

BUAYAN CATTLE CO., INC., PETITIONER, VS. HON. JESUS QUINTILLAN, IN HIS CAPACITY AS JUDGE OF THE COURT OF FIRST INSTANCE OF COTABATO, 16TH JUDICIAL DISTRICT, SECOND BRANCH, GEN. ...

G.R. No. L-26970. March 19, 1984

Ponente: MAKASIAR, Actg. C.J.

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MAKASIAR, Actg. C.J.:

This is a petition for prohibition, certiorari, and mandamus with a prayer for a writ of preliminary injunction filed by petitioner Buayan Cattle Co., Inc. praying of this Court that:

"x x judgment be rendered commanding and enjoining respondent judge to desist and re-frain from proceeding with Civil Case No. 631 of the lower court; nullifying or setting aside the order for the issuance of writ of injunction, Annex B hereof, the writ of preliminary injunction, Annex C hereof, and the order denying the motion to dismiss, Annex N hereof, in Civil Case No. 631 for lack of jurisdiction, and (c) commanding respondent judge to dismiss Civil Case No. 631.

xx xx xx

"Petitioner further prays for such other relief as may be just and equitable in the premises" (pp. 23-24, rec.).

The undisputed facts of the case are as follows:

Petitioner, Buayan Cattle Co., Inc., an all-Filipino domestic corporation, is the holder of Pasture Lease Agreement No. 8, as successor-in-interest to Universal Realty Corporation. Said agreement, first issued on April 18, 1952 under Commonwealth Act No. 452 (p. 46, rec.), covers 1,000 hectares of pasture land in Southern Cotabato, "the identification and technical descriptions of which have been laid out and estimated and approved on November 20, 1958 by the Secretary of Agriculture and Natural Resources. Since the acquisition of the aforesaid property by the predecessor-in-interest of the defendant corporation, the same has been surrounded with fences xx x" (p. 47, rec.).

On September 11, 1964, Pasture Lease Agreement No. 2510 was allegedly issued in favor of private respondent, Adan de las Marias. It covered 930 hectares of land adjacent to that of petitioner's. The agreement was to expire on January 30, 1975.

Upon issuance of Pasture Lease Agreement No. 2510, and in compliance with the terms thereof, Adan de las Marias immediately caused a relocation survey of the said pasture area by a forest guard of the District Forester of Southern Cotabato to determine the extent of his land and thereafter to fence the same. The survey showed that the boundaries of his land extended 580 hectares into the pasture land of the petitioner. Thereupon, he removed the petitioner's fence and started to set up his own boundary fence 580 hectares into the petitioner's pasture area.

On March 31, 1965, petitioner reported to the District Forester at General Santos, Cotabato, "that yesterday afternoon the ranch in charge of Adan de las Marias started putting up concrete monuments along conflicting

common boundary of Adan de las Marias and Buayan Cattle Company" and asked for advice "if the putting up of these fences was legally sanctioned by your office x x x" (p. 48, rec.). The District Forester sent a forest guard to investigate the report. On May 8, 1965, the corporation again reported to the District Forester the resumption by private respondent of the construction activities in the disputed area. On the same date, petitioner corporation, through its Manila office, filed a letter-complaint with the Director of Forestry against the private respondent, alleging the non-existence of the area leased under the latter's pasture lease agreement and suggesting remedial measures to protect the interests of the corporation. The Director of Forestry wired the Forestry at General Santos, ordering the latter "to stop alleged fencing by Adan de las Marias inside the area leased to Universal Realty Corporation now being transferred to Buayan Cattle Ranch until boundary conflict resolved." Forester Benjamin Meimban was sent by the Director's office to settle the boundary conflict. On May 13, 1965, the acting District Forester in General Santos, Emiliano Sonico, ordered the private respondent "to stop putting your fences until the relocation of the correct boundary will be laid by Forester Benjamin Meimban" (p. 48, rec.).

On May 21, 1965, the corporation, through its Manila office, complained to the Director of Forestry of the defiance of private respondent herein of his orders, as a result of which, the Director wired the Provincial Commander of Cotabato "for assistance to stop Adan de las Marias from fencing inside the pasture area leased to petitioner corporation at General Santos, Cotabato" (p. 50, rec.).

Investigation on the boundary conflict began on May 24, 1965.

On May 27, 1965, the relocation of the boundaries of the conflicting leases was commenced. Since then, the conflict between petitioner corporation herein and private respondent has been pending resolution by the Director of Forestry.

On September 7, 1965, due to reports of further disturbances, the Director of Forestry issued a telegraphic order to the District Forester, Southern Cotabato, as follows:

"UNIVERSAL REALTY REPORT BY RADIO-GRAM PERTINENT PORTION QUOTE JULIUS QUIMPO REPORTED TO ME THIS MORNING THAT ADAN DE LAS MARIAS WANTED US TO DRIVE AWAY OUR HORSE AND COWS FROM THE AREA UNDER CONFLICT UNQUOTE PROCEED IMMEDIATELY TO CONFLICTED AREA AND SEE TO IT THAT ADAN DE LAS MARIAS REFRAIN DISTURBANCE IN CONFLICTED AREA PERIOD CHIEF PC CRIME REQUEST TO ENFORCE PEACE AND ORDER PERIOD COORDINATE WITH PC"

Thereafter, on September 17, 1965, the Director of Forestry sent a telegram to private respondent herein, warning him that his non-compliance with the lawful orders of the Director may cause the cancellation of his pasture lease.

On September 25, 1965, private respondent filed a complaint for injunction with preliminary injunction docketed as Civil Case No. 631, with the Court of First Instance of Cotabato, 16th Judicial District in General Santos, Cotabato, seeking to enjoin petitioner herein, Buayan Cattle Co., Inc., the District Forester of Southern Cotabato, the Director of Forestry, the Secretary of Agriculture and Natural Resources and the Area Commander, Fourth Military Command of the Armed Forces of the Philippines, from restricting him in the exercise of his lease rights. On the same day, the preliminary injunction prayed for was granted. On September 29, the writ thereon was issued, thus:

"It is therefore ordered that until further orders of this Court, you, the said Universal Realty Corporation and/or Buayan Cattle Company, Inc., Hon. Secretary of Agriculture and Natural Resources, Director of Forestry, District Forester, Southern Cotabato, and the AFP IVth Military Area Commander, and all your servants, attorneys, and agents, and other acting in aid of you, are hereby ordered to desist and refrain from driving inside and/or allowing its cows, horses, and other large cattle within the conflicted area of 580 hectares which

is within the area covered by plaintiff's Pasture Lease Agreement No. 2510, situated at Sitio Balnabo, barrios of Sigil and Balnabo, General Santos, Cotabato, and to pasture and graze therein either temporarily, intermittently, or periodically, or for a short and limited and/or sporadic periods, to re-frain and desist from issuing an order, either originally or by virtue of its appellate powers or jurisdiction the Director of Forestry, which in any manner whatsoever, will contravene or violate Pasture Lease Agreement No. 2510 entered into by and be-tween him for and in behalf of the Republic of the Philippines as Lessor and plaintiff as Lessee on September 11, 1964 at Quezon City; from enforcing the telegraphic order, dated September 7, 1965 and September 17, 1965, which directed plaintiff to refrain from causing disturbance inside the conflicted area, and also to desist and refrain from issuing any subsequent orders which will, in any manner, violate and infringe the terms and conditions of Pasture Lease Agreement No. 2510; or issue any order which will cause the cancellation with-out due process of law of the said Pasture Lease Agreement; and to desist and refrain from exercising police powers in the premises and from taking and following orders from the Director of Forestry relative to the conflicted area in violation of plaintiff's right thereon, or to aid, help, abet and give support to the act of defendant Univer-sal Realty Corporation and/or Buayan Cattle Company, Inc., and all those acting in its behalf, in allowing, driving inside, cows, horses, carabaos, and other large cattles, within the conflicted area of 580 hec-tares which is supposedly or allegedly within the area covered by the Pasture Lease Agreement No. 2510 of the plaintiff and from further acts of disposses-sion (p. 8, rec.; Italics supplied).

On October 4, 1965, petitioner filed a motion to dissolve said writ. On October 6, 1965, said petitioner also filed a memorandum in support of his aforesaid motion. On October 15, 1965, private respondent answered said memorandum.

Subsequently, on October 20, 1965, the effectivity of Pasture Lease Agreement No. 2510 was suspended by the Secretary of Agriculture and Natural Resources due to prima facie showing that forgery was committed in the survey inspection report on special use application dated March 4, 1964, a document required for the issuance of the pasture lease agreement (p. 138, rec.).

Before the motion for dissolution of the writ of preliminary injunction could be resolved, peti-tioner herein, the District Forester and the Direc-tor of Forestry, and the Secretary of Agriculture and Natural Resources filed their answers to the complaint on October 25, 1965, November 22, 1965 and December 13, 1965, respectively.

In its answer, petitioner questioned the relocation survey conducted by the forest guard for having been conducted by one not competent to do so. It also contested the validity of the said survey for not having been made in accordance with the rules of the Bureau (p. 64, rec.).

In the same answer, petitioner filed a counter-claim against herein private respondent "by reason of the evident bad faith and malice of the plaintiff (now private respondent) in instituting this instant action" (pp. 69-70, rec). Petitioner further alleged the following expenses and damages P10,000.00 paid for the services of a counsel to protect its legal rights over the property in question; and P5,000.00 as damages suffered in the concept of actual and incidental expenses "which shall continue to be increased for all the time that this case is pend-ing adjudication by the courts" (p. 70, rec.). Finally, petitioner alluded to "an award of corrective, and exemplary damages in the sum of Fifty Thousand (P50,000.00) Pesos, and for the adjudication of moral, and nominal damages, as well as for legal costs" (p. 70, rec.). In the same vein, petitioner sought "such other relief as may be just and equitable in the premises" (p. 72, rec.).

On February 17, 1966, about 124 days from the date the motion to dissolve was deemed submitted for resolution, the Judge's order dated January 28, 1966 was entered by the clerk of court, denying said motion to dissolve the writ of prelimi-nary injunction (p. 11, rec).

On March 4, 1966, petitioner, through counsel, filed a motion to dismiss Civil Case No. 631 for absence of

jurisdiction.

On April 1, 1966, opposition was filed against the motion. On June 8, 1966, the said motion was denied "for not being well taken" (p. 102, rec). On August 1, 1966, herein petitioner filed a motion for reconsideration of the order of denial of the motion to dismiss.

On August 12, 1966, said motion was submitted for resolution. An ex parte urgent motion to secure immediate resolution of said motion was filed on October 4, 1966. To date, no resolution has been made on the motion.

Thus, this petition for prohibition, certiorari and mandamus.

WE noted the expiration of Pasture Lease Agree-ment No. 2510 on January 30, 1975. On October 10, 1980, this Court, by resolution required the parties to state "whether in view of the aforesaid supervening event and the lapse of time, the instant petition has become moot and academic."

On December 17, 1980, private respondent submitted his comments leaving the resolution of this petition to the discretion of this Court. On February 20, 1981, herein petitioner filed its answer stating that the case should not be rendered moot and academic by the expiration of respondent's pasture lease agreement.

At the outset, We resolve the incidental issue consequent of the expiration of Pasture Lease Agreement No. 2510 on January 30, 1975.

This Court had, in fact dismissed proceedings where the issues raised therein have been rendered moot and academic by supervening circumstances (E. Razon, Inc. vs. Moya, L-31690, Feb. 24, 1981, 103 SCRA 41; Philippine Virginia Tobacco Administration vs. Reyes, L-27665, May 31, 1977, 77 SCRA 205; Garcia vs. Court of Appeals, L-35234, May 26, 1977, 77 SCRA 148). WE ruled in these cases that to further rule on the petition would serve no useful purpose.

But the case at bar, however, presents both facts and issues We cannot relegate to oblivion. The petitioner claims damages against the private respondent (pp. 23-24, 69, 70, 72, rec.) as the contested area of 580 hectares is significant to the party unjustly or unlawfully deprived thereof. The maximum area allowable to any single, qualified entity under the Pasture Land Act (Sec. 3, CA 452) is 2,000 hectares; petitioner is leasing 1,000 hectares of pasture land, while private respondent claims a lease right to 930 hectares of pasture land.

Further, We review the facts and see an unlawful deprivation dangerously cloaked in a feigned contractual right. Worse, We recognize a perversion of a writ of preliminary injunction effectively re-straining, not the wrongdoer, but the person who is in the vigilant protection of his rights. The circumstances not only warrant, but impel Us to consider the merits of this petition and afford a practicable relief to the party entitled thereto.

The kernel issue is the propriety or impropriety of the injunction complaint filed by the private re-spondent with the Court of First Instance of Southern Cotabato and of the issuance of the writ of preliminary injunction therein by the same court.

WE find for petitioner.

Two requisites are necessary if an injunction is to issue, namely, the existence of the right to be protected, and that the facts against which the injunction is to be directed are violative of said right (Araneta, et al. vs. Gatmaitan, et al., L-8895 & L-9191, April 30, 1957, 101 Phil. 328). In particular, for a writ of preliminary injunction to issue, the existence of the right and the viola-tion must appear in the allegation of the complaint. A preliminary injunction is proper only when the plaintiff appears to be entitled to the relief demanded in his complaint (Manila Adjusters and Surveyor Co. vs. Bocar, L-44126, Feb. 29, 1977, 75 SCRA 421). And We recall that the complaint for injunctive relief must be construed strictly against the pleader (43 C.J.S. 867; The Revised Rules of Court,

Vicente J. Francisco, Vol. IV-A 1971, p. 206).

Upon the facts of the complaint filed (pp. 25-37, rec.), We rule that the writ of preliminary injunction issued by the lower court is improper and without basis. It is clear from the complaint that the first and older possessor of the disputed area is the petitioner herein. Moreover, his possession is by virtue of an undisputedly valid lease agreement with the government. This affords the petitioner preference against any other claim of right over said land. Conversely, any subsequent claimant can raise no more than a doubtful claim over the property in question, which dubious claim militates against the issuance in his favor of a writ of preliminary injunction. Preliminary injunction will not issue to protect a right not in esse (*Angela Estate, Inc. vs. CFI of Negros Occidental*, L-27084, July 31, 1968, 24 SCRA 500).

Furthermore, in actions involving realty, preliminary injunction will lie only after the plaintiff has fully established his title or right thereto by a proper action brought for the purpose (*Liongson vs. Martinez*, No. 11553, Oct. 8, 1917, 36 Phil. 148). To authorize temporary injunction, the complainant must make out at least a prima facie showing of a right to the final relief (43 C.J.S. 433; Francisco, *supra*, p. 175).

WE note that the writ of preliminary injunction issued by the lower court left private respondent unperturbed in the occupation of the disputed area. This, in effect, sanctioned his usurpation. Clearly, from the complaint itself, the private respondent was the usurper. It was he who unilaterally removed the fence of the petitioner and set his own boundary fence 580 hectares into the petitioner's pasture land, thus violating herein petitioner's superior right thereto. The protective mantle of preliminary injunction should not have been afforded to the usurpation by private respondent. Injunctions are not available to take property out of the possession or control of one party and place it into that of another whose title has not clearly been established (*Emilia vs. Bado*, L-23685, April 25, 1968, 23 SCRA 183; *Pio vs. Marcos*, L-27849, April 30, 1974, 56 SCRA 726). The office of the writ of injunction is to restrain the wrongdoer (*Calo vs. Roldan*, L-252, March 30, 1946, 76 Phil. 445, 451-452), not to protect him.

"There is no power the exercise of which is more delicate which requires greater caution, deliberation and sound discretion, or (which is) more dangerous in a doubtful case than the issuing of an injunction; it is the strong arm of equity that never ought to be extended unless to cases of great injury, where courts of law cannot afford an adequate or commensurate remedy in damages. The right must be clear, the injury impending or threatened, so as to be averted only by the protecting preventive process of injunction" (28 Am. Jur. 201; Francisco, *supra*, p. 179).

Reviewing the records of this petition, We note the following undisputed facts that militate against private respondent's alleged lease right over the disputed area:

1. Petitioner, Buayan Cattle Company, Inc., was a prior lessee (since 1952) in the actual, peaceful and continued possession (at lease since 1958) of the disputed area until the private respondent herein, Adan de las Marias, on the strength of a pasture lease granted only in 1964, unilaterally removed the former's fences and immediately established his own boundary fence 580 hectares into the petitioner's pasture land (pp. 28, 29, 47, rec.).
2. Meanwhile, Annex A to private respondent's answer to this petition (p. 138, rec.; order of the Secretary of Agriculture and Natural Resources dated October 20, 1965 suspending the effectivity of Pasture Lease Agreement No. 2510) and Annex B to the memorandum for the issuance of a writ of preliminary injunction filed by herein petitioner on January 25, 1967 (affidavit of District Forester Emmanuel Elayda on the forgery of his signature appearing in the Inspection Report on Special Use Application dated March 4, 1964; pp. 284-286, rec.) unequivocally raise doubts as to the veracity and validity of Pasture Lease Agreement No. 2510; and
3. Finally, the relocation survey caused by the private respondent to determine the exact location of the pasture

land allegedly awarded to him under Pasture Lease Agreement No. 2510 is questioned as irregular for having been conducted by a forest guard, a person not competent to do so. The validity of the said survey itself is also contested as not having been made in accordance with the rules of the Bureau of Forestry.

The strong arm of equity, this transcendent or extraordinary remedy of injunction should not be lightly indulged in but should be used sparingly and only in a clear and plain case (*The Value of Preliminary Injunction*, 95 SCRA 716, 718-719, citing 28 Am. Jur. 198).

Even assuming, arguendo, that Pasture Lease Agreement No. 2510 is valid as to the documents and the relocation survey aforesated, still We maintain and rule that the complaint for injunction filed by private respondent herein and the writ of preliminary injunction issued therein are, at least, premature.

Private respondent admits the presence of an actual possessor under a lease right in the disputed area prior to his own entry and occupation thereof. Assuming that private respondent's lease right is equally valid as that of the present possessor, herein petitioner, the former's course of action should not have been to destroy the petitioner's fence and enter the disputed area and set up his own fence therein. Private respondent should seek the aid of a competent court and not take the law into his own hands. Usurpation is not sanctioned as a method of acquiring possession. The Civil Code provides:

"Article 536. In no case may possession be acquired through force or intimidation as long as there is a possessor who objects thereto. He who believes that he has an action or a right to deprive another of the holding of a thing, must invoke the aid of the competent court, if the holder should refuse to deliver the thing."

Moreover, private respondent failed to exhaust administrative remedies.

WE find the following provisions of law pertinent:

(1) Under the Revised Administrative Code --

"Section 79(c). Power and supervision. -- The Department Head shall have direct control, direction and supervision over all bureaus and offices under his jurisdiction and may, any provision of existing law to the contrary notwithstanding, repeal or modify the decision of the chief of said bureaus or offices when advisable in the public interest.

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"Section 84. Bureaus and offices under the Department of Agriculture and Commerce shall have executive supervision over the xx Bureau of Forestry xx x.

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"Section 1838. Leasing of forest land for special purposes. -- The Director of Forestry, with the approval of the Secretary of Agriculture and Natural Resources, may upon such terms as he may deem reasonable, lease or grant permits for the use of forest xx xx."

(2) Forestry Administrative Order No. 6-2, Series of 1941.

"Section 5. Conflict. -- -A forest land permittee or licensee who believes that another permittee or licensee or any other person is encroaching upon the land applied for by him shall report the matter to the Director of Forestry or the District Forester concerned within ninety (90) days after the alleged encroachment commenced; otherwise, his complaint shall not be considered.

"Section 6. Investigation of claims and conflicts. -- -Adverse claims when properly asserted and reports of conflict received within the time specified in the next preceding section, shall be caused to be investigated, if this has not yet been done, by the Director of Forestry. The investigation shall be made whenever possible on

the very ground and after both parties have been advised of the hour and the date when and the place where it will be held, and the nature of the case. The notice of the investigation shall be served upon them at least one week before the date set for the investigation."

Evidently, the foregoing cited provisions out-line the administrative procedure which the private respondent herein should have pursued prior to invoking the aid of the competent court. Consonant with the doctrine of exhaustion of administrative remedies, where a remedy is available within the administrative machinery, this should be resorted to before recourse can be made to the courts, not only to give the administrative agency opportunity to decide the matter by itself correctly, but also to prevent unnecessary and premature resort to courts (Cruz vs. Del Rosario, L-17740, Dec. 26, 1963, 9 SCRA 755; Miguel vs. Reyes, L-4851, July 31, 1953, 93 Phil. 542; Coloso vs. Board of Accountancy, L-5760, April 20, 1953, 92 Phil. 938; Arnedo vs. Aldanese, 63 Phil. 768).

Such failure here results in the absence of a cause of action (Pineda vs. CFI of Davao, et al., L-12602, April 25, 1961, 1 SCRA 1020) making judicial resort premature (Villanueva vs. Ortiz, L-11412, May 23, 1958, 103 Phil. 875).

The conflict of rights to possession which arose from the subsequent issuance of Pasture Lease Agreement No. 2510 is of such nature as to demand the "exercise of sound administrative discretion requiring the special knowledge, experience and services of the administrative tribunal to determine technical and intricate matters of fact . ." (42 Am Jur 698; Administrative Law, Law on Public Officers and Election Law, Neptali A. Gonzales, 2nd Ed., 1966, p. 112).

Further, We note that Civil Case No. 631 is a complaint for injunction. The remedy of injunction does not issue except upon the condition, common to all special remedies, that no other ordinary, speedy and adequate remedy exists for avoiding or repairing the damage done, or which may be done, by an act in violation of the plaintiff's rights (Palafox vs. Madamba, No. 4735, Aug. 7, 1911, 19 Phil. 444; Devesa vs. Arbes, No. 4891, March 23, 1909, 13 Phil. 273). The administrative procedure afforded by the laws above-cited is ordinary, speedy and adequate. The administrative proceedings are pending with the District Forester of Southern Cotabato. Hence, complainant in Civil Case No. 631 is not entitled to an injunction as there is already an action pending in which he may obtain relief (Francisco, supra, p. 222).

OUR cardinal statement, therefore, is that private respondent does not have a cause of action for injunction. His right to the disputed area is doubtful. And even assuming that he has a right to the said pasture land, still, not having exhausted the administrative remedies available to him, the action for injunction in Civil Case No. 631 is, at least, premature for absence of a cause of action.

The act of private respondent in unilaterally entering the petitioner's land is unlawful and un-just. The petitioner's act of repelling the private respondent's entry into the former's land is sanctioned by law, thus:

"Article 429. The owner or lawful possessor of a thing has the right to exclude any person from the enjoyment and disposal thereof. For this purpose, he may use such force as may be reasonably necessary to repel or prevent an actual or threatened unlawful physical invasion or usurpation of his property.

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"Article 539. Every possessor has a right to be respected in his possession; and should he be disturbed therein he shall be protected in or restored to said possession by the means established by the laws and the Rules of Court" (Civil Code of the Philippines).

The letter-complaint filed by herein petitioner is consonant with the procedure sanctioned by the Revised Administrative Code and Forestry Administrative Order No. 6-2, series of 1941. The orders issued by the Director

of Forestry, including those dated September 7 and 17, 1965 are well within the powers of said office.

WE hold therefore, that respondent Judge committed a grave abuse of discretion when he issued the writ of preliminary injunction dated September 29, 1965 in Civil Case No. 631. That injunction had the effect of restraining, not the wrongdoer, but the person in the vigilant protection of his rights and those who come to the latter's help. In *Chief, PC vs. Judge, CFI of Caloocan City* (Nos. L-22308 & L-22343-4, March 31, 1966, 16 SCRA 607), We ruled that the issuance of a writ of preliminary injunction to restrain any interference with the illegal operation of a cockpit was in grave abuse of discretion. The rule equally applies here.

Finally, We consider the proposition of herein private respondent that while this Court can compel the lower court to act on the complaint in Civil Case No. 631, IT cannot compel the latter, by mandamus, to dismiss said case as prayed for by herein petitioner (p. 132, rec.). True, mandamus is not available to compel a court to do a discretionary act (*Caltex Filipino Managers and Supervisors Association vs. Court of Industrial Relations*, L-28472, April 30, 1968, 23 SCRA 492). Mandamus is not available to compel a judge to decide a case or motion in a particular way (*Pio vs. Marcos*, supra; *Santiago Labor Union vs. Tabigne*, L-21028-29, May 29, 1966, 17 SCRA 286; *Dy Cay vs. Crossfield*, 38 Phil. 521). But, where the complaint filed in the lower court is decidedly without a cause of action, as in this case, then mandamus will lie to compel the dismissal of said complaint. In this latter case, the dismissal is not discretionary, but ministerial, and therefore subject to mandamus.

WHEREFORE, THE PETITION IS HEREBY GRANTED, THE ORDER FOR THE ISSUANCE OF A WRIT OF INJUNCTION AND THE ORDER DENYING THE MOTION TO DISMISS IN CIVIL CASE NO. 631 ARE HEREBY SET ASIDE AS NULL AND VOID.

THE CASE IS REMANDED TO THE LOWER COURT ONLY FOR THE PURPOSE OF HEARING THE HEREIN PETITIONER BUYAN CATTLE CO., INC. ON THE CLAIM FOR DAMAGES AGAINST PRIVATE RESPONDENT ADAN DE LAS MARIAS. COSTS AGAINST SAID PRIVATE RESPONDENT.

SO ORDERED.

Concepcion, Jr., Guerrero, Abad Santos, De Castro and Escolin, JJ., concur.

Aquino, J., in the result.

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