

EDEN BALLATAN AND SPS. BETTY MARTINEZ AND CHONG CHY LING, PETITIONERS, VS. COURT OF APPEALS, GONZALO GO, WINSTON GO, LI CHING YAO, ARANETA INSTITUTE OF AGRICULTURE AND JOSE N. Q...

G.R. No. 125683. March 02, 1999

Ponente: PUNO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-125683/>

PUNO, J.:

This is a petition for review on certiorari of the decision of the Court of Appeals dated March 25, 1996 in CA-G.R. CV No. 32472 entitled "Eden Ballatan, et. al., plaintiffs-appellees v. Gonzalo Go and Winston Go, appellants and third-party plaintiffs-appellants v. Li Ching Yao, et.al., third-party defendants." [1]

The instant case arose from a dispute over forty-two (42) square meters of residential land belonging to petitioners. The parties herein are owners of adjacent lots located at Block No. 3, Poinsettia Street, Araneta University Village, Malabon, Metro Manila. Lot No. 24, 414 square meters in area, is registered in the name of petitioners Eden Ballatan and spouses Betty Martinez and Chong Chy Ling. [2] Lots Nos. 25 and 26, with an area of 415 and 313 square meters respectively, are registered in the name of respondent Gonzalo Go, Sr. [3] On Lot No. 25, respondent Winston Go, son of Gonzalo Go, Sr., constructed his house. Adjacent to Lot No. 26 is Lot No. 27, 417 square meters in area, and is registered in the name of respondent Li Ching Yao. [4]

In 1985, petitioner Ballatan constructed her house on Lot No. 24. During the construction, she noticed that the concrete fence and side pathway of the adjoining house of respondent Winston Go encroached on the entire length of the eastern side of her property. [5] Her building contractor informed her that the area of her lot was actually less than that described in the title. Forthwith, Ballatan informed respondent Go of this discrepancy and his encroachment on her property. Respondent Go, however, claimed that his house, including its fence and pathway, were built within the parameters of his father's lot; and that this lot was surveyed by Engineer Jose Quedding, the authorized surveyor of the Araneta Institute of Agriculture (AIA), the owner-developer of the subdivision project.

Petitioner Ballatan called the attention of the AIA to the discrepancy of the land area in her title and the actual land area received from them. The AIA authorized another survey of the land by Engineer Jose N. Quedding.

In a report dated February 28, 1985, Engineer Quedding found that the lot area of petitioner Ballatan was less by a few meters and that of respondent Li Ching Yao, which was three lots away, increased by two (2) meters. Engineer Quedding declared that he made a verification survey of Lots Nos. 25 and 26 of respondents Go in 1983 and allegedly found the boundaries to have been in their proper position. He, however, could not explain the reduction in Ballatan's area since he was not present at the time respondents Go constructed their boundary walls. [6]

On June 2, 1985, Engineer Quedding made a third relocation survey upon request of the parties. He found that Lot No. 24 lost approximately 25 square meters on its eastern boundary, that Lot No. 25, although found to have

encroached on Lot No. 24, did not lose nor gain any area; that Lot No. 26 lost some three (3) square meters which, however, were gained by Lot No. 27 on its western boundary.[7] In short, Lots Nos. 25, 26 and 27 moved westward to the eastern boundary of Lot No. 24.

On the basis of this survey, on June 10, 1985, petitioner Ballatan made a written demand on respondents Go to remove and dismantle their improvements on Lot No. 24. Respondents Go refused. The parties, including Li Ching Yao, however, met several times to reach an agreement on the matter.

Failing to agree amicably, petitioner Ballatan brought the issue before the barangay. Respondents Go did not appear. Thus, on April 1, 1986, petitioner Ballatan instituted against respondents Go Civil Case No. 772-MN for recovery of possession before the Regional Trial Court, Malabon, Branch 169. The Go's filed their "Answer with Third-Party Complaint" impleading as third-party defendants respondents Li Ching Yao, the AIA and Engineer Quedding.

On August 23, 1990, the trial court decided in favor of petitioners. It ordered the Go's to vacate the subject portion of Lot No. 24, demolish their improvements and pay petitioner Ballatan actual damages, attorney's fees and the costs of the suit. It dismissed the third-party complaint against: (1) AIA after finding that the lots sold to the parties were in accordance with the technical description and verification plan covered by their respective titles; (2) Jose N. Quedding, there being no privity of relation between him and respondents Go and his erroneous survey having been made at the instance of AIA, not the parties; and (3) Li Ching Yao for failure to prove that he committed any wrong in the subject encroachment.[8] The court made the following disposition:

"WHEREFORE, judgment is hereby rendered in favor of the plaintiffs and against the defendants, ordering the latter:

- To demolish and remove all improvements existing and encroaching on plaintiff's lot;
- To clear, vacate and deliver possession of the encroached area to the plaintiffs;
- To pay plaintiffs jointly and severally the following:

a) P7,800.00 for the expenses paid to the surveyors;

b) P5,000.00 for plaintiffs' transportation;

- To pay plaintiffs, jointly and severally, attorney's fees equivalent to 25% of the current market value of the subject matter in litigation at the time of execution; and
- To pay the costs of suit.

The third-party complaint filed by third-party plaintiff Gonzalo Go and Winston Go against third-party defendants Araneta Institute of Agriculture, Jose N. Quedding and Li Ching Yao is hereby DISMISSED, without pronouncement as to costs.

SO ORDERED."

Respondents Go appealed. On March 25, 1996, the Court of Appeals modified the decision of the trial court. It affirmed the dismissal of the third-party complaint against the AIA but reinstated the complaint against Li Ching Yao and Jose Quedding. Instead of ordering respondents Go to demolish their improvements on the subject land, the appellate court ordered them to pay petitioner Ballatan, and respondent Li Ching Yao to pay respondents Go, a reasonable amount for that portion of the lot which they encroached, the value to be fixed at the time of taking. It also ordered Jose Quedding to pay respondents Go attorney's fees of P5,000.00 for his erroneous survey. The dispositive portion of the decision reads:

"WHEREFORE, premises considered, the decision appealed from is hereby AFFIRMED insofar as the dismissal of the third-party complaint against Araneta Institute of Agriculture is concerned but modified in all other aspects as follows:

- 1) Defendants-appellants are hereby ordered to pay plaintiffs-appellees the reasonable value of the forty-two (42) square meters of their lot at the time of its taking;
- 2) Third-party defendant Li Ching Yao is hereby ordered to pay defendants-appellants the reasonable value of the thirty-seven (37) square meters of the latter's lot at the time of its taking; and
- 3) Third-party defendant Jose N. Quedding is hereby ordered to pay to defendants-appellants the amount of P5,000.00. as attorney's fees.

LET THE RECORD of the case be remanded to the Regional Trial Court of Malabon for further proceedings and reception of evidence for the determination of the reasonable value of Lots Nos. 24 and 26.

SO ORDERED."[9]

Hence, this petition. Petitioners allege that:

"RESPONDENT COURT OF APPEALS ERRED ON QUESTIONS OF LAW AND GRAVELY ABUSED ITS DISCRETION AMOUNTING TO LACK OF JURISDICTION WHEN:

- IT APPLIED EQUITY OR EQUITABLE SOLUTIONS TO THE INSTANT CASE IN UTTER DISREGARD AND IN VIOLATION OR GROSS IGNORANCE OF EXISTING LAWS AND JURISPRUDENCE VESTING BASIC PROPERTY RIGHTS TO HEREIN PETITIONERS. RESPONDENT COURT HAS NO POWER TO APPLY/USE EQUITY IN THE PRESENCE OF EXISTING LAWS TO THE CONTRARY.
- UNDER THE GUISE OF APPLYING EQUITY BUT IN EFFECT A VERY APPARENT PARTIALITY AND FAVOR TO RESPONDENTS GO, IT ORDERED PAYMENT OF THE ENCROACHED AREA AT THE VALUE AT THE TIME OF ITS TAKING AND NOT THE VALUE AT THE TIME OF PAYMENT, THEREBY ENRICHING THE GO'S BUT DEPRIVING PETITIONERS OF THE FRUITS OR INCREASE IN VALUE OF THEIR PROPERTY TO WHICH THEY ARE ENTITLED UNDER THE LAW AS THE REGISTERED OWNERS WITH TORRENS TITLE IN THEIR NAMES.
- WHEN IT DID NOT DISMISS THE THIRD-PARTY COMPLAINT DUE TO NON-PAYMENT OF ANY FILING OR DOCKET FEE.
- WHEN IT DENIED PETITIONERS THE RECOVERY OF THE NECESSARY EXPENSES IN PROTECTING THEIR RIGHTS IN THIS CASE."[10]

Petitioners question the admission by respondent Court of Appeals of the third-party complaint by respondents Go against the AIA, Jose Quedding and Li Ching Yao. Petitioners claim that the third-party complaint should not have been considered by the Court of Appeals for lack of jurisdiction due to third-party plaintiffs' failure to pay the docket and filing fees before the trial court.

The third-party complaint in the instant case arose from the complaint of petitioners against respondents Go. The complaint filed was for *accion publiciana*, i.e., the recovery of possession of real property which is a real action. The rule in this jurisdiction is that when an action is filed in court, the complaint must be accompanied by the payment of the requisite docket and filing fees.[11] In real actions, the docket and filing fees are based on the value of the property and the amount of damages claimed, if any.[12] If the complaint is filed but the fees are not paid at the time of filing, the court acquires jurisdiction upon full payment of the fees within a reasonable time as the court may grant, barring prescription.[13] Where the fees prescribed for the real action have been paid but the

fees of certain related damages are not, the court, although having jurisdiction over the real action, may not have acquired jurisdiction over the accompanying claim for damages.[14] Accordingly, the court may expunge those claims for damages, or allow, on motion, a reasonable time for amendment of the complaint so as to allege the precise amount of damages and accept payment of the requisite legal fees.[15] If there are unspecified claims, the determination of which may arise after the filing of the complaint or similar pleading, the additional filing fee thereon shall constitute a lien on the judgment award.[16] The same rule also applies to third-party claims and other similar pleadings.[17]

In the case at bar, the third-party complaint filed by respondents Go was incorporated in their answer to the complaint. The third-party complaint sought the same remedy as the principal complaint but added a prayer for attorney's fees and costs without specifying their amounts, thus:

"ON THE THIRD PARTY COMPLAINT

- That summons be issued against Third-Party Defendants Araneta Institute of Agriculture, Jose N. Quedding and Li Ching Yao;
- That after hearing, they be sentenced to indemnify the Third-Party Plaintiffs for whatever is adjudged against the latter in favor of the Plaintiffs;
- That Third-Party Defendants be ordered to pay attorney's fees as may be proved during trial;
- That Third-Party Defendants be ordered to pay the costs.

Other just and equitable reliefs are also prayed for."[18]

The Answer with Third-Party Complaint was admitted by the trial court without the requisite payment of filing fees, particularly on the Go's prayer for damages.[19] The trial court did not award the Go's any damages. It dismissed the third-party complaint. The Court of Appeals, however, granted the third-party complaint in part by ordering third-party defendant Jose N. Quedding to pay the Go's the sum of P5,000.00 as attorney's fees.

Contrary to petitioners' claim, the Court of Appeals did not err in awarding damages despite the Go's failure to specify the amount prayed for and pay the corresponding additional filing fees thereon. The claim for attorney's fees refers to damages arising after the filing of the complaint against the Go's. The additional filing fee on this claim is deemed to constitute a lien on the judgment award.[20]

The Court of Appeals found that the subject portion is actually forty-two (42) square meters in area, not forty-five (45), as initially found by the trial court; that this forty-two (42) square meter portion is on the entire eastern side of Lot No. 24 belonging to petitioners; that on this said portion is found the concrete fence and pathway that extends from respondent Winston Go's house on adjacent Lot No. 25; that inclusive of the subject portion, respondents Go did not gain nor lose any portion of Lots Nos. 25 and 26; that instead, Lot No. 27, on which respondent Li Ching Yao built his house, encroached on the land of respondents Go, gaining in the process thirty-seven (37) square meters of the latter's land.[21]

We hold that the Court of Appeals correctly dismissed the third-party complaint against AIA. The claim that the discrepancy in the lot areas was due to AIA's fault was not proved. The appellate court, however, found that it was the erroneous survey by Engineer Quedding that triggered these discrepancies. And it was this survey that respondent Winston Go relied upon in constructing his house on his father's land. He built his house in the belief that it was entirely within the parameters of his father's land. In short, respondents Go had no knowledge that they encroached on petitioners' lot. They are deemed builders in good faith[22] until the time petitioner Ballatan informed them of their encroachment on her property.[23]

Respondent Li Ching Yao built his house on his lot before any of the other parties did.[24] He constructed his house in 1982, respondents Go in 1983, and petitioners in 1985.[25] There is no evidence, much less, any allegation that respondent Li Ching Yao was aware that when he built his house he knew that a portion thereof encroached on respondents Go's adjoining land. Good faith is always presumed, and upon him who alleges bad faith on the part of a possessor rests the burden of proof.[26]

All the parties are presumed to have acted in good faith. Their rights must, therefore, be determined in accordance with the appropriate provisions of the Civil Code on property.

Article 448 of the Civil Code provides:

"Art. 448. The owner of the land on which anything has been built, sown or planted in good faith, shall have the right to appropriate as his own the works, sowing or planting, after payment of the indemnity provided for in Articles 546 and 548,[27] or to oblige the one who built or planted to pay the price of the land, and the one who sowed the proper rent. However, the builder or planter cannot be obliged to buy the land if its value is considerably more than that of the building or trees. In such case, he shall pay reasonable rent, if the owner of the land does not choose to appropriate the building or trees after proper indemnity. The parties shall agree upon the terms of the lease and in case of disagreement, the court shall fix the terms thereof."

The owner of the land on which anything has been built, sown or planted in good faith shall have the right to appropriate as his own the building, planting or sowing, after payment to the builder, planter or sower of the necessary and useful expenses, and in the proper case, expenses for pure luxury or mere pleasure. The owner of the land may also oblige the builder, planter or sower to purchase and pay the price of the land. If the owner chooses to sell his land, the builder, planter or sower must purchase the land, otherwise the owner may remove the improvements thereon. The builder, planter or sower, however, is not obliged to purchase the land if its value is considerably more than the building, planting or sowing. In such case, the builder, planter or sower must pay rent to the owner of the land. If the parties cannot come to terms over the conditions of the lease, the court must fix the terms thereof. The right to choose between appropriating the improvement or selling the land on which the improvement stands to the builder, planter or sower, is given to the owner of the land.[28]

Article 448 has been applied to improvements or portions of improvements built by mistaken belief on land belonging to the adjoining owner.[29] The facts of the instant case are similar to those in *Cabral v. Ibanez*,[30] to wit:

"[P]laintiffs Geronima Zabala and her husband Justino Bernardo, constructed their house in the belief that it was entirely within the area of their own land without knowing at that time that part of their house was occupying a 14-square meter portion of the adjoining lot belonging to the defendants, and that the defendants Bernardo M. Cabral and Mamerta M. Cabral were likewise unaware of the fact that a portion of plaintiff's house was extending and occupying a portion of their lot with an area of 14 square meters. The parties came to know of the fact that part of the plaintiff's house was occupying part of defendant's land when the construction of plaintiff's house was about to be finished, after a relocation of the monuments of the two properties had been made by the U.S. Army through the Bur

eau of Lands, according to their 'Stipulation of Facts,' dated August 17, 1951.

On the basis of these facts, we held that:

"The Court, therefore, concludes that the plaintiffs are builders in good faith and the relative rights of the defendant Mamerta Cabral as owner of the land and of the plaintiffs as owners of the building is governed by Article 361 of the Civil Code (*Co Tao v. Joaquin Chan Chico*, 46 Off. Gaz.5514). Article 361 of the old Civil Code has been reproduced with an additional provision in Article 448 of the new Civil Code, approved June 18, 1949." [31]

Similarly, in *Grana and Torralba v. Court of Appeals*,^[32] we held that:

"Although without any legal and valid claim over the land in question, petitioners, however, were found by the Court of Appeals to have constructed a portion of their house thereon in good faith. Under Article 361 of the old Civil Code (Article 448 of the new), the owner of the land on which anything has been built in good faith shall have the right to appropriate as his own the building, after payment to the builder of necessary or useful expenses, and in the proper case, expenses for pure luxury or mere pleasure, or to oblige the builder to pay the price of the land. Respondents, as owners of the land, have therefore the choice of either appropriating the portion of petitioners' house which is on their land upon payment of the proper indemnity to petitioners, or selling to petitioners that part of their land on which stands the improvement. It may here be pointed out that it would be impractical for respondents to choose to exercise the first alternative, i.e., buy that portion of the house standing on their land, for in that event the whole building might be rendered useless. The more workable solution, it would seem, is for respondents to sell to petitioners that part of their land on which was constructed a portion of the latter's house. If petitioners are unwilling or unable to buy, then they must vacate the land and must pay rentals until they do so. Of course, respondents cannot oblige petitioners to buy the land if its value is considerably more than that of the aforementioned portion of the house. If such be the case, then petitioners must pay reasonable rent. The parties must come to an agreement as to the conditions of the lease, and should they fail to do so, then the court shall fix the same."^[33]

In light of these rulings, petitioners, as owners of Lot No. 24, may choose to purchase the improvement made by respondents Go on their land, or sell to respondents Go the subject portion. If buying the improvement is impractical as it may render the Go's house useless, then petitioners may sell to respondents Go that portion of Lot No. 24 on which their improvement stands. If the Go's are unwilling or unable to buy the lot, then they must vacate the land and, until they vacate, they must pay rent to petitioners. Petitioners, however, cannot compel respondents Go to buy the land if its value is considerably more than the portion of their house constructed thereon. If the value of the land is much more than the Go's improvement, then respondents Go must pay reasonable rent. If they do not agree on the terms of the lease, then they may go to court to fix the same.

In the event that petitioners elect to sell to respondents Go the subject portion of their lot, the price must be fixed at the prevailing market value at the time of payment. The Court of Appeals erred in fixing the price at the time of taking, which is the time the improvements were built on the land. The time of taking is determinative of just compensation in expropriation proceedings. The instant case is not for expropriation. It is not a taking by the state of private property for a public purpose upon payment of just compensation. This is a case of an owner who has been paying real estate taxes on his land but has been deprived of the use of a portion of this land for years. It is but fair and just to fix compensation at the time of payment.^[34]

Article 448 and the same conditions abovestated also apply to respondents Go as owners and possessors of their land and respondent Li Ching Yao as builder of the improvement that encroached on thirty-seven (37) square meters of respondents Go's land.

IN VIEW WHEREOF, the decision of respondent Court of Appeals is modified as follows:

(1) Petitioners are ordered to exercise within thirty (30) days from finality of this decision their option to either buy the portion of respondents Go's improvement on their Lot No. 24, or sell to said respondents the portion of their land on which the improvement stands. If petitioners elect to sell the land or buy the improvement, the purchase price must be at the prevailing market price at the time of payment. If buying the improvement will render respondents Go's house useless, then petitioners should sell the encroached portion of their land to respondents Go. If petitioners choose to sell the land but respondents Go are unwilling or unable to buy, then the latter must vacate the subject portion and pay reasonable rent from the time petitioners made their choice up to the time they actually vacate the premises. But if the value of the land is considerably more than the value of the

improvement, then respondents Go may elect to lease the land, in which case the parties shall agree upon the terms of the lease. Should they fail to agree on said terms, the court of origin is directed to fix the terms of the lease.

From the moment petitioners shall have exercised their option, respondents Go shall pay reasonable monthly rent up to the time the parties agree on the terms of the lease or until the court fixes such terms.

(2) Respondents Go are likewise directed to exercise their rights as owners of Lots Nos. 25 and 26, vis-a-vis respondent Li Ching Yao as builder of the improvement that encroached on thirty seven (37) square meters of respondents Go's land in accordance with paragraph one abovementioned.

(3) The Decision of the Court of Appeals ordering Engineer Quedding, as third-party defendant, to pay attorney's fees of P5,000.00 to respondents Go is affirmed. The additional filing fee on the damages constitutes a lien on this award.

(4) The Decision of the Court of Appeals dismissing the third-party complaint against Araneta Institute of Agriculture is affirmed.

SO ORDERED.

Bellosillo, (Chairman), Mendoza, Quisumbing, and Buena, JJ., concur.

[1] Penned by Justice Celia Lipana-Reyes and concurred in by Justices Alfredo L. Benipayo and Corona Ibay-Somera.

[2] Exhibit "A," Folder of Plaintiffs' Exhibits.

[3] Exhibits "1" and "2," Folder of Defendants Go's Exhibits.

[4] Exhibit "1," Folder of Defendant Li Ching Yao's Exhibits; Exhibit "4-a," Folder of Exhibits of Araneta Institute of Agriculture.

[5] Exhibit "D," Folder of Plaintiffs' Exhibits.

[6] Exhibit "1," Folder of Exhibits- Quedding.

[7] Exhibit "5," Folder of Defendants Go's Exhibits; Decision of the Court of Appeals, p. 3, Rollo, p. 25.

[8] Decision of the trial court, p. 11, Court of Appeals Rollo, p. 86.

[9] Rollo, p. 44.

[10] Petition, p. 4, Rollo, p. 6.

[11] Tacay v. RTC of Tagum, Davao del Norte, 180 SCRA 433, 444 [1989]; Sun Insurance Office, Ltd. (SIOL) v. Asuncion, 170 SCRA 274, 285 [1989]; see also Manchester Development Corporation v. Court of Appeals, 149 SCRA 562, 568-569 [1987].

[12] Tacay v. RTC of Tagum, Davao del Norte, supra, at 440, 444 -- a real action may be commenced or prosecuted without an accompanying claim for damages.

[13] Id.

[14] Original Dev't. and Construction Corp. v. Court of Appeals, 202 SCRA 753, 760 [1991].

[15] Tacay, *supra*, at 444; *Original Dev't. and Construction Corp. v. Court of Appeals*, *supra*, at 760.

[16] *Original Development Corporation v. Court of Appeals*, *supra*, at 761.

[17] Tacay, *supra*, at 441-442; *Sun Insurance Office Ltd. v. Asuncion*, 170 SCRA 274, 285 [1989].

[18] *Answer with Third Party Complaint*, p. 7, *Records*, p. 37.

[19] *Order dated May 30, 1986*, *Records*, p. 49.

[20] In *Sun Insurance Office, Ltd. (SIOL) v. Asuncion*, *supra*, at 279, it was held that the Manchester rule and its clarifications are procedural rules and may be applied retroactively to actions pending and undetermined at the time of their passage. The instant case was pending at the time Manchester was promulgated in 1987.

[21] *Decision of the Court of Appeals*, pp. 15-16, *Rollo*, pp. 37-38.

[22] Article 526, Civil Code provides:

"Art. 526. He is deemed a possessor in good faith who is not aware that there exists in his title or mode of acquisition any flaw that invalidates it."

[23] Article 528, Civil Code provides:

"Art. 528. Possession acquired in good faith does not lose this character except in the case and from the moment facts exist which show that the possessor is not unaware that he possesses the thing improperly or wrongfully."

[24] *Decision of the Court of Appeals*, p. 16, *Rollo*, p. 38.

[25] *Id.*, at pp. 16-17, *Rollo*, pp. 38-39.

[26] Article 527, Civil Code.

[27] Articles 546 and 548 provide:

"Art. 546. Necessary expenses shall be refunded to every possessor; but only the possessor in good faith may retain the thing until he has been reimbursed therefor.

Useful expenses shall be refunded only to the possessor in good faith with the same right of retention, the person who has defeated him in the possession having the option of refunding the amount of the expenses or of paying the increase value which the thing may have acquired by reason thereof."

"Art. 548. Expenses for pure luxury or mere pleasure shall not be refunded to the possessor in good faith; but he may remove the ornaments with which he has embellished the principal thing if it suffers no injury thereby, and if his successor in the possession does not prefer to refund the amount expended."

[28] *Grana & Torralba v. Court of Appeals*, 109 Phil. 260, 263 [1960]; *Acuna v. Furukawa Plantation Co.*, 93 Phil. 957, 961 [1953]; *Aringo v. Arena*, 14 Phil. 263, 269 [1909].

[29] *Grana and Torralba v. Court of Appeals*, 109 Phil. 260, 263 [1960]; *Miranda v. Fadullon*, 97 Phil. 801 [1955]; *Cabral v. Ibanez*, 98 Phil. 140 [1955].

[30] 98 Phil. 140 [1955].

[31] *Id.*, at 142.

[32] 109 Phil. 260 [1960].

[33] *Id.*, at 263-264.

[34] See *Cabral v. Ibanez*, *supra*, at 143, where this Court gave the owner of the land thirty days to elect either to purchase the improvement or sell the land; and once having elected, the case was reset for admission of evidence on the value of the improvement, or the value of the land. This implies that the price of the land or improvement was fixed definitely not at the time of taking; see also *Aringo v. Arena*, *supra*, at 270.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.