

## **HERMINIGILDO M. REYNALDO, PETITIONER, VS. HACIENDA BENARES / BENITO MALAN, NATIONAL LABOR RELATIONS COMMISSION, 7TH DIVISION, CEBU CITY, RESPONDENTS.**

Ponente: QUIJANO-PADILLA, J.

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### **QUIJANO-PADILLA, J.:**

This is a Petition for Certiorari[1] under Rule 65 of the Rules of Court assailing, on the ground of grave abuse of discretion amounting to lack or in excess of jurisdiction, the Decision dated August 30, 2013[2] and November 25, 2013[3] Resolution of the National Labor Relations Commission (NLRC), 7[th] Division, Cebu City in NLRC Case No. VAC-07-000411-2013. The assailed Decision set aside the May 27, 2013 Decision[4] of the Labor Arbiter in RAB Case No. VI-10-10629-12 and dismissed the petitioner's complaint for illegal dismissal. On the other hand, the assailed resolution denied petitioners' motion for reconsideration.

### **The Antecedents**

The instant case stemmed from a complaint[5] for illegal dismissal, non-payment and/or underpayment of salary, non-payment of overtime pay, 13th month pay, moral and exemplary damages, and attorney's fees before the NLRC, Regional Arbitration Branch (RAB) No. VI, Bacolod City. The antecedent facts of the case, as culled from the NLRC,[6] are as follows:

“The facts according to complainant:

Complainant states that he was employed sometime in 1995 as one of the laborers of Benito Malan, Sr. at Hacienda Bantud, Brgy. Concepcion, Talisay City.

The nature of complainant's work as laborer includes hulip, patdan, planting, weeding, fertilizer application, and all other works related to sugarcane farming. Complainant claims that he was paid below the pakyaw rate, if he works on pakyaw basis, or if he worked on a daily basis, he was only paid the amount of P120.00 per day.

Respondent Benigno Malan employed more than ten (10) workers in the hacienda alone.

By reason of the low wages, non-payment of benefits, and non-compliance with the SSS law, complainant, together with his co-workers at the hacienda, filed a complaint for inspection before the Department of Labor and Employment in the last quarter of 2008. An inspection was, thus, conducted at the hacienda on 13 January 2009 with a finding that his employer, Benito Malan, Sr., underpaid the laborers of their wages and 13[th] month pay and failed to pay them their service incentive leave pay and SSS coverage.

In December 2008, complainant joined the Hacienda Alusiman-Malan Farm Independent Workers Union (HAMFIWU) as one of its members and supported the filing of a Petition for Certification Election in December 2008.

Complainant's employer, Benito Malan, Sr., vehemently and actively opposed the petition for certification election and started intimidating the members of the union including complainant, and induced other workers in the hacienda to refrain from joining the union.

In addition, respondent Malan claimed that he was no longer engaged in sugarcane farming because he is already old at the age of 75 years.

The certification election held on 09 June 2009 resulted to a failure of election by reason of the fact that respondent Malan, Sr., acting in cohorts with his son, Wilfredo Malan, actively opposed said election.

On the day following the election, complainant's house were partially burned and some of his farm tools were stolen. Despite the fact that complainant reported the incident for proper action, no action was taken by the Punong Barangay, William Malan, who is the son of respondent Benito Malan, Sr.

Another certification election was held sometime in July 2009, but again it resulted to a failure of election by reason of the active opposition of Benito Malan, Sr. and his son, Wilfred Malan.

Right after the second certification election, while complainant was waiting for his ride home in front of the barangay market, Joel Hortillano, a known supporter of Benito Malan, Sr. and Wilfred Malan, suddenly punched him in the face and body and while delivering the blows, Hortillano uttered:

'Kaw guid gapa isog isog nga mag union ang mga tawo di.'

Complainant suffered contusions in his face and body because of the injury inflicted upon him by the supporter of his employer, Malan, Sr.

During the start of the crop year 2009-2010, to their surprise, "Siopao Malan", the wife of William Malan, was already the one paying the salaries and would not anymore allow complainant to sign any paper unlike in the previous pay periods.

Complainant was not given regular work and was instead assigned to work areas where non-union members would refuse to be assigned because the work was difficult and the pakyaw rate was lower.

Sometime in September 2010, Benito Malan, Sr. came to complainant's house and threatened to evict him from the hacienda because he was no longer working for him.

Malan Sr. even dared complainant to file a labor case against him and bragged that he has money to pay lawyers including labor officials to decide against him.

By reason of the unjust and illegal dismissal and the continuous curtailment of his right to self-organization, complainant was constrained to engage the services of a lawyer to protect his rights and interests.

The facts according to respondents:

Respondents state that Hacienda Benares is a small sugarcane farm with a total area of 86,722 square meters. The farm is owned by William Llena Malan married to Rosalie Daulong and Winelyn Malan married to Leonel Tomayao.

In December 2009, the farm was leased by the owners William Llena Malan and Winelyn Malan to their father, respondent Benito Malan, Sr. for a period of two years at P10,000.00 per hectare. The lease was to start in crop year 2009-2010 to June 2011.

When the lease expired in June 2011, respondent Benito Malan, Sr. no longer renewed the lease contract because of his old age. Respondent Malan Sr. was then already 72 years of age and could no longer tackle to handle the administration of the farm. The farm was then leased by Wilma Malan, who is presently the one cultivating the farm.

On 13 January 2009, the farm underwent a routine inspection by the Department of Labor and Employment and uncovered the following violations: underpayment of wages both on pakiao and daily paid workers; underpayment of 13<sup>th</sup> month pay; non-payment of Wage Order No. RB 6-16; and non-payment of five days

service incentive leave pay. Per continuation, the amount due to the workers totaled to P45,774.05. Complainant Reynaldo was computed to be awarded the amount of P6,132.75.

Upon the termination of the contract of lease of respondent Malan Sr. in June 2009, the workers were informed by respondent of the payment of their respective separation pay. However, the workers were indebted to the respondent by way of cash advances. The separation pay of some of the workers was not even enough to cover for their respective cash advances, hence, they refused to receive any amount and instead asked that they be allowed to work by the next lessee. In the case of complainant Reynaldo, he refused to receive his separation pay because he wanted a bigger amount despite the fact that he only worked for a short span during the period covered by the lease.”

### The Decisions of the Labor Arbiter and NLRC

After carefully weighing the parties' allegations and counter-allegations and the evidence on hand, the Labor Arbiter rendered its Decision[7] on May 27, 2013, dismissing the complaint of petitioner for illegal dismissal but awarded petitioner with separation pay and attorney's fees. The dispositive portion of said Decision reads:

WHEREFORE, premises considered, judgment is here rendered as follows:

1. DISMISSING the complaint of complainant for Illegal Dismissal due to his failure to establish the fact of his dismissal. However, instead of his reinstatement to his former position but without back wages be ordered, his separation pay is awarded in lieu of such reinstatement;
2. ORDERING the respondents, jointly and severally, to pay the complainant of his Separation Pay equivalent to one (1) month pay for every year of service based on the minimum pakyaw rate for a laborer in 2009, observing the formula followed in sugar industry, from the date of his employment in 1995 until his alleged dismissal in December 2009;
3. AWARDING complainant of his claim for Attorney's Fees equivalent to ten percent (10%) of his Separation Pay as mentioned above, both to be computed by the Fiscal Examiner of this Arbitration Branch;
4. ORDERING the respondents, jointly and severally, to pay complainant the aggregate sum of FORTY THREE THOUSAND SIX HUNDRED FORTY THREE AND 60/100 (PHP 43,643.60), representing the latter's Separation Pay and award of Attorney's Fees and to DEPOSIT said amount to the Cashier of this Arbitration Branch within ten (10) calendar days from receipt of this decision and to show proof of compliance thereof;
5. All other claims are denied for lack of merit. [8]

On the issue of illegal dismissal, the Labor Arbiter ruled that the petitioner failed to substantially prove the fact of his dismissal from his employment. The Labor Arbiter likewise ruled that by filing this case after the lapse of 2 years from his alleged dismissal and failing to validly explain the cause of such undue delay is an apparent indication that petitioner was never terminated from employment. However, the Labor Arbiter found it just and reasonable to grant the petitioner his separation pay in lieu of reinstatement to his former job as a laborer of the private respondent. The Labor Arbiter likewise awarded attorney's fees to petitioner.

Aggrieved, private respondent filed a Partial Appeal with Motion to Reduce Bond before the NLRC.[9] On appeal, the NLRC granted private respondent's motion to reduce bond and accordingly, resolved the instant appeal in private respondent's favor. According to the NLRC, it remains unclear as to which hacienda petitioner was truly an employee. While the petitioner implicates Hacienda Benares as respondent in this case for illegal dismissal, he simultaneously acknowledged Hacienda Bantud to have employed him in the first place and suggests being a member of the union in Hacienda Alusiman. Thus, a determination of liabilities in this case cannot be made comprehensibly without risking questions of fair play and certainty as an evaluation of petitioner's postulations in this case are neither here nor there.

The August 30, 2013 NLRC Decision disposed as follows:

WHEREFORE, premises considered, the decision of the Labor Arbiter is hereby SET ASIDE. Complainant's case for illegal dismissal is hereby DISMISSED.[10]

From the aforesaid Decision, petitioner moved for reconsideration,[11] which was opposed[12] by private respondent, but the NLRC denied the same in its February 29, 2012 Resolution.[13]

Hence, petitioner filed the present petition imputing grave abuse of discretion on the part of the NLRC based on this sole ground:

THE NATIONAL LABOR RELATIONS COMMISSION, SEVENTH DIVISION, COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR IN EXCESS OF JURISDICTION WHEN IT REVERSED AND SET ASIDE THE FINAL AND EXECUTORY DECISION OF LABOR ARBITER JESSIE SULLANO.[14]

This Court's Ruling

The petition is bereft of merit.

NLRC Did Not Err in Dismissing the Appeal

Petitioner charges NLRC of gravely abusing its discretion in reversing and setting aside the final and executory decision of the Labor Arbiter. Petitioner posits that the Labor Arbiter's decision has attained finality due to non-perfection of the instant appeal because of the reduced bond.

We are not persuaded.

The Court finds that petitioner substantially complied with the appeal bond requirement.

Before discussing the NLRC's ruling, however, this Court finds it necessary to emphasize the well-entrenched doctrine that an appeal is not a matter of right, but is a mere statutory privilege. It may be availed of only in the manner provided by law and the rules. Thus, a party who seeks to exercise the right to appeal must comply with the requirements of the rules; otherwise, the privilege is lost.[15]

In appeals from any decision or order of the labor arbiter, the posting of an appeal bond is required under Article 223 of the Labor Code, which reads:

Article 223. APPEAL. — Decisions, awards, or orders of the Labor Arbiter are final and executory unless appealed to the Commission by any or both parties within ten (10) calendar days from receipt of such decisions, awards, or orders. Such appeal may be entertained only on any of the following grounds:

x x x x

In case of a judgment involving a monetary award, an appeal by the employer may be perfected only upon the posting of a cash or surety bond issued by a reputable bonding company duly accredited by the Commission in the amount equivalent to the monetary award in the judgment appealed from.

The NLRC Rules of Procedure incorporates this requirement in Rule VI, Section 6, which provides:

SECTION 6. Bond. — In case the decision of the Labor Arbiter or the Regional Director involves a monetary award, an appeal by the employer may be perfected only upon the posting of a bond, which shall either be in the form of cash deposit or surety bond equivalent in amount to the monetary award, exclusive of damages and attorney's fees.

In *Viron Garments Manufacturing Co., Inc. v. NLRC*,[16] the Court explained the mandatory nature of this requirement as follows:

The intention of the lawmakers to make the bond an indispensable requisite for the perfection of an appeal by the employer, is clearly limned in the provision that an appeal by the employer may be perfected "only upon the posting of a cash or surety bond." The word "only" makes it perfectly clear, that the lawmakers intended the posting of a cash or surety bond by the employer to be the exclusive means by which an employer's appeal may be perfected.

We now turn to the main question of whether private respondent's Motion to Reduce Bond, coupled with the posting of a bond amounting to P 25,000.00 vis-a-vis the judgment award in the amount of P 43,643.60, substantially complied with the mandatory requirement of posting an appeal bond. While it is true that the procedure undertaken by private respondent is not provided under the Labor Code or in the NLRC Rules, We answer the question in the affirmative. We reiterate the pronouncement in *Araneta v. Rodas*,<sup>[17]</sup> where the High Court said that when the law does not clearly provide a rule or norm for the tribunal to follow in deciding a question submitted, but leaves to the tribunal the discretion to determine the case in one way or another, the judge must decide the question in conformity with justice, reason and equity, in view of the circumstances of the case. Applying this doctrine, We rule that private respondent substantially complied with the mandatory requirement of posting an appeal bond for the reasons explained below.

First, there is no question that the appeal was filed within the 10-day reglementary period. Except for the alleged failure to post an appeal bond, the appeal to the NLRC was therefore in order.

Second, private respondent even posted a reasonable amount of appeal bond thus indicating willingness and good faith on the part of private respondent to comply with the requirement.

Third, private respondent had fully established a meritorious ground considering his sickly condition due to old age and has maintainance medicines to take. Petitioner argues that no medical certificates were executed and drug prescriptions presented to prove his condition. However, this Court takes note that the private respondent is presently 78 years old and at this age, his frail and sickly health condition is very apparent.

Fourth, this ruling remains faithful to the spirit behind the appeal bond requirement which is to ensure that workers will receive the money awarded in their favor when the employer's appeal eventually fails.<sup>[18]</sup> There was no showing at all of any attempt on the part of private respondent to evade the posting of the appeal bond as he indeed posted a reasonable amount thereof. On the contrary, private respondent's move showed a willingness to comply with the requirement. Hence, the welfare of petitioner is adequately protected.

Moreover, the High Court has liberally applied the NLRC Rules and the Labor Code provisions on the posting of an appeal bond in exceptional cases. In *Your Bus Lines v. NLRC*,<sup>[19]</sup> the High Court excused the appellant's failure to post a bond, because it relied on the notice of the decision. While the notice enumerated all the other requirements for perfecting an appeal, it did not include a bond in the list. In *Blancaflor v. NLRC*,<sup>[20]</sup> the failure of the appellant therein to post a bond was partly caused by the labor arbiter's failure to state the exact amount of monetary award due, which would have been the basis of the amount of the bond to be posted. In *Cabalan Pastulan Negrito Labor Association v. NLRC*,<sup>[21]</sup> petitioner-appellant was an association of Negritos performing trash-sorting services in the American naval base in Subic Bay. The plea of the association that its appeal be given due course despite its non-posting of a bond, on account of its insolvency and poverty, was granted by this Court. In *UERM-Memorial Medical Center v. NLRC*<sup>[22]</sup> the High Court allowed the appellant-employer to post a property bond in lieu of a cash or surety bond. The assailed judgment involved more than P17 million; thus, its execution could adversely affect the economic survival of the employer, which was a medical center.

If in the above-cited cases, the High Court found exceptional circumstances that warranted an extraordinary exercise of its power to exempt a party from the rules on appeal bond, there is all the more reason in the present

case to find that private respondent substantially complied with the requirement. We emphasize that in this case we are not even exempting petitioner from the rule, as in fact we are enforcing compliance with the posting of an appeal bond. We are simply liberally applying the rules on what constitutes compliance with the requirement, given the special circumstances surrounding the case as explained above.

Having complied with the appeal bond requirement, private respondent's partial appeal before the NLRC was thus in order and properly resolved.

Finally, a word of caution. Lest litigants be misled into thinking that they may now wantonly disregard the rules on appeal bond in labor cases, we reiterate the mandatory nature of the requirement. The Court will liberally apply the rules only in very highly exceptional cases such as this, in keeping with the dictates of justice, reason and equity.[23]

Going now to the NLRC's ruling setting aside the decision of the Labor Arbiter and consequently, deleting the award of separation pay and attorney's fees in petitioner's favor. In finding for the respondents, the NLRC gave an exhaustive discussion on this score:

“We find for respondents given the incoherence in complainant's statements.

Initially, complainant appears to be, or at least to have been an employee, of Hacienda Alusiman owing to complainant's allegation that he joined the Hacienda Alusiman-Malan Farm Independent Workers Union (HAMFIWU) to be one of its members sometime in December 2008.

Around this time, however, respondent Benito Malan, Sr., who used to be the operator of Hacienda Alusiman, already disengaged himself from the operations of the sugar farm owing to his old age. Yet, it would seem that complainant remained at the employ of Hacienda Alusiman despite the new lessor, now Wilfred Malan.

Yet again, complainant claims to have been employed by one Hacienda Bantud.

By all indications, nonetheless, We cannot make any sound association among Hacienda Alusiman, Hacienda Bantud and Hacienda Benares, the respondent hacienda in this case. It must be stressed that as far as records of the case point out, as early as the Petition for Certification Election brought by Hacienda Alusiman-Malan Farm Independent Workers Union (HAMFIWU), respondent Benito Malan, Sr. has already manifested lack of knowledge as to which particular sugar farm was particularly involved considering that petitioner union vaguely referred to Hacienda Alusiman/BMS Farms and another hacienda, Hacienda Bantud, was implicated. Further, in his position paper for the case of illegal dismissal, complainant alleges having been employed as laborer by Hacienda Bantud. Still, in the same breath, complainant avers he, together with his co-workers at Hacienda Benares, brought a case before the Department of Labor and Employment a case for violation of labor standards law for underpayment of wages, non-payment of other benefits and non-compliance with the SSS law against both Hacienda Benares and Hacienda Bantud.

Certainly, surmising that these haciendas are one and the same would be walking on dangerous grounds. As facts already established would reveal, Haciendas Alusiman and Benares had different sets of registered owners. So does Hacienda Bantud. Respondents themselves acknowledge that Hacienda Alusiman and Hacienda Benares are, in fact, two different haciendas.

As for respondent Benito Malan, Sr., it is significant to draw attention to the fact that by December 2008, he already ceased operating Hacienda Alusiman. At this time, complainant was still in active employment. By late 2009, around the time which complainant claims he was illegally dismissed, Malan Sr. was neither connected with Hacienda Alusiman nor Hacienda Bantud, the former being the hacienda where the union was supposed to be organized and where complainant claims to have joined as member, and the latter being the hacienda pointed out by complainant as the one which hired him as laborer. With Hacienda Alusiman, respondent Malan's participation as operator was severed by disengagement on account of old age; while with Hacienda

Bantud, Malan maintained no link at all. Malan's only sustained connection was with Hacienda Benares, with which his lease contract remained in operation until 2011.

Nonetheless, in all these, it remains unclear as to which hacienda complainant was truly an employee. Evaluation of complainant's postulation shows that complainant is neither here nor there. While complainant implicates Hacienda Benares as respondent in the case for illegal dismissal, he simultaneously acknowledged Hacienda Bantud to have employed him in the first place and suggests being a member of the union in Hacienda Alusiman. All given, a determination of liabilities in this case cannot be made comprehensibly without risking questions of fair play and certainty. We submit that judgments in all cases must rest on fact and evidence equitably and firmly established. It cannot be drawn out from surmises and conjectures. Thus, complainant's complaint for illegal dismissal should have been dismissed by the Labor Arbiter at the first instance.

Given the foregoing rationale, this Court is loathed to interfere with this factual determination. We find no error sufficiently weighty and substantive to call for the reversal of such factual findings.

Scrutinizing the records, We find that the NLRC's findings is supported by the totality of evidence and more consistent with logic and ordinary human experience rather than the assertions of the herein petitioner. In this case, it behooved petitioner to present substantial evidence to prove as to which hacienda he is truly an employee before any question on the legality of his supposed dismissal becomes appropriate for discussion. Petitioner, however, did not offer evidence to substantiate his claim of employment with the private respondents. Short of the required quantum of proof, the NLRC correctly ruled that there was no illegal dismissal to speak of. The NLRC also correctly ruled that the monetary awards which followed the Labor Arbiter's ruling of no illegal dismissal lacked factual and legal basis and must therefore be deleted.

It is likewise worthy to stress that in the consideration of the extraordinary writ of certiorari, questions of fact nor of law are not entertained, but only questions of lack or excess of jurisdiction or grave abuse of discretion. [24] The sole object of the writ is to correct errors of jurisdiction or grave abuse of discretion. [25] It does not encompass an error of law.[26] Nor does it include a mistake in the appreciation of the contending parties' respective evidence or the evaluation of their relative weight.[27]

The Court cannot be tasked to go over the proofs presented by the parties and analyze, assess and weigh them all over again to ascertain if the trial court or quasi-judicial agency and the appellate court were correct in according superior credit to this or that piece of evidence of one party or the other.[28] The sole office of a writ of certiorari is the correction of errors of jurisdiction including the commission of grave abuse of discretion amounting to lack of jurisdiction, and does not include the review of public respondent's evaluation of the evidence and the factual findings based thereon.[29]

Thus, a party assailing the findings of the trial court, quasi-judicial agency or the appellate court bears the burden of showing that these courts acted capriciously and whimsically or in total disregard of evidence material to the controversy in order that the extraordinary writ of certiorari will lie.[30]

After a careful examination of the pleadings and the annexes at hand, this Court believes that nowhere in the records is there any acceptable demonstration that the NLRC acted either with grave abuse of discretion or without or in excess of their jurisdiction. This Court is convinced that there is no showing that the conclusions made by these labor officials are manifestly mistaken. Even assuming that there is an error of judgment in the resolution of the factual issues by them, there is to Our mind, no capricious exercise of judgment that would warrant the issuance of the extraordinary writ of certiorari. Moreover, the issues for resolution in this petition involve an inquiry into factual matters, hence, are not proper subjects of a petition for certiorari.

On a final note, judicial review of labor cases does not go beyond the evaluation of the sufficiency of the evidence upon which its labor officials' findings rest.[31] As such, the findings of facts and conclusion of these labor officials are generally accorded not only great weight and respect but even clothed with finality and deemed binding on this Court as long as they are supported by substantial evidence or that amount of relevant evidence which a reasonable man might accept as adequate to justify a conclusion.[32]

We find no basis for deviating from the afore-stated doctrine without any clear showing that the findings of the labor arbiter, as well as that of public respondent NLRC, are bereft of sufficient substantiation. What is more, factual findings of the NLRC and the Labor Arbiter, both bodies being deemed to have acquired expertise in matters within their jurisdictions, are accorded respect if not finality, and are considered binding on this Court.[33] As long as their decisions are devoid of any unfairness or arbitrariness in the process of their deduction from the evidence proffered by the parties, like in the case at bench, all that is left is for the Court to stamp its affirmation and declare its finality.[34]

Based on the foregoing disquisitions, We find and so hold that the public respondent NLRC acted accordingly and without grave abuse of discretion in rendering the assailed resolutions.

WHEREFORE, the instant Petition is hereby DISMISSED for lack of merit. The Decision dated August 30, 2013 and November 25, 2013 Resolution of the NLRC, 7th Division, Cebu City in NLRC Case No. VAC-07-000411-2013 are hereby AFFIRMED in toto.

**SO ORDERED.**

Hernando, J., Chairperson and Azcarraga-Jacob, JJ., concur.

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[1] Rollo, pages 3-16.

[2] Penned by Commissioner by Violeta Ortiz-Bantug, rollo, pages 29-39.

[3] Penned by Commissioner by Violeta Ortiz-Bantug, rollo, pages 41-42.

[4] Penned by Labor Arbiter Jessie G. Sullano, rollo, pages 19-27.

[5] Rollo, page 135.

[6] See pages 2-5, rollo, pages 30-33.

[7] Supra, at note 4.

[8] Page 7 of the LA Decision, rollo, page 27.

[9] Rollo, pages 105-113.

[10] Page 10 of the NLRC Decision, rollo, page 38.

[11] Rollo, pages 114-120.

[12] Rollo, pages 121-124.

[13] Supra, at note 3.

[14] Rollo, page 9.

[15] Lepanto Consolidated Mining Corporation v. Icao, G.R. No. 196047, January 15, 2014; BPI Family Savings

Bank, Inc., v. Pryce Gases, Inc., G.R. No. 188365, 29 June 2011, 653 SCRA 42, 51; National Power Corporation v. Spouses Laohoo , G.R. No. 151973, 23 July 2009, 593 SCRA 564; Philux, Inc. v. National Labor Relations Commission , G.R. No. 151854, 3 September 2008, 564 SCRA 21, 33; Cu-unjieng v. Court of Appeals, 515 Phil. 568 (2006); Stolt-Nielsen Services, Inc. v. NLRC, 513 Phil. 642 (2005); Producers Bank of the Philippines v. Court of Appeals, 430 Phil 812 (2002); Villanueva v. Court of Appeals, G.R. No. 99357, 27 January 1992, 205 SCRA 537; Trans International v. Court of Appeals , 348 Phil. 830 (1998); Acme Shoe, Rubber & Plastic Corporation v. Court of Appeals, 329 Phil. 531 (1996 ) ; and Ozaeta v. Court of Appeals, 259 Phil. 428 (1989).

[16] G.R. No. 97357, 18 March 1992, 207 SCRA 339, 342. See also Accessories Specialist, Inc. v. Alabanza, G.R. No. 168985, 23 July 2008, 559 SCRA 550; Cordova v. Keysa's Boutique, 507 Phil. 147 (2005); Gaudia v. NLRC, 376 Phil. 548 (1999); and Garais v. NLRC, 326 Phil. 568 (1996).

[17] 81 Phil. 506 (1948).

[18] Accessories Specialist, Inc. v. Alabanza, 581 Phil. 517 (2008), Roos Industrial Construction, Inc. v. National Labor Relations Commission, 567 Phil. 631 (2008), Borja Estate v. Ballad, 498 Phil. 694 (2005).

[19] 268 Phil. 169, 172 (1990).

[20] G.R. No. 101013, 2 February 1993.

[21] 311 Phil. 744 (1995).

[22] 336 Phil. 66 (1997).

[23] Lipanto Consolidated Mining Corporation v. Icao, supra.

[24] Samson v. Office of the Ombudsman, G.R. No. 117741, September 29, 2004.

[25] Lim v. Executive Secretary, 430 Phil. 55 (2002).

[26] Land Bank of the Philippines v. Court of Appeals, G.R. No. 129368, August 25, 2003.

[27] Cf. Cruz v. People of the Philippines, 363 Phil. 156 (1999).

[28] Yuchengco v. Court of Appeals, 427 Phil. 11 (2002) .

[29] Yuchengco v. Court of Appeals, 427 Phil. 11 (2002) .

[30] Odango v. NLRC, G.R. No. 147420, June 10, 2004.

[31] CBL Transit, Inc. v. NLRC, G.R. No. 128425, March 11, 2004.

[32] Progressive Development Corp. v. NLRC, G.R. No. 138826, October 30, 2000.

[33] Ignacio v. Coca-Cola Bottlers Phils. Inc., G.R. No. 144400, September 19, 2001.

[34] Supra.

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