

**CRISANTA F. SENO, CAROLA SENO SANTOS, MANUEL SENO, JR.,
DIANA SENO CONDER, EMILY SENO AND WALTER SENO,
PLAINTIFFS, VS. MARCOS MANGUBAT AND SPOUSES FRANCISCO
LUZAME AND VERGITA P...**

G.R. No. L-44339. December 02, 1987

Ponente: GANCAYCO, J.

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GANCAYCO, J.:

This is an appeal that was certified to this Court by the Court of Appeals[1] from the order of the Court of First Instance of Rizal, Branch I, dated September 29, 1972 in Civil Case No. 12205 dismissing the action for reformation of instrument and annulment of subsequent sale.[2]

This case stemmed from a complaint filed by plaintiffs on August 29, 1969 seeking 1) the reformation of a Deed of Sale executed in favor of defendant Marcos Mangubat and, 2) the annulment of a subsequent sale to defendant spouses Francisco Luzame and Vergita Penaflor of a parcel of land in Barrio Dongalo, Paranaque, Rizal covered by OCT No. 1197 of the Land Registry of Rizal.

The material allegations of the complaint so far as they affect the present appeal are to the following effect: that plaintiff Crisanta Seno, a widow, approached defendant Marcos Mangubat sometime in 1961 to negotiate with him a mortgage over the subject parcel of land so she can pay off a previous indebtedness; that she and herein defendant agreed on a mortgage for the sum of P15,000.00 with interest of 2% a month payable every month and that as long as the interest is being paid, the mortgage over the property will not be foreclosed; that on the assurance of defendant Marcos Mangubat, a practicing lawyer, that he will respect their true agreement on the mortgage, plaintiff Crisanta F. Seno agreed to the execution of a Deed of Absolute Sale over the subject property for a consideration of P5,000.00 in favor of defendant Marcos Mangubat and certain Andres Evangelista and Bienvenido Mangubat on July 17, 1961;[3] that defendant Marcos Mangubat was able to obtain a title in his name and the other alleged vendees Andres Evangelista and Bienvenido Mangubat; that on January 8, 1962 Andres Evangelista and Bienvenido Mangubat executed a Deed of Absolute Sale transferring their share in the subject property to defendant Marcos Mangubat; that defendant Marcos Mangubat was able to obtain a title over the subject property in his name by virtue of this latter sale; that plaintiff Crisanta F. Seno continued paying defendant Marcos Mangubat the usurious 2% interest per month; that sometime in 1963, when plaintiff Crisanta F. Seno failed to pay the monthly interest of 2%, she was sued for ejectment by defendant Marcos Mangubat alleging non-payment of rentals; that sometime in the later week of January 1969, plaintiff Crisanta F. Seno learned that defendant Marcos Mangubat sold the subject property in favor of spouses Francisco Luzame and Vergita Penaflor for the sum of P10,000.00 on January 14, 1969;[4] that defendant spouses Francisco Luzame and Vergita Penaflor bought the property in bad faith since they had knowledge of the circumstances surrounding the transaction between plaintiff and defendant Marcos Mangubat; that defendant spouses Luzame filed an ejectment case against plaintiff Crisanta Seno for alleged non-payment of rentals.

On motion of defendant spouses Luzame and Penaflor, the trial court ordered on October 20, 1975 the inclusion as defendants of Andres Evangelista and Bienvenido Mangubat on the ground that they are indispensable parties. On December 29, 1971, plaintiffs filed their amended complaint compliance with the court's order of October 20, impleading Andres Evangelista and Bienvenido Mangubat as defendants.

The newly impleaded defendants moved for the dismissal of the case against them on the ground of prescription which motion was granted by the court in its order of July 3, 1972, the dispositive portion of which reads -

"x x x

"Considering that under Art. 1144 of the Civil Code of the Philippines, an action upon a written contract must be brought within 10 years from the time the right of action accrued, and considering further the opposition of plaintiffs which we find to be justified and meritorious, this Court resolves to dismiss as it hereby dismisses the case only as against defendants Andres Evangelista and Bienvenido Mangubat.

"x x x."[5]

Defendants Luzame and Penaflor in their motion for reconsideration represented by Atty. Jose Manacop and defendant Marcos Mangubat in his Supplement to motion for reconsideration or in support of Atty. Manacop's motion for reconsideration asked the court a quo to dismiss the case against all the defendants. The court a quo in its order of September 27, 1972 reconsidered its order of July 3rd and dismissed the case against all the defendants holding that the court is no longer in a position to grant plaintiffs' demands, principally the reformation of subject Deed of Absolute Sale.

The motion for reconsideration filed by the plaintiffs of the foregoing order was denied by the trial court in its order of January 17, 1973;[6] hence, an appeal was brought before the Court of Appeals praying for the reversal of the orders of the court a quo dated September 27, 1972 and January 17, 1973 and for the remand of the case to the court a quo for further proceedings.

The Court of Appeals certified the instant case to this Court holding that the assignment of errors made by plaintiffs in their appeal raised purely legal questions, to wit -

- 1) Are defendants Andres Evangelista and Bienvenido Mangubat indispensable parties in the case without whom no action can be properly taken thereon?
- 2) If they are such, has the action prescribed against them in view of Art. 1144, Civil Code?
- 3) If they are not, was the dismissal of said defendants a legal ground for dismissal of the complaint as against the other defendants? and
- 4) Was the dismissal of the case without a hearing on the merits in accordance with law?[7]

The first issue We need to resolve is whether or not defendants Andres Evangelista and Bienvenido Mangubat are indispensable parties. Plaintiffs contend that said defendants being mere dummies of defendant Marcos Mangubat and therefore not real parties in interest, there is no room for the application of Sec. 7, Rule 3 of the Rules of Court.

For the determination of this issue, We find it necessary to consider the distinction between indispensable and proper parties as clearly stated in Sections 7 and 8, Rule 3 of the Revised Rules of Court which provide:

"Sec. 7. Compulsory joinder of indispensable parties. - Parties in interest without whom no final determination can be had of an action shall be joined either as plaintiffs or defendants."

"Sec. 8. Joinder of proper parties. - When persons who are not indispensable but who ought to be parties if

complete relief is to be accorded as between those already parties, have not been made parties and are subject to the jurisdiction of the court as to both service of process and venue, the court shall order them summoned to appear in the action. But the court may, in its discretion, proceed in the action without making such persons parties, and the judgment rendered therein shall be without prejudice to the rights of such persons."

Under Section 7, indispensable parties must always be joined either as plaintiffs or defendants, for the court cannot proceed without them. Necessary parties[8] must be joined, under Section 8, in order to adjudicate the whole controversy and avoid multiplicity of suits.[9]

Indispensable parties are those with such an interest in the controversy that a final decree would necessarily affect their rights, so that the courts cannot proceed without their presence. Necessary parties are those whose presence is necessary to adjudicate the whole controversy, but whose interests are so far separable that a final decree can be made in their absence without affecting them.[10]

Defendants cite *Alberto vs. Mananghala*[11] to support their theory that defendants Andres Evangelista and Bienvenido Mangubat are indispensable parties. Thus -

"x x x.

"One of the issues raised by the parties is whether the transactions carried out by and between Arcadio Ramos and the deceased Vicente Feliciano is a sale with pacto de retro or simply an equitable mortgage. If it be held that it is an equitable mortgage, then their right would be defeated and they would be held liable for warranty and eviction under the law to Casimiro Mananghala. This being so, it would seem clear that the presence of all the heirs of Vicente Feliciano in this case is indispensable in order that they may protect their interests. They are entitled to be heard. They may have a valid defense which may have the effect of defeating the claim of the plaintiffs. This however, was not done, for some of the heirs of Vicente Feliciano were not served with summons and consequently have not entered their appearance. This is in violation of Section 7, Rule 3 of the Rules of Court.

"x x x."

We, however, find this case inapplicable to the case at bar.

In the present case, there are no rights of defendants Andres Evangelista and Bienvenido Mangubat to be safeguarded if the sale should be held to be in fact an absolute sale nor if the sale is held to be an equitable mortgage. Defendant Marcos Mangubat became the absolute owner of the subject property by virtue of the sale to him of the shares of the aforementioned defendants in the property. Said defendants no longer have any interest in the subject property. However, being parties to the instrument sought to be reformed, their presence is necessary in order to settle all the possible issues of the controversy. Whether the disputed sale be declared an absolute sale or an equitable mortgage, the rights of all the defendants will have been amply protected. Defendants-spouses Luzame in any event may enforce their rights against defendant Marcos Mangubat.

In fact the plaintiffs were not after defendants Andres Evangelista and Bienvenido Mangubat as shown by their non-inclusion in the complaint and their opposition to the motion to include said defendants in the complaint as indispensable parties. It was only because they were ordered by the court a quo that they included the said defendants in the complaint. The lower court erroneously held that the said defendants are indispensable parties.

Notwithstanding, defendants Andres Evangelista and Bienvenido Mangubat not being indispensable parties but only proper parties, their joinder as parties defendants was correctly ordered being in accordance with Sec. 8 of Rule 3.

We, therefore, need to settle the next issue of whether the action against them has prescribed in view of Art. 1144,

Civil Code, which provides:

"The following actions must be brought ten years from the time the right of action accrues:

"1) Upon a written contract;

x x x."

The complaint clearly alleged that the deed of sale executed on July 17, 1961 did not express the true intention of the parties and should be reformed into the mortgage it actually was. Such allegations are binding for purposes of determining the motion to dismiss (which hypothetically admits the allegations in the complaint). The prescriptive period for such actions based upon a written contract and for reformation thereof is ten years as provided in Article 1144 of the Civil Code. Such right to reformation is expressly recognized in Article 1365 of the same Code which provides:

"If two parties agree upon the mortgage or pledge of real or personal property, but the instrument states that the property is sold absolutely or with a right of repurchase, reformation of the instrument is proper."¹³

Article 1605 of the Civil Code¹⁴ in conjunction with Article 1604¹⁵ likewise allows the apparent vendor to ask for the reformation of the instrument.

Plaintiffs argue that:

"A grave and palpable error was committed by the court a quo in holding that the prescriptive period must be counted from the date of execution of the deed of sale on July 17, 1961 up to the date of filing of the Amended Complaint on December 29, 1971."

"The important reckoning point is the date of filing of the original complaint on August 29, 1969. It has been held that amendments in pleadings do not necessarily expunge those previously filed; That amendments made, more so when ordered by the court, relate back to the date of the original complaint, as in the case at bar, the claim asserted in the amended pleading arose out of the same conduct, transaction or occurrence, and that amendment presupposes the existence of something to be amended, and, therefore, the tolling of the period should relate back to the filing of the pleading sought to be amended (*Philippine Independent Church v. Mateo, et al.*, L-14793, April 28, 1961)."¹⁶

In the case of *Pangasinan Transportation Co. vs. Philippine Farming Co., Ltd.*,¹⁷ this Court held that where the original complaint states a cause of action but does it imperfectly and afterwards an amended complaint is filed correcting the defect, the plea of prescription will relate to the time of the filing of the original complaint. However, in the case of *Aetna Insurance Co. vs. Luzon Stevedoring Corporation*,¹⁸ We held that this rule would not apply to the party impleaded for the first time in the amended complaint.

In *Aetna*, the defendant Barber Lines Far East Service was impleaded for the first time in the amended complaint which was filed after the one-year period for prescription. The order of the lower court dismissing the amended complaint against the said defendant was affirmed by this Court.

In the instant case, defendants Andres Evangelista and Bienvenido Mangubat were only impleaded in the amended complaint of December 29, 1971 or ten (10) years, five (5) months and twelve (12) days from July 17, 1961 the date of execution of the subject Deed of Absolute Sale, clearly more than the ten (10) year prescriptive period.

Anent the third and fourth issues, the theory of the plaintiffs is that the complaint should not have been dismissed as against said defendants but instead the court a quo should have proceeded with a trial on the merits because there is an issue of fact appearing on the pleadings, that is, that defendants Andres Evangelista and Bienvenido

Mangubat were mere dummies of defendant Marcos Mangubat.

It should be remembered that the court a quo dismissed the complaint against defendants Andres Evangelista and Bienvenido Mangubat upon their motion to dismiss on the ground of prescription.

Section 3, Rule 16 relating to motion to dismiss, provides that "after hearing, the court may deny or grant the motion or allow amendment, or may defer the hearing and determination of the motion until the trial if the ground alleged therein does not appear to be indubitable."

A motion to dismiss on the ground of prescription will be given due course only if the complaint shows upon its face that the action has already prescribed.¹⁹ If it does not so appear, the determination of the motion to dismiss must be deferred until trial.²⁰

Under the circumstances of this case, the ground of prescription alleged by aforementioned defendants was apparent on the face of the complaint. As earlier pointed out in this decision, the action against said defendants has prescribed. The court a quo properly ordered its dismissal as what it originally did in its order of July 3, 1972.

The plaintiffs now maintain that assuming the action against defendants Andres Evangelista and Bienvenido Mangubat had already prescribed, this defense was personal to them and could not legally encompass the position of defendant Marcos Mangubat; that the latter defendant, could be held solely responsible to plaintiffs, having become absolute owner of the property subject matter of the July 17, 1961 instrument, or in the least he could be held accountable for his 1/3 share of the property. ²¹

One case which the lower court particularly applied to justify dismissal of the case against the other defendants was *Pillado vs. Francisco*.²² In said case, plaintiffs filed an action for the annulment of the contract of sale of a certain real estate executed by the Philippine National Bank (PNB) in favor of the spouses Estela Francisco and Vivencio Lasala. Defendant PNB submitted an answer while defendant spouses filed a motion to dismiss on the ground that the complaint stated no cause of action and that plaintiffs have no legal capacity to sue. Said defendant spouses subsequently filed an additional motion to dismiss on the ground that the cause of action of plaintiff, if any, had prescribed. The court ordered the dismissal of the complaint which dismissal became final. Plaintiffs then asked the court to continue the case against PNB but the latter moved for the dismissal on the ground that the court had lost, or had been divested of its jurisdiction over the case through the release of the defendant spouses, who were indispensable parties. The court granted the motion to dismiss holding that defendant spouses who were the vendees were indispensable parties in an action for the rescission of the sale. From this order, the plaintiff appealed to this Court. This Court affirmed the order holding that the indispensable parties having been discharged by the trial court, the Court is no longer in a position to grant the plaintiff's demands, principally the revocation of the Deed of Sale in their favor.

As We have already held that defendants Andres Evangelista and Bienvenido Mangubat are not indispensable but proper parties, *Pillado* cannot therefore, be applied to the case at bar. In that case, the parties discharged were indispensable being the purchasers and the present holders of the subject property. In the instant case, the parties discharged were the original vendees who have since transferred their interest in the subject property to one of the original co-vendees, and the latter after having been vested with absolute title over the subject property sold the same to defendants spouses Luzame. Whereas in the former case, the court was no longer in a position to grant the relief sought by the plaintiffs, in the latter, the trial court may still be able to grant plaintiffs' demands for reformation of the instrument and annulment of subsequent sale if after trial on the merits, plaintiffs prove their allegations that defendants Andres Evangelista and Bienvenido Mangubat were in fact mere dummies of Marcos Mangubat and that the sale executed on July 17, 1961 was in reality an equitable mortgage.

By the dismissal of the case against defendants Andres Evangelista and Bienvenido Mangubat, the court a quo had lost jurisdiction over them. We have already pointed out that the joinder of proper parties is necessary in order to determine all the possible issues of the controversy; but if for some reason or another it is not possible to join them, as when they are out of the jurisdiction of the Court, the court may proceed without them, and the judgment that may be rendered shall be without prejudice to their rights.²³ Hence, notwithstanding the absence of said defendants, the court could still proceed with the trial of the case as against the remaining defendants in accordance with Sec. 8 of Rule 3.

Nevertheless, the court is constrained to affirm the dismissal of the complaint against all the defendants as there is merit in the argument raised by defendants-appellees that plaintiffs are barred by laches to bring suit against them.

Laches (or estoppel by laches) is unreasonable delay in the bringing of a cause of action before the courts of justice.²⁴ As defined by this Court, "laches is failure or neglect for an unreasonable and unexplained length of time, to do that which by exercising due diligence, could or should have been done earlier, it is negligence or omission to assert a right within a reasonable time, warranting a presumption that the party entitled thereto either has abandoned it or declined to assert it."²⁵

A perusal of the records shows that from the time of the execution of the deed of sale on July 17, 1961 to the time of the filing of the present complaint on August 29, 1969 or a period of 8 years, 1 month and 12 days, plaintiffs never took any step to enforce their rights which they claim to have despite the several opportunities available to them.

Defendant Marcos Mangubat filed an ejectment suit against plaintiff Crisanta Seno in 1963 and this fact was admitted by the plaintiffs in their complaint. For failure of plaintiff to appear in the case, a decision was rendered by the trial court ordering plaintiffs to vacate the subject property²⁶ which decision was duly executed.²⁷

It further appears from the complaint that plaintiffs were well aware of the transfer of the title from the name of plaintiff Crisanta Seno to the names of defendants Marcos Mangubat, Andres Evangelista and Bienvenido Mangubat and subsequently to the name of defendant Marcos Mangubat alone as early as 1963 when the ejectment case was filed against plaintiffs, and also they did not do anything about it.

In January 1969, plaintiffs learned of the sale of the subject property to defendants-spouses Luzame, but it was only on August 29, 1969 when plaintiffs brought this action and only after an ejectment case was filed by said defendant spouses against plaintiff Crisanta Seno before the Municipal Court of Paranaque, Rizal on August 4, 1969.

As defendants-appellees contend, before the nine-year period lapsed, plaintiffs never raised a voice to protest against all these proceedings. They chose to sleep on their rights and to rely on defendants' alleged word that their true agreement would be respected rather than bring their grievances to a court of law. However, when an ejectment case was filed against them just when the 10-year prescriptive period for bringing of their suit was nearly over, they finally decided to stake their claim against the defendants.

The essence of laches is not merely lapse of time. It is essential that there be also acquiescence in the alleged wrong or lack of diligence in seeking a remedy.²⁸ The doctrine of laches or of "stale demands" is based on public policy which requires, for the peace of society, the discouragement of stale claims and, unlike the statute of limitations not a mere question of time but is principally a question of the inequity or unfairness of permitting a right or claim to be enforced or asserted.²⁹

By the negligence of plaintiffs in asserting their rights for an unreasonable length of time, they are now forever precluded from enforcing whatever right they may have against defendants. Indeed, it is an indicia of the infirmity

of their claim.

Moreover, as against plaintiff's allegation that the defendant spouses Luzame are purchasers in bad faith, We hold that the legal presumption of good faith on the part of said defendant spouses must prevail.

Plaintiffs would have Us believe that defendant spouses being their erstwhile neighbors and friends had knowledge of the circumstances surrounding the transaction between plaintiff Crisanta Seno and defendant Marcos Mangubat which therefore makes them purchasers in bad faith.

Defendant spouses, however, claim that they came to know of the existence of the original title of plaintiff Crisanta Seno only when they verified the title to the land in 1969 when it was being offered to them by co-defendant Marcos Mangubat. They deny that they are neighbors much less friends of plaintiffs.

In order that a purchaser of land with a Torrens title may be considered as a purchaser in good faith, it is enough that he examines the latest certificate of title which in this case is that issued in the name of the immediate transferor.³⁰ The purchaser is not bound by the original certificate of title but only by the certificate of title of the person from whom he has purchased the property.³¹

Good faith, while it is always to be presumed in the absence of proof to the contrary, requires a well-founded belief that the person from whom title was received was himself the owner of the land, with the right to convey it.³² In this regard, a buyer of real estate should exercise ordinary care in purchasing land,³³ so that one who purchases real property should make inquiries about the right of those in possession thereof.³⁴

The well-known rule in this jurisdiction is that a person dealing with a registered land has a right to rely upon the face of the Torrens Certificate of Title and to dispense with the need of inquiring further, except when the party concerned has actual knowledge of facts and circumstances that would impel a reasonably cautious man to make such inquiry.³⁵

It is true that by the possession of plaintiffs of the subject property, defendant spouses Luzame should have been put on their guard and should have taken precautionary steps in ascertaining the interest of the possessors of the land. The defendant spouses did verify the title to the property with the Register of Deeds and finding that the latest title was in the name of defendant Marcos Mangubat, they had every reason to rely on such title. Besides, there was the ejectment suit filed by defendant Marcos Mangubat against plaintiff Crisanta Seno which was decided in favor of the former. The defendant spouses could not be faulted for believing that the possession of the plaintiffs was in the concept of lessee; in fact said defendant spouses also filed an ejectment suit against plaintiffs.

This Court had occasion to rule that possession by the appellees, either by themselves or through their predecessors in interest, if there was such possession at all, would be unavailing against the holder of a Torrens Certificate of Title covering the parcels of land now in question.³⁶

Thus, where innocent third persons relying on the correctness of the certificate of title issued, acquire rights over the property, the court cannot disregard such rights and order the total cancellation of the certificate for that would impair public confidence in the certificate of title; otherwise everyone dealing with property registered under the torrens system would have to inquire in every instance as to whether the title had been regularly or irregularly issued by the court. Indeed, this is contrary to the evident purpose of the law. Every person dealing with registered land may safely rely on the correctness of the certificate of title issued therefore and the law will in no way oblige him to go behind the certificate to determine the condition of the property. Stated differently, an innocent purchaser for value relying on a torrens title issued is protected.³⁷

We therefore hold and find that defendants spouses Luzame are purchasers in good faith and for value of the

questioned property.

IN VIEW OF THE FOREGOING CONSIDERATIONS, the order of dismissal dated September 29, 1972 and the order denying the motion for reconsideration dated January 13, 1973 of the Court of First Instance of Rizal, Branch I, are hereby AFFIRMED. No costs.

SO ORDERED.

Teehankee, C.J., Narvasa, Cruz, and Paras, JJ., concur.

[1] Certified for review on questions of law per decision dated July 23, 1976.

[2] Penned by Judge Emilio V. Salas, p. 340, Record on Appeal.

[3] Annex "B" of the Complaint.

[4] Annex "D" of the Complaint.

[5] P. 40, Record on Appeal.

[6] P. 406, Record on Appeal.

[7] Decision promulgated July 23, 1976 penned by Associate Justice Godofredo P. Ramos, concurred in by Associate Justices Andres Reyes and B.S. de la Fuente, p. 163, Rollo.

[8] Under the Old Rules of Court, Sec. 8, Rule 3, the term used was "necessary parties", while under the present rules, the same section uses the term "proper parties". The present section is a total reproduction of the old rule except for these two terms. It is therefore to be understood that all references to the term "necessary parties" shall mean "proper parties."

[9] *Palarca v. Baguisi*, 38 Phil. 177.

[10] *Wyoga Gas & Oil Corp. vs. Schrack*, 1 Fed. Rules Service, 292, 27 Fed. Supp. 35.

[11] G.R. No. L-2715, May 30, 1915, 89 Phil. 188.

13 Spouses Jayme and Solidario V. Alampay, G.R. No. L-39592, January 28, 1975, 62 SCRA 131 (notes in parenthesis supplied).

14 "Art. 1605. In the cases referred to in Articles 1602 and 1604, the apparent vendor may ask for the reformation of the instrument."

15 "Art. 1604. The provisions of Article 1602 shall also apply to a contract purporting to be an absolute sale."

16 Page 144, Rollo. Brief for the plaintiffs-appellants, pp. 13-14.

17 81 Phil. 273.

18 G.R. No. L-25266, January 15, 1975, 62 SCRA 11.

19 *Francisco, et al. v. Robles, et al.*, 94 Phil. 1035; *Sison v. McQuaid*, 94 Phil. 201.

20 *Cordova v. Cordova*, 102 Phil. 1182.

21 Page 19, Brief for the plaintiffs-appellants, p. 144, Rollo.

22 G.R. No. L-12006, January 31, 1959 (unreported).

23 *Smith v. Lopez*, 5 Phil. 78.

24 *Civil Case of the Philippines Annotated Vol. IV*, p. 2, 1985 Ed. Paras.

25 *Tijam v. Sibonghanoy*, April 15, 1968, 23 SCRA 35; *Heirs of Lacamen v. Heirs of Laruan*, 65 SCRA 605; *Cristobal v. Melchor*, 78 SCRA 175.

26 Annex "I", p. 97, Record on Appeal.

27 Annex "K", p. 102, Record on Appeal.

28 *Southern Pacific v. Bogert* by J. Louis Brandeis USSC, 250 U.S. 483, 39 S. Ct. 536, 63 L. Ed. 1099, 1106-1107 cited in *Cristobal v. Melchor*, supra.

29 *Tijam v. Sibonghanoy*, supra.

30 *Hernandez v. Katigbak Vda. de Salas*, 69 Phil. 744; *Flores, et al. v. Plasina, et al.*, L-5727, Feb. 12, 1954; *Revilla, et al. v. Galvidez*, L-9940, March 30, 1960.

31 *Canas, et al. v. Tan Chuang Leong, et al.*, L-14594, Nov. 29, 1960.

32 *Santiago v. Cruz*, 19 Phil. 148 cited in *Duran v. Intermediate Appellate Court*, 138 SCRA 489.

33 *Caram, Jr. v. Laureta*, 103 SCRA 7.

34 *Republic v. Court of Appeals*, 102 SCRA 331.

35 *Capital Subdivision v. Province of Negros Occidental*, 7 SCRA 60; *Fule v. Legare*, 7 SCRA 351 cited in *PNB v. Court of Appeals, et al.*, G.R. No. 57757, August 31, 1987.

36 *Benin v. Tuason*, 57 SCRA 531.

37 *Duran v. Intermediate Appellate Court*, supra.

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