

MARCELITO D. QUEVADA, PETITIONER, VS. COURT OF APPEALS AND JUANITO N. VILLAVERDE, RESPONDENTS.

G.R. NO. 140798. September 19, 2006

Ponente: AZCUNA, J.

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AZCUNA, J.:

This is a petition for review[1] by Marcelito D. Quevada, assailing the Decision and Resolution of the Court of Appeals (CA) dated September 16, 1999 and November 11, 1999, respectively, in CA-G.R. SP No. 53209 entitled "Marcelito Quevada v. Juanito Villaverde."

The facts[2] of the case are as follows:

Before the [Metropolitan Trial Court (MeTC)], the plaintiff/respondent said that he is the lessor of a parcel of land with a residential house in Sampaloc, Manila. Sometime in 1994, he (as a lessor) and defendant/petitioner entered into a Contract of Lease of a portion of the residential house (consisting of 96 square meters) which is located on the subject property for the period from August 15, 1994 to August 15, 1995, at a monthly rental of P2,500.

After expiration of the lease, they entered into another Contract of Lease, which was an extension of the previous date, commencing from August 15, 1995 to April 15, 1996.

After the expiration of the extended Lease, the petitioner continued possessing the premises, but without payment of any reasonable compensation (for the use and occupancy thereof).

[Private respondent] made several demands to the petitioner to vacate the premises but was refused; as a matter of fact, the petitioner refused to vacate without justifiable reason. Because of the [petitioner's] refusal to vacate the premises, [private respondent] referred the matter to the barangay court for conciliation, only for the former to repudiate the "agreement to vacate as of December 31, 1997."

On January 20, 1998, [private respondent] served upon the petitioner a notice to vacate the leased property within a period of fifteen (15) days supposedly counted from receipt thereof, to pay P5,000 rental starting May, 1996, and every month thereafter until the premises shall have been vacated.

It was, on the other hand, the answer of the petitioner that as early as November, [1985],[3] he already started building the house on the lot which was finished in [1986],[4] at which time he occupied the house as his residence.

Sometime in 1994, the [private] respondent negotiated for the purchase of the lot from the previous owner; [petitioner] similarly offered to buy the lot but was not able to raise the amount of P1,000,000 representing the purchase price.

Herein [private] respondent in turn "advised" him that he would go ahead and buy the lot but with an assurance that as soon as [petitioner] would be in a financial position to do payment, [the former] will transfer the title to [the latter.] [T]hus, a Lease Contract, in the meantime, was executed, for him to pay the rentals at P2,500 a month, but only with respect to the land, since the house belonged to him.

On his (petitioner) part, he assured the [private] respondent that if he would not be able to purchase the lot after a reasonable period of time, then, he was willing to deliver possession of the house to the [private] respondent after payment of the cost, or the sum of P500,000.

The [private] respondent did not give him a chance to pay the purchase price by setting a deadline to do the payment; similarly, the [private] respondent refused to accept the monthly rental of the lot for P2,500.

Because of [private respondent's refusal] to accept the rental payments, [petitioner] opened an account "in trust" for the [private respondent] where the monthly rentals could be deposited.

Petitioner added that there was an implied trust by virtue of the "true agreement" whereby the purchase price of the lot would be paid by the [private] respondent and for the latter, later on, to transfer the title after he ([private] respondent) shall have paid the purchase price.

In its Decision dated October 27, 1998, the Metropolitan Trial Court (MeTC) of Manila, Branch 30, ruled in favor of private respondent, thus:

WHEREFORE, in view of the foregoing, judgment is hereby rendered in favor of [private respondent] ordering [petitioner]:

a) and all persons claiming rights under him to immediately vacate and surrender to [private respondent] the leased premises situated at 842 Vicente G. Cruz St., Sampaloc, Manila subject to the right of [petitioner] to remove the improvements existing thereon;

b) to pay reasonable compensation for the continued use and occupancy of subject lot in the amount of P2,500 monthly from May, 1996 until subject premises is finally vacated and surrendered to [private respondent];

c) the costs of suit.

SO ORDERED.[5]

Petitioner appealed, but the Regional Trial Court (RTC) of Manila, Branch VII, affirmed the MeTC's Decision in the following manner:

WHEREFORE and finding no reversible error in the decision of the lower court, the same is hereby affirmed in toto.

SO ORDERED.[6]

Petitioner then went on appeal again asking for reversal of the RTC Decision. The CA rendered its assailed Decision, the dispositive portion of which reads:

THE FOREGOING CONSIDERED, the appealed Decision is hereby AFFIRMED

SO ORDERED.[7]

Petitioner's Motion for Reconsideration of the CA Decision was denied.

Hence, this petition relying upon the following grounds:

I

THE COURT OF APPEALS GRIEVOUSLY ERRED WHEN IT FAILED TO APPRECIATE THE FACT THAT AN IMPLIED TRUST WAS CREATED IN FAVOR OF PETITIONER WHO THEREBY BECOMES THE BENEFICIAL OWNER OF THE LOT IN QUESTION AND, THUS, ENTITLED TO CONTINUED POSSESSION THEREOF.

II.

AT THE VERY LEAST, PETITIONER OUGHT TO BE REIMBURSED FOR THE VALUE OF THE HOUSE STANDING ON THE LOT.

III.

THE COURT OF APPEALS ERRED IN SUSTAINING THE JURISDICTION OF THE [MeTC] TO HEAR THE INSTANT CASE CONSIDERING THAT THE ALLEGED UNLAWFUL WITHHOLDING OCCURRED MORE THAN ONE YEAR BEFORE THE FILING OF THE EJECTMENT SUIT.

IV.

THE COURT OF APPEALS ERRED IN UPHOLDING THE RIGHT OF THE RESPONDENT TO BRING THE ACTION FOR EJECTMENT ALTHOUGH HE IS NOT THE TITLED OWNER THEREOF.

Simply restated, the issues to be resolved are: 1) whether the action for ejectment is proper; 2) whether such action can be brought by private respondent who is not the titled owner of the property; 3) whether petitioner can be reimbursed for the value of the house on the property; and 4) whether there is an implied trust.

A discussion of these issues shows that the petition is partly meritorious.

First, the action for ejectment or, more specifically, unlawful detainer or desahucio is under the proper jurisdiction of the MeTC.

Section 1, Rule 70 of the Rules of Court provides:

SECTION 1. Who may institute proceedings, and when. - Subject to the provisions of the next succeeding section, a person deprived of the possession of any land or building by force, intimidation, threat, strategy, or stealth, or a lessor, vendor, vendee, or other person against whom the possession of any land or building is unlawfully withheld after the expiration or termination of the right to hold possession, by virtue of any contract, express or implied, or the legal representatives or assigns of any such lessor, vendor, vendee, or other person, may, at any time within one (1) year after such unlawful deprivation or withholding of possession, bring an action in the proper Municipal Trial Court against the person or persons unlawfully withholding or depriving of possession, or any person or persons claiming under them, for the restitution of such possession, together with damages and costs. [Underscoring supplied.]

The necessary allegations in private respondent's complaint clearly meet the requirements of the above-cited provision in filing an action for unlawful detainer.[8] Moreover, in accordance with the 1991 Revised Rule on Summary Procedure, such action is within the jurisdiction of the MeTC[9] and must be filed within one year.[10]

As a lessor, private respondent was unlawfully deprived possession of the residential house after petitioner's right to its possession as lessee had expired on April 15, 1996. Despite several demands given by the former to vacate the premises, the latter refused and even repudiated the agreement to vacate, which was entered into on December 31, 1997 before the barangay court.

Under Section 2, Rule 70, such action by the lessor shall be commenced after demand to pay or comply with the conditions of the lease and to vacate is made upon the lessee, thus:

SEC. 2. Lessor to proceed against lessee only after demand. - Unless otherwise stipulated, such action by the lessor shall be commenced only after demand to pay or comply with the conditions of the lease and to vacate is made upon the lessee, or by serving written notice of such demand upon the person found on the premises, or by posting such notice on the premises if no person be found thereon, and the lessee fails to comply therewith after fifteen (15) days in the case of land or five (5) days in the case of buildings. [Underscoring supplied.]

The lease contract was not extended again after its expiration on April 15, 1996. Petitioner's continued use and occupancy of the premises without any contract between him and private respondent was by mere tolerance or permission of the latter. "Acts of a possessory character performed by one who holds by mere tolerance of the owner [or lessor as in this case] are clearly not en concepto de dueño, and such possessory acts, no matter how long so continued, do not start the running of the period of prescription." [11]

"[P]ossession by tolerance is lawful, but such possession becomes unlawful when the possessor by tolerance refuses to vacate upon demand made by the owner. A person who occupies the land of another at the latter's tolerance or permission, without any contract between them, is necessarily bound by an implied promise to vacate upon demand, failing which, a summary action for ejectment is the proper remedy." [12] "The situation is not much different from that of a tenant whose lease expires but who continues in occupancy by tolerance of the owner, in which case there is deemed to be an unlawful deprivation or withholding of possession as of the date of the demand to vacate." [13]

Aside from the fact that the lease contract had expired, petitioner also did not honor the agreement to vacate as of December 31, 1997 before the barangay court. Consequently, private respondent had to serve upon him on January 20, 1998 a written notice to vacate the leased property within fifteen (15) days from its receipt. [14] This notice was not complied with. Thus, the action for ejectment filed on March 9, 1998 was properly commenced in the MeTC, following its referral for conciliation. [15] Its filing was within the one-year period after private respondent had been unlawfully deprived or withheld of its possession. The unlawful deprivation or withholding of possession started not from the date the lease contract expired, but from the date the written notice to vacate was served. [16]

Besides, while the dispute is under conciliation, the prescriptive period for the cause of action was interrupted upon filing of the complaint with the punong barangay and resumed to run upon receipt by private respondent of the certificate to file action dated January 10, 1998, [17] in accordance with Section 410(c) of the Local Government Code, which provides:

SECTION 410. Procedure for Amicable Settlement. - x x x

(c) Suspension of prescriptive period of offenses. - While the dispute is under mediation, conciliation, or arbitration, the prescriptive periods for offenses and cause of action under existing laws shall be interrupted upon filing the complaint with the punong barangay. The prescriptive periods shall resume upon receipt by the complainant of the certificate of repudiation or of the certification to file action issued by the lupon or pangkat secretary: Provided, however, That such interruption shall not exceed sixty (60) days from the filing of the complaint with the punong barangay.

x x x

Necessarily, the prescriptive period was suspended while the case was pending before the barangay authorities. The 60-day period under the above provision shall be deducted from the one-year period within which to file the action for ejectment.

Even assuming that there was an agreement to pay monthly rent after April 15, 1996, [18] the implied renewal of the expired lease contract was still for a definite period. [19] "A month-to-month lease under Article 1687 x x x expires after the last day of any given thirty-day period, upon proper demand and notice by the lessor to vacate." [20] Since there was proper notice given after the thirty-day lease periods ended December 15, 1997 (prior to the agreement to vacate made before the barangay court) and January 15, 1998 (subsequent to such agreement), petitioner's "right to stay in the premises came to an end." [21] Indeed, private respondent's tolerance of petitioner's possession de facto was formally withdrawn on January 20, 1998. Continued possession by the

latter had become unlawful upon his refusal to comply with the demand to vacate. "[E]jectment of the lessee may be ordered." [22]

Second, private respondent may bring the action for unlawful detainer, even though he is not the titled owner of the leased property.

Such action has "for its object the recovery of the physical possession" [23] or determination of "who is entitled to possession de facto" [24] "of the leased premises (the house)[,] not the ownership of the lot" [25] and not its "legal possession, in the sense contemplated in civil law." [26] In fact, "any finding of the court regarding the issue of ownership is merely provisional and not conclusive." [27] The judgment rendered "shall not bar an action between the same parties respecting title to the land or building nor shall it be conclusive as to the facts therein found in a case between the same parties upon a different cause of action involving possession." [28]

The Court has consistently held that the only issue to be resolved in unlawful detainer or desahucio is the actual "physical or material possession of the property involved, independent of any claim of ownership by any of the party litigants. Ejectment cases are designed to summarily restore physical possession to one who has been illegally deprived of such possession, without prejudice to the settlement of the parties' opposing claims of juridical possession in appropriate proceedings." [29] Those in actual possession of property under any "right entitling them to the use of the same may maintain an action for ejectment against a wrongful possessor." [30] Thus, a mere lessor may file such action.

Petitioner should not trifle with the summary nature of an ejectment suit by the simple expedient of asserting someone else's ownership over the leased property. [31] The proceedings are "only intended to provide an expeditious means of protecting actual possession or right to possession of property. Title is not involved." [32] In fact, the absence of title is not a ground "to withhold relief from the parties x x x." [33] "It does not even matter if a party's title to the property is questionable x x x." [34] "[N]o questions can be raised or decided incidentally tending to defeat the title or right of possession evidenced by the documents introduced" [35] by petitioner.

"The distinction between a summary action of ejectment and a plenary action for recovery of possession and/or ownership of the land is settled in our jurisprudence." [36] The underlying philosophy behind the former "is to prevent breach of peace and criminal disorder and to compel" [37] parties out of possession to respect and resort to the law alone in order to obtain what they claim are theirs. Petitioner "is necessarily in prior lawful possession of the property, but his possession eventually becomes unlawful upon termination or expiration of his right to possess." [38] His prior physical possession of the leased property does not automatically entitle him to continue in its possession and does not give him "a better right to the property." [39]

Third, petitioner should be paid for the value of the portion of the house covered by the lease, to be offset against rentals due.

Article 448 of the Civil Code provides:

ARTICLE 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, 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 above-cited article "covers only cases in which the builders, sowers[,] or planters believe themselves to be owners of the land or, at least, to have a claim of title thereto. It does not apply when the interest is x x x that of x

x x a mere tenant x x x."[40] However, it is also applied to cases where a builder has "constructed improvements with the consent of the owner." [41]

Petitioner is not the owner of or claiming title to the land, but a mere tenant[42] occupying only a portion of the house on it under the lease contract between him and private respondent. No supporting evidence was presented showing that petitioner's construction of the house was with the consent of the land's previous owner, but good faith should be presumed,[43] particularly since the lease relationship was open and in plain view.

Neither is there a showing of bad faith in petitioner's refusal to vacate the land.[44] On the other hand, there is no indication that private respondent will oblige petitioner to pay the price of the land. In fact, the former refuses to sell it to the latter.[45] As a mere tenant, however, petitioner must pay reasonable rent for the continued use and occupancy of the leased premises from the time the lease contract expired until he finally vacates and surrenders it to private respondent.

It would not be fair for private respondent to receive both the rent and the portion of the house covered by the lease. As to its valuation, there is only petitioner's assertion that it cost P500,000. In order to satisfy the demands of substantial justice, morality, conscience, and fair dealing, and pursuant to equity and the principle proscribing unjust enrichment, the value of the portion of the house covered by the lease should be determined so that compensation of its value against the rentals due can take effect.

In their exercise of rights and performance of duties, everyone must act with justice.[46] Although he asserts that his ownership of the house is not refuted, petitioner is willing to receive reimbursement for its value. Similarly, by insisting on ejecting petitioner, private respondent in effect elects to appropriate the building.[47] "The fundamental doctrine of unjust enrichment is the transfer of value without just cause or consideration." [48] Therefore, to have a just transfer of the leased portion of the house, its value should be offset[49] against the reasonable rent due for its continued use and occupancy until the former vacates and surrenders it to the latter. Private respondent shall not be inequitably profited or enriched at petitioner's expense.[50] *Nemo cum alterius detrimento locupletari potest.*[51]

Fourth, there is no implied trust. Petitioner fails to support his assertion that such has been created in his favor and that the purchase of the land by private respondent is for and in his behalf.

"A trust is defined as a 'fiduciary relationship with respect to property which involves the existence of equitable duties imposed upon the holder of the title to the property to deal with it for the benefit of another. A person who establishes a trust is called the trustor; one in whom confidence is reposed as regards property for the benefit of another is known as the trustee; and the person for whose benefit the trust has been created is referred to as the beneficiary or cestui que trust.'" [52]

Aside from the lessor-lessee relationship between them, no other legal relationship exists that shows the equitable ownership in the land belonging to petitioner and its legal title to private respondent. No resulting or constructive trust has been shown to arise from the relationship of the parties. Verily, the agreement to vacate on October 18, 1997[53] before the barangay court negates the contention that an implied trust exists between the parties.

Article 1450 of the Civil Code does not apply,[54] to wit:

ARTICLE 1450. If the price of a sale of property is loaned or paid by one person for the benefit of another and the conveyance is made to the lender or payer to secure the payment of the debt, a trust arises by operation of law in favor of the person to whom the money is loaned or for whom it is paid. The latter may redeem the property and compel a conveyance thereof to him.

The conveyance of the property was not from petitioner, but rather from its previous owner, to private respondent.

No evidence is presented to show that such conveyance was to secure payment of a debt. Thus, there is no resulting trust. Private respondent is under no obligation in equity to hold his legal title to the land for the benefit of petitioner.

There is no constructive trust either. Private respondent is not alleged to have obtained or held the legal right thereto by fraud, duress, or abuse of confidence. Again, in the absence of proof showing that private respondent has fraudulently registered the land in his name, petitioner has no right to recover it under Article 1456 of the Civil Code, which states:

ARTICLE 1456. If property is acquired through mistake or fraud, the person obtaining it is, by force of law, considered a trustee of an implied trust for the benefit of the person from whom the property comes.

"While an implied trust may be proved orally (Civil Code of the Philippines, Art. 1457), the evidence must be trustworthy and received by the courts with extreme caution, because such kind of evidence may be easily fabricated x x x. It cannot be made to rest on vague and uncertain evidence or on loose, equivocal[,] or indefinite declarations x x x." [55] "[T]he burden of proving the existence of a trust is on the party asserting its existence, and such proof must be clear and satisfactorily show the existence of the trust and its elements." [56]

WHEREFORE, the petition is PARTLY GRANTED. The Decision and Resolution of the Court of Appeals in CA-G.R. SP No. 53209, dated September 16, 1999 and November 11, 1999, respectively, are hereby AFFIRMED BUT WITH THE MODIFICATION that the case is REMANDED to the court a quo, which shall immediately conduct the appropriate proceedings to assess the value of the leased portion of the house against which the reasonable rent due for its continued use and occupancy, until it is vacated and surrendered to private respondent, may be offset.

No costs.

SO ORDERED.

Puno, (Chairperson), Sandoval-Gutierrez, Corona and Garcia, JJ., concur.

[1] RULES OF COURT, Rule 45.

[2] Rollo, pp. 26-28; CA Decision, pp. 2-4.

[3] Id. at 55; Answer, p. 2.

[4] Id.

[5] Id. at 70-71; MeTC Decision, pp. 6-7.

[6] Id. at 78; RTC Decision, p. 7.

[7] Rollo, p. 39; CA Decision, p. 15.

[8] *Habagat Grill v. DMC-Urban Property Developer, Inc.*, G.R. No. 155110, March 31, 2005, 454 SCRA 653, 662.

[9] THE 1991 REVISED RULE ON SUMMARY PROCEDURE, Sec. 1.A(1).

[10] CIVIL CODE, Art. 1147 (1).

[11] *Manila Electric Co. v. IAC*, G.R. No. 71393, June 28, 1989, 174 SCRA 313, 321, quoting *Cuaycong v.*

Benedicto, 37 Phil. 781, 792-793 (1918).

[12] Heirs of Rafael Magpily v. De Jesus, G.R. No. 167748, November 8, 2005, 474 SCRA 366, 378, citing Santos v. Ayon, G.R. No. 137013, May 6, 2005, 458 SCRA 83, 92.

[13] Cañiza v. CA, 335 Phil. 1107, 1116 (1997).

[14] The notice was received by petitioner's wife on February 4, 1998. Rollo, p. 32; CA Decision, p. 8.

[15] THE 1991 REVISED RULE ON SUMMARY PROCEDURE, Sec. 18.

[16] See Macasaet v. Macasaet, G.R. Nos. 154391-92, September 30, 2004, 439 SCRA 625, 635, citing Lopez v. David, Jr., G.R. No. 152145, March 30, 2004, 426 SCRA 535, 542; Arcal v. CA, 348 Phil. 813, 825 (1998); and Villaluz v. CA, 344 Phil. 77, 89 (1997).

[17] Rollo, p. 35; CA Decision, p. 11.

[18] The CA, quoting the lower court, said that "[t]he extended period is based on the manner by which rental is paid. In the [present case], rent was paid monthly and[,] therefore, defendant's lease contract was renewed on a month-to-month basis until notice of termination was given." Id. at 32, 69, and 76; CA Decision, p. 8; RTC Decision, p. 5; MeTC Decision, p. 4.

[19] See Inductivo v. CA, G.R. No. 108196, January 19, 1994, 229 SCRA 380, 385.

[20] Lopez v. Fajardo, G.R. No. 157971, August 31, 2005, 468 SCRA 664, 674, citing La Jolla, Inc. v. CA, G.R. No. 115851, June 20, 2001, 359 SCRA 102, 110; Arquelada v. Philippine Veterans Bank, G.R. No. 139137, March 31, 2000, 329 SCRA 536, 553-554; and Palanca v. IAC, G.R. No. 71566, December 15, 1989, 180 SCRA 119, 129.

[21] Dula v. Maravilla, G.R. No. 134267, May 9, 2005, 458 SCRA 249, 260, quoting De Vera v. CA, 329 Phil. 175, 180 (1996).

[22] Id. at 259, quoting De Vera v. CA, supra at 179.

[23] Bishop of Cebu v. Mangaron, 6 Phil. 286, 291 (1906).

"Under the Spanish Civil Code we had the acción interdictal, a summary proceeding which could be brought within one year from dispossession x x x." Pitargue v. Sorilla, 92 Phil. 5, 10 (1952).

The summary action for forcible entry or detainer was "denominated acción interdictal under the former law of procedure Ley de injuiciamiento Civil." Firmeza v. David, 92 Phil. 733, 735 (1953).

[24] Umpoc v. Mercado, G.R. No. 158166, January 21, 2005, 449 SCRA 220, 238-239.

[25] Ramos v. Stateland Investment Corp., G.R. No. 161973, November 11, 2005, 474 SCRA 726, 745, quoting Atienza, Sr. v. CA, G.R. No. 94493, July 17, 1992, 211 SCRA 561, 564.

[26] Lao v. Lao, G.R. No. 149599, May 16, 2005, 458 SCRA 539, 546, citing Tirona v. Alejo, 419 Phil. 285, 298 (2001).

[27] Roman Catholic Archbishop of Caceres v. Heirs of Manuel Abella, G.R. No. 143510, November 23, 2005, 476 SCRA 1, 9.

[28] Barnes v. Padilla, G.R. No. 160753, June 28, 2005, 461 SCRA 533, 543, citing Barba v. CA, 426 Phil. 598, 609 (2002) and Hilario v. CA, G.R. No. 121865, August 7, 1996, 260 SCRA 420, 426, 329 Phil. 202, 208 (1996).

[29] Keppel Bank Phils., Inc. v. Adao, G.R. No. 158227, October 19, 2005, 473 SCRA 372, 378-379, citing Barnes v. Padilla, supra and National Onion Growers Cooperative Marketing Association, Inc. v. Lo, G.R. No. 141493, July 28, 2004, 435 SCRA 358, 362. See Palattao v. CA, 431 Phil. 438, 446-447 (2002) and Amagan v. Marayag, 383 Phil. 486, 495-496 (2000).

[30] Pascual v. Angeles, 4 Phil. 604, 607 (1905).

[31] See Arambulo v. Gungab, G.R. No. 156581, September 30, 2005, 471 SCRA 640, 649, citing Rivera v. Rivera, G.R. No. 154203, July 8, 2003, 405 SCRA 466, 471.

[32] David v. Cordova, G.R. No. 152992, July 28, 2005, 464 SCRA 384, 402.

[33] Ganila v. CA, G.R. No. 150755, June 28, 2005, 461 SCRA 435, 448.

[34] Pajuyo v. CA, G.R. No. 146364, June 3, 2004, 430 SCRA 492, 510.

[35] Pascual v. Angeles, supra at 609, citing judgments of the supreme court of Spain dated June 16, 1883 and April 21, 1884.

[36] Ganila v. CA, supra at 445.

[37] David v. Cordova, supra at 403.

[38] Arambulo v. Gungab, supra at 651.

[39] Id.

[40] Macasaet v. Macasaet, supra note 16, at 643-644, citing Pada-Kilario v. CA, 379 Phil. 515, 529-530 (2000); Chua v. CA, 361 Phil. 308, 318 (1999); Balucanag v. Francisco, 207 Phil. 433, 438 (1983); Floreza v. de Evangelista, G.R. No. 25462, February 21, 1980, 96 SCRA 130, 136; Quemuel v. Olaes, 111 Phil. 797, 803 (1961); and Alburo v. Villanueva, 7 Phil. 277, 280 (1907).

[41] Id. at 644.

[42] In ruling for private respondent, the CA quoted the RTC Decision finding that petitioner "owns the house he is presently occupying x x x." Rollo, pp. 33, 70, and 77; CA Decision, p. 9; RTC Decision, p. 6; MeTC Decision, p. 5.

[43] See Pleasantville Development Corp. v. CA, 323 Phil. 12, 22 (1996), applying CIVIL CODE, Art. 527.

[44] Rollo, p. 33; CA Decision, p. 9.

[45] Id.

[46] CIVIL CODE, Art. 19.

[47] Rollo, pp. 13-15; Petition for Review, pp. 11-13.

[48] P.C. Javier & Sons, Inc. v. CA, G.R. No. 129552, June 29, 2005, 462 SCRA 36, 47.

[49] CIVIL CODE, Arts. 1278, 1279, and 1290.

[50] See Soriano v. CA, G.R. No. 78975, September 7, 1989, 177 SCRA 330, 336.

[51] Francisco v. IAC, G.R. No. 75909, February 5, 1990, 181 SCRA 730, 737.

[52] Tala Realty Services Corp. v. Banco Filipino Savings and Mortgage Bank, G.R. No. 137533, November 22,

2002, 392 SCRA 506, 533-534, quoting *Huang v. CA*, G.R. No. 108525, September 13, 1994, 236 SCRA 420, 428, and citing IV A. Tolentino, COMMENTARIES AND JURISPRUDENCE ON THE CIVIL CODE OF THE PHILIPPINES 669 (1991) and the CIVIL CODE, Art. 1440.

[53] Rollo, p. 35; CA Decision, p. 11.

[54] See *Nakpil v. IAC*, G.R. No. 74449, August 20, 1993, 225 SCRA 456, 463-464.

[55] *Ong Ching Po v. CA*, G.R. Nos. 113472-73, December 20, 1994, 239 SCRA 341, 347. See also *Salao v. Salao*, 162 Phil. 89, 115-116 (1976) and *De Leon v. Molo-Peckson*, 116 Phil. 1267, 1273-1274 (1962).

[56] *Morales v. CA*, G.R. No. 117228, June 19, 1997, 274 SCRA 282, 300.

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