

**JACINTO ALLER, JR. AND PRESENTACION ALLER AS REPRESENTED
BY DOMINADOR GABLINO, ATTORNEY-IN-FACT,
PLAINTIFFS-APPELLEES, VS. DIONELA BACANGCOY, DIONESTO
DAWAN, MORA DAYANGGA, PIAN...**

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SANTOS, J.:^[5]

Before this Court is an appeal from the Decision^[6] dated October 20, 2010 of the Regional Trial Court, Branch 38, Alabel, Sarangani Province (trial court), in Civil Case No. 9930 for Recovery of Possession of Land with Damages and Prayer for Preliminary Injunction.

The Antecedents

On June 24, 2002, plaintiffs-appellees Jacinto Aller, Jr. (Aller, Jr.) together with his mother Presentacion Aller (Presentacion) instituted a Complaint^[7] for Recovery of Possession of Land with Damages and Prayer for Preliminary Injunction against defendants-appellants Dionela Bacangcoy, Dionesto Dawan, Mora Dayangga, Pyang Sundot, Berto Yama, Benito Malantoc, Loreto Benito, Sammy San, Tibor Yama, Shoiw Taware, Gandolan Mandagin, Ende Kinlong and Felipe Bagon.

In their Complaint, plaintiffs-appellees alleged that they are the lawful claimant of an agricultural land located at Sitio^[8] Kwangkolon, Barrio^[9] Tuyan, Municipality of Malapatan, Sarangani Province consisting of 22 hectares more or less bounded as follows: North by a creek, East by a public land, South by a creek and West by bisaya covered by tax declaration^[10] issued on September 24, 1973 and ARP No. 96-011-00252^[11] approved by Provincial Assessor Papias Bardina. According to plaintiffs-appellees, sometime in 1945 and 1965, Jacinto Aller, Sr. (Aller, Sr.), the father of plaintiff-appellee Jacinto Aller, Jr. and husband of Presentacion, allegedly acquired the subject property from the members of the cultural communities^[12] of the B'laan tribe of Sarangani Province. Aller, Sr. thereafter allegedly planted coconuts and other seasonable products on the subject property.^[13]

To prove this, plaintiffs-appellees presented several documents, all in the visayan dialect signed by the natives. An agreement^[14] dated October 28, 1956 signed by Dianda Dawan transferring her rights over a 12-hectare portion of the subject property with its improvements thereon to Aller, Sr. for a consideration of P250.00 payable in installments. Also presented were receipts^[15] signed by Dianda Dawan acknowledging receipt of the payment of Aller, Sr.

Plaintiff-appellees also presented a Contract¹⁶ dated October 22, 1960 between Aller, Sr. and his wife plaintiff-appellee Presentacion on one hand and Dianga Bila-an on the other hand selling a 12-hectare portion of the subject property together with the improvements thereon for P203.00. Also, in a Contract-Receipt^[17] dated February 1, 1961, Mandagin Maladian sold to Aller, Sr. his share of the subject property with the coconuts trees planted therein. Plaintiffs-appellees also presented receipts^[18] acknowledging payment of the subject property signed by Tawana^[19] Sundot and Potao Tuara.^[20]

Plaintiffs-appellees presented a Sabut-Sabut Kun Contrato^[21] (Agreement with Contract) signed by Sian

Mandangin and Aller, Sr. on August 15, 1964 where the former agreed to plant only corn on the subject property and after one cropping, the subject property shall be returned to Aller, Sr. Also presented is another Sabut-Sabut Kun Contrato[22] (Agreement with Contract) dated April 2, 1966 signed by Piang Tuara, Tuara Sundot, Fernando Mara and Siga Mandangin, Talunding Kaliwan, Benito Malantic, Laba Tuara, Mandangin Maladian, Gandulon Mandangin and Pedro Balantok. The Agreement with Contract stated that Aller, Sr. and plaintiff-appellee Aller, Jr. allow the natives to cultivate the subject property by planting rice and corn only until such time that the same will be needed by Aller, Sr. and plaintiff-appellee, Aller, Jr. The agreements also stated that the portion of the subject property cleared by the natives may be used by Aller, Sr. and plaintiff-appellee, Aller, Jr. to plant coconuts thereon.

Sometime in December 18, 1969, Aller, Sr. hired Dominador Gablino (Gablino) as an encargador or caretaker of the subject property. Gablino, along with 15 other companions, cultivated the subject property by planting coconuts, corn, bananas and mangoes thereon.[23]

On July 5, 1978, Aller, Sr. executed an Affidavit of Transfer of Rights[24] in favor of plaintiff-appellee Aller, Jr. confirming that he had already sold, transferred and ceded all his rights and interest over the subject property to his son for a valuable consideration sometime in May 1945.

On the same day, Aller, Sr. filed an Application for Free Patent[25] over the subject property with the then Bureau of Lands, Department of Natural Resources (DENR) which application was docketed as Bureau of Land No. (XI-3) 12246. On July 12, 1989, the Agricultural Management Section of the Bureau of Lands ordered the conduct of an investigation of the subject property covered by the application.[26] Thereafter, a survey was conducted on the subject property on September 2, 1978 where it was revealed that the subject property known as Lot No. F-11-03012246-D covered 214,760 square meters or 21 hectares, 47 ares and 60 centares.[27] Subsequently on November 18, 1978, the Bureau of Lands through the Director of Lands issued a Notice of Application for Free Patent[28] notifying all persons who have adverse claims on the subject property to file the same on or before December 18, 1978.

Plaintiffs-appellees further alleged that sometime in August and September of 1994, defendants-appellants took and stole coconuts from the subject property and forcibly ejected Gablino. Subsequently, defendants-appellants allegedly increased in number in occupying the subject property which prompted Gablino and the rest of plaintiffs-appellees' men to leave the same.[29]

Sometime in 1994, plaintiff-appellee Presentacion instituted a complaint against defendant-appellant Dionesto Dawan before the Office of the Barangay Captain of Barangay Tuyan. On July 5, 1994, as shown in the minutes[30] of the proceedings before the said Office, both parties agreed that they will not enter or harvest copras on the subject property. However, according to Gablino, the defendants-appellants violated the agreement and entered into the subject property.[31]

Sometime around 1995, Aller, Sr. died.[32]

On November 19, 1997, Gablino and defendant-appellant Piang Sundot entered into an Amicable Settlement[33] written in the visayan dialect before the Office of the Barangay Captain of Tuyan which stated that Gablino agreed to share the proceeds of the copras harvested from the subject property. It was also stated that defendant-appellant Piang Sundot requested to get a half share of the proceeds of the copras due to his poverty and he promised that he will no longer harvest coconuts within the land of Presentacion.

During the pendency of the case before the trial court, plaintiff-appellee Presentacion died on November 12, 2002³⁴ and she was duly substituted by her son, Percival Aller.[35]

On July 19, 2002, defendants-appellants filed an Answer with Counterclaim[36] which denied the material allegations in the Complaint. Defendants-appellants claimed that they belong to the B'laan tribe who are natives of the place. They alleged that they have occupied the subject property continuously and without interruption through their predecessors-in-interest. They are the actual possessors of the subject property for more than a century up to the present while plaintiffs-appellees never possessed and cultivated the same. Defendants-appellants also claimed that they are processing the documents needed for the declaration of such property as an ancestral land. As an affirmative defense, defendants-appellants aver that they have no sufficient knowledge of the documents presented by plaintiffs-appellees, and the sales have never passed the approval of the National Commission on Indigenous People (NCIP). Also, the present case is an indirect action allegedly to deprive them of their ancestral land. Defendants-appellants therefore prayed that the Complaint be dismissed and that plaintiffs-appellees be directed to pay damages and attorney's fees to them.

To prove that they are the possessors of the subject property, defendants-appellants presented Agapito Guili (Guili),[37] the former Development Management Officer II of the Provincial Southern Cultural Commission of the NCIP, who testified that on August 17, 1994, he conducted an ocular inspection on the subject property and found defendants-appellants occupying the same. He also saw burial sites of the ancestors of defendants-appellants on the subject property.[38]

Defendants-appellants also presented a Certification[39] dated August 17, 1994 issued by Gili, which certified that defendant-appellant Pyang Sundot together with one Marita Sundot, Sora Sundot and Laba Sundot are actual occupants of a 12-hectare portion of the subject property together with its improvements of fruit-bearing trees. Their late father Tawara Sundot, who is a member of the cultural minorities, had a claim over the same parcel of land during his lifetime. Also, presented were a Certification[40] dated August 17, 1994 issued by Guili and a Certification[41] dated March 24, 1997 issued by one Tuning Bayali, tribal chieftain of Tuyan, Malapatan. Both Certifications certified that Mora Lawgo and Dionila Lawgo are the heirs of the late Dayangga Lawgo who is also a member of the cultural minorities.

Defendants-appellants also presented defendant-appellant Deonila Bacanggoy who testified that they were not able to follow the settlement entered into on July 5, 1994 before the Office of the Barangay Captain of Tuyan, which is not to enter into the subject property entered into because their livelihood was there.[42]

After the parties presented their respective pieces of evidence, the trial court rendered the assailed Decision[43] on October 20, 2010, the dispositive portion of which reads:

WHEREFORE, premise considered, judgment is hereby rendered ordering:

- All defendants herein, their heirs, assigns or successors-in-interest, representatives, agent or privies to vacate the land subject of this case and peacefully return the same including all the improvements thereon to the herein plaintiffs and/or their duly authorized representative, and;

- (T)o pay the costs.

SO ORDERED.[44]

On December 10, 2010, defendants-appellants filed a Motion for Reconsideration[45] to the assailed Decision, which was, however, denied by the trial court in the Order[46] dated July 29, 2011.

On August 31, 2011, defendants-appellants filed a Notice of Appeal[47] which was subsequently granted by the trial court on January 9, 2012.[48]

The Issue

In their Brief, defendants-appellants raised their sole assignment of error:

The court a quo erred by not applying the law and wrongfully appreciating good faith.[49]

On April 19, 2013, plaintiffs-appellees filed their Appellees' Brief.[50] Per the Court's Minute Resolution[51] dated June 13, 2013, defendants-appellants failed to file a Reply Brief, hence, they were deemed to have waived the filing of the same, and the case was subsequently declared submitted for decision.

This Court's Ruling

The bone of contention of defendants-appellants is that the trial court erred in recognizing as valid the conveyance of the subject property, originally owned by a cultural community, without the prior approval of the appropriate agency of the government.[52]

The Court agrees.

The law which required that conveyance of real property by a member of the cultural community needs a prior approval can be traced back to the Administrative Code of Mindanao and Sulu[53] under Section 145 and 146 thereof.[54] Section 145[55] declares that no contract or agreement relating to real property shall be made by any person with any non-Christian inhabitant of the Department of Mindanao and Sulu, unless such contract shall bear the approval of the provincial governor of the province wherein the contract was executed, or his representative duly authorized for such purpose in writing endorsed upon it. Section 146[56] renders any contract entered in violation of Section 145 null and void.

This rule was carried over in Act No. 2874[57] or The Public Land Act under Section 118[58] thereof, which states that conveyance and encumbrance made by persons belonging to the so-called "non-Christian tribes," when proper shall not be valid unless duly approved by the Director of the Bureau of "non-Christian Tribes." A violation of this provision will render the conveyance null and void under Section 122[59] of the same law.

Subsequently, the same provision was reflected under Section 120 of Commonwealth Act (CA) No. 141[60] as amended by Republic Act No. 3872[61] which stated that conveyances made by illiterate non-Christians shall not be valid unless duly approved by the Chairman of the Commission on National Integration.[62] Section 120 provided:

Sec. 120. Conveyance and encumbrance made by persons belonging to the so-called "non-Christian Filipinos" or national cultural minorities, when proper, shall be valid if the person making the conveyance or encumbrance is able to read and can understand the language in which the instrument or conveyance or encumbrances is written. Conveyances and encumbrances made by illiterate non-Christians or literate non-Christians where the instrument of conveyance or encumbrance is in a language not understood by the said literate non-Christians shall not be valid unless duly approved by the Chairman of the Commission on National Integration. (Emphasis supplied)

The import of the foregoing provisions of Section 145 and 146 of the Administrative Code and Section 120 of CA No. 141 have been explained in the case of *Mangayao v. Lasud*[63] viz:

The plain text of both laws clearly imports that non-approved conveyances and encumbrances of realty by illiterate non-Christians (which appellees are admitted to be) are not valid, i.e., not binding or obligatory; they are ab initio void, as correctly held by the appealed decision. The approval of the executive authority is not in the nature of a ratification of a defective conveyance; such approval is an essential requisite for its validity and without it the proposed contract is absolutely void or inexistent. To hold the contract as merely voidable, i.e., as operative and binding if not disapproved, would not only do violence to the text of the statutes that requires executive approval, and not disapproval, but would nullify the obvious intent of the statute to guard the

patrimony of illiterate non-Christians from those who are inclined to prey upon their ignorance or ductility (Porkan vs. Yatco, 70 Phil. 161; Porkan vs. Navarro 73 Phil. 698; Madale vs. Sa Raya 49 Off. Gaz., 536), since it is not to be expected that the illiterate non-Christian who signs away his real property for lack of instructions and discrimination, would thereafter be sharp enough to ask the executive authority to refuse approval of his contract; nor would the literate buyer be at all likely to do so. The net result of appellants' "voidable conveyance" theory, therefore, would be that the illiterate non-Christian could be stripped of his immovable just as if the protective statutes heretofore quoted had not been enacted at all. (Emphasis supplied)

The purpose of the law in requiring approval of these conveyances is the public policy that members of the cultural communities are "commonly handicapped and vulnerable in dealing with other members of the community and, therefore, need and deserve particular protection." Indeed, in the language of the illustrious Mr. Justice J.B.L. Reyes in the oft-cited case of *Porkan v. Yatco*,^[64] "the obvious intent of [these] statutes to guard the patrimony of illiterate non-Christians from those who are inclined to prey upon their ignorance or ductility."^[65]

Based on the evidence presented before the trial court, the agreements, which were in the visayan dialect, between Aller, Sr. and Dianda Dawan took place on October 28, 1956,^[66] and the one with Dianga Bila-an on October 22, 1960^[67] while the one with Mandangin Maladian took place on February 1, 1961.^[68] Hence, at the time of the transactions, the law in force was CA No. 141.

The members of the cultural communities who transacted with Aller, Sr. undoubtedly belong to the B'laan tribe^[69] of the Sarangani Province as admitted by plaintiffs-appellees in their Complaint below.^[70] Moreover, the natives appear to be illiterates because a perusal of the documents presented by plaintiffs-appellees to show that Aller, Sr. bought the subject property from the natives show that Dianda Dawan, Dianga Bila-an and Mandangin Maladina as vendors signed with their thumbmarks.^[71] The Court also notes that defendant-appellant Benito Malantic, one of the parties to the Sabut-Sabut Kun Contrato dated April 2, 1966, who took the witness stand testified that he has not gone to school and does not know how to read and write, he also cannot understand the visayan dialect.^[72] In addition, defendant-appellant Deonila Bacanggoy testified that after their Answer to the Complaint below was prepared, the same was first read to them in their own dialect.^[73] These circumstances, taken together, show that the members of the cultural communities who transacted with Aller, Sr. were indeed illiterates. The Court takes judicial notice of the fact that many members of the country's members of the cultural communities are uneducated as they live in "less accessible, marginal, mostly upland areas xxx (and that) (t)hey follow ways of life and customs that are perceived as different from those of the rest of the population."^[74]

Hence, the members of the cultural communities who transacted with Aller, Sr. were those contemplated under Section 120 of the CA No. 141. Since no prior approval was obtained from the Chairman of the Commission on National Integration, the covenances made in favor of Aller, Sr. are void for being contrary to law^[75] under the express provision of Section 124 of the CA No. 141:

Section 124. Any acquisition, conveyance, alienation, transfer, or other contract made or executed in violation of any of the provisions of sections one hundred and eighteen, one hundred and twenty, one hundred and twenty-one, one hundred and twenty two, and one hundred and twenty-three of this Act shall be unlawful and null and void from its execution and shall produce the effect of annulling and cancelling the grant, title, patent, or permit originally issued, recognized or confirmed, actually or presumptively, and cause the reversion of the property and its improvements to the State. (Emphasis supplied)

The rule is basic that law is deemed written into every contract. While a contract is the law between the parties, the provisions of positive law which regulate contracts are deemed written therein and shall limit and govern the relations between the parties.^[76] Hence, Section 120 of CA No. 141 is deemed written on the transactions of

Aller, Sr. with the members of the cultural communities. Plaintiffs-appellees, who merely stepped into the shoes of their father Aller, Sr., cannot acquire any better right than their predecessor-in-interest. Since the sale between Aller, Sr. and the natives were null and void, it has no force and effect from the very beginning. In the language of the Supreme Court in the case of *Fuentes v. Roca*:^[77]

Under the provisions of the Civil Code governing contracts, a void or inexistent contract has no force and effect from the very beginning. And this rule applies to contracts that are declared void by positive provision of law, as in the case of a sale of conjugal property without the other spouse's written consent. A void contract is equivalent to nothing and is absolutely wanting in civil effects. It cannot be validated either by ratification or prescription.

But, although a void contract has no legal effects even if no action is taken to set it aside, when any of its terms have been performed, an action to declare its inexistence is necessary to allow restitution of what has been given under it. This action, according to Article 1410 of the Civil Code does not prescribe. xxx (Emphasis supplied)

The conclusion finds support in the case of *Pasi v. Salapong, Jr.*^[78] Also, the case of *Celso Amarante Heirs v. Court of Appeals*,^[79] where the Supreme Court stated:

What is the legal consequence of failure to obtain the approval of the then Commissioner of Mindanao and Sulu for the Absolute Deed of Sale here involved? We believe and so hold that the failure to obtain that approval had the effect of rendering the Absolute Deed of Sale here involved as null and void ab initio. We believe that this conclusion is compelled not only by the express words of Section 120 of the Public Land Act as amended but also by a consideration of that fundamental public policy which Section 120 seeks to realize: and that is, the protection of members of the "non-Christian" cultural minorities in our country such as the respondent heirs of Felix Malonis and the petitioners, heirs of Malonis Infiel, themselves from their own illiteracy or lack of schooling and from those who would manipulate and exploit them. Thus, the Absolute Deed of Sale under cover of which respondent Gregorio Bolo wound up in possession of all the land originally occupied and cultivated by Malonis Infiel in Sitios Campulay and Awang as well as a great deal of other land in the vicinity thereof, was not merely a voidable contract; it was, rather, an absolutely void or legally inexistent instrument. It conferred no rights whatsoever upon respondent Gregorio Bolo who, it might be noted, was careful not to sign that Deed. It certainly was ineffective to affect in any way or transmit the rights of petitioners to the Campulay tract of land originally possessed and occupied by Malonis Infiel. (Emphasis supplied)

Thus, plaintiffs-appellees' Complaint to recover possession of the subject property fails.

The Court cannot sustain the findings of the trial court that per the Amicable Settlement^[80] dated November 19, 1997 executed before the Office of the Barangay Captain of Tuyan, defendant-appellant Piang Sundot acknowledged Presentacion or plaintiffs-appellees' ownership of the subject property.^[81] For one, the Amicable Settlement should not have been admitted by the trial court as evidence in accordance with Section 33,^[82] Rule 132 of the Rules of Court because it was written in the visayan dialect without any translation in the English or Filipino language presented.

For another, even if the Court will consider such Amicable Settlement, it cannot be taken against defendants-appellants because as discussed earlier, the conveyances between Aller, Sr. and the members of the cultural communities are void in the eyes of law, and as such, no right whatsoever can emanate from them. They produced no right or civil effect on the part of Aller, Sr. which he can possibly pass to his heirs, plaintiffs-appellees herein. Indeed, if the Court will consider defendant-appellant's act of affixing his thumbmark on the Amicable Settlement as an acknowledgment of Presentacion's ownership of the subject property, the very purpose of the provisions of CA No. 141 will be rendered nugatory. Also, such acknowledgment is not conclusive

on the issue of possession in the present case.

In addition, even if there is a semblance of acknowledgment of ownership, the same proceeds from the mistaken notion that the rights of Presentacion were valid when they are not. The fact also that defendant-appellant Piang Sundot affixed his thumbmark on the Amicable Settlement also shows that he is illiterate and could not have understood the import of what he is doing. Indeed, the evil sought to be avoided, which is the fraud that may be committed on the members of the cultural communities in agreements dealing with realty,[83] is obtaining here.

At most, such acknowledgement binds only defendant-appellant Piang Sundot for having affixed his thumbmark therein, and cannot in any way bind his fellow defendants-appellants.

IN VIEW OF THE FOREGOING, the appeal is hereby GRANTED. The assailed Decision dated October 20, 2010 of the Regional Trial Court, Branch 38, Alabel, Sarangani Province in Civil Case No. 9930 is REVERSED and SET ASIDE, and the Complaint below is ordered dismissed.

SO ORDERED.

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

[1] Per the trial court's Order dated December 23, 2003, plaintiff Presentacion Aller who thereafter passed away on November 12, 2002 was duly substituted by her son Percival Aller, see records, p. 128

[2] Also spelled as "Pyang" in some parts of the records

[3] Also spelled as "Bineto" in some parts of the records

[4] Benito "Malantic" not "Malantoc" or "Malantok" as stated in some parts of the records

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

[6] Rollo, pp. 42-50

[7] Records, pp. 1-7

[8] TSN, July 13, 2007, p. 13

[9] Records, p. 246

[10] The tax declaration number cannot be ascertained in the copy of Declaration of Real Property presented to the trial court, see records, p. 243

[11] Records, p. 10

[12] Referred to as "indigenous cultural communities or indigenous peoples" in Republic Act No. 8371 or The Indigenous Peoples Rights Act of 1997, October 29, 1997

[13] Records, p. 2

[14] Records, pp. 253; 269

[15] Records, pp. 255; 257; 259; 261; 267; 271

[16] Records, p. 284

- [17] Records, p. 294
- [18] Records, pp. 263; 271; 273; 275; 277; 279
- [19] Also referred to as “Tawara” in some parts of the records
- [20] Records, p. 298
- [21] Records, p. 292
- [22] Records, pp. 281; 286; 288; 290
- [23] TSN, December 5, 2003, pp. 14; 18; 33
- [24] Records, p. 11
- [25] Records, p. 246
- [26] Records, p. 248
- [27] Records, p. 14
- [28] Records, p. 17
- [29] TSN, December 5, 2003, p. 21
- [30] Records, pp. 301-303
- [31] TSN, December 5, 2003
- [32] TSN, November 17, 2006, pp. 30-31
- [33] Records, p. 300
- [34] Records, p. 116
- [35] Records, p. 128
- [36] Records, pp. 32-52
- [37] Spelled as “Gili” in some parts of the records
- [38] TSN, July 27, 2007, pp. 45-46; 72
- [39] Records, p. 395
- [40] Records, p. 396
- [41] Records, p. 397
- [42] TSN, October 5, 2007, p. 106
- [43] Rollo, pp. 42-50
- [44] Rollo, p. 50
- [45] Records, pp. 438-455
- [46] Records, p. 467
- [47] Records, p. 470

[48] Records, p. 482

[49] Rollo, p. 37

[50] Rollo, pp. 56-72

[51] Rollo, p. 82

[52] Rollo, p. 36

[53] See *Mangayao v. Lasud*, G.R. No. L-19252, May 29, 1964

[54] *Lucenta v. Court of First Instance of Bukidnon*, G.R. No. L-39789, June 20, 1988

[55] SEC. 145. Contracts with non-Christians: requisites. — Save and except contracts of sale or barter of personal property and contracts of personal service comprehended in chapter seventeen hereof no contract or agreement shall be made in the Department by any person with any Moro or other non-Christmas tribe or portion thereof the Department or with any individual Moro or other non-Christian inhabitant of the same for the payment or delivery of money or other thing of value in present or in prospective, or in any manner affecting or relating to any real property, unless such contract or agreement be executed and approved as follows:

(a) Such contract or agreement shall be in writing, and a duplicate thereof delivered to each party.

(b) It shall be executed before a judge of a court of record, justice or auxiliary justice of the peace, or notary public, and shall bear the approval of the provincial governor wherein the same was executed or his representative duly authorized in writing for such purpose, indorsed upon it. (c) It shall contain the names of all parties in interest, their residence and occupation; and if made with any aforementioned tribe or portion thereof, by their tribal authorities, the scope of authority and the reason for exercising that authority, shall be specially stated.

(d) It shall state the time when and place where made, the particular purpose for which made, the special thing or things to be done under it, and, if for the collection of money, the basis of the claim, the source from which it is to be collected and the person or persons to whom payment is to be made, the disposition to be made thereof when collected, the amount or rate per centum of the fee in all cases; and if any contingent matter or condition constitutes a part to the contract or agreement, the same shall be specially set forth.

(e) Where such contract or agreement is executory, it shall have a fixed limited time to run, which shall be distinctly stated.

(f) The judge, justice or auxiliary justice of the peace, or notary public before whom such contract or agreement is executed shall certify officially thereon the time when and the place where such contract or agreement was executed, and that it was in his presence, and who are the interested parties thereto, as stated to him at the time; the parties making the same; the source and extent of authority claimed at the time by the contracting parties to make the contract or agreement, and whether made in person or by agent or attorney of any party or parties thereto.

[56] SEC. 146. Void contracts. — Every contract or agreement made in violation of the next preceding section shall be null and void; and all money or other thing of value paid to any person by any aforesaid Moro or non-Christian inhabitant or tribe or portion thereof, or any other person, for or on his or their behalf, thereunder or pursuant thereto may be recovered by suit in the name of the province wherein the contract was executed in any court of competent jurisdiction; and one-half thereof shall be paid to the person suing for the same, and the other half shall be paid into the treasury of the province wherein the contract was executed for the use of the aforesaid Moro or non-Christian it was so paid.

[57] TO AMEND AND COMPILE THE LAWS RELATIVE TO LANDS OF THE PUBLIC DOMAIN, AND

FOR OTHER PURPOSES, November 29, 1919

[58] Section 118. Conveyance and encumbrance made by persons belonging to the so-called "non-Christian tribes," when proper, shall not be valid unless duly approved by the Director of the Bureau of non-Christian tribes.

[59] Section 122. Any acquisition, conveyance, alienation, transfer, or other contract made or executed in violation of any of the provisions of sections one hundred and sixteen, one hundred and eighteen, one hundred nineteen, one hundred and twenty, and one hundred and twenty-one of this act shall be unlawful and null and void from its execution and shall produce the effect of annulling and canceling the grant, title, patent, or permit originally issued, recognized, or confirmed, actually or presumptively, and cause the reversion of the property and its improvements to the Government.

[60] AN ACT TO AMEND AND COMPILE THE LAWS RELATIVE TO LANDS OF THE PUBLIC DOMAIN, November 7, 1936

[61] AN ACT TO AMEND SECTIONS FORTY-FOUR, FORTY-EIGHT AND ONE HUNDRED TWENTY OF COMMONWEALTH ACT NUMBERED ONE HUNDRED FORTY-ONE, AS AMENDED, OTHERWISE KNOWN AS THE "PUBLIC LAND ACT", AND FOR OTHER PURPOSES, June 18, 1964

[62] The statute had originally specified the Commissioner of Mindanao and Sulu as the official authorized to approve such instruments. On 18 June 1964, Republic Act No. 3872 changed the authorized officer to the Chairman of the Commission on National Integration, see *Amarante v. Court of Appeals*, G.R. No. 76386, May 21, 1990

[63] G.R. No. L-19252, May 29, 1964

[64] 70 Phil. 161

[65] *Amarante v. Court of Appeals*, G.R. No. 76386, October 26, 1987

[66] Records, p. 253

[67] Records, p. 284

[68] Records, p. 294

[69] *Cruz v. Secretary of Environment and Natural Resources*, G.R. No. 135385, December 6, 2000

[70] Records, p. 2

[71] Records, p. 252; 282; 293

[72] TSN, July 13, 2007, p. 10

[73] TSN, October 5, 2007, pp. 96-97

[74] *Cruz v. Secretary of Environment and Natural Resources*, G.R. No. 135385, December 6, 2000

[75] Civil Code, Article 1409. The following contracts are inexistent and void from the beginning:

- (1) Those whose cause, object or purpose is contrary to law, morals, good customs, public order or public policy;
- (2) Those which are absolutely simulated or fictitious;
- (3) Those whose cause or object did not exist at the time of the transaction;
- (4) Those whose object is outside the commerce of men;
- (5) Those which contemplate an impossible service;

- (6) Those where the intention of the parties relative to the principal object of the contract cannot be ascertained;
- (7) Those expressly prohibited or declared void by law.

These contracts cannot be ratified. Neither can the right to set up the defense of illegality be waived.

[76] *Surviving heirs of Alfredo R. Baustista v. Lindo*, G.R. No. 208232, March 10, 2014

[77] G.R. No. 178902, April 21, 2010

[78] G.R. No. 161227, March 11, 2005

[79] G.R. No. 76386, May 21, 1990

[80] Plaintiff-appellee's Exhibit "J", see records, p. 300

[81] *Rollo*, p. 49

[82] Rules of Court, Rule 132, SEC. 33. Documentary evidence in an unofficial language.—Documents written in an unofficial language shall not be admitted as evidence, unless accompanied with a translation into English or Filipino. To avoid interruption of proceedings, parties or their attorneys are directed to have such translation prepared before trial.

[83] *Akang v. Municipality of Isulan, Sultan Kudarat Province*, G.R. No. 186014, June 26, 2013

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