areas originally portions of the navigable water or of the fore-shores of the bay were converted into fishponds or sold by defendant company to third persons. There is also no controversy as to the fact that the said defendant was able to effect these sales after it has obtained a certificate of title (TCT No. 722) and prepared a 'composite plan' wherein the aforesaid fore-shore areas appeared to be parts of Hacienda Calatagan. Defendants-appellants do not deny that there is an excess in area between those delimited as boundaries of the hacienda in TCT No. 722 and the plan prepared by its surveyor. This, however, was justified by claiming that it could have been caused by the system magnetic survey used in the preparation of the original titles, and anyway, the excess in area (536 hectares, according to defendants) is within the allowable margin given to magnetic survey.

"But even assuming for the sake of argument that this contention is correct, the fact remains that the areas in dispute (those covered by permits issued by the Bureau of Fisheries) were found to be portions of the foreshores, beach, or of the navigable water itself. And, it is an elementary principle of law that said areas not being capable of registration, their inclusion in a certificate of title does not convert the same into properties of private ownership or confer title on the registrant. (See G.R.No.L-8654, *Dizon, et al. vs. Bayona, et al.*, April 28, 1956; also G.R. No. L-20300-01 & L-20355-56, *Dizon, et al. vs. Rodriguez, etc., et al.*, April 30, 1965.) In the present case, as the lots covered by TCT No.T-9550 issued in the names of defendants Dizons (and which were purchased by the latter from defendants Ayala y Cia. and/or Alfonso Zobel) were found to be portions of the foreshore or of the territorial waters, the lower court committed no error in rendering judgment against said defendants and ordering the reversion of said properties to the public domain.

"However, as we have ruled in the case of *Dizon, et al. vs. Rodriguez, etc. et al.*, (Said purchasers who relied on the efficacy of their certificate of title, cannot be considered possessors in bad faith until after the legality of their said titles has been finally determined.), there being no showing that defendants Dizons are not purchasers in good faith and for value, they have a right to retention of the property until they are reimbursed of the necessary expenses made in the land which must properly be established and determined. It also follows that as such possessors in good faith, the defendants Dizons cannot also be held liable for damages allegedly suffered by other parties on account of their possession of the property.

"In view of the foregoing, the revocation of the writ of preliminary mandatory injunction previously issued by the lower court, and the suspension of the delivery of possession of the properties to plaintiff and intervenor Tolentino, were in order.

"WHEREFORE, thus modified, the decision of the lower court appealed from is hereby affirmed. No costs.

"SO ORDERED."

The above-quoted portion of the said decision in case G.R.No.L-20950 clearly shows that what was really in issue with respect to the question of the compensatory damages awarded by the court a quo to petitioner Miguel Tolentino, Sr., was the question of whether or not the Dizons were liable therefor. It necessarily follows, therefore, that it was never in the mind nor in the contemplation of this Court that the private respondents in this case were also considered by the court a quo as liable for the compensatory damages in question to petitioner Miguel Tolentino, Sr., for the simple reason that it was only the Dizons, as previously stated above, who were in possession and were the registered owners of Lot 360, Psd-40891 of the Batangas Cadastre, at the time petitioner Miguel Tolentino, Sr. filed his fishpond lease application on March 11, 1954, the date when his cause of action accrued. This is even conceding the proposition that petitioner Miguel Tolentino, Sr. acquired the right to

possess the same lot on that date and not at the time of the approval of the said application on February 10, 1959. And since the Torrens Titles of the Dizons served to shield them against any stigma of bad faith, the same legal rule must obtain as respects any imputation of bad faith against the private respondents herein. In other words, there is no reason why the reliance of the Dizons upon the indefeasibility of their Torrens Titles should vary in its effect from the reliance of Ayala y Cia., Hacienda Calatagan and/or Alfonso Zobel, or, for that matter, of any other person upon theirs.

IN VIEW OF THE FOREGOING, the respondents, motions for reconsideration as stated in the first part of this resolution are hereby granted, and the motion of petitioner Miguel Tolentino, Sr. mentioned also thereat is denied. The decision of this Court heretofore rendered in this case G.R.No. L-26112 is hereby set aside and the petition for certiorari and mandamus in this case is dismissed without costs.

Makalintal, Zaldivar, Castro, and Fernando, JJ., concur.

Concepcion, C.J., filed a separate dissent and concurs with the dissenting opinion of J. Teehankee.

Reyes, J., concurs in the dissent of C.J. Concepcion, and J. Teehankee.

Dizon and Makasiar, JJ., took no part.

Teehankee, J., files a dissent and concurs with the dissent of C.J. Concepcion.

Barredo, J., concurs in a separate opinion.

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CONCURRING OPINION

BARREDO, J.:

I concur. On the whole, I agree with the main opinion, but I would like to explain my reasons for doing so. Incidentally, I believe it is not amiss for me to state first why I have taken part in this case notwithstanding my having been co-signer of the basic petition herein, as Solicitor General then.

The fact that as Solicitor General, I co-signed with petitioner Tolentino the petition in this case made me hesitate at first to take part and vote in the disposition of the present incidents. On second thought, however, (a) realizing that this is one of the matters that have been purposely deferred to await the completion of the membership of the Court, and (b) discerning from the manifestation of counsel for said petitioner of January 30, 1969, shortly after Mr. Justice Teehankee and the writer joined this Court, which submits "for the convenience of the Court, especially of those new members who have not participated in any of the incidents relative to the matter under consideration (naturally, including me) a brief history of this case," that there would be no objection on their part to my participation herein, much less, has petitioner asked for my inhibition, and (c) above all, it being evident that even when the writer co-signed the petition herein, it could not have been his intention to own and support any allegation or theory of petitioner Tolentino favorable exclusively to said petitioner's private interest, since it would be officious and illegal for any Solicitor General to represent and take common cause with any party on points in which such party's interests are separate and distinct from those of the Republic, hence the writer's signature under the petition was for and on behalf exclusively of the Republic, I have opted to act with the Court here.

It should be clear to anyone that the joinder of the Republic and Tolentino as co-petitioners in this case did not necessarily put them in the same shoes; the personality of the Republic in this case is rooted in its being plaintiff and prevailing party in G. R. No. L-20950 while that of Tolentino is in his being intervenor and, as such, also a prevailing party therein; as to the separability of their respective interests in this case, it is possible that Tolentino cannot succeed if the Republic fails, but the Republic can succeed even if Tolentino does not; so, it is obvious, there are matters in which Tolentino may be interested but wherein the Republic is not and cannot be interested, but this does not mean they cannot file a common pleading alleging their respective separate interests, which is exactly what was done in this case. In other words, the common petition did not make the Solicitor General the counsel of Tolentino as to matters in which his interest is separable from that of the Republic, which is exactly the case with respect to the damages claimed by Tolentino in the pending incidents. It cannot be said, therefore, that as to these incidents, the writer is acting in a case in which he has been counsel, within the contemplation of Section 1 of Rule 137. Furthermore, it is recalled that the legal staff of the Solicitor General's Office firmly recommended against the office taking part in this case and it was only on the insistence of petitioner Tolentino to allege in the petition certain matters affecting the Republic that helped prevail upon me to co-sign the petition. As far as the Solicitor General's Office was concerned, it would have gone along with the order of Judge de los Angeles that the writ of execution is unnecessary until after any of the present title holders have refused to surrender their titles for cancellation or the Register of Deeds has refused to cancel the corresponding titles. Be that as it may, at the present stage of the proceedings, all matters affecting the Republic in this case have already been resolved, the judgment in this case ordering Judge de los Angeles to issue the writ of execution for the cancellation of the annulled titles being now final and executory because respondents have not asked for reconsideration in respect thereto, and there being nothing before the Court in the present incidents that could directly or indirectly affect either favorably or adversely any interest of the Republic, it is believed that there can be neither legal, ethical nor moral grounds for me to refrain from acting and voting as a member of the Court here.

Coming now to the incidents submitted for the Court's resolution, I take it that the problem commonly posed by them has its root in the following basic antecedent facts:

In Civil Case No. 373 of the Court of First Instance of Batangas, entitled Republic of the Philippines versus Ayala y Cia, et als., with Miguel Tolentino as plaintiff-intervenor, which was an action to annul the titles of the defendants over certain lands in Calatagan, Batangas claimed to be portions of the territorial waters of the public domain and to recover possession thereof, with damages, the said court of first instance rendered judgment over the pen of Judge Damaso S. Tengco on June 2, 1962 as follows:

"WHEREFORE, judgment is hereby rendered as follows:

"(a) Declaring as null and void Transfer Certificate of Title No. T-9550 (or Exhibit '24') of the Register of Deeds of the Province of Batangas and other subdivision titles issued in favor of Ayala y Cia. and/or Hacienda de Calatagan over the areas outside its private land covered by TCT No. 722, which, including the lots in T-9550 (Lots 360, 362, 363 and 182) are hereby reverted to public dominion.

"(b) Ordering Defendants Antonio Dizon, Lucia Dizon, Adelaida Dizon Reyes, Consolacion Dizon Degollacion, Artemio Dizon, Ruben Dizon, Amorando Dizon and Zenaida Dizon, to vacate Lot 360 in favor of Intervenor Miguel Tolentino;

"(c) Ordering all the defendants to jointly and severally pay Intervenor Miguel Tolentino compensatory damages in the sum of P3,000.00 a year per hectare of Lot 360 from March 11, 1954, until he is placed in lawful possession of the said area;

"(d) Restraining and enjoining all the defendants from further acts of ownership and possession over Lots 360, 362, 363 and 182 of Psd--40891;

“(e) Ordering the defendants to jointly and severally pay the costs.

"IT IS SO ORDERED."

In the appeal taken to this Court from said decision by the losing parties docketed as G. R. No. L-20950, the following judgment was rendered on May 31, 1965:

"WHEREFORE, thus modified, the decision of the lower court appealed from is hereby affirmed. No costs."

After this judgment became final and the case was re-manded to the trial court, upon motion of petitioner Tolentino, the said court, respondent Judge Jaime de los Angeles, presiding, ordered the issuance of a writ of execution and pursuant thereto, bank deposits and real properties of respondents Alfonso Zobel and Ayala y Cia and the Hacienda Calatagan were garnished and levied upon. Whereupon, said respondents filed a motion to quash the said writ of execution, which motion the court promptly acted upon by ordering the temporary suspension of the writ. Petitioner moved for reconsideration of this order. In their opposition to this motion, said respondents raised as a main issue that neither the judgment of the trial court nor that of this Court, both hereinabove quoted, adjudged them liable for the damages claimed by petitioner Tolentino and even assuming that the trial court's decision had made them so liable, they were later absolved together with the Dizons by the modificatory decision of this Court. On the other hand, petitioner Tolentino contended that (1) "the decision of the Supreme Court is perfectly clear and needs no extraneous interpretation; and (2) that any doubt that may arise at the extent and purport of the modification made by the Supreme Court of the lower court's decision may be resolved by a perusal of the body of the Supreme Court's decision and of the decision of the lower court." (Par. 14, pp. 6-7, Petition in this Case).

Resolving the issues thus raised by the parties, on February 2, 1966, the trial court issued the order now under review, the pertinent portions of which read thus:

"From the above-contentions of the parties, it is thus obvious that their present controversy merely hinges on the interpretation of the decision of the lower court.

"Principally, the parties disagree on whether or not the dispositive portion of the lower court's decision requiring all the defendants to pay the intervenor compensatory damages had been only modified or revoked in toto. It is the contention of the plaintiff that a perusal of the decision of the Supreme Court will clearly disclose that only the defendants Dizons were absolved from the payment of compensatory damages although aside from said defendants Dizons, the decision of the lower court has also ordered Ayala y Cia., Hacienda Calatagan and/or Alfonso Zobel to jointly and severally pay intervenor compensatory damages. Plaintiff concludes therefore, that following the decision of the Supreme Court, the Ayala y Cia, Hacienda Calatagan and/or Alfonso Zobel must now pay intervenor Miguel Tolentino the compensatory damages awarded to him by the lower court.

"However, it is the considered opinion of this Court that the interpretation of the Supreme Court's decision cannot be made by a mere mathematical process of subtraction but rather by understanding its rulings which will control in the interpretation of the decision. For instance, it cannot be disputed that the decision by the Supreme Court lays from only three principal things, namely: (1) areas found to be portions of the foreshores, beach, or of the navigable river itself are not capable of registration and their inclusion in the certificate of title does not convert the same into properties of private ownership or confer title on the registrant (2) purchasers who relied on the efficacy of their certificate of title, cannot be considered possessors in bad faith until the legality of their said titles had been finally determined; (3) possessors in good faith cannot be held liable for damages suffered by other parties on account of their possession of the property.

"As regards the first ruling, the parties properly understood its application to the case at bar. However, as regards the second and third rulings there is a difference of opinion between the parties. Plaintiffs are of the

belief that defendants Ayala y Cia., Hacienda Calatagan and/or Alfonso Zobel has been found to be possessors in bad faith and therefore liable in the payment of damages.

"This Court cannot share with this belief of the plaintiff and intervenor. Nowhere in the decision of the Supreme Court is there such a pronouncement. On the contrary, it will be remembered that after the promulgation of the said decision on May 31, 1965 plaintiff and intervenor filed a motion for reconsideration wherein they insisted that all, the defendants be declared possessors in bad faith and liable for compensatory damages. They tried to prove by lengthy reference to the findings of the lower court that Ayala y Cia., Hacienda Calatagan and/or Alfonso Zobel are possessors in bad faith. However, said motion for reconsideration was denied by the Supreme Court. Moreover, the Supreme Court, in citing the case of *Dizons vs. Rodriguez, et al.*, in its decision of May 31, 1965, reiterated the principle that holders of certificate of title are considered possessors in good faith until after the legality of their certificate of title had been finally determined. Indeed, to hold Ayala y Cia., Hacienda Calatagan and/or Alfonso Zobel possessors in bad faith and liable for compensatory damages from March 1954 would run counter against the very principles laid down in the repeatedly mentioned decision of the Supreme Court. This is so because these defendants would be paying for the produce of the properties which according to the Supreme Court, their co-defendants *Dizons* had a perfect right to hold and enjoy, they being possessors in good faith and for value.

"WHEREFORE, the writ of execution dated December 27, 1965 is hereby revoked and the notice of garnishment dated January 3, 1966 is ordered lifted."

In the decision of this Court of June 30, 1967, it was held:

"The basic facts are not disputed. Respondents seek to justify the orders complained of upon the ground that the dispositive part of our decision in Case G. R. No. L-20950 is rather vague and requires a clarification, because:

'x x x Since defendants *Dizons* were held not liable for the alleged damages, it follows that the joint and several character of the obligation imposed by this Honorable Court was extinguished, because the other defendants herein will no longer be able to claim from defendants *Dizons* the share which corresponds to the latter (2nd par. Art. 1217, Civil Code.)'

"This contention is absolutely devoid of merit. To begin with, Art. 1217 of our Civil Code, cited by respondents, refers to the effect of payment by one of the solidary debtors. No such payment having been made in the case at bar, said Article is clearly inapplicable thereto. The only provision which respondents might have had in mind (on the assumption that their reference to Art. 1217 was due merely to a misprint) is Art. 1215 of said code, reading:

'x x x Novation, compensation, confusion or remission of the debt, made by any of the solidary creditors or with any of the solidary debtors, shall extinguish the obligation, without prejudice to the provisions of article 1219.

'The creditor who may have executed any of these acts, as well as he who collects the debt, shall be liable to the others for the share in the obligation corresponding to them.'

"Neither is this Article in point. The aforementioned decision of this Court cannot be regarded as remitting a solidary obligation of the *Dizons*, because, as possessors in good faith, they were and are entitled by law to retain the property in question, until the indemnity due to them is paid. In other words, they were never under obligation to pay damages to *Tolentino*, either jointly or solidarily, and, hence, there was no solidary obligation on their part that could have been remitted. The decision of the Court of First Instance holding all of the defendants herein jointly and solidarily liable for the payment of said damages, did not create a solidary obligation. It was no more than an attempt to declare the existence of said obligation, which attempt - not the solidary obligation - was frustrated by our decision establishing that such obligation did not and does not

exist.

"In this connection, it should be noted that the dispositive part of the decision of the lower court, which was the object of the appeal in G. R. No. L-20950, provided:

'WHEREFORE, judgment is hereby rendered as follows:

'(a) Declaring as null and void Transfer Certificate of Title No. T-9550 (or Exhibit '24') of the Register of Deeds of the Province of Batangas and other subdivision titles issued in favor of Ayala y Cia and/or Hacienda de Calatagan over the areas outside its private land covered by TCT No. 722, which, including the lots in T-9550 (lots 360, 362, 363 and 182) are hereby reverted to public dominion;

'(b) Ordering defendants Antonino Dizon, Lucia Dizon, Adelaida Dizon Reyes, Consolacion Dizon Degollacion, Artemio Dizon, Ruben Dizon, Amorando Dizon, and Zenaida Dizon, to vacate lot 360 in fa-vor of Intervenor Miguel Tolentino;

'(c) Ordering all the de-fendants to jointly and severally pay intervenor Miguel Tolentino-compensatory damages in the sum of P3,000.00 a year per hectare of lot 360 from March 11, 1954, until he is placed in lawful possession of the said area;

'(d) Restraining and enjoin-ing the defendants from further ownership and possession over lots 360, 362, 363 and 182 of Psd-40891; and

'(e) Ordering the defendants to jointly and severally pay the costs.' (CFI-Decision, Civil Case No. 373, June 2, 1962; De-fendants' Record on Appeal, pp. 259-260).

"This decision was affirmed by us, except as regards subdivision (c) thereof, which should be deemed modified so as to read, in effect, as follows:

'(c) Ordering all the de-fendants, except the Dizons, to jointly and severally pay intervenor Miguel Tolentino compensatory damages in the sum of P3,000.00 a year per hectare of lot 360 from March 11, 1954, until he is placed in lawful possession of the said area;'

and, except also, insofar as the Dizons have, - pursuant to the decision, as amended - the right of retention there-in stated.

"It may not be amiss to add that it is the ministerial duty of respondent Judge to order the issuance of the writ of execution of the aforementioned deci-sion, as modified by this Court, even if said respondent entertained the doubts pointed out in the orders complained of."

Respondents' motion for reconsideration of this deci-sion was denied, hence, the three motions now for resolu-tion.

Upon a review of all relevant matters and after ma-ture deliberation, I agree with the majority of the Court in that the basic position of respondents in their second motion for reconsideration and supplemental second motion for reconsideration is well taken and that taking all per-tinent circumstances into account and giving due regard to all considerations, both legal and equitable, the decision of this Court of May 31, 1965 in G.R. No. L-20950 may not be construed or understood as holding respondents Ayala y Cia and Alfonso Zobel liable for the damages claimed by petitioner Miguel Tolentino.

To begin with, it cannot be reasonably maintained that to determine the import and extent of the said judg-ment, only its dispositive part and that of Judge Tengco' of June 2, 1962, both above-quoted, may be taken into ac-count. Neither can it be successfully contended that law and jurisprudence rule out entirely the consideration

of any portion of the bodies thereof. With respect, for in-stance, to the judgment of this Court, it is plainly ob-vious that nobody would be able to tell how the decision of the lower court has been modified, if the bare words alone of the dispositive portion thereof saying, "Wherefore, thus modified, the decision of the lower court appealed from is hereby affirmed", were to be considered.

Nor is the judgment or dispositive portion of Judge Tengco's decision entirely free from ambiguity as to the very matter in dispute in the present case. For its bet-ter understanding and because We have noted that the same has not been always accurately quoted in the various and voluminous papers in the records, We have carefully exa-mined the original of said decision and We quote the same again as follows:

"WHEREPORE, judgment is hereby rend-ered as follows:

"(a) Declaring as null and void Transfer Certificate of Title No. T--9550 (or Exhibits '24') of the Re-sister of Deeds of the Province of Batangas and other subdivision titles issued in favor of Ayala y Cia and/or Hacienda de Calatagan over the areas outside its private land covered by TCT No. 722, which, including the lots in T-9550 (Lots 360, 362, 363 and 182) are hereby reverted to public dominion.

"(b) Ordering Defendants Antonino Dizon, Lucia Dizon, Adelaida Dizon Reyes, Consolacion Dizon Degollacion, Artemio Dizon, Ruben Dizon, Amorando Dizon and Zenaida Dizon, to vacate Lot 360 in favor of Intervenor Miguel To-lentino;

"(c) Ordering all the defendants to jointly and severally pay Intervenor Miguel Tolentino compensatory damages in the sum of P3,000.00 a year per hec-tare of Lot 360 from March 11, 1954, until he is placed in lawful posses-sion of the said area;

"(d) Restraining and enjoining all the defendants from further acts of ownership and possession over Lots 360, 362, 363 and 182 of Psd-40891; and

"(e) Ordering the defendants to jointly and severally pay the costs.

"IT IS SO ORDERED."

As can be seen, paragraph (b) clearly refers, because of the mention of their names, to none other but the defen-dants Antonino, Lucia, Artemio, Ruben, Amorando and Zenai-da, all surnamed Dizon, and Adelaida Dizon Reyes and Conso-lacion Dizon Degollacion. Paragraphs (c) and (d), on the other hand, do not make reference to any defendant by name but merely says "all the defendants". Examined by itself alone, the said phrase "all the defendants" would admitted-ly mean all those named as defendants in the complaint, which would necessarily include Ayala y Cia and Alfonso Zo-bel. Considering, however, that it is indisputable that Ayala y Cia and Alfonso Zobel could not have been commit-ting any longer any acts of ownership or possession over any of the lots enumerated, namely Lots 360, 362, 363 and 182 of Psd-40891, at the time of the filing of the com-plaint, much less when the judgment was rendered, inasmuch as they had already sold the same when this suit was began, and the only ones exclusively exercising such rights then were the Dizons, one is left wondering if Judge Tengco could have had in mind in paragraph (d) to enjoin also the defendants Ayala y Cia and Alfonso Zobel who could not have been committing the acts he was ordering to be enjoined.

The argument, therefore, that the phrase "all the de-fendants" used in paragraph (c) necessarily includes the defendants Ayala y Cia and Alfonso Zobel is untenable. Such contention would make the same phrase "all the defendants" employed in paragraphs (c) and (d) signify differently for each of said paragraphs. That would be absurd. On the other hand, there would be consistency and uniformity in the use of said phrase, if it were to be understood as re-ferring in both paragraphs only to the defendants Dizons. Indeed, it is more likely that His Honor inadvertently omitted the word "said" between the words "the" and "de-fendants" in the paragraphs in

question, or perhaps, His Honor must have meant to say "all these defendants."

Besides, in paragraph (e), His Honor makes reference only to "the defendants" and not to "all of the defendants". And yet, this is precisely the paragraph that does contemplate all the defendants, the Dizons, Ayala y Cia and Alfonso Zobel, for the simple reason that since all of them have lost, Ayala y Cia and Alfonso Zobel, by virtue of paragraph (a) and the Dizons by virtue of paragraphs (b), (c) and (d), all of them are naturally liable for the costs. It is apparent then that there is looseness in Judge Tengco's language that creates room for uncertainty as to the exact import of the judgment, if read by itself without regard to the considerations discussed by His Honor. In fact, unless all the paragraphs of said judgment are construed together, having in view the corresponding pronouncements in the body of the decision, they would even appear to be lacking in consistency.

Moreover, the punctuations used by His Honor are seemingly significant. It is to be noted that paragraph (a) ends with a period, whereas the other paragraphs end with semi-colons. His Honor appears to have separated in the judgment the matter of title from those of possession and the exercise of the rights of ownership. Thus, paragraph (a) is concerned exclusively with the question of title and paragraphs (b), (c) and (d) all refer to possession and the commission of the acts of ownership only. This is tantamount to the segregation of the judgment against all the defendants, including Ayala and Zobel, in so far as the nullity of their respective titles is concerned in paragraph (a) from the judgment against the Dizons only in regard to the possession of and acts of ownership over the disputed lands in paragraphs (b), (c) and (d).

At best, therefore, if somehow it can be argued that the words used in the judgment are in themselves clear and definite, there is no doubt that they suffer from latent ambiguity literally. While ordinarily, the phrases "the defendants" and "all the defendants" are unequivocal and have a readily comprehensible uniform import, yet when examined in the light of the actual facts contemplated in the other portions of the respective paragraphs wherein they are used in this judgment, they cannot possibly convey, as already explained, the same meaning or connotation in all of the said paragraphs.

Accordingly, to be able to do justice and equity to all concerned, there is imperative need to depart in this case from the usual rule confining resort only to the dispositive parts of the decisions concerned. This is justified by precedents^[1] and even petitioner does not entirely exclude this possibility.^[2] More, as will be explained anon, the provision of the Constitution of the Philippines regarding the form of judgments constitutes the conclusion and findings of facts and law of the court as integral parts of the judgment, so that the judgment must be in accordance therewith,^[3] hence it can be said that there is constitutional warrant to examine the other parts of a decision whenever it is necessary to determine the meaning of its dispositive part.

Be that as it may, in the case at bar, it is more important to consider the full length and breadth of the decision of this Court in G. R. No. L - 20950 than of the appealed decision of the trial court. After all, it is the more authoritative and final one. Since the said judgment modified that of the trial court, the decisive question is, how was said judgment modified?

To answer this question, the following portions of the decision are pertinent:

"We have gone over the evidence presented in this case and found no reason to disturb the factual findings of the trial court. It has been established that certain areas originally portions of the navigable water or of the foreshores of the bay were converted into fishponds or sold by defendant company to third persons. There is also no controversy as to the fact that the said defendant was able to effect these sales after it has obtained a certificate of title (TCT No. 722) and prepared a 'composite plan' wherein the aforesaid foreshore areas appeared to be parts of Hacienda Calatagan. Defendants-appellants do not deny that there is an excess in area between those delimited as boundaries of the hacienda in TCT No. 722 and the plan prepared by its surveyor. This, however, was justified by claiming that it could have been caused by the system (magnetic survey) used

in the preparation of the original titles, and anyway, the excess in area (526 hectares, according to defendants) is within the allowable margin given to a magnetic survey.

"But even assuming for the sake of argument that this contention is correct, the fact remains that the areas in dispute (those covered by permits issued by the Bureau of Fisheries) were found to be portions of the fore-shores, beach, or of the navigable water itself. And, it is an elementary principle of law that said areas not being capable of registration, their inclusion in a certificate of title does not convert the same into properties of private ownership or confer title on the registrant. (See G. R. No. L-8654, Dizon, et al. vs. Bayona, et al., April 28, 1956; also G.R. No. L-20300-01 & L-20355-56, Dizon, et al. vs. Rodriguez, etc., et al., April 30, 1965.) In the present case, as the lots covered by TCT No. T-9550 issued in the names of defendants Dizons (and which were purchased by the latter from defendants Ayala y Cia, and/or Alfonso Zobel) were found to be portions of the foreshore or of the territorial waters, the lower court committed no error in rendering judgment against said defendants and ordering the reversion of said properties to the public dominion.

"However, as we have ruled in the case of Dizon, et al. vs. Rodriguez, etc., et al., (Said purchasers who relied on the efficacy of their certificate of title, cannot be considered possessors in bad faith until after the legality of their said titles has been finally determined.) there being no showing that defendants Dizons are not purchasers in good faith and for value, they have a right to retention of the property until they are reimbursed of the necessary expenses made on the land, which must properly be established and determined. It also follows that as such possessors in good faith, the defendants Dizons cannot also be held liable for damages allegedly suffered by other parties on account of their possession of the property.

"In view of the foregoing, the revocation of the writ of preliminary mandatory injunction previously issued by the lower court, and the suspension of the delivery of possession of the properties to plaintiff and intervenor Tolentino, were in order.

"WHEREFORE, thus modified, the decision of the lower court appealed from is hereby affirmed. No costs.

"SO ORDERED."

As can be seen, the lower court's resolution of the question of nullity of the titles of all the defendants was affirmed in toto. With respect to the matters of possession and damages, however, again, it must be said that the above-quoted portions of the decision, by themselves alone, are rather ambiguous. It is said therein that "there being no showing that the Dizons are not purchasers in good faith and for value, they have a right to retention of the property until they are reimbursed of the necessary expenses made on the land." Nothing, however, appears on the face thereof as regards the consequences of the finding of good faith on the part of the Dizons upon the joint and solidary liability of the Ayala y Cia and Alfonso Zobel with the Dizons, which, it is now alleged, the lower court found and declared in its judgment. Likewise, as petitioner himself points out, it is not stated who is supposed to make the required reimbursement to the Dizons. Indeed, unless closely studied and properly understood, the decision of this Court would appear to be vague and even incomplete. The truth, however, is that the said decision did set the guide post for the complete comprehension of the modification it has made of the decision of the trial court, irrespective of what meaning might be derived from the latter. This Court's decision definitely says, "as we have ruled in the case of Dizon, et al. vs. Rodriguez, et al." [4] the Dizons are possessors in good faith, they have the right of retention until reimbursed and they need not pay any damages. Indeed, these points: (1) who are possessors in good faith in situations like those at bar, and (2) who is supposed to reimburse possessors in good faith like the Dizons, were squarely passed upon in that decision in the Rodriguez case. These were the holdings of this Court there:

"On the matter of possession of plaintiffs-appellants, the ruling of the Court of Appeals must be upheld. There is no showing that plaintiffs are not purchasers in good faith and for value. As such title-holders, they have

reason to rely on the indefeasible character of their certificates.

"On the issue of good faith of the plaintiffs, the Court of Appeals reasoned out:

'The concept of possessors in good faith given in Article 526 of the Civil Code and when said possession loses this character under Art. 528, needs to be reconciled with the doctrine of indefeasibility of a Torrens Title. Such re-conciliation can only be achieved by holding that the possessor with a Torrens Title is not aware of any flaw in his Title which in-validates it until his Torrens Title is declared null and void by final judgment of the Courts.

'Even if the doctrine of indefeasibility of a Torrens Title were not thus recon-ciled, the result would be the same, considering the third paragraph of Art. 526 which provides that:

" ART. 526. x x x

"" Mistake upon a doubtful or difficult question of law may be the basis of good faith.""

'The legal question whe-ther plaintiffs-appellants' possession in good faith, un-der their Torrens Titles ac-quired in good faith, does not lose this character except in the case and from the moment their Titles are declared null and void by the Courts, is a difficult one. Even the mem-bers of this Court were for a long time divided, two to one, on the answer. It was only after several sessions, where the results of exhaustive re-searches on both sides were thoroughly discussed, that an undivided Court finally found the answer given in the next preceding paragraph. Hence, even if it be assumed for the sake of argument that the Sup-reme Court would find that the law is not as We have stated it in the next preceding para-graph and that the plaintiffs?appellant made a mistake in relying thereon, such mis-take on a difficult question of law may be the basis of good faith. Hence, their possession in good faith does not lose this character ex-cept in the case and from the moment their Torrens Titles are declared null and void by the Courts.'

"Under the circumstances of the case specially where the subdivision plan was originally approved by the Director of Lands, we are not ready to conclude that the above reasoning of the Court of Ap-peals on this point is a reversible er-ror. Needless to state, as such occu-pants in good faith, plaintiffs have the right to the retention of the property until they are reimbursed of the neces-sary expenses made on the lands.

"With respect to the contention of the Republic of the Philippines that the order for the reimbursement by it of such necessary expenses constitutes a judgment against the government in a suit not consented by it, suffice it to say that the Republic, on its own initia-tive, asked and was permitted to inter-vene in the case and thereby submitted itself voluntarily to the jurisdiction of the court.

"In view of the foregoing considera-tions, the decision appealed from is hereby affirmed in all respects, with-out costs."

Thus, it is clear that while the decision in G. R. No. L-20950 does not say so in so many words, the questions posed in the present case were not really left unanswered thereby. A closer examination of the said decision reveals that the main issue now before Us was actually resolved therein. It will be noted that in said decision this Court quoted and adopted the reasoning and holding of the Court of Appeals in its decision then under review regarding the reconciliation between the concept of possessors in good faith under the Civil Code, on the one hand, and the doctrine of indefeasibility of a torrens title, on the other. From such holding of the Court of Appeals, adopted by this Court, the inescapable conclusion is that this Court's finding in G.R. No. L-20950 that the Dizons are pos-ses-sors in good faith, carries with it the lack of bad faith of Ayala y Cia and Alfonso Zobel. In other words, since their Torrens Titles served to shield the Dizons from any stigma of bad faith, the same legal rule must obtain as respects any imputation of bad faith against Ayala y Cia and Zobel. There is no reason why the reliance of the Dizons upon the indefeasibility of their Torrens Titles should vary in its effect from the reliance of

Ayala y Cia and Zobel, or, for that matter, of any other person upon theirs. Indeed, the fact that this Court pointedly added to the considerations invoked by the Court of Appeals the observation that the subdivision plan of Ayala y Cia and Zobel was approved by the Bureau of Lands, a circumstance relevant only to the good or bad faith of Ayala y Cia and Zobel but not to that of the Dizons, indicates abundantly that in the mind of this Court there is no disparity between the position of the Dizons and the original title holders, Ayala y Cia and Zobel. In consequence, on the assumption that Ayala y Cia and Zobel were contemplated by Judge Tengco as included in the phrase "all the defendants" in paragraph (c) of his judgment, I hold that the modification of the lower court's decision has the effect of absolving not only the Dizons but also the other defendants, Ayala y Cia and Alfonso Zobel, not because of Articles 1217 and 1219 of the Civil Code invoked by said defendants-respondents, but for the reason that justice and equity demand that the reference by this Court to the ruling in *Dizon vs. Rodriguez*, supra, should apply equally to all the defendants who, by the common circumstance that they all have Torrens Titles, must be deemed to be similarly situated. In other words, in view of the reference made by this Court to the doctrine of good faith of holders of Torrens Titles in the *Rodriguez* case, it is inconceivable that the Dizons, on the one hand, and Ayala y Cia and Zobel, on the other, may be treated differently.

Incidentally, it may be added that that decision also resolved, by such reference to and affirmance of the decision of the Court of Appeals, the question of who is obliged to make the required reimbursement to the Dizons. As a matter of fact, by such reference and affirmance, that decision also pointed out for what and to whom herein respondent might be held liable, and, definitely, it is not for damages, but for reimbursement of necessary expenses, and not to petitioner, but to the Dizons.

To be sure, it is not clear to me how respondents Ayala y Cia and Zobel can be considered to have been adjudged by Judge Tengco as liable for damages to petitioner Tolentino when there is not one word in the body of the decision regarding any privity between petitioner and said respondents, not to speak of any finding of fact or conclusion of law therein in reference thereto. His Honor held that petitioner Tolentino is entitled to the fruits received by the Dizons during the period of their possession subsequent to the filing of Tolentino's application for lease, citing in this respect *Petargue vs. Zorilla*, 92 Phil. 5,[5] but there is complete silence as to the part in said liability, whether joint or several, or, merely joint, of the other defendants. As earlier indicated, the Constitution and the Rules of Court require courts of record to state in their decisions "clearly and distinctly the facts and the law on which (they are) based" (Section 12, Art. VIII, Constitution; Section 1, Rule 36). The apparent purpose of these provisions is precisely to insure that judgments have definite bases in fact and in law, so much so that without such conclusions and findings, a decision becomes, if not invalid, at least, subject to return to the lower court so that the judge may make the necessary findings and conclusions. In a case, therefore, as the one before Us, wherein there are several defendants and the findings of fact and conclusions of law made in the decision refer only to some but not to all of the defendants, a judgment therein saying, in the dispositive part, that it is against the defendants, without particularizing any of them, or even if it were expressly against "all" the defendants, is to be deemed a judgment exclusively against the defendants as to whom there are findings and conclusions in the body of the decision and, surely, not against all of them. This, I submit, is the view most consistent with the intent and spirit of the Constitutional mandate, the purpose of which is to avoid arbitrary and unintelligent decisions. The judge may err in his findings and conclusions, that would not affect the validity of his decision; but a judgment without any stated bases in fact and law, in violation of the Constitutional injunction, should never be accorded the status of an enforceable judicial act.

The view I have thus taken of the main question before Us - that is, what exactly is the judgment to be executed by respondent judge - makes it unnecessary for Us to determine what exactly is the intent of Judge Tengco's decision in so far as the liability of the respondents Ayala y Cia and Zobel is concerned. As already explained, I believe that this resolution should be based mainly on the judgment of this Court in *G. R. No. L-20950* and the

doctrine in *Rodriguez* it has adopted by express reference, including, of course, what both of these two decisions necessarily imply, without attempting in any way to alter or modify the latter, since admittedly such endeavour is not legally permissible. The cause for the heated and extended debate and sharp differences of opinion during our repeated deliberations on the present motions, regarding the true import and exact sense of the decision of Judge Tengco is thus avoided. In this way, the Court is also relieved from having to pass on any matter of substantive law, particularly, the point as to whether or not these respondents can be held liable for damages to petitioner on the theory that the acquisition by them of their titles which incorporated the lands in question was a tortious act even as to said petitioner, in spite of the fact that at the time petitioner came into the picture by filing his application for lease, respondents had already conveyed the said lands to the Dizons, as well as the fact that petitioner knew, when he so applied for lease rights, that respondents had already existing titles over said property and that, therefore, controversy regarding the validity of said titles was inevitable, since petitioner's application was premised, on the other hand, on the assumption that the lands in question are public lands. Parenthetically, in this connection and as additional argument against the merits of petitioner's claim, I seriously doubt the propriety, at least, in equity, of awarding damages to one who, for all practical purposes, has wittingly acquired something that is controversial. In any event, delving into such matters at this stage would amount to somehow reopening the main case, which cannot be legally done anymore.

After this opinion was prepared, Mr. Chief Justice Concepcion and Mr. Justice Teehankee submitted their separate dissenting opinions. It is but fitting that proper respects be paid to said opinions, formidable as they are and displaying once more as they do the industry and sagacity of their authors.

The most important point to be noticed in both dissenting opinions is that the same seem to give more importance to what is submitted in them to be the correct interpretation or construction of the dispositive portion of the decision or of the judgment of Judge Tengco than to the proper understanding of the decision of this Court in G. R. No. L-20950. That the meaning attributed by the distinguished dissenters to the judgment of Judge Tengco may have rational basis cannot be denied. The arguments advanced in both dissenting opinions on this point amply demonstrate this. I reiterate, however, that such discussion is not decisive of this case. In fact, whatever discussion there is in this opinion of the true import of the Tengco judgment, the same is not intended to be the ratio decidendi hereof. The only purpose of such discussion is to emphasize that the language of the judgment of Judge Tengco is not as happy and as unequivocal as it should have been, and that there being possible debate as to its exact import, it is justifiable to resort to a construction thereof in the light of the other portions of the whole decision. Stated differently, I hold that it is not imperative, in deciding the present incidents, to indulge in any effort to determine the precise terms of the Tengco decision, considering that the modificatory decision of this Court can itself be adequately understood, independently of what His Honor might have intended to mean, and since, after all, the latter is the one controlling, the dissection of the Tengco judgment is of very little relevance.

As already stated, I hold that because of the reliance by Mr. Justice Barrera in G. R. No. L-20950, on the doctrine in his own decision in *Dizon vs. Rodriguez*, supra, regarding the effect of the issuance of a Torrens title upon the question of the good or bad faith as possessor and/or owner of the land described therein of the person to whom it is issued, there can be no way of applying to respondents Ayala and Zobel who were also Torrens title holders like the Dizons, a different yardstick from that applied to the latter. Accordingly, it is but reasonable, if not inevitable, to conclude that upon the authority of the decision of Mr. Justice Barrera in *Rodriguez*, the position of Ayala and Zobel in their briefs in G. R. No. L-20950 on this point had been upheld. Of course, it can be said that there is no explicit statement to this effect in this Court's decision, but can it not be equally said that such eloquent silence only paralleled by Judge Tengco's not making any express and unambiguous holding as to the supposed liability of the respondents Ayala and Zobel in his decision? In other words, if it is fair to

conclude that merely because Judge Tengco made findings of fact from which the illegality of the inclusion of the areas of the sea herein in question within the Ayala title or titles might be deduced, it was no longer necessary for him to make any express holding that such inclusion was made by said respondents in bad faith or that they had thereby committed a tortious act for which they should be liable to petitioner Tolentino, irrespective of whether they had acted in good faith or in bad faith, it should also be logical and reasonable to hold that by merely referring to the ruling in *Dizon vs. Rodriguez*, supra, to the effect that bad faith can be imputed to the holder of a Torrens title only from the time of the judicial declaration of the nullity of such title, this Court had virtually considered the respondents Ayala and Zobel as not having been in bad faith until their titles were annulled, which was when the decision of this Court was promulgated and after the Dizons were already the ones holding said titles. More specifically, if Judge Tengco's reference to "all the defendants" in the dispositive part of his decision can be understood as including the respondents Ayala and Zobel only because there are findings of fact which would justify such a conclusion, notwithstanding that he has made no express holding as to their liability, much less the nature thereof, why would it be untenable to consider this Court's judgment which says "thus modified" as inclusive of the absolution of the said respondents from any possible liability under the lower court's judgment, since, as above demonstrated, there is ample legal basis for such absolvitory holding? In any event, it is to be noted that nowhere in the dissenting opinions is the position of the majority on this point regarding the import and effect of the ruling in *Rodriguez* discussed, much less refuted.

The point of *res adjudicata* discussed in the dissents has not escaped my attention. Neither am I overlooking the point of the Chief Justice regarding the dangerous and inimical implications of a ruling that would authorize the revision, amendment or alteration of a final and executory judgment. I want to emphasize that my position in this opinion does not detract a whit from the soundness, authority and binding force of existing doctrines enjoining any such modifications. The public policy of maintaining faith and respect in judicial decisions, which inform said doctrines, is admittedly of the highest order. I am not advocating any departure from them. Nor am I trying to put forth for execution a decision that I believe should have been rather than what it is. All I am doing is to view not the judgment of Judge Tengco but the decision of this Court in G. R. No. L-20950, as it is and not as I believe it should have been, and, by this opinion, I would like to guide the court *quo* as to what, in my honest view, is the true and correct meaning and implications of the decision of this Court, not that of Judge Tengco's.

True, as pointed out by Mr. Justice Teehankee, the respondents Ayala and Zobel did raise the issue of what is the import of Judge Tengco's decision in their brief in G. R. No. L-20950, but it is entirely a different matter to say that Mr. Justice Barrera's decision overruled the contention of respondents in respect thereto. Precisely, that is the issue in this case, and for the reasons set forth above, it is my considered view that, on the contrary, they were upheld, at least impliedly, hence the point of *res adjudicata* would seem to have no invulnerable basis here.

In conclusion, I hold that respondent Judge acted in accordance with law and sound discretion in issuing the order complained of. Herein respondent judge's ruling which, in effect, held that respondents Ayala y Cia and Alfonso Zobel have not been adjudged by this Court liable for damages allegedly suffered by petitioner is correct, hence, the latter has no right to an execution in the sense prayed for by him. I vote to grant respondents' motion for reconsideration and to deny petitioner Tolentino's motion.

[1] *Villones vs. Nable, et al.*, 85 Phil. 43; *Siari Valley Estates, Inc. vs. Lucasan, et al.*, 102 Phil. 390; *De Ralla vs. Director of Lands*, 83 Phil., 491.

[2] Par. 14, pp. 6-7, Petition in this case quoted earlier.

[3] Sec. 12, Art. VIII, Constitution of the Philippines; Aruego, *The Framing of the Philippine Constitution*, Vol. I,

pp. 510-511.

[4] G. R. Nos. L-20300-01 & L-20455-56, *supra*. These cases involve exactly similar circumstances as the present case, except that the Dizons were the ones who initiated the judicial action to confirm their possession of the lands therein in question.

[5] It is not true that the ruling in the case of *Petargue vs. Zorilla*, *supra*, is to the effect that an applicant for lease of a public land is entitled to juridical possession thereof from the date he files his application and that, therefore, he may recover damages from the one in actual possession of the land applied for until such possession is surrendered to him. He does not believe that such is the sense of that decision. Indeed, such interpretation of the ruling in that case does not appear sound and is pregnant with fearful possibilities of opportunism and graft. It is essentially inequitable. More accurately, what this Court held was this:

"1. PUBLIC LANDS; JURISDICTION OF COURT THEREON; FORCIBLE ENTRY AND DETAINER. - Courts have jurisdiction to entertain an action of forcible entry instituted by a bona fide applicant of public land, who is in occupation and peaceful possession thereof and who has introduced improvements, against one who deprives him of the possession thereof before award and pending investigation of the application."

Surely, this ruling does not imply that if an applicant is not in possession, he is entitled to damages from the time he files his application up to the date he actually secures possession of the land applied for.

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DISSENTING OPINION

CONCEPCION, C.J.:

The Court is called upon to pass upon the Second Motion for Reconsideration and Supplemental Second Motion for Reconsideration - filed by Ayala y Cia. and/or Hacienda Calatagan and Alfonso Zobel, hereinafter referred to collectively as the respondents - of the decision in the case at bar, promulgated on June 30, 1967, the dispositive part of which reads:

"Wherefore, said orders dated January 18, February 2 and 8, and April 13, 1966, should be, as they are hereby, annulled, and respondent Judge is directed to order the issuance of a writ of execution for the enforcement of the decision in question, with costs against respondents herein, except respondent Judge, Honorable Jaime de los Angeles."

The decision therein alluded to is that rendered by Judge Tengco in Civil Case No. 373 of the Court of First Instance of Batangas, as modified by this Court in G.R. No. L-20950, on May 31, 1965. The issue in the present action is simply: What is the aforesaid decision, as thus modified? To answer this question, we must determine specifically: (1) what was the decision of the trial court in said Case No. 373; and (2) to what extent such decision has been modified by ours in L-20950.

The Decision of Judge Tengco

The dispositive part of said decision consists of five (5) paragraphs. Paragraph (a) nullifies respondents' TCT No.

T-9550 "and other subdivision titles" issued in their favor "over the areas outside its private land covered by TCT No. 722, which, including the lots in T-9550 (Lots 360, 362, 363 and 182) are hereby reverted to public dominion." Paragraph (b) commands the Dizons "to vacate Lot 360 in favor of x x x Tolentino." Paragraph (c) sentences "all the defendants to jointly and severally pay x x x Tolentino compensatory damages in the sum of P3,000 a year per hectare of Lot 360, from March 11, 1954, until he is placed in x x x possession of the said area." Paragraph (d) restrains "all the defendants from further acts of ownership and possession over" the four (4) lots aforementioned. Paragraph (e) orders "the defendants to jointly and severally pay the costs."

There is no dispute as regards the meaning of paragraphs (a), (b) and (e). The issue is focused on paragraph (c) - although paragraph (d) has likewise, been brought into the orbit of said issue - inasmuch as respondents maintain: (1) that the phrase "all the defendants" should be understood to refer exclusively to the Dizons, and said phrase appears, also, in paragraph (d); and (2) that, assuming that said phrase includes respondents herein, they should be deemed, in consequence of our decision in L-20950, exempted from the payment of the damages mentioned in paragraph (c) and placed beyond the pale of the injunction contained in paragraph (d).

1. Meaning of Paragraph (c)

At the outset, it should be noted that we are called upon, not to decide whether or not it would be just and fair to hold respondents liable for damages to Tolentino, but merely to interpret and apply the aforementioned decision, which has long become final and executory; that the cardinal purpose of all rules of interpretation and construction is to ascertain the intent of the writer or framer of the object of interpretation; that, when the language thereof is plain and unequivocal, there is no room, much less justification, for the application of said rules, the clear and obvious meaning being controlling[1]; and that "what is controlling" in a decision "is what appears in the dispositive part" thereof[2], "irrespective of all seemingly contrary statements" in the body or text of the decision.[3]

a) Writer's Opinion

It is clear that respondents were meant to be and are included in the phrase "all the defendants" used in paragraph (c) of the dispositive part of Judge Tengco's decision, and subject to the liability therein provided, for:

(1) The language of said paragraph is plain, simple and clear. The defendants in the main case being, not only the Dizons but, also, Ayala y Cia and Alfonso Zobel, it follows that "all the defendants" include Ayala and Zobel.

(2) The intent to embrace them within the purview of paragraph (c) is made more apparent by paragraph (b) of said dispositive part which refers to the Dizons only.[4] The phrase "all the defendants" in paragraph (c) - immediately after the command in paragraph (b) addressed solely to the Dizons - was evidently used in paragraph (c), by way of contrast, to distinguish its coverage from that of paragraph (b) and leave no room for doubt that paragraph (c) applies, not only to the Dizons, but, also, to respondents herein.

(3) This purpose is, further, underscored by the fact that, in their respective complaints, the Government and Tolentino merely prayed that "the defendants" be sentenced to pay damages to them, and that the trial court understood said phrase to encompass every one of the defendants, because of which it sentenced "the defendants," in paragraph (e),¹ to pay the costs. In other words, the trial court prefixed to the phrase "the defendants" the adjective "all" - which was not really necessary or indispensable - in order precisely to stress in paragraph (c) - owing to its proximity to paragraph (b) - the difference between the defendants mentioned in paragraph (b) and those alluded to in paragraph (c). In short, the word "all" was purposely and deliberately inserted in paragraph (c) to forestall any doubt about the inclusion of respondents in the liability therein adjudicated.

(4) This intent is made even more manifest by paragraph (d), "restraining and enjoining all the defendants from further acts of ownership and possession over Lots 360, 362, 363 and 182 of Psd-40891."2 The phrase "all the defendants" in this paragraph cannot possibly refer to the Dizons only, who held no more than Lot 360 and were not performing acts of ownership or possession over Lots 362, 363 and 182. The injunction, in paragraph (d) insofar as these three (3) lots are concerned, was addressed, therefore, to respondents Ayala and Zobel. Besides, it is neither logical nor reasonable to assume that the same phrase - "all the defendants" - meant one thing in paragraph (c), and quite another thing in para-graph (d).

(5) Respondents, in fact, understood said paragraph (c) as including them (Ayala and Zobel). In their motion of January 8, 1966, to quash the writ of execution issued against them by the trial court, respondents alleged, inter alia, that, "while it is true that under paragraph (c) of the dispositive part of the decision" of said "Court 'all the defendants (are ordered) to jointly and sever-ally pay intervenor Miguel Tolentino compensatory damages,' it is x x x equally true that, under the Decision of the Supreme Court in G. R. No. L-20950, it was held that 'defendants Dizons cannot also be held liable for damages allegedly suffered by other parties on account of their possession of the property' because of their good faith" and that, "since defendants Dizons were held not liable for the alleged damages, it follows that the joint and several char-acter of the obligation imposed by this Honorable Court" (the trial court) "was extinguished because the other defendants herein" - namely, respondents herein - "will no longer be able to claim from the defendants Dizon the share which corresponds to the latter." Respondents had thus conceded that, under paragraph (c) of the dispositive part of Judge Tengco's decision, they shared with the Dizons the joint and solidary liability to pay damages to Tolentino, although they (respondents) maintained that the decision of the Supreme Court relieving the Dizons from said obligation, had the effect of extinguishing their (respondents') aforementioned obliga-tion under paragraph (c). Surely, our decision could not have extinguished such obligation, if the same did not exist under the trial court's decision.

b) The Majority View

The reasons adduced in support thereof may be summed up as follows: (1) that "the judgment" of Judge Tengco is ambiguous; (2) that the opinion set forth in the body of his decision - as dis-tinguished from its dispositive part - contains nothing to indicate the intent to hold respondents jointly and severally liable, with the Dizons, for damages to Tolentino; and (3) that Tolentino is not entitled to damages at all, as a matter of justice and equity. To my mind, these reasons are untenable, inasmuch as:

(1) The dispositive part of Judge Tengco's decision, and, particularly, paragraph (c) thereof, are clear, explicit and pre-cise. Indeed, no attempt has been made to pinpoint any word, phrase or passage in said dispositive part and paragraph (c) that is or may be considered equivocal.

(2) The failure of the body of Judge Tengco's decision - as distinguished from its dispositive part - to discuss explicitly res-pondents' liability for damages, does not render the meaning of said paragraph (c) ambiguous. It does not affect the precision of the language or the singleness of the meaning of said paragraph (c). The phrase "all the defendants" therein includes everyone of them, and cannot mean some of them, or "the Dizons only," or all of them "except Ayala and Zobel."

(3) The failure of Judge Tengco to state categorically, in the body of his decision, that respondents are liable for damages, does not warrant the conclusion that he intended to exclude them from the operation of paragraph (c) of the dispositive part of the decision. With or without such discussion or justification, the words "all the defendants" in said paragraph mean everyone of the defendants, and Judge Tengco is presumed to have intended this simple, natural and normal meaning thereof, until the contrary is clearly established. This presumption is buttressed by the fact that, as heretofore indicated, the term "all" was deliberately pre-fixed by Judge Tengco to the phrase "the

defendants," in said paragraph (c). The question, therefore, is not "whether said decision shows that Judge Tengco had the aforementioned intent" but, "whether it clearly appears from said decision that he had no such intent."

(4) Even if the body of the decision were not clear on whether or not the intent of its writer was correctly set forth in the dispositive part of said decision, this would not justify a departure from the clear and natural meaning of such dispositive part, because the same constitutes the judgment of the court, not the opinion set forth in the text of the decision, which, at best, sets forth the facts and/or the reasons upon which said judgment is based. If those facts and/or reasons did not justify the judgment, the same would, perhaps, be groundless or erroneous; yet, the judgment would still be what plainly appears in the dispositive part of the decision, which, once final and executory, should be executed and enforced as it is, "irrespective of all seemingly contrary statements in the body of the decision" itself.¹ What is more, in the event of an open conflict between said dispositive part, on the one hand, and the body of the decision, on the other, the former prevails, for, "the judgment must be distinguished from the opinion x x x. If any statement in the opinion preceding the decree seemingly excluded a portion x x x it must be overlooked, because the judgment or the decree prevails over the opinion."²

Our adherence to this well-settled principle was emphasized, not long ago, in a unanimous decision in *Board of Liquidators vs. Ricma*.³ The complaint therein having been, on motion of the defendants, dismissed, the plaintiffs filed a motion for reconsideration and a motion for the admission of an amended complaint. Acting upon these two (2) motions, the trial court issued an order which, after stating the reasons why both were untenable, denied the "motion to dismiss, as well as the motion for the admission of the amended complaint." On subsequent motion of the defendants, the dispositive part of said order was amended so as to state that it was the "motion for reconsideration," not the "motion to dismiss," that was denied thereby. Later, the issue arose as to whether the period to appeal should be computed from notice of the first order or from that of the amendatory order. Passing upon this issue, we adopted the second alternative, upon the ground that the first order "clearly and definitely stated that what was being denied" was the "motion to dismiss," and "the dispositive part of said order made no reference at all to the motion for reconsideration x x x" and that:

"x x x the fact that the motion before the court was appellee's motion for reconsideration, and not the defendant's motion to dismiss, and the further fact that what was discussed in the body of the order was said motion for reconsideration and not the motion to dismiss are of no moment, since the rule is that when the dispositive part of a final order or decision is definite, clear and unequivocal and can be wholly given effect without the need of interpretation or construction, the same is considered as the judgment of the court, to the exclusion of anything said in the body thereof. (*Contreras vs. Felix* 78 Phil. 570; *Edwards vs. Arce*, 8 Phil. 688). x x x."¹

If the dispositive part of a decision prevails over the body thereof, when the latter affirmatively shows that the Judge did not mean what he said in the dispositive part, and that he had obviously committed therein a mistake, with more reason should the dispositive part be controlling where the body of the decision is merely silent thereon.

(5) Later, in this opinion, we will show that the natural meaning of paragraph (c) of the dispositive part of Judge Tengco's decision is fully and amply justified by the established facts.

(6) Judge Tengco meant what he said in the dispositive part of his decision. Indeed, the same merely granted the reliefs sought in the complaints of both the Government² and Tolentino. It even followed the sequence of the remedies therein prayed for, and, almost literally, the language used in said complaints.³ Thus, the Government and Tolentino prayed therein: (1) that the certificates of title in question be annulled; (2) that they be placed in possession of the lands in dispute; (3) that "the defendants" be ordered to pay damages "jointly and severally"; (4) that "the defendants" be restrained from usurping said lands or performing further acts of ownership thereon; and

(5) that the Government and Tolentino be given such other relief as may be proper. The dispositive part of Judge Tengco's decision granted Tolentino each and everyone of these reliefs in the order prayed for, thus indicating that the different paragraphs of said dispositive part have the same meaning conveyed by their respective counterparts, in the prayer of the aforementioned complaints. The latter were, in turn, directed principally against respondents herein, from whom liability for damages was mainly sought to be exacted, they being the leading defendants in the case.

This is borne out by the fact that Judge Tengco's decision states, in the body thereof, that "judgment could only be rendered in favor or against the Republic of the Philippines and Intervenor Miguel Tolentino and/or against or in favor of Ayala y Cia., Alfonso Zobel and defendants Dizons" and that "the judgment in this case should be limited therefore between the Republic of the Philippines and Intervenor Miguel Tolentino on one side and Ayala y Cia., Alfonso Zobel and the Dizons x x x on the other."¹

(7) The absence of any discussion, in the body of Judge Tengco's decision, of the joint and several liability of respondents herein, under paragraph (c) of the dispositive part, becomes readily understandable when we consider two (2) circumstances, namely: (a) Judge Tengco adopted the theory of the Government and Tolentino - in their respective complaints - to the effect that respondents and the Dizons are jointly and severally liable to them (Government and Tolentino) for damages, on account of the usurpation of Lot 360 by respondents and the occupation thereof by the Dizons, in consequence of the sale made in their favor by the respondents, after they (respondents) had illegally increased, by about 2,500 hectares, the area of Hacienda Calatagan by causing the same to be "resurveyed" in 1949; and (b) respondents had not questioned in their pleadings the logic of the conclusion thus drawn from these premises by the Government and Tolentino.

In other words, Judge Tengco did not explicitly justify his aforementioned conclusion because respondents had limited themselves to assailing the factual bases thereof, and the court had found that the facts were substantially as alleged in said complaints. Whether such facts sufficed to justify the joint and several liability of respondents, pursuant to paragraph (c), is beside the point.¹ The important thing is that Judge Tengco evidently believed that they did suffice. In fact, several members of this Court entertain such belief. After all, the intent of the party whose writing is sought to be construed constitutes the only objective of every rule of interpretation.

(8) It is argued that - despite the clear language to the contrary in the dispositive part of Judge Tengco's decision - the same could not have meant to include Ayala (and Zobel) in the award for damages, because neither said decision nor that of this Court declares or suggests that Ayala's possession, prior to the sale to the Dizons, was tainted with bad faith; because Judge Tengco had not - in discussing the matter of damages - made any reference to the previous possession of Ayala, and because said Judge had confined his discussion concerning damages to the issue of good or bad faith in the possession of the Dizons alone. The first two (2) reasons are factually inaccurate, whereas the last does not warrant the conclusion drawn therefrom.

(a) The decision of Judge Tengco did not explicitly declare respondents guilty of bad faith; but, the Judge was inclined to doubt respondents' good faith. After the rendition of his said decision, the Government and the intervenors had filed a motion for an alias writ of preliminary mandatory injunction, and a joint motion for reconsideration, followed by an amended joint motion for reconsideration, of the decision - insofar as it did not award damages to the Government and the intervenors, other than Tolentino - as well as for a new trial. Acting upon these motions, Judge Tengco ruled, on October 5, 1962, that "although believing that the defendants" - referring to respondents herein - "could have been in bad faith when the subdivision of the lands were made and corresponding titles were issued, as stated in the findings" made in his decision, it was best to maintain the status quo "in order to avoid serious incidents," in view of the substantial amount paid to respondents herein by the Dizons and the additional amounts spent by the latter to improve the fishponds in question and to operate the

same. In other words, were it not for these circum-stances, the alias writ of preliminary mandatory injunction, sought by the Government and Tolentino, would have been issued, for Judge Tengco believed that there could have been bad faith on the part of respondents in effecting the subdivision survey of Hacienda Calatagan and in securing title to the subdivision. Inasmuch as the decision had not, as yet, become final, and Judge Tengco made foregoing statement in resolving, inter alia, motions for recon-sideration of his decision, the aforementioned pronouncement may be considered as part and parcel thereof (of the decision).

(b) Said decision declares that, by causing the Hacienda Cala-tagan to be resurveyed and by thereby securing subdivision titles to the area thus resurveyed, respondents herein had managed to get subdivision titles over an area of about 1,100 hectares in excess of that covered by the Hacienda's TCT No. 722, including more than 400 hectares of the navigable territorial waters, which are not subject to private ownership. In other words, respondents were guilty of a tort or quasi-delict, and, hence, liable, by ope-ration of law,¹ for the damages caused thereby, in view of the "fault" or "culpa" entailed in the invasion of the public domain thus committed, regardless of whether or not they had acted in good faith or in bad faith. This point will be further elucidated in subsequent pages.

(c) The fact that, in considering Tolentino's claim for dam-ages, shortly before concluding his decision, Judge Tengco merely referred to the possession of the Dizons, and made no mention of respondents herein, was due to the circumstance that the amount of damages awarded to Tolentino had been based upon the fruits or income received by the Dizons. In other words, the damages col-lectible by Tolentino were measured by the amount of the profits made by the Dizons in the operation of the fishpond constituting Lot 360. Respondents were not mentioned in said portion of Judge Tengco's decision because their participation in the events mate-rial to the case² had already been taken up, rather extensively, in the preceding pages of said decision.

(d) There is absolutely nothing therein to indicate that Judge Tengco intended to exclude respondents from any liability for dam-ages. Moreover, such doubt, if any, as may result from the afore-mentioned failure to mention respondents herein in the discussion of damages, is dispelled by the clear, positive and precise language of paragraph (c) of the dispositive part of Judge Tengco's decision sentencing "all the defendants" jointly and severally to pay the afore-mentioned damages. Recently we had occasion to rule:

"x x x. It should be remembered that while the body of a decision, order or resolution might create some ambiguity regarding which way the court's reason-ing preponderates, it is the dispositive portion thereof that finally invests rights upon the parties, sets condi-tions for the exercise of those rights, and imposes the corresponding duties or obligations."¹

(9) The theory - advanced in favor of respondents herein - to effect that, as a matter of justice and equity, Tolentino is not entitled to damages at all, much less from said respondents, be-cause they were - it is claimed - completely out of the picture when he came in for the first time, is interwoven with the effect of our decision in G.R. No. L-20950 upon that of Judge Tengco. Hence, the latter question will be discussed jointly with the applicable principles of justice and equity.

Effect of Our Decision in G.R. No. L-20950

Upon That of Judge Tengco

In our decision in G.R. No. L-20950, we declared that, after going "over the evidence presented" therein, we had "found no reason to disturb the factual findings of the trial court"; that "there be-ing no showing" that the "Dizons are not purchasers in good faith and for value, they have a right to retention of the property until they are reimbursed of the necessary expenses made on the land"; that "as such possessors in good faith," the Dizons "cannot also be held liable for damages allegedly suffered by other parties on account of their possession of the

property"; that, accordingly, the trial court had correctly revoked the writ of preliminary mandatory injunction it had previously issued and suspended meanwhile the delivery of Lot 360 to Tolentino; and that, "thus modified," Judge Tengco's decision was "affirmed."

It is clear, to my mind, that the said decision had been thereby modified in two (2) respects only, to wit: (a) that we acknowledged the right of the Dizons to retain Lot 360, until re-imbursed of the necessary expenses made thereon; and (b) that, until so reimbursed, the Dizons were not liable to pay damages to Tolentino. In all other respects, Judge Tengco's decision was affirmed. Since - as demonstrated earlier in this opinion, and impliedly admitted by respondents in their motion of January 8, 1966, to quash the writ of execution issued by the trial court, on December 27, 1965 - paragraph (c) of the dispositive part of Judge Tengco's decision - "ordering all the defendants to jointly and severally pay x x x Miguel Tolentino compensatory damages" - includes respondents herein, it is clear that the effect of our decision in G.R. No. L-20950 upon that of Judge Tengco was merely to so modify said paragraph (c) as to order "all the defendants except the Dizons" to jointly and severally pay damages to Tolentino, and to uphold the right of the Dizons to retain the possession of Lot 360, until the necessary expenses shall have been refunded to them.

Tolentino's Right to Recover

Damages from Respondents

It is urged that, in consequences of our decision in G.R. No. L-20950, Tolentino had, also, lost the right to recover any damages whatsoever, because such right springs from his right of possession, which, in turn, is suspended by the right of retention of the Dizons, pending reimbursement of their necessary expenses, so that, until then, Tolentino has no right of possession and, hence, is "not entitled to damages at all."

The flaw in this process of reasoning becomes apparent when we consider that - independently of the aforesaid right of reimbursement and retention of the Dizons - Tolentino is unquestionably entitled to recover damages from his lessor, the Government, owing to its failure to deliver the possession of the area leased to him. This goes to show that Tolentino's claim for damages against other parties is not suspended or affected by the right of retention of the Dizons.

And the reason is simple. The right of reimbursement and retention of the Dizons is not a negation, but a recognition of Tolentino's right of possession, for the former would not exist if the latter did not. What is more, the former exists because of the latter. In fact, there would be no reason for the right of reimbursement and retention of the Dizons if nobody were entitled to dispossess them and they were not bound to yield their possession.

Tolentino is entitled to the possession of Lot 360, because, being part of the public domain, it has been leased to him by the Government. Vis-a-vis the Dizons - but, insofar only as they are concerned - said right of possession of Tolentino is subject to the qualification that the Dizons cannot be ousted unless and until their necessary expenses shall have been reimbursed. That is why, despite said right of the Dizons, and without reimbursing those expenses, Tolentino may demand from the Government, as his lessor, the payment of indemnity for damages, on account of its failure to deliver to him the possession of the thing leased. In other words, insofar as the Government is concerned, Tolentino's right of possession is not subject to the qualification, limitation or condition resulting from the right of reimbursement and retention of the Dizons. This right belongs to the latter - and to no others - because of a circumstance peculiar to them (the Dizons) - their good faith resulting from justifiable reliance upon the subdivision Torrens Titles illegally secured by respondents.

This justification is, however, absent insofar as respondents are concerned, they being the very parties

responsible for said illegality, which was committed by not adhering to the technical description in their TCT No. 722, and, in effect, disregarding the same and the area therein set forth. With respect to respondents herein, Tolentino's right of possession is not subject, therefore, to the limitation imposed by the right of reimbursement and retention of the Dizons. Neither may this right of the latter inure to the benefit of respondents, for they do not derive their rights or obligations from the Dizons. On the contrary, as buyers of Lot 360, the Dizons are the ones who succeeded to whatever right or interest respondents had in said lot, and, hence, acquired no right or interest whatsoever therein, because respondents had none. The right of reimbursement and retention of the Dizons exists, not because of the aforementioned sale by respondents - who had nothing to sell - but, despite this fact and by operation of law, which protects the rights of possessors in good faith, regardless of their lack of a valid title.

In short, Tolentino's right of possession is qualified insofar only as the Dizons are concerned, but not vis-a-vis either the Government or respondents herein. As regards both, it is not subject to any limitation. Hence, Tolentino may demand from respondents the corresponding indemnity for damages on account of his failure to enjoy said right of possession because of their acts.

Respondents' Liability to

Tolentino for Dizons'

Possession

Respondents maintain that they cannot be held liable for damages to Tolentino, inasmuch as his inability to take possession of Lot 360 took place when they (respondents) were completely out of the picture. I am unable to accept this premise, much less the inference drawn therefrom.

1. Tolentino's interest in the disputed area was derived from one Gabino Lachica, who - like the other intervenors in the main case - had filed, with the Bureau of Fisheries, his application for lease in 1949. Respondents then caused Lachica and other similar applicants to be ejected from the disputed area. Evidently to defeat the claims of said applicants, respondents, moreover, caused a resurvey and a composite subdivision plan, supposedly of the Hacienda Calatagan, to be made, which plan included illegally said disputed area, together with other areas, aggregating 1,091 hectares, located outside the boundaries of the Hacienda, as set forth in its TCT No. 722. And, based on said resurvey and composite plan, the Hacienda, or respondents herein, unlawfully secured transfer certificates of title to the subdivision lots outside its perimeter. In 1952, the Bureau of Fisheries demanded - upon the theory that the disputed area forms part of the public domain - that it be vacated by those who held it upon the authority of respondents herein. Moreover, that same year of 1952, Tolentino - as assignee of Lachica's interest, under the lease application filed by him in 1949 - filed his own lease application, followed by another in 1954. Meanwhile, those required by the Bureau of Fisheries to vacate the disputed area, including the Dizons, had objected to the lease applications aforementioned, alleging that said area is part of the Hacienda Calatagan, covered by said TCT No. 722. Upon due investigation, conducted in 1954, this contention was found to be false, in view of which, that same year, the Director of Fisheries officially declared that the disputed area is part of the public domain. This action was sustained by Us in *Dizon v. Rodriguez* and *Republic v. Court of Appeals*,¹ as well as in *Republic v. Ayala*.²

Thus, despite the fact that, as early as 1949, Lachica and others had claimed the right to hold the area aforementioned, pursuant to lease applications filed by them with the Bureau of Fisheries, and questioned respondents' authority to possess that area, and that, as Lachica's assignee, Tolentino, as well as others, had, in 1952, filed similar lease applications with said Bureau, which then bade respondents' lessees to vacate said area, and in 1954 rejected their claim that the same is part of respondents' property, on February 3, 1954, respondents sold Lot 360 to the Dizons. In other words, this illegal sale was made by respondents almost two years after

Tolentino had personally and officially entered into the picture, and about five (5) years after his predecessor--in-interest, Lachica, had done so.

2. Insofar as the impediment to Tolentino's assumption of possession of Lot 360 is concerned, respondents were not completely out of the picture, even after the sale by them made to the Dizons. Indeed, the latter's possession was a necessary legal and factual consequence of that sale. What is more, as the successors--in-interest of respondents herein, the Dizons were their alter ego. The Dizons had stepped into respondents' shoes. Accordingly, the former represented the latter, in the sense of exercising such right of possession as respondents illegally claimed to have, and which they must have known they did not have, because: (a) Lot 360 was outside the area covered by their TCT No. 722 and, together with other "subdivision" lots, supposedly of Hacienda Calatagan, far exceeded the area thereof; (b) they had been advised by the Bureau of Fisheries to vacate it; (c) the Department of Agriculture had declared it part of the inalienable public domain; and (d) its being part of the shore and territorial waters manifestly revealed that status to the whole world.

Vis-a-vis Tolentino, respondents stood in the same condition they would have been had the Dizons merely leased Lot 360 from them, for, in that case, Tolentino would have, likewise, been prevented by the Dizons from taking possession of said lot. It would then be more evident that the Dizons held the lot on behalf of respondents, in the sense that the former would be exercising, although temporarily, an alleged possessory right of the latter. Thus, the possession by the Dizons, under such hypothetical lease, would inure to the benefit of respondents herein, for purposes of acquisitive prescription of ownership, if the lot were alienable, which it was and is not.

3. It is true that no contractual relation exists between respondents and Tolentino. But, contract is one only of the legal sources of obligation. One other source thereof is quasi-delict.¹ Hence, Art. 2176 of our Civil Code explicitly provides that "whoever by act or omission causes damage to another, there being fault or negligence, is obliged to pay the damage done. Such fault or negligence, if there is no preexisting contractual relation between the parties, is called a quasi-delict x x x." In the case at bar, by illegally causing Lot 360, inter alia, to be included in its subdivision title - although not really covered by its TCT No. 722, and actually forming part of the public domain - and by conveying said Lot 360 to the Dizons - knowing that it was claimed by the Government and its lessee, petitioner Tolentino, apart from the fact that, being part of the "foreshore, beach or x x x navigable waters," it is manifestly "not x x x capable of registration" and its "inclusion in a certificate of title does not convert the same into" property of "private ownership or confer title on the registrant"² - respondents herein had performed acts constituting "fault" or "culpa," in consequence of which Tolentino, as government lessee of said lot, had sustained damages, which respondents are bound to indemnify under said Art. 2176.

In an attempt to show that this rationalization is legally untenable, it has been argued that by such process a pedestrian injured in an automobile accident may sue the manufacturer of said car. Instead of accomplishing its purpose, the argument reveals its basic flaw. Indeed, in the absence of fault or negligence in the manufacture of the car, its manufacturer cannot possibly be held liable for the damages resulting from said injury. However, if the accident took place on account of a defect in the manufacture of the car, the injured party would certainly be entitled to recover said damages from the manufacturer, pursuant to the aforementioned Art. 2176. Such is, also, the established rule under the common law,¹ which, moreover, holds the manufacturer liable even if the defective part had been supplied by others.²

Consistently with the philosophy underlying the Common Law and said Art. 2176 of our Civil Code, Art. 2187 thereof declares that:

"Manufacturers and processors of foodstuffs, drinks, toilet articles and similar goods shall be liable for death or injuries caused by any noxious or harmful substances used, although no contractual relation exists between them and the consumers."

Similarly, if a building or structure collapses totally or partially, owing to a defect in its plans and specifications, or in the ground, or in the construction, or to the use of materials of inferior quality, the engineer or architect who drew up the plans and specifications, or supervised the construction, or the contractor who built it, may be sued directly by the third persons who suffered damages in consequence of the said event, pursuant to Art. 2192 of said Code.

In the case at bar, the action to exact liability from respondents herein had been based upon a stronger legal and moral ground. Indeed, in the illustrations given above, there was merely a possibility or probability of somebody being harmed accidentally. In the case of Lot 360, its sale to the Dizons necessarily resulted in the assumption of its possession by the latter, and, hence, in the certainty of a denial of such possession to the Government and its lessee, Tolentino. In other words, respondents knew positively that, by selling the lot, they were acting in derogation of the rights or claims of the Government and Tolentino, of which they had previous notice.

Independently of the foregoing, the fact is that respondents had performed several unlawful acts - such as, inter alia, illegally securing title to 1,091 hectares of the public domain, including the territorial waters of the State; illegally causing said portion of the public domain to be subdivided, and certificates of title to be issued for the subdivision lots; and illegally selling and/or leasing a number of said lots and other parts of that segment of the public domain, including Lot 360, to third persons.

In other words, they performed an unlawful invasion of the public domain, which is a tort,¹ commonly known as trespass,² for which mistake, honest belief or professional neglect is no defense.³ The Common Law furnishes abundant authority to the effect that bad faith is not necessary for liability arising from tort to attach. In fact, good faith on the part of the tortfeasor does not exempt him from liability for his act. The rule is postulated in the Restatement⁴ in the following language:

"In order to be liable for a trespass on land . . . it is necessary only that the actor intentionally be upon any part of the land in question. It is not necessary that he intend to invade the possessor's interest in the exclusive possession of his land and, therefore, that he know his entry to be an intrusion. If the actor is and intends to be upon the particular piece of land in question, it is immaterial that he honestly and reasonably believes that he has the consent of the lawful possessor to enter, or, indeed, that he himself is its possessor. Unless the actor's mistake was induced by the conduct of the possessor, it is immaterial that the mistake is one such as a reasonable man knowing all the circumstances which the actor knows or could have discovered by the most careful of investigations would have made. One who enters any piece of land takes the risk of the existence of such facts as would give him a right or privilege to enter. So too, the actor cannot escape liability by showing that his mistaken belief in the validity of his title is due to the advice of the most eminent of counsel. Indeed, even though a statute expressly confers title upon him, he takes the risk that the statute may thereafter be declared unconstitutional."

Other statements of the rule are set forth at the margin.¹ To illustrate, Restatement gives the following examples:

"A employs a surveyor of recognized ability to make a survey of his land. The survey shows that a particular strip of land is within his boundaries. In consequence, A clears this land of timber and prepares it for cultivation. In fact, the survey is mistaken and the strip in question is part of the tract owned by his neighbor, B. A is subject to liability to B."

"A, who is entitled to possession of Blackacre, reasonably mistaking Whiteacre for Blackacre, enters Whiteacre. A is subject to liability for trespass."

"A mines coal from B's land having mistaken the location of the boundary line. A is subject to liability to B although the mistake is a reasonable one."¹

Other Factors Relevant to

the Equities of the Case.

As above indicated, Tolentino filed, with the Bureau of Fish-eries, a Fishpond Application on May 21, 1952, and another one on September 11, 1954, covering portions of the disputed area. These applications were objected to by the Dizons, one Sy-Juco and others claiming that said portions were private property, forming part of Hacienda Calatagan, covered by TCT No. 722. After due investigation, with notice to all parties concerned, a Committee created therefor by the Secretary of Agriculture and Natural Resources, found that the disputed area was not within said Hacienda. Thereupon, the Dizons and their co-protestants filed, with the Court of First Instance of Manila, an action for prohibition to enjoin said official and the Director of Fisheries from acting upon said fishpond applications, until the ownership over the disputed area shall have been judicially settled. Having been allowed to intervene in the case, Miguel Tolentino and his daughter Clemencia Tolentino, filed a motion to dismiss, which was granted by Hon. Froilan Bayona, as Judge of said court.¹ Forthwith, Dizon, et al. filed, with the Supreme Court, a petition for certiorari and mandamus to annul the action taken by Judge Bayona and to compel him to reinstate the case in the lower court. On April 28, 1956, the Supreme Court denied said petition, upon the ground that the Dizons should first prove to the Director of Fisheries that the disputed area is part of Hacienda Calatagan, covered by TCT No. 722, adding, however, that "even if they should succeed" in proving such claim, if said area is "really part of the sea, beach, or foreshore, the same cannot be registered under the Registration Act x x x in the name of anyone, for they are not registrable, are non-alienable and belong to the public domain to be administered and managed by the State for the benefit of the people."²

Soon thereafter, or on August 14 and 16, 1956, the Dizons and Sy-Juco, et al., instituted Civil Cases Nos. 135 and 136 of the Court of First Instance of Batangas, against the Secretary of Agriculture and Natural Resources, the Acting Director of Fish-eries, and Miguel Tolentino, to set aside the decision of the Director of Fisheries dismissing the protests of the Dizons and Sy-Juco, et al., to Tolentino's fishpond applications, with respect to areas similarly situated as the one later involved in Civil Case No. 373 of the same court and G.R. No. L-20950 of this Court, and to quiet the title to the areas first mentioned. On January 30, 1958, Hon. Conrado M. Vasquez, as Judge of First Instance of Batangas, rendered judgment dismissing the complaints, and, inter alia, annulling the Torrens Titles of the Dizons and Sy-Juco, et al., and ordering them to vacate the litigated areas. On appeal, this decision was, on October 31, 1961, affirmed, in CA-G. R. No. 24186-87-R of the Court of Appeals, which further sentenced the plaintiffs therein to pay damages to Tolentino, beginning from October 1, 1954. By resolution of August 20, 1962, this decision of the Court of Appeals was amended by eliminating the award for damages and declaring that the plaintiffs (Dizons and Sy-Juco) were entitled to reimbursement from the Republic of the Philippines for useful expenses, with right of retention, and to sue Jacobo Zobel under his vendor's warranty against eviction, he having been sufficiently notified of said actions to quiet title. On April 30, 1965, said decision of the Court of Appeals was "affirmed in all respects," in G.R. No. L-20300-01 and G.R. No. L-20355-56 of the Supreme Court.

Meanwhile, or on September 28, 1959, the Republic of the Philippines had instituted said Civil Case No. 373 of the Court of First Instance of Batangas, against "Ayala y Cia and/or Hacienda Calatagan, Jacobo Zobel" and the Dizons, to annul the transfer certificate of title issued to Hacienda Calatagan in consequence of the resurvey and composite plan thereof made, by order of respondents in 1949, as well as the subdivision titles thereafter issued for areas not covered by TCT No. 722, to oust said defendants from the disputed areas, to recover damages from said defendants, and to restrain them from exercising further acts of dominion over the aforementioned areas, and for such other relief as may be meet and proper. Presently, Tolentino filed a complaint in intervention, and, thereafter, other applicants-awardees of fishpond permits joined the Republic and Tolentino in seeking the reliefs

prayed for by both. On June 2, 1962, Hon. Damaso S. Tengco, as Judge of First Instance of Batangas, rendered the decision involved in the present case, which was affirmed by Us in G.R. No. L-20950, on May 31, 1965, subject to the modification already adverted to.

The points relevant to the equities of the case are: (1) that on April 28, 1956, this Court had declared¹ that, if the disputed area is part of the beach or foreshore - as respondents knew it was - said area could not be registered under the Torrens System; (2) that this pronouncement was reiterated in the decision of Judge Vasquez, dated January 30, 1958, which further declared that said area is not and was not part of the Hacienda Calatagan and that the subdivision titles thereto, of the Dizons and Sy-Juco, et al., are null and void; and (3) that said pronouncement and declaration were affirmed by the Court of Appeals, on October 31, 1961, rei-terated by Judge Tengco on June 2, 1962, and affirmed by the Supreme Court, on April 30, and May 31, 1965.

Thus, despite a final decree of the Supreme Court, as early as April 28, 1956, declaring clearly that respondents and the Dizons cannot possibly have a valid Torrens Title to the disputed area; despite the decision of Judge Vasquez, less than two (2) years later, declaring, in addition thereto, that said area is not and was not part of Hacienda Calatagan and that the Torrens titles covering said area are null and void; despite the reiteration of these declarations by Judge Tengco, and the affirmance thereof by the Court of Appeals and by two other decisions of the Supreme Court; and, despite, therefore, these six (6) decisions - two (2) of the Court of First Instance of Batangas, one (1) of the Court of Appeals, and three (3) of the Supreme Court - which rendered liability for damages caused to Tolentino inescapable, respondents did nothing - for the fifteen (15) years and a half that had elapsed, since the rendition of our decision in *Dizon v. Bayona* - to undo or minimize the wrong they had done, and are still doing to Tolentino, as an awardee of fishpond permits granted by the Government.

It is next contended that, under Tolentino's theory, he would collect P90,000.00 a year from respondents until he recovers the possession of Lot 360, which he cannot have unless the Dizons are reimbursed of the necessary expenses made thereon by them, so that, by not making such reimbursement, he would be receiving indefinitely the aforementioned sum, at the expense of respondents herein. It is, however, within respondents' power to see to it that possession is forthwith given to Tolentino, and they could have done so, at any time, had they been so minded, by reimbursing the necessary expenses due to the Dizons. Thus, respondents have themselves to blame for their inaction in this respect, despite the clear message of our decision in *Dizon v. Bayona*,¹ since April 28, 1956, to which they have turned deaf ears.

If, using a Torrens Title he has counterfeited in his name, one sells the land of another to a third person, who acquires it in good faith and for value, and, as its possessor in good faith, has a right of reimbursement and retention, can there be any doubt about the legal and equitable right of the true owner and/or the successor-in-interest to his right of possession over the land, to recover the resulting damages from the author of the falsification, as the proximate cause of said damages? Would it be just and fair to exempt him from liability, upon the theory that the damages were sustained after the falsification and sale made by him, when he was "completely out of the picture," and that he may avail - which he cannot² - of the rights of said buyer and possessor in good faith?

It has been argued that, since the damages suffered by Tolentino consist of the fruits received by the Dizons, which the former cannot recover from the latter, because of their right of reimbursement and retention, there is no reason why respondents should be held liable for such damages, considering that said fruits were not received by them. The flaw in this process of reasoning has already been shown in the preceding pages of this opinion.¹ It may not be amiss to add, however, that, in consequence of the sale of Lot 360 to the Dizons, the price paid by the latter took the place of the land, insofar as respondents are concerned, and that the interest, profits and other benefits derived by respondents from the possession and use of said price, partook of the nature or assumed the

role of the fruits of said lot, which did not belong to them. Although the Dizons are entitled to recover said price from respondents, the latter are not bound to pay interest thereon to the former, because they (the Dizons) have actually received the fruits or income derived from the operation of the fishpond in Lot 360, which are the counterpart of the benefits derived by respondents from the possession and use of the price aforementioned. Inasmuch as, not being owners of Lot 360, respondents are not entitled to keep said benefits; the same should, pursuant to the elementary principles of justice and equity, be turned over to the party who would have received them as possessor and operator of the fishpond, had it not been for the illegal and tortious acts of said respondents. Apart from being implemented in Article 2176 of our Civil Code,² those principles are incorporated, inter alia, in Articles 20 and 21 of the same Code, which provide:

"ART. 20. Every person who, contrary to law, wilfully or negligently causes damage to another, shall indemnify the latter for the same.

"ART. 21. Any person who wilfully causes loss or injury to another in a manner that is contrary to morals, good customs or public policy shall compensate the latter for the damages."

Effect of Dizon

v. Rodriguez

It is urged that the reference made in our decision in G.R. No. L-20950, to *Dizon v. Rodriguez*³ - in which it was held that the Dizons had acted in good faith because they had relied on the subdivision title of respondents herein and were entitled to continue relying thereon until a judgment annulling said title shall have become final - necessarily implied that respondents herein are, likewise, entitled to such reliance, and, hence, to the exemption accorded to the Dizons, because justice and equity demand that the doctrine laid down in *Dizon v. Rodriguez* be applied equally to those similarly situated.

Respondents herein are not, however, so situated. The Dizons were entitled to rely on the aforementioned subdivision titles of respondents herein and had no obligation to inquire about the circumstances under which said titles had been issued. Upon the other hand, respondents herein were not only aware of these circumstances. They were the ones who ordered the resurvey and the subdivision that led to the issuance of said titles. They knew that the area thereof exceeded, by over 1,000 hectares, the area covered by their TCT No. 722. As the Court of Appeals had repeatedly held in its decision in *Dizon v. Rodriguez* - which "we affirmed in all respects" - the subdivision plan of the Hacienda Calatagan "was prepared in disregard of the technical description contained in TCT No. 722."

Indeed, nothing was said in our decision, either in G.R. No. L-20950, or in G.R. No. L-20300-01 and L-20355-56, which may be construed as extending to respondents herein the exemption therein declared in favor of the Dizons, or other lessees or assignees of said respondents, from the obligation to pay damages until such time as the Dizons, lessees or assignees, shall have been reimbursed the necessary expenses incurred by them. On the contrary, the express mention of the Dizons, as regards said exemption, immediately followed by the declaration, in the dispositive part of our decision in G.R. No. L-20950, to the effect that "thus modified, the decision of the lower court x x x is hereby affirmed," necessarily implied that no other modification was intended and that respondents herein were excluded from the benefits of said exemption, since the same was not given to them in the decision of Judge Tengco.

Acquisition of Something Controversial

The propriety, in equity, of awarding damages to Tolentino has been put in doubt, upon the theory that he had "wittingly acquired something that is controversial," referring, presumably, to the fact that his interest in Lot 360

had been acquired by assign-ment of the rights therein of Gabino Lachica - as the original appli-cant of a fishpond permit from the Government - which were con-tested by respondents herein.

The status of said Lot 360 as a portion of the public domain and not a part of Hacienda Calatagan is not, however, controver-sial. Being a portion of the territorial navigable waters in San-tiago Bay, it is obvious to the whole world that said lot is not and cannot be a private property, much less belong to the Hacienda Calatagan, whose TCT No. 722 explicitly stated that Santiago Bay constituted one of its southern limits. In other words, the Bay was not and is not part of the Hacienda.

What is more, jurisdiction over said portion of the Bay was asserted by the Bureau of Fisheries as early as August 2, 1952, and reiterated in 1954. Before the close of that year, such action was sustained by Judge Bayona, who, in turn, was, in April 1956, upheld by the Supreme Court, which declared positively that areas that "are really part of the sea, beach or foreshore x x x cannot be registered x x x in the name of any one, for they are not registrable, are non-alienable and belong to the public domain x x x." There could have been, therefore, no possible doubt that Lot 360 and the other lots found in the Santiago Bay form part of the public domain. It should be noted, also, that owing mainly to the initiative and resolution of Tolentino, the State recovered more than 1,091 hectares of the public domain and the transfer certificates of title thereto of respondents herein and their assigns were annulled.

The question, therefore, is whether it is just and fair to deny Tolentino the right to recover damages from the party who caused them, despite the manifest public nature of Lot 360; des-pite the fact that it is beyond the boundaries set forth in respondents' TCT No. 722, despite the notices sent and demands made by the Bureau of Fisheries in 1952 and 1954; despite the decision of Judge Bayona in December, 1954 and that of the Supreme Court in 1956¹; despite the decision of Judge Vasquez in 1958 and that of the Court of Appeals in 1961,² affirmed by the Supreme Court in 1965.³

Granting, for the sake of argument, that Tolentino had ac-quired something controversial - whether Lot 360 was or was not a part of Hacienda Calatagan - thereby assuming the risk of losing and sustaining damages, the fact is, however, that he was not only right, but, also, that he thereby rendered a service to the nation, by establishing its title to over 1,000 hectares of the public domain appropriated by respondents herein. Besides, respondents had, also, performed something much more "controversial" - to put it mildly - and assumed a greater risk - by causing a resurvey and a composite plan to be made of the Hacienda Calatagan, dis-regarding the boundaries set forth in its TCT No. 722, and by claiming title and performing acts of ownership over more than 1, 091 hectares which are beyond said boundaries - and lost in their bid therefor. Since both had assumed their respective risks, is it fair and equitable, in effect, to penalize the winner, by denying any relief for the damages sustained by him in defense of what is right, and to reward the losers, by allowing them to keep the income and other benefits derived by them by wrongfully defying the rulings of the proper administrative and judicial authorities declaring their (the losers') claim to be devoid of merit?

Authority to Depart from the Tenor

of a Final Decision

I would have preferred to conclude the present opinion at this point were it not for the transcendental implications of the pronouncements made in the majority opinion upholding the author-ity to amend decisions long final and executory.

The case of *Locsin vs. Paredes*¹ and the quotations from *Corpus Juris*, *Corpus Juris Secundum* and the American *Jurispru-dence* relied upon, as well as the other Philippine cases cited in support of respondents' contention, are not in point.

Said quotations refer to "doubtful or ambiguous judgments" or decrees² "susceptible of two constructions." They are inapplicable to the case at bar, the "judgment" or "decree" involved therein - which is the dispositive part of Judge Tengco's decision - being neither "doubtful" nor "ambiguous" or "susceptible of two constructions." Besides - as we have shown in the preceding pages - the dispositive part of Judge Tengco's decision and that of ours in G.R. No. L-20950, as well as the text and the spirit of both decisions, are in harmony with our law on quasi-delicts or torts, and with the demands of justice and equity. Again, the quotation - made in the majority opinion - from the American Jurisprudence³ - to the effect that, "if a finding is inconsistent with the judgment proper or decretal part of the decree, the latter must control" - refutes the position taken by the majority, and supports our view.

Locsin vs. Paredes

This case was one for the recovery of P16,417.25 "representing the proceeds of a joint and several promissory note." Although the defendants therein "admitted the existence of said debt in accordance with the promissory note," the judgment sentencing them to pay said amount did not declare them "jointly and severally" liable therefor. After the decision had become final, the lower court - on motion of the judgment creditor, based upon the theory that the failure of the dispositive part of the decision to order that the debt be paid "severally" was due to an omission committed "inadvertently" - amended said part of the decision by specifying the "several" nature of the payment therein decreed. A petition for certiorari filed by the judgment debtors to annul this amendment was denied by the Supreme Court, upon the ground that the lower court had not exceeded its jurisdiction in acting as it did, because "it clearly appears from the allegations of the complaint, the promissory note reproduced therein and made a part thereof, the prayer and the conclusions of fact and of law contained in the decision of the respondent judge, that the obligation contracted by the petitioners is joint and several and that the parties as well as the trial judge so understood it."

In other words, the obligation involved therein was concededly joint and several in nature. It was so stated plainly in the corresponding promissory note. It was so alleged in the complaint. Defendants "never denied" it. In fact, they "admitted" its existence "in accordance with the promissory note." They "defended themselves merely by alleging that the action was premature." The "conclusions of fact and of law contained in the decision" showed "clearly" that respondent judge, like both parties, had "understood" defendants' obligation to be "joint and several" in character. Hence, the Supreme Court concluded that his failure to so state it in the dispositive part of the decision was due "clearly" to an "omission" committed "inadvertently."

None of these circumstances exists in the case at bar. Here we are concerned, not with an "omission," but with an "addition" or insertion, which, unlike the former, cannot be and is not due to "inadvertence," but must have been and was intentional and deliberate. The Republic and Tolentino had prayed for a judgment against "the defendants," and the trial judge rendered judgment against "all the defendants," thus stressing the fact that the sentence encompassed everyone of them, without exception. What is more, this judgment is in accordance with the theory of the Republic and Tolentino in their respective complaints, as well as in their pleadings, briefs and memoranda. Thus the Locsin case does not bear out respondents' pretense and merely makes its infirmity more obvious. To the same effect are -

Other Philippine cases cited

in the majority opinion

The cases therein cited are Velez vs. Martinez,¹ De Ralla vs. Director of Lands,¹ Villones vs. Nable,² and Morelos vs. Go Chin Ling.³ In these four (4) cases, the dispositive part of the decision - unlike that of the case at bar - was ambiguous or susceptible of several interpretations.

In the Velez case, the question was whether the defendant, sentenced, in the dispositive part of a decision, to pay a certain sum to the plaintiff, was bound to do so in his personal capacity or as administrator of the estate of a deceased person. Said dis-positive part did not state in what capacity the defendant had been so sentenced.

The De Ralla case involved a decision of the Court of Ap-peals in a land registration case, the dispositive part of which decision declared that petitioner had established a fee simple title, not over the "entire" property applied for and covered by the deed of purchase Exhibit D, but over a "portion" only thereof, which could not be adjudicated, as yet, to the applicant, because the "true boundaries" of said portion were not indicated in the plan submitted to court, which, accordingly, remanded the case to the trial court for resurvey, which should not include the areas covered by certain homestead and free patent applications. Said dispositive part further provided that "after the amended plan shall have been duly approved and the lower court is satisfied as to its identity" - referring to the portion belonging to the appli-cant - "it shall be adjudicated" to him. This dispositive part was assailed as incongruous, in that it denied the registration of even the portion to which the applicant had established her title and that, by directing the exclusion of the areas covered by homestead and free patent applications, "the applicant would be deprived of a part of the property which has been declared to be registrable in her favor." It was held that the alleged incongruity in the disposi-tive part should be resolved by considering "the decision below x x x as a whole x x x." No similar contradiction or incongruity exists in the dispositive part of the decision of Judge Tengco in-volved in the case at bar.

The dispositive part of the judgment on the pleadings ren-dered in the Villones case sentenced the defendant therein to accept a given sum of money - payment of which had been tendered by the plaintiffs - which, together with another specified sum, already paid by the latter, represented "the full purchase price of the land sold" by the defendant to the plaintiffs, and to execute the corresponding deed of conveyance in their favor. In the proceedings for the execution of this decision, the issue arose as to the area of the land to be conveyed to the plaintiffs, said area not having been given in said dispositive part.

Similarly, the dispositive part of the decision in the Morelos case - rendered on March 11, 1952 - ordered the defendant to pay to the plaintiff P1,023 a month from February 1950 "up to the pre-sent time." This decision was, on February 8, 1957, affirmed by the Court of Appeals. On July 31, 1957, the trial court issued a writ of execution directing the sheriff to cause the defendant to pay P1,023 "a month" from February 1950 to January 1957. The defendant objected thereto, alleging that the decision sought to be executed merely directed the payment of said sum "from February 1950 up to the present time," which - he claimed - was March 11, 1952, the date of promulgation of the lower court's decision. This pretense was overruled, it appearing from the body of the decision that the issue between the parties was the term of a lease in favor of Morelos, which was held to be eight (8) years from January 31, 1949, or up to January 1957. Indeed, the phrase "the present time" used in the dispositive part of the trial court's decision could mean either the date of its rendition - which was long before the expira-tion of the term of the lease - or the date when the decision became final - after the expiration of said term - or the date when the lease expired, which was several months before the decision had become final. In other words, the dispositive part of the decision was - unlike that of Judge Tengco's decision or of ours in G.R. No. L-20950 - open to several interpretations.

Cases subsequent to

Locsin v. Paredes

1. Contreras v. Felix¹

Speaking through Justice Tuason, this Court declared that "(o)nly clerical errors, or mistakes or omissions plainly due to inadvertence or negligence may be corrected or supplied after the judgment has been entered" and that "the

final judgment as rendered is the judgment of the court irrespective of all seemingly contrary statements in the decision" itself, referring to the views expressed in the body of the decision, as distinguished from its dispositive part, which constitutes the judgment proper. The Court further quoted with approval, Freeman's postulate² to the effect that:

"The general power to correct clerical errors and omissions does not authorize the court to repair its own inaction, to make the record and judgment say what the court did not adjudge, although it had a clear right to do so. The court cannot under the guise of correcting its record put upon it an order or judgment it never made or rendered, or add something to either which was not originally included although it might and should have so ordered or adjudged in the first instance. It cannot thus repair its own lapses and omissions to do what it could legally and properly have done at the right time. A court's mistake in leaving out of its decision something which it ought to have put in, and something in issue of which it intended but failed to dispose, is a judicial error, not a mere clerical misprision, and cannot be corrected by adding to the entered judgment the omitted matter on the theory of making the entry conform to the actual judgment rendered."¹

Particularly relevant to the question whether or not the Locsin case justifies the granting of the relief sought in the second motion for reconsideration of respondents herein is the fact that, like the Locsin case, that of Contreras involved the question whether the judgment debtors, under a given final and executory decision, are jointly and severally liable thereunder, despite the silence thereon of its dispositive part, which was allegedly "due to inadvertence on the part of the court." Commenting thereon, this Court added, in the Contreras case:

"In truth, there is no proper and sufficient showing here that the alleged mistake was due to inadvertence on the part of the court. We have been through with the decision and have not detected in it any clear purpose or intention to make the defendants jointly and severally liable. In all probability, the nature of defendants' liability (whether joint or joint and several) was not touched upon at all by the parties and was not even given thought by them or by the court. The point was involved in obscurity. As the judgment of the lower court plainly indicates, the case was very intricate, complicated by a multiplicity of claims and counterclaims arising from different juridical acts and sought from different parties who sustained diverse relationships to the plaintiffs and to each other with reference to the separate items. It is not to be wondered at if the finer point of solidarity among the defendants was swallowed up and lost in the maze of these claims and counterclaims over the validity of which the three-cornered contest was centered and bitterly waged. x x x"²

With respect to the question whether respondents herein may be held liable to Tolentino for damages sustained by him after the former had conveyed Lot 360 to the Dizons, the foregoing observations are squarely in point. Indeed, such question was never posed either before Judge Tengco or before the Supreme Court in G.R. No. L-20950. Hence, neither the former nor the latter could have intended the consequences now sought to be brought by respondents' second motion for reconsideration.

Needless to say, to the extent that the decision in the Locsin case is inconsistent with that of the Contreras case, the latter must necessarily prevail over the former. In fact, the position taken by the Supreme Court in the Contreras case was reiterated in, inter alia, *Edwards vs. Arce*,¹ *Siari Valley Estates, Inc. vs. Lucasan*,² *Manalang vs. E. Tuason de Rickards*,³ *Magdalena Estate, Inc. vs. Caluag*,⁴ *Philippine Sugar Institute vs. Court of Industrial Relations*,⁵ *Board of Liquidators vs. Ricma*,⁶ and *Dy Pac vs. Dy Pac*.⁷

2. The Edwards case

This referred to a lot of 180 square meters belonging to Mr. and Mrs. Edwards, who delivered it, in 1931, to Mr. and Mrs. Arce for administration. Inasmuch as the Arces had failed to render accounts since 1946 and had leased the property to another, the Edwards filed an action to recover possession of the lot and for an accounting and liquidation of said administration.

It appears that prior thereto, the Arces had sued the Edwards to compel them to execute a deed of conveyance of said lot, in compliance with a promise to sell made by them to the Arces. In due course, a decision was rendered declaring that the Arces were entitled to demand fulfillment of said promise insofar only as a portion of 137 square meters of said lot is concerned, without the improvements thereon, and not with regard to the remaining area of said lot, containing 43 square meters, and that, since the complaint sought the conveyance of the whole lot, with a total area of 180 square meters, judgment was rendered absolving the Edwards from said complaint.

After this decision had become final, the Edwards commenced the second action for the recovery of possession of the lot and for an accounting. In their answer to the complaint therein, the Arces invoked the decision in the first case, acknowledging their right to demand fulfillment of the promise of the Edwards, to sell a portion of 137 square meters of said lot. The Arces prayed, accordingly, that the Edwards be sentenced to execute the deed of conveyance thereof and to pay damages for their failure to do so, despite the decision in the first case. The Court of First Instance rendered, in the second case, a decision sentencing the Edwards to execute said deed of sale in favor of the Arces and requiring the latter to render an accounting to the former, under the terms set forth in said decision, which was substantially affirmed by the Court of Appeals. The Supreme Court unanimously reversed the latter's decision and sentenced the Arces to return the possession of the entire lot in question to the Edwards, to pay the latter a given sum for their use and occupation of a portion of said lot, and to render an accounting of the rentals for the remaining area thereof. Explaining its reasons therefor, the Court used the language quoted at the footnote.¹

It cannot be denied that the Arces had a strong equity in their favor, based on the explicit recognition made, in the body of the decision in the first case, of their right to demand fulfillment of the promise of the Edwards to sell to them a portion of 137 square meters of the lot in dispute, and that, the dispositive part of said decision dismissing the complaint of the Arces, with respect to the whole lot of 180 square meters, is inconsistent with said recognition. Yet, such is the policy of strict adherence to the principle of *res adjudicata* adopted in said case, that this Court felt constrained therein to reverse the decision appealed from.

Respondents herein have in their favor no judicial declaration, contained in a final judgment, similar or even comparable to that made in favor of the Arces. In fact, the former do not have the equities that the latter had.

3. The Siari Valley case

This case involved a decision of the Supreme Court affirming that of the Court of First Instance, the dispositive part of which was quoted only partially in our decision. The question was raised as to whether or not the portion not so quoted in our confirmatory decision had, also, been affirmed. Holding that the answer must be in the affirmative, we added:

"We explained in *Contreras vs. Felix*, 78 Phil., 570, 44 Off. Gaz., 4306 that 'the final judgment as rendered is the judgment of the court, irrespective of all seemingly contrary statements in the decision', and that the judgment must be distinguished from the opinion. Our decree was one affirming the appealed judgment. If any statement in the opinion preceding the decree seemingly excluded a portion (which we deny), it must be overlooked, because the judgment or the decree prevails over the opinion."¹

4. Manalang v. Rickards

In several actions for ejectment of tenants instituted in the City Court of Manila, on April 27, 1954, the defendants filed motions to dismiss based upon Rep. Act No. 1162 (approved on June 18, 1954), pursuant to which, from the approval thereof and until the expropriation therein provided, "no ejectment proceedings shall be instituted or prosecuted against any tenant or occupant of any landed estates or haciendas" therein authorized to be expropriated. On July 14, 1954, the court denied the motions and suspended the proceedings for two (2) years

from the approval of said Act or until further order of the court. However, on April 13, 1955, the municipal judge ordered the cases set for hearing. A reconsideration of this order having been denied, the tenants filed with the Court of First Instance of Manila a petition for certiorari and prohibition alleging that the order of July 14, 1954, had already disposed of the action and determined the rights of the parties. The CFI dismissed the petition upon the theory that said order was merely interlocutory. Although in the body of the order the municipal judge declared that, "from the approval of Rep. Act No. 1162 no ejectment proceeding should be instituted or prosecuted against any tenant," thereby indicating apparently, that the motion to dismiss should be granted, the dispositive part of the order clearly and unequivocally denied the motion. The Supreme Court affirmed the order of dismissal appealed from, stating:

"x x x It is argued x x x by appellants that the body of the order recognized the prohibition laid down by Republic Act No. 1162 against the institution of ejectment proceedings after the effectivity of said Act. It is an elementary principle of procedure that the resolution of the Court on a given issue as embodied in the dispositive part of the decision or order is the investive or controlling factor that determines and settles the rights of the parties and the questions presented therein, notwithstanding the existence of statements or declarations in the body of said order that may be confusing. In the case at bar, considering that the dispositive part of the order merely suspended the proceedings without touching on the merits of the case or disposing of the issues involved therein, said order cannot be said to be final in character but clearly an interlocutory one which in this case cannot be the subject of an action for certiorari."¹

5. Magdalena Estate, Inc. v. Caluag

Paragraph (b) of a decision rendered on June 11, 1957, ordered -

"x x x the defendant, within thirty (30) days from notice hereof, to give to the plaintiff the title to Lot 2-b-5 of Psd-33887 subject to a first mortgage in favor of the defendant to secure payment on the unpaid balance of the price of the land."

The defendant having filed a motion for reconsideration, on January 10, 1958, the court modified said paragraph to read:

"(b) Declaring the plaintiff to be entitled to pay for the land on cash basis within a period of ninety (90) days from the time that the defendant shall deliver to him the title to Lot 2-b-5 of Psd-33887, subject to a first mortgage in favor of the defendant to secure payment of the unpaid balance of the price of the land, which delivery of title must be accomplished within thirty (30) days from notice hereof."

The defendant subsequently tried to appeal from said decision, but the trial court dismissed the appeal upon the ground that the record on appeal had been filed out of time, computed from the original decision of June 11, 1957. The Court of Appeals sustained the view taken by the lower court, which was, however, reversed by the Supreme Court, the amendment made on January 10, 1958, being substantial in nature, in that the original decision did not require the plaintiff to make a payment to the defendant, which the amended decision did. Commenting on plaintiff's argument to the effect that the body of the original decision already stated that plaintiff was under obligation to pay for the land on cash basis, we said:

"It is of no moment that the above was contained in text of the original decision. The quoted finding of the lower court cannot supply deficiencies in the dispositive portion. It is a mere opinion of the court and the rule is settled that where there is a conflict between the dispositive part and the opinion, the former must prevail over the latter on the theory that the dispositive portion is the final order while the opinion is merely a statement ordering nothing. (2 Moran 194, 1963 ed.)"¹

6. Phil. Sugar Institute v. CIR

In a decision rendered on August 2, 1954, the CIR sentenced the employer corporation to pay its policemen a given additional compensation "together with all the privileges and facilities hitherto enjoyed by them." These policemen having been laid off, in the meantime, and, thereafter, refused reinstatement, their Union filed with the CIR a petition for reinstatement and for contempt. In due course, the CIR rendered judgment on December 9, 1957, ordering the reinstatement prayed for, with back wages, "without loss of seniority and other privileges they have hitherto enjoyed x x x." Still later, the Union filed a "petition for execution of judgment re privileges, facilities". It appears that these "facilities" included free khaki suiting, shoes, helmets and ponchos, which the employer did not furnish them upon reinstatement, alleging that said items were given for official use during their official tour of duty, while rendering actual police work, which they had not rendered while laid off. Inasmuch, however, as the decision sought to be executed had eliminated the "facilities" from the award made therein, the claim of the policemen was overruled because:

"Well-settled is the rule that the portion of a decision that becomes the subject of execution is that ordained or decreed in the dispositive part thereof (Neri Edwards, et al. vs. Arce, et al., 52 O.G. 2537; Govt. of the Phil. vs. Jose Ramon y Vasquez, et al., 73 Phil. 689; Contreras, et al. vs. Felix, et al., 78 Phil. 570; Jabon, et al. vs. Alo, et al., 91 Phil. 750; Robles, et al. vs. Timario, et al., G.R. No. L-13911, April 28, 1960; Segarra vs. Maranilla, G.R. No. L-14428, July 26, 1960)."2

7. Board of Liquidators v. Ricma1

As we had occasion to point out earlier², this case involved a conflict between the dispositive part of an order, which decreed the denial of a "motion to dismiss," and the body of the order, which set forth the reasons why plaintiff's motion for reconsideration of a previous order granting defendant's motion to dismiss plaintiff's complaint, should be denied. Although it was obvious that the court had committed a mistake in referring, in the dispositive part, to defendant's "motion to dismiss," for what was before the court was not that motion, the same having already been granted, but the motion for reconsideration of the order granting said motion to dismiss, we held that the dispositive part should prevail, for it "clearly and definitely stated that what was being denied" was the "motion to dismiss," regardless "of anything said" in the body of the order in dispute.

8. Dy Pac Pakiao Workers Union v. Dy Pac & Co.

On January 30, 1961, Dy Pac & Co. was adjudged by the CIR guilty of unfair labor practice and ordered to pay back wages to certain workers from the date of their unjust dismissal - by stopping the work in the old carro to which they were assigned - to the date of finality of the CIR decision, which was affirmed by the Supreme Court. The Union having later moved that said backwages be computed, the matter was referred to the chief examiner of the CIR, who subsequently submitted his assessment of the backwages from January 20, 1957 (date of dismissal) to December 1, 1962 (date of finality of the decision). This report was, on November 9, 1966, approved by a CIR Judge, but modified by a resolution of the CIR en banc, on November 9, 1966, reducing the backwages to six months.

Assailed as an attempt to modify a decision already final and executory, the validity of this resolution was sought to be justified upon the ground that "to reinstate the workers concerned when there is no work to be done would be injustice to the company, because management would be forced to give salaries to the workers even if they have nothing to do." In said resolution, the CIR en banc concluded, therefore, that whatever backwages the workers were entitled to should not extend beyond the time when, had they been reinstated, they would have nevertheless ceased working due to the legitimate shutting up of the carro in which they were working.

The Supreme Court rejected this view upon the ground that while the body of a decision, order or resolution might create some ambiguity regarding which way the Court's reasoning preponderates, it is the dispositive portion

thereof that finally invests rights upon the parties, sets conditions for the exercise of these rights, and imposes the corresponding duties and obligations."

Public Interest and

Public Policy

We have thus consistently adhered to the rule that the dispositive part of a decision is the judgment properly speaking; that the same prevails over the opinion set forth in the body of the decision; and that, in case of conflict between the former and the latter, the former is controlling, "regardless of any possible injustice in a particular case." And the reason for this policy is obvious.

"x x x The necessity of giving finality to judgments that are not void is self-evident. The interests of society impose it. The opposing view might make litigation 'more unendurable than the wrongs it is intended to redress.' It would create doubt, real or imaginary, and controversy would constantly arise as to what the judgment or order was. As this court has announced, 'public policy and sound practice demand that, at the risk of occasional errors, judgments of courts should become final at some definite date fixed by the law. The very object for which courts were instituted was to put an end to controversies. (Layda vs. Legazpi, 39 Phil., 83; Dy Cay vs. Crossfield & O'Brien, 38 Phil., 521.)

"We have no cause to depart from this rule. It is a rule that must be adhered to regardless of any possible injustice in a particular case. It is not a legal concept of the flexible kind, capable of being individualized to meet the needs of varying conditions. 'We have to sub-ordinate the equity of a particular situation to the over-mastering need' of certainty and immutability of judicial pronouncements. The loss to the litigants in particular and to society in general 'would in the long run be greater than the gain if judges were clothed with power to revise' their decisions at will. 'Perhaps, with a higher conception' of the administration of justice and its needs, 'the time will come when even revision will be permitted if revision is in consonance with established standards' of court functions, 'but the time is not yet.'"¹

This is good law and no reason has been given to depart therefrom in this particular case. Now more than ever, it is necessary to define or state, with the greatest possible precision, the extent to which courts may go in the interpretation or enforcement of judgments and decrees that are already final and executory. Shall we keep on upholding the restrictive policy above set forth, or should we favor a liberal one, and allow greater flexibility in the exercise of the ministerial duty to execute said final judgments or decrees?

It may be trite to note that the latter policy tends to encourage litigations, that one of the pressing needs of the Philippines is the adoption of measures tending to minimize judicial controversies; that there are thousands of cases pending in our inferior courts; that any increase in the number of cases in such courts would necessarily connote a corresponding increase in the number of cases brought to appellate courts, that in view of the big number of cases now pending in our courts of justice, such cases must necessarily consume many years before they are finally disposed of; that a further increase in the number of court litigations would surely cause greater delays in the disposition of cases; and that such delays inure principally to the benefit of unscrupulous litigants, to the detriment of the people and of their faith in the Rule of Law.

I suggest that the restrictive policy is the best, from the view-point, not only of society, but, also, of the individual litigants; that the community is mainly concerned with public order, the interests of which are better served by the prompt settlement of justifiable controversies; that so is the litigant, who needs, more than the collectivity, to know what his rights are, in the simplest terms possible and as soon as it may be feasible; that, at any rate, most of the issues raised in connection with the execution of final judgments or decrees involve fine and hair-splitting distinctions, which it is the bounden duty of the parties to avoid by seasonably filing motions for reconsideration aimed at securing the necessary clarification; and that said restrictive policy would compel the parties and their

coun-sel to exercise great care in studying said judgments and decrees before they become final and executory.

The error of law or injustice that would allegedly result from holding respondents herein liable for damages, is negated by what has been said in the foregoing pages. It should be noted, moreover, that there would have been no such damages, had respondents not performed illegal acts, namely, the appropriation of extensive portions of the public domain, including the territorial waters, and the sale thereof to third persons. They are, accordingly, the ultimate cause of said damages.

One other factor should not be overlooked in disposing of the issues now before the Court. For a number of years now, certain events or incidents here and there have led to the belief or feeling that there must have been a good number of certificates of title illegally issued, covering extensive areas of the public domain, including, sometimes, lands previously decreed in favor of parties whose titles are still subsisting. Heretofore, such belief or feeling had been seemingly based upon judicial controversies or administrative investigations involving relatively small parcels of land. Latest developments, however, indicate that the magnitude of the irregularities in connection with the illegal issuance of transfer certificates of title and the consequent usurpations of portions of the public domain may have reached considerable, if not alarming, proportions.

Apart from its adverse effect upon the stability of judicial decisions and the condition of court dockets in the Philippines, the resolution of the issues now pending determination before Us has a bearing on the duty of courts of justice to afford effective relief against irregularities jeopardizing, not only the efficacy of our Torrens System, but, also, the defense of our national patrimony, if not of our national security. The question, insofar as the pre-sent case is concerned, is: Shall we exempt the authors of said irregularities from responsibility for damages, upon proof that the lands thereby usurped have been conveyed to purchasers for value, who relied on certificates of title illegally secured by their predecessors in interest? Would not the grant of such exemption encourage said irregularities and foster the simulation - difficult to prove in court - of sales to dummies or alter egos?

Favorable action on the motion for reconsideration of respondents herein, would, it is believed:

- (1) Establish a precedent - fraught with possibilities - tending to impair the stability of judicial decisions and affording a means to prolong court proceedings or justify the institution of new ones, despite the finality of the judgment or decree rendered in the main case, by sanctioning a departure from the clear, plain and natural meaning of said judgment or decree;
- (2) Contribute to the further increase of the steadily mounting number of cases pending before our courts of justice, and thus generate greater delay in the determination of said cases, as well as offset the effect of legislative and administrative measures taken - some upon the suggestion or initiative of the Supreme Court - to promote the early disposal of such cases;
- (3) Impair a normal and legitimate means to implement the constitutional mandate for the protection and conservation of our natural resources and the patrimony of the nation; and
- (4) Promote usurpations of the public domain, as well as the simulation of sales thereof by the original usurper, by exempting him from responsibility for damages - which would not have been sustained were it not for the irregularities committed by him - so long as he has conveyed the subject matter thereof to a purchaser for value, in good faith.

Referring to the subject of torts, Prosser adverts to the necessity of taking an active role in making "a conscious effort to direct the law along lines which will achieve a desirable social result,"¹ because:

"The 'prophylactic' factor of preventing future harm has been quite important in the field of torts. The courts are concerned not only with compensation of the victim, but with admonition of the wrongdoer. When the

decisions of the courts become known and defendants realize that they may be held liable, there is of course a strong incentive to prevent the occurrence of the harm. Not infrequently one reason for imposing liability is the deliberate purpose of providing that incentive. x x x." (Prosser, The Law of Torts, 3rd ed., p. 23.)

Prosser goes on to say: "when the interest of the public is thrown into the scale and allowed to swing the balance for or against the plaintiff, the result is a form of" - what Pound, in his Theory of Social Interests,² has characterized as "social engineering" that deliberately uses the law as an instrument to promote that 'greatest happiness of the greatest number' which by common consent is the object of society. This process of 'balancing the inter-ests' is by no means peculiar to the law of torts, but it has been carried to its greatest length, and has received its most general conscious recognition in this field."³

WHEREFORE, I vote to deny respondents' second motion for reconsideration and supplemental second motion for reconsideration.

[1] Lizarraga Hermanos v. Yap Tico, 24 Phil. 504; Bachrach v. Rural Transit, G.R. No. L-26764, July 25, 1967; People v. Mapa, G.R. No. L-22301, Aug. 30, 1967; City Mayor v. Chief of the Philippine Constabulary, G.R. No. L-20346, Oct. 31, 1967; Pacific Oxygen v. Central Bank, G.R. No. L-21881, March 1, 1968; Lim Kiah v. Kaynee Co., G.R. No. L-24802, Oct. 14, 1968.

[2] Edwards v. Arce, 102 Phil. 390.

[3] Contreras v. Felix, 78 Phil. 570, 574, 575, 577.

[4] "(b) Ordering Defendants Antonino Dizon, Lucia Dizon, Adelaida Dizon Reyes, Consolacion Dizon Degollacion, Artemio Dizon, Ruben Dizon, Amorando Dizon and Zenaida Dizon, to vacate Lot 360 in favor of Intervenor Miguel Tolentino;"

1 "(e) Ordering the defendants to jointly and severally pay the costs."

2 "(d) Restraining and enjoining all the defendants from further acts of ownership and possession over Lots 360, 362, 363 and 182 of Psd. - 40891; x x x"

1 Contreras v. Felix, 78 Phil. 570, 574, 575, 577.

2 Siari Valley Estates v. Lucasan, 102 Phil. 390, 393.

3 G.R. No. L-24318, August 29, 1969.

1 Underscored supplied.

2 Except the Government's claim for damages.

3 The prayer in the complaint of the Government was:

"WHEREFORE, it is respectfully prayed this Honorable Court to render judgment in favor of the plaintiff and against the defendants, as follows:

Under the First Cause of Action:

To order the annulment of whatever title was issued in favor of the defendant Ayala y Cia. and/or Hacienda Calatagan for the excess of some 2,500 hectares of land subject matter hereof and the reversion of said area to the public domain;

Under the Second Cause of Action:

To order that plaintiff's lawful and bona fide permittees be placed in possession of the corresponding parcels of land respectively covered by Fishpond Permit No. F-4526-N and other Fish-pond Permits;

Under the Third Cause of Action:

To order the defendants to pay damages jointly and severally to the plaintiff in the sum of at least P500,000.00;

Under the Fourth Cause of Action:

To restrain the defendants from exercising further acts of dominion and ownership over the land subject matter of this litigation lawfully belonging to the Republic of the Philippines, by issuing a writ of preliminary injunction against them during the pendency of this case, and a writ of final injunction to be included in the judgment as part of the relief.

Common to All Causes of Action:

Plaintiff finally prays for such other relief as may be deemed just, proper and equitable in the premises." (Record on Appeal, pp. 12-13, in G.R. No. L-20950.)

The PRAYER in the complaint of Tolentino was:

"WHEREFORE, plaintiff-intervenor respectfully prays this Honorable Court to render judgment in favor of the plaintiff and the plaintiff-intervenor and against the defendants, as follows:

Under the First Cause of Action:

To order the annulment of whatever title was issued in favor of the defendants Alfonso Zobel, Ayala y Cia, or the Hacienda Cala-tagan and the defendants Dizons for the excess of some 2,500 hectares of the portions of the sea, beach or foreshore and navigable inlet, Lot 360 of Psd-40891, subject-matter hereof, and the reversion of said area to the public domain.

Under the Second Cause of Action:

To order that plaintiff's lawful and bona fide permittees, and more particularly the plaintiff-intervenor be placed in possession of the said navigable inlet covered by Fishpond Permit No. F-4526-N and Fishpond Lease Agreement No. 1144.

Under the Third Cause of Action:

To order the defendants to pay damages jointly and severally to the plaintiff in the sum of at least P500,000.00; and to the plaintiff-intervenor the amounts alleged and mentioned in paragraph 16 of this complaint in intervention.

Under the Fourth Cause of Action:

To order the defendants requiring them to refrain from usurping the said fishpond, Lot 360 of Psd-40891, lawfully belonging to the Republic of the Philippines; and to issue a writ of preliminary injunction against the aforesaid defendants restraining them, their agents and representatives from the usurpation of the same and committing acts of dispossession against the plaintiff and the plaintiff-intervenor.

Common to All Causes of Action:

Plaintiff-intervenor finally prays for such other relief as may be deemed just, proper and equitable in the premises." (Record on Appeal, pp. 30-31, in L-20950.)

1 Record on Appeal in G.R. No. L-20950, pp. 252-253.

1 Although they were truly justified, both legally and morally

1 Art. 2176 of our Civil Code.

2 The resurvey ordered in 1949, to meet the adverse claims of others; the illegal inclusion in the resurvey plan of 1,091 hectares beyond the boundaries of the area covered by respondents' TCT No. T-722, about half of which excess (or 403.2185 hectares) being part of the foreshore, beach or navi-gable waters, which are not susceptible of registration, and are per se a notice of such fact; their refusal to vacate the areas covered by said claims or failure to cause said areas to be vacated by their assignees or successors-in-interest, despite a demand made by the Bureau of Fisheries, as early as 1952; the sale by them of Lot 360 to the Dizons in 1954, or subsequently to said demand of the Bureau of Fisheries.

1 Dy Pac Pakiao Workers Union v. Dy Pac & Co., G.R. No. L-27377, March 31, 1971. Underscoring supplied.

1 G.R. No. L-20300-01 and L-20355-56, April 30, 1965.

2 G.R. No. L-20950, May 31, 1965.

1 Art. 1157 of our Civil Code.

2 Republic v. Ayala, et al., G.R. No. L-20950, May 31, 1965.

1 Ford Motors v. Mathis, C.A. Tex., 322 F. 2d 267; Walker v. General Motors Corp., D.C.L., 115 F. Supp. 267; Mitchell v. Millee, 214 A. 2d 694, 26 Conn. Supp. 142; see also, 30 C.J.S. 935.

2 Comstock v. Gen. Motors Corp., 99 N.W. 2d 627, 358 Mich. 163, 78 A.L.R. 2d 499; Ford Motor Co. v. Mathis, C.A. Tex. 322 F. 2d 267; Gherna v. Ford Motor Co., 55 Cal. Rptr. 94, 246 C.A. 2d 639; Ford Motors Co. v. Lonon, 398 S.W. 2d 240, 217 Tenn. 400; Vandermark v. Ford Motor Co., 37 Cal. Rptr. 896, 391 P. 2d 168, 61 C. 2d 256; People ex rel. Gen. Motors Corp. v. Bua, 226 N.E. 2d 6, 37 Ill. 2d 180; Suvada v. White Motor Co., 210 N.E. 2d 182, 32 Ill. 2d 612.

1 Arts. 280, 281 and 308, Revised Penal Code; Arts. 429 and 1644, Civil Code of the Philippines; Sections 499 and 1837, Revised Administrative Code; Rep. Act No. 926; Daywalt v. Corporation, 39 Phil. 587.

2 Brame v. Clark, 62 S.E. 418.

3 La Bruno v. Lawrence, 166 A. 2d 822, 825.

4 Restatement of the Law Torts, 2nd, Secs. 1-280, p. 296.

1 "The defendant is liable for an intentional entry although he has acted in good faith, under the mistaken belief, however rea-sonable, that he is committing no wrong. Thus, he is a trespasser although he believes that the land is his own, or that he has the consent of the owner, or the legal privilege of entry; or although he is a child too young to understand that what he is doing is wrong. The interest of the landowner is protected at the expense of those who make innocent mistakes ..." Prosser, The Law of Torts, 3rd ed. 1964 Ed., p. 74.

"It is also to be borne in mind that the intent, with which an act is done, is not the test of liability of a party to an action for trespass. A person may be ever so innocent of an intention to cross the invisible boundary of his neighbor's land, or he may believe that he has a perfect right to cross it, and yet his inno-cence and good faith will not protect him. His conduct may be marked by the utmost civility, and even be actuated by a desire to benefit, or it may in fact benefit the owner. Still, if his entry was unauthorized, he is a trespasser and liable accordingly. Mere inadvertence or accident in crossing the line will not save him from trespass, nor will plaintiff's failure to prove

that de-fendant's act caused substantial damage. The law implies damages from the trespass. Even though the harm be so trifling, that plaintiff's witnesses are unable to place any estimate upon the injuries inflicted, yet, it is said, if no recovery could be had, the trespasser, by repetition of the act and the lapse of time, might acquire an easement in plaintiff's land, in spite of anything that could be done to prevent it." Burdick's Law of Torts, 1926 Ed., Sec. 52, pp. 408-409.

"When one commits a trespass upon the person or property of another, whether intentional or unintentional, there are few defenses which will excuse and relieve him from liability. For example, the intent with which an act is done is not a test of liability in trespass; therefore, a mistake of law or fact or absence of bad faith on the part of the defendant will not excuse a trespass. Advice of counsel, even though acted on in good faith, will not relieve a trespasser from liability. A trespasser cannot relieve himself from liability by showing that a third person directed, ordered or authorized him to do the illegal act complained of. As in the case of other torts, infancy is not a defense to liability in trespass." 52 Am. Jur., p. 864.

"Where defendant had a right to do the act, ordinarily, his motive is immaterial. Generally, good faith, or the fact that defendant acted on advice of counsel is no defense, at least if full disclosure of the facts was not made. Hence, a bona fide claim of right either to real or personal property constitutes no defense to trespass although the belief was unintentionally induced by plaintiff." 87 C.J.S. 992, Trespass, Sec. 33.

"Fact that trespass results from an innocent mistake, and in that sense, is not deliberate or willful, does not relieve the trespasser of liability therefor or for any of the results thereof; and, therefore, even if defendant in action for trespass to land had made the most careful and exhaustive inquiry into ownership of land before committing trespass, it would nevertheless be liable therefor. *Kopka v. Bell Tel. Co. of Pa.*, 91 A. 2d 232." 87 C.J.S., p. 992, Footnote, 45.

1 Restatement, Torts, 2d. Sec. 164, p. 297.

1 On Dec. 28, 1954.

2 *Dizon v. Bayona*, 98 Phil. 942, 948-949.

1 In *Dizon v. Bayona*, supra.

1 Supra.

2 See pp. 12-13 of this opinion.

1 See pp. 13-19 hereof.

2 See p. 10 of this opinion.

3 G.R. Nos. L-20300-01 and L-20355-56, April 30, 1965.

1 *Dizon v. Bayona*, 98 Phil. 942.

2 CA-G. R. No. 24186-87-R.

3 G.R. Nos. L-20300-01 and L-20355-56.

1 63 Phil. 87.

2 In other words, dispositive part of a decision.

3 30-A Am. Jur., pp. 212-213.

1 63 Phil. 231.

1 83 Phil. 491.

2 85 Phil. 43.

3 105 Phil. 814.

1 78 Phil. 570, 574, 575, 576-577.

2 1 Freeman on Judgments, 275.

1 Underscoring ours.

2 Underscoring ours.

1 98 Phil. 688.

2 102 Phil. 390.

3 104 Phil. 254, 258.

4 G.R. No. L-16250, June 30, 1964.

5 G.R. No. L-18930, Feb. 28, 1967.

6 Supra.

7 G.R. No. L-27377, March 31, 1971.

1 "We find merit in the contention of the petitioners much as we sympathize with the plight of respondents for, while it is true that in the decision in civil case No. 123 the court made a finding that respondents were entitled to demand the fulfillment of the contract of sale regarding the portion of the lot containing an area of 137 square meters, such however is not controlling for the purpose of res judicata but what appears in the dispositive part of the decision. In fact, the only portion of the decision that be-came the subject of execution is what is ordained or decreed in such dispositive part. Whatever may be found in the body of the decision can only be considered as part of the reasons or conclu-sions of the court and while they may serve as guide or enlighten-ment to determine the ratio decidendi, what is controlling is what appears in the dispositive part of the decision. Thus, in one case it was held that 'The presumption of res adjudicata cannot be de-duced from the grounds of the order, but from the fallo or from the dispositive part of the order, which is the real judgment in the case in litigation.' (Archbishop of Manila vs. Director of Lands, 35 Phil. 339). In another case it was also held that, 'In a case decided by the court on appeal, the true judgment of legal effect is that entered by the clerk of said court pursuant to the dispositive part of its decision.' (Gutierrez Hermanos vs. De la Riva, 46 Phil. 827). And the reason why the same issue cannot be litigated again is that, 'Public policy and sound practice demand that, at the risk of occasional errors, judgments of courts should become final at some definite date fixed by the law. The very ob-ject for which courts were constituted was to put an end to contro-versies.' x x x.

"It may be contended that the court in civil case No. 123 committed a mistake in dismissing the case outright or in not mak-ing a partial adjudication in favor of respondents as regards the portion of the lot containing an area of 137 square meters in line with the finding it has made in the body of the decision, but such error, if any, cannot affect the applicability of the principle of res judicata for the same attaches even when the prior decision is erroneous. Thus, it is a well-settled rule that 'a final judg-ment or order on the merits, rendered by a court having jurisdic-tion of the subject-matter and of the parties, is conclusive in a subsequent case between the same parties and their successors in interest litigating upon the same thing and issue, regardless of how erroneous it may be.' x

x x.

"On the other hand, the plight of respondents can only be attributed to themselves or their counsel. Knowing well that an omission has been committed by the court, they should have filed a motion for reconsideration or appealed from its decision in order that the error or omission may be corrected, but they failed to take either action and instead allowed the decision to become final and executory. x x x." (Underscoring ours.)

1 Underscoring ours.

1 104 Phil. 254, 258.

1 L-16250, June 30, 1964.

2 G.R. No. L-18930, Feb. 28, 1967.

1 G.R. No. L-24318, August 29, 1969.

2 At page 5 of this opinion.

1 Contreras v. Felix, 78 Phil. 570, 575-576; Li Kim Tho v. Sanchez, 82 Phil. 776; Frimm v. Atok-Big Wedge, G.R. No. L-11887, Dec. 29, 1959; Tolentino v. Ongsiako, G.R. No. L-17938, April 30, 1963. See also, Dy Cay v. Crossfield, 38 Phil. 521; Layda v. Legazpi, 39 Phil. 83; Ebero v. Cañizares, 79 Phil. 152, 154; Viquiera v. Baraña, 79 Phil. 486; Rili v. Chumaco, 98 Phil. 505; San Pablo Oil Factory v. CIR L-18270, Nov. 28, 1962; People v. Villanueva, G.R. No. L-18769, May 27, 1966; Ocampo v. Caluag, G.R. No. L-21113, April 27, 1967.

1 The Law of Torts, by William L. Prosser, 3rd ed., 1964, pp. 14-15.

2 4 Pub. Am. Soc. Society (1920), p. 15.

3 Prosser, op. cit., p. 15.

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DISSENTING OPINION

TEEHANKEE, J.:

I fully concur in the masterly and comprehensive dissent of the Chief Justice. I fear that the majority resolution, which in effect reviews and overturns the long final and executory judgment of this Court in Case G.R. No. L-20950, May 31, 1965, has so far departed from the well nigh-universal doctrines and principle as of finality of judgments and law of the case extensively discussed in the Chief Justice's dis-sent - without specifically defining the factors and elements that would exempt the case at bar therefrom or at least synthesizing why it is an exception - that I must unburden myself of the following ob-servations:

1. To begin with, there is no question that the lower Court's decision affirmed by the Court in Case L-29950, May 31, 1965, and sought to be executed in this proceeding has long become final and executory, judgment having been entered since December 11, 1965. Upon petition filed in this case on May 27, 1966, the Court issued on June 30, 1967 its decision herein, directing respondent judge to order the issuance of a writ of execution for the

enforcement of the decision affirmed in Case L-20950. The Court in its Resolution of September 13, 1967 denied respondents' Motion for Reconsideration of August 3, 1967 "because the points stressed therein are dependent upon a question settled by a former judgment that is admittedly final and executory."

Upon consideration now of respondents' second motion for re-consideration of September 19, 1967 and supplemental second motion for reconsideration of September 22, 1967 and other pertinent pleadings subsequently filed by the parties, the majority resolution would now set aside the decision of June 30, 1967 rendered in this case and dismiss the herein petition, by the simple expedient of holding belatedly and tenuously that "since the torrens titles of the Dizons served to shield them against any stigma of bad faith (in Case L-20950), the same legal rule must obtain as respects any imputation of bad faith against the private respondents herein. In other words, there is no reason why the reliance of the Dizons upon the indefeasibility of their torrens titles should vary in its effect from the reliance of Ayala y Cia Hacienda Calatagan and/or Alfonso Zabel, or, for that matter, of any other person upon theirs." [1]

The Court's decision in said Case G.R. No. L-20950 is bereft of anything that would warrant this imputation or conclusion of the majority resolution. On the contrary, said respondents' titling of an estimated 2,500 hectares of the public domain, including over 400 hectares of the beach, foreshore and territorial sea, which was declared null and void in the decision, negates any such imputation and conclusion. Specifically, the Court, citing the antecedent 1956 case of *Dizon vs. Bayona*, [2] found in said Case L-20950 that "In the present case, as the lots covered by TCT No. T-9550 issued in the names of defendants Dizons (and which were purchased by the latter from defendants Ayala y Cia, and/or Alfonso Zobel) were found to be portions of the foreshore or of the territorial waters, the lower court committed no error in rendering judgment against said defendants and ordering the reversion of said properties to the public dominion." [3]

If we were to go by the expressly cited case of *Dizon vs. Bayona* involving exactly the same Dizons (purchasers from Ayala y Cia. and/or Alfonso Zobel and occupants up to now of the illegally titled lots of the public domain duly leased by the Government to, but wrongfully withheld from, petitioner Tolentino) the Dizons could not be deemed as "purchasers in good faith." As far back as 1956 when the Dizons were contesting the Government's grant of the fishpond permits over the same lots to Tolentino on the ground that they had purchased the same from Ayala y Cia which had wrongfully titled the same, the committee named by the Secretary of Agriculture and Natural Resources for the purpose had after due investigation with notice found that "the land where these fishponds were located was ... part of the public domain." [4]

This Court had then already put on notice the Dizons and herein respondents that their titles derived from Ayala y Cia. were null and void, since they covered non-alienable and non-registrable land of the public domain, thus: "But even if they should succeed in showing that their Torrens certificates of title describe parcels of land which are comprised within the area of the tract of land known as Hacienda Calatagan, owned by and registered in the name of Ayala y Cia., as evidenced by Torrens transfer certificate of title No. 722, still if said lots Nos. 1 and 49 of subdivision plan Psd-27941 are really part of the sea, beach, or foreshore, the same can not be registered under the Registration Act (Act No. 496, as amended) in the name of anyone, for they are not registrable, are non-alienable and belong to the public domain to be administered and managed by the State for the benefit of the people." [5]

In the April 1965 cases of *Dizon vs. Rodriguez*, G.R. Nos. L-20300-01 and 20355-56, April 30, 1965, likewise expressly cited by the Court in Case G.R. No. L-20950, "which involved exactly similar circumstances as the present case except that the Dizons were the ones who initiated the judicial action (and failed) to confirm their possession of the lands therein in question (derived from the illegally secured titles of herein respondents covering navigable waters of Pagaspas Bay)" 5-a the Court emphasized to the Dizons and herein respondents that

"it is an elementary principle that the incontestable and indefeasible character of a Torrens certificate of title does not operate when the land thus covered is not capable of registration."

But since the Court had found in Case L-20950, however erroneously and contrary to the cited notice of the nullity of their titles given since 1956 to the Dizons and herein respondents in *Dizon vs. Bayona*, that "there (was) no showing that defendants Dizon are not purchasers in good faith" and "that as such possessors in good faith, the defendants Dizons cannot also be held liable for damages allegedly suffered by other parties on account of their possession of the property", such final finding in favor of the Dizons is already beyond revision, modification or correction even by this Court.

By the same token, and a fortiori, it is respectfully submitted that the corollary imputation and finding of bad faith correctly made in the same Case G.R. No. L-20950 against herein respondents as the source of the Dizons' void titles - which then sentenced herein respondents exclusively to pay Tolentino the awarded compensatory damages of P3,000.00 yearly per hectare wrongfully withheld from him - is beyond revision or modification even by this Court. This Court expressly confirmed the lower court's factual findings that "certain areas originally portions of the navigable water or of the foreshores of the bay were converted into fishponds or sold by defendant company (herein respondent Ayala y Cia.) to third persons (the Dizons, among them)"⁶ when it wrongfully expanded by magnetic survey the boundaries of its original title to Hacienda Calatagan to include these non-alienable and non-registrable "portions of the foreshore or of the territorial waters."⁷

It defies logic for respondents to now claim that as the very source of the void and illegal titles of the Dizons to non-registrable lands of the public domain and portions of the territorial waters, they should be shielded from the liability for damages attributable to their wrongful act of selling without right such property to the Dizons, simply because the Dizons were held to be shielded from such liability precisely because they (the Dizons) had depended allegedly in good faith on the conveyance to them by respondents. No one, such as respondents, who wrongfully secures title to patently non-registrable and non-alienable and clearly visible portions of the public domain, such as the sea, beach and foreshore, notwithstanding due notice and admonition given by the government authorities, (*supra*, *Dizon vs. Bayona*) can possibly claim to have obtained such illegal title, or to have disposed of it, in good faith.

2. The majority resolution would thus overturn the final and executory decision affirmed in Case L-20950, notwithstanding the clear and categorical judgment, as set forth in its dispositive part, expressly sentencing the respondents herein to jointly and severally pay petitioner Miguel Tolentino the compensatory damages therein awarded. Yet, it is acknowledged that it is not "legally permissible" at this late stage to "attempt in any way to alter or modify" the basic decision in Case L-20950 and that "reopening the main case cannot be legally done anymore."⁸ I submit that if the basic decision in Case G.R. No. L-20950 concededly cannot be altered or modified directly in the same case, neither may such alteration or modification be done indirectly in the case at bar, as the majority resolution would do, by reading into the said decision something that is not there, i.e. its holding now "that the modification of the lower court's decision has the effect of absolving not only the Dizons but also the other defendants, Ayala y Cia. and Alfonso Zobel"⁹ from the joint and solidary liability for damages to Tolentino imposed upon them by the trial court.

3. Even respondents themselves did not read it this way. In fact, they expressly discarded such contention. In their motion of January 8, 1966 to quash the execution writ originally issued by respondent judge, as well as in their answer to the petition at bar, respondents contended that "the extinction of the Dizons' liability carried with it the extinction of the liability of Ayala and Zobel, because of their joint and several nature." And when this was rejected in the decision at bar as "absolutely devoid of merit," respondents, in their first Motion for Reconsideration of August 3, 1967 expressly abided by the Court's rejection of such a reading of the basic

decision in Case L-20950 and manifested that "we do not now insist upon (it)."

4. All the other arguments of respondents as to the unfairness, ambiguity, injustice and inequity of the basic decision in Case G.R. No. L-20950 expressly ordering all of them, the Dizons excepted, to jointly and severally pay Tolentino the awarded damages were rejected in the Court's Resolution of September 13, 1967 as already barred by said decision, which had admittedly become final and executory since entry thereof on December 11, 1965. Indeed, if there were such ambiguity or unfairness in the judgment, notwithstanding its express terms, respondents' plight, to paraphrase *Edwards vs. Arce*,¹⁰ can only be attributed to themselves or their counsel, for they should have filed the corresponding motion to have the Court remove such alleged ambiguity or unfairness but failed to take such action and allowed the judgment to become final and executory. Said judgment is now *res adjudicata* and it is too late now to seek clarification of the alleged ambiguity or relief from the alleged unfairness, much less in an ancillary proceeding of *mandamus* such as the case at bar to enforce execution of the judgment, long final and executory since 1965. This is equally true of the alleged lack of definite bases in fact and in law as to the conclusion and controlling part of the decision, affirming the trial court's judgment sentencing all the defendants to pay Tolentino the awarded damages, but modifying it by excluding the Dizons from liability. The time to raise such question of alleged failure of the trial judge's decision to comply with the Constitutional mandate was when the main case was still before the Court and before it became *res adjudicata*.

5. What is worse is that all these arguments of respondents to the effect that "neither the judgment of the trial court nor that of this Court (in case G.R. No. L-20950).. adjudged them liable for the damages claimed by Tolentino" would now at this late stage be accepted by the majority, which would now hold that "taking all pertinent circumstances into account and giving due regard to all considerations, both legal and equitable, the decision of this Court of May 31, 1965 in G. R. No. L-20950 may not be construed or understood as holding respondents Ayala y Cia and Alfonso Zobel liable for the damages claimed by petitioner Miguel Tolentino." To do this, the simple phrase "all the defendants" in paragraph (c) of the dispositive part of said judgment, sentencing all the defendants to pay Tolentino the awarded damages, is dissected and by means of analyzing the phraseology and punctuations used, the conclusions are reached that it is "untenable" that the phrase necessarily includes the defendants Ayala y Cia and Alfonso Zobel; that "there is looseness in Judge Tengco's language that creates room for uncertainty as to the exact import of the judgment"; that the phrase "suffers from latent ambiguity literally, " and this Court's decision, affirming Judge Tengco's decision and excluding the Dizons from liability "would appear to be vague and even incomplete."¹¹ I submit that there is no valid warrant for discarding the clear, unequivocal and express import of the simple phrase "all the defendants."

The most incontrovertible proof that the judgment affirmed by this Court in said Case L-20950 expressly adjudge the respondents liable for the damages claimed by Tolentino and that respondents themselves so understood it is found in the very brief of the respondents Ayala y Cia. and Alfonso Zobel as defendants-appellants therein.¹² In their said appellants' brief, respondents expressly made the following Fourth Assignment of Error and representations against Judge Tengco's decision:

"FOURTH ASSIGNMENT OF ERROR

"THE LOWER COURT ERRED IN ORDERING ALL THE DEFENDANTS JOINTLY AND SEVERALLY TO PAY COMPENSATORY DAMAGES TO INTERVENOR MIGUEL TOLENTINO, AS WELL AS THE COSTS OF SUIT.

"In its decision subject of this appeal, the lower court ordered all of the herein defendants jointly and severally to pay Miguel Tolentino compensatory damages in the sum of P3,000.00 a year per hectare of Lot 360 from March 11, 1954, until he is placed in lawful possession of the said area." (p. 260, R. on A.) The lower court stated in this connection:

'... To the mind of the Court, insofar as this Lot 360 is concerned, the Dizons began possessing in bad faith from the time that they became aware of a defect in their title or mode of acquisition (Art. 526 of the Civil Code, *Leung Yee v. Strong Machinery Co.*, 37 Phil. 644). This was on March 11, 1954, when the Director of Fisheries dismissed their protest to the fishpond application of Tolentino on the ground that the fishpond was outside the boundaries of Hacienda de Calatagan and a part of the territorial sea. As such possessor, they are liable for the fruits received as well as those which the lawful possessors would have received pursuant to Article 54 (should be 549) of the Civil Code. From the time this complaint has been filed up to the present, it has been admitted that the defendants Dizons are in possession of the portion of the sea denominated as Lot 360 of Psd-40891. Evidence shows that the fruits that could be received were P1,000.00 per hectare of milk-fish or bañgos, and P2,000.00 per hectare for shrimps, crabs and other fishes. Intervenor Tolentino should therefore be awarded damages in the sum of P3,000.00 a year per hectare from March 11, 1954 until he is placed in lawful possession of the fish-pond in Lot 360' (pp. 258-359, R. on A.)"¹³

Respondents in their said appellants' brief then proceeded to give five reasons and arguments "why the ruling of the lower court on this point is erroneous", to wit: -

- (1) The finding of damages at the rate of P3,000.00 per hectare was based on Mercado's testimony, as against Tolentino's testimony who claimed damages at P4,000.00 per hectare, and Mercado's testimony cannot be used as a safe basis for measuring Tolentino's damages;
- (2) Tolentino's testimony on the matter of investment was incredible;
- (3) The damages are being awarded to Tolentino and not to the Republic of the Philippines;
- (4) "The incontrovertible evidence is to the effect that the Hacienda de Calatagan was brought under the operation of the Torrens system since 1909. When defendants Dizons leased Lots 360, 362, 363 and 182 from Alfonso Zobel in February, 1949, said Hacienda was already the subject of a resurvey under the true azimuth system, and plan Psd-27458 was approved by the Bureau of Lands. Since then, said defendants proceeded to convert these lands into fishponds at no small expense until it was finished in 1953. (t.s.n., p. 43, Sept. 21, 1961). When the defendants Dizons purchased those lots on September 3, 1954, they were already the subject of a subdivision survey. Considering these circumstances, the said defendants had every right to believe that they hold an indefeasible title to the lots in question."¹⁴
- (5) "It will be noted from the decision of the lower court that the alleged damages are awarded to Miguel Tolentino as lessee but not to the government as lessor of the fishpond constructed by defendants Dizons. This is a plain error.

"x x x It is clear from this that the lessee's (Tolentino's) right of action for damages, if any, arising from the failure to occupy the premises, should be directed against the lessor (government) but not against third persons".¹⁵

And taking up the cudgels for the Dizons, since they were liable as the source and vendor of the Dizons' titles declared to be null and void, respondents submitted the following alternative prayer in favor of the Dizons in their brief:

"WHEREFORE, defendants-appellants respectfully pray that the lower court's Decision dated June 2, 1962 in the above-entitled case be reversed in toto with costs against Miguel Tolentino. In the remote event that the lands in question will be held as parts of the public domain, it is respectfully prayed that defendants Dizons be declared entitled to reimbursement by Miguel Tolentino for all their necessary expenses, plus 6% per annum as interests thereon from the time the judgment herein becomes final until full payment thereof, and that they be allowed to retain the lots in question until they have been fully reimbursed therefor.

"Manila, October 2, 1963."¹⁶

Be it noted that in their alternative prayers in the event of affirm-ance or non-reversal of the lower court's decision adjudging them liable for damages, respondents merely prayed for modification of the decision in favor only of the Dizons, viz, that the Dizons be declared entitled to reimbursement for all necessary expenses from Tolentino, with right of retention until such reimbursement. Such modification was precisely granted by this Court, which further excluded from liability for the awarded damages the Dizons as alleged purchasers in good faith from respondents of the foreshore lots illegally titled by respondents.

It is patent that respondents acknowledged thereby that if the award of damages against all the defendants in the decision was to be affirmed, as in fact this Court so affirmed it, exempting the Dizons, respondents, as the vendors and source of the lot illegally titled, were in law liable and answerable for such damages.

There is no basis for holding, as the majority resolution does, that the final and executory decision in Case G.R. No. L-20950 suffers from "obvious injustice and inequity", for "so long as reimbursement is not made to them, they (the Dizons) will retain their right of posses-sion. On the other hand, the private respondents in this special civil action will continue to be liable for damages to petitioner Miguel Tolentino, Sr. for about P90,000.00 a year."¹⁷ As the records of the case at bar plainly show, petitioners, particularly Tolentino, imme-diately after the rendition of the judgment in Case G.R. No. L-20950, affirming that of the lower court but granting the modification in favor of the Dizons of allowing them the right of retention until reimbursement as prayed for by herein respondents themselves, had sought execution of the judgment as thus modified, to the extent of instituting the present mandamus pro-ceedings, where judgment was promulgated in their favor over four years ago on June 30, 1967. All the delay in the execution of the judgment had been caused solely by respondents' resistance to and refusal to abide by the express terms of the final judgment, even as affirmed by this Court with the very modification alternatively sought and obtained by themselves.

6. When Case G.R. No. L-20950 was heard on appeal, therefore, res-pondents made then none of their present claims that Judge Tengco's decision did not adjudge them liable for damages to Tolentino or that the decision was vague or ambiguous or that it was unjust and inequitable, for "there is nothing in the findings of fact or conclusions of law of the decision of the lower court in the said Civil Case No. 373 which could form the basis for an award of damages in favor of petitioner Miguel Tolentino, Sr., and against the private respondents in this special civil action.¹⁸ They expressly assigned as error such judgment for damages against them and disputed Tolentino's factual and legal right thereto.

But as stated in the preceding paragraph, respondents acknowledged, for they never questioned in their fourth assignment of error or prayer in their brief above quoted, that in the event of affirmance of Judge Tengco's judgment against them for damages, there was factual and legal basis therefor in that they were the vendors and source of the illegally titled foreshore lots. More, respondents expressly pinpointed in their brief the actual factual and legal bases stated in Judge Tengco's decision, for so holding them liable for damages, specifically, "the fishpond (sold by them to the Dizons) was outside the boundaries of Hacienda de Calatagan and a part of the territorial sea." (supra, paragraph 5).

How can respondents then now come before this same Court and present the sham argument that they were not adjudged liable for the damages awarded to Tolentino in Judge Tengco's judgment, affirmed by this Court in Case G.R. No. L-20950, which is now res adjudicata? Or pretend that such judgment is susceptible of two conflicting interpre-tations? And how can respondents claim now that "the modification of the lower court's decision has the effect of absolving not only the Dizons but also the other defendants, Ayala y Cia. and Alfonso Zobel,"¹⁹ when, as pointed out in paragraph 3 of this opinion, they had in their first motion for reconsideration expressly accepted

and abided by the ruling in this Court's decision that their argument of extinction of their liability with the extinction of the Dizons' liability was "absolutely devoid of merit?"

All these arguments of respondents, in the face of the incontrovertible fact of record that respondents clearly and unqualifiedly understood that Judge Tengco's judgment held them liable for the damages awarded to Tolentino cannot but be denounced to be just as sham and captious as their manifestations and prayer in their motions for reconsideration (first and second) "that the judgment at bar be set aside insofar as it orders respondents Ayala y Cia. and Alfonso Zobel, jointly and severally, to pay Miguel Tolentino the sum of P3,000.00 per hectare per year for 29.8639 hectares of Lot No. 360 from March 11, 1954 until he is placed in lawful possession thereof. This is a transparent attempt to go around the barrier of the former judgment against them, for respondents well know that it is not the judgment at bar but the former judgment in Case G.R. No. L-20950 affirming Judge Tengco's decision that so holds them liable to Tolentino for said damages, and that said former judgment long became *res adjudicata* since 1965 and is concededly beyond setting aside or reopening in this or any other proceeding, (*Supra*, par. 2 hereof).

It is therefore regretfully stated, with due respect, that it fails comprehension how the resolution of the majority (only one of whom took part in the promulgation of the Court's decision of May 31, 1965 in Case G.R. No. L-20950) can, in the light of the foregoing and assuming that this Court had the power, now speculate that "it was never in the mind nor in the contemplation of this Court that the private respondents in this case were also considered by the court *a quo* as liable for the compensatory damages in question to petitioner Miguel Tolentino, Sr., for the simple reason that it was only the Dizons, as previously stated above, who were in possession and were the registered owners of Lot 360, Psd-40891 of the Batangas Cadastre, at the time petitioner Miguel Tolentino, Sr. filed his fishpond lease application on March 11, 1954, the date when his cause of action accrued."20

7. Respondents in their second and supplemental second motions for reconsideration raised no new grounds or special circumstances arising after the finality of the basic decision in G.R. No. L-20950 and not available at the time of the filing of their first motion for reconsideration, in violation of Rule 37, section 4 and Rule 15, section 8 of the Rules of Court. These self-same arguments had already been advanced in their answer and their first motion for reconsideration and rejected by the Court in its decision in the case at bar and its Resolution of September 13, 1967. The pending motions reiterating the same rejected contentions were correctly assailed by Tolentino in his pleading of September 5, 1968 as *pro forma* motions which deserved no further consideration, in accordance with the Court's hitherto consistent stand against multiplicity of motions.

8. The respondent judge refused to execute any portion of the final decision affirmed in Case G.R. No. L-20950, particularly paragraph (a) of the dispositive part or judgment declaring as null and void Ayala's T.C.T. No. T-9550 and other sub-division titles, which were reverted to public dominion. This part of the judgment was affirmed without any modification and not even the respondents raise any question of ambiguity about it. As a matter of fact, respondents' first and second motions for reconsideration seek only the reconsideration of the decision at bar insofar as the awarded damages of Tolentino are concerned. As stated by the State on pp. 12-13 of the petition. "Indeed, it seems that the trial judge is bent on making things difficult for the plaintiff and intervenor. x x x All that(he) has to do, is to issue an order addressed to the Register of Deeds of Batangas directing him to cancel the title in question pursuant to said paragraph of the final and executory decision of the Court of First Instance of Batangas." Yet, the majority resolution would sustain even this unjustified refusal of respondent judge and without any given reason, entirely set aside the decision at bar and deny the petition, notwithstanding the clear ministerial duty on the part of respondent judge to execute this undisputed portion of the judgment.

9. The majority resolution totally setting aside the Court's decision at bar of June 30, 1967 which merely granted the original and ancillary petition for mandamus filed with us for the issuance of a writ of execution of respondent court's basic decision of June 2, 1962, as affirmed with modification in the Court's decision of May 31, 1965 in Case G.R. No. L-20950, leaves in shambles the said basic decision which has been long final and executory since entry of our judgment in said Case G.R. No. L-20950 on December 11, 1965.

As shown above, (supra, paragraph 5), the Court's modification of respondent court's basic decision of June 2, 1962 reserved the Dizons' right to retention of the property (Lot 360) until they are reimbursed of their necessary expenses thereon and excluded them from the award of damages to Tolentino. Such modification was made precisely at respondents' instance and insistence in their appellants' brief in Case G.R. No. L-20950, where they submitted the alternative prayer, not on their own behalf, but on behalf of the Dizons, that should the lands be held, as actually they were held, to be parts of the inalienable public domain "that defendants Dizons be declared entitled to reimbursement by Miguel Tolentino for all their necessary expenses, and that they be allowed to retain the lots in question until they have been fully reimbursed therefor." Clearly, in such event, since respondents, as vendors and source of the lots illegally titled, remained as the parties liable to pay the damages awarded to Tolentino, the latter in turn would out of such damages reimburse the Dizons' necessary expenses and effect their surrender of the pro-property.

But now with the majority resolution setting aside the foregoing antecedents of record and exempting respondents Ayala et al. from their final judgment liability for such damages, there is no longer any one bound to reimburse the Dizons for their expenses. The Dizons to all intents and purposes may now retain for all time the property, notwithstanding that in the Court's very decision in said Case G.R. No. L-20950, it expressly found that the subject lots were "portions of the foreshore or of the territorial waters" and affirmed respondent court's judgment "ordering the reversion of said properties to the public dominion."

10. The decision at bar expressly reminded the respondent judge that it was his ministerial duty to order the issuance of the writ of execution, even if he entertained the doubts pointed out in his questioned orders. It is indisputable doctrine, grounded on public policy and sound practice that there must be a point of finality to judicial controversies, so that not even this Court can revise, much less reverse, its final decisions. In pursuance thereof, the equally indisputable doctrine has been evolved that the judgment or decree, as distinguished from the body of the opinion, is set out in the dispositive part of the decision and pre-vails over the opinion. So once final judgment is rendered, the lower court is called upon to execute the judgment or decree as embodied in the dispositive part of the decision, as affirmed or modified on appeal by this Court, regardless of any inconsistency between the decree and the body of the opinion or of any deficiency, be they real or imagined. Thus, this Court has always ruled that the lower courts cannot review or interfere with any matter decided on appeal, or give other or further relief, or assume supervisory jurisdiction to interpret or reverse the final judgment of the higher court. Yet, the respondent judge did just this in his Order of February 2, 1966, stating "that the interpretation of the Supreme Court's decision cannot be made by a mere mathematical process of substraction (of the Dizons) but rather by understanding its rulings which will control in the interpretation of the decision."²¹ The majority resolution's sanctioning of this action of respondent judge and upholding of his interpretation of this Court's decision as correct - instead of enforcing the cardinal principle that his is the ministerial duty to issue the writ of execution of the judgment as embodied in the dispositive part of the decision and any alleged doubts as to the correct interpretation of this Court's judgment in the case must be obtained from this Court exclusively by the party adversely affected thereby - opens the floodgates to endless litigations and judicial chaos, with the litigants exploiting every little gap in the decision on appeal, and each judge making his own subjective interpretation of the same in accordance with his understanding of the rulings, and reviewing, as respondent judge did, even the motions for reconsideration filed with this Court in the appealed case and the pronouncements, or lack thereof, of

this Court on the litigants' respective contentions.

I vote, therefore, to maintain the decision at bar and to deny respondents' second and supplemental second motions for reconsideration.

[1] At page 24; note in parentheses supplied; see also Justice Barredo's concurring opinion, at page 18.

[2] 98 Phil. 942 (April 28, 1956).

[3] Republic vs. Ayala y Cia, G.R. No. L-20950, 14 SCRA 259, 263.

[4] Dizon vs. Bayona, 98 Phil. 942, 944.

[5] Idem, at pp. 948-949.

5-a Justice Barredo's concurring op. at p. 15, notes in parentheses supplied.

6 Republic vs. Ayala y Cia., G.R. No. L-20950, 14 SCRA 259, 262.

7 Idem, at page 263.

8 Justice Barredo's concurring op., at page 20.

9 Idem, at page 18.

10 98 Phil. 688.

11 Justice Barredo's concurring op., pp. 9, 11, 12 and 15; See also majority resolution, pp. 15-17.

12 Rollo, Case G.R. No. L-20950, p. 246.

13 Respondents' Brief in G.R. No. L-20950, pp. 88-89; emphasis supplied.

14 Emphasis copied from brief, pp. 95-96.

15 Emphasis copied from brief, pp. 98-99.

16 At page 105, emphasis supplied.

17 Main resolution, at page 20.

18 Majority Resolution, at page 5.

19 Justice Barredo's concurring opinion, at page 18.

20 Majority resolution, at page 24.

21 Notes in parentheses and emphasis supplied.

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