

MAGDALENA CORUÑA, JORGE CORUÑA, ESTATE OF ALBERTO CORUÑA, ROSITA CORUÑA, ESTATE OF BENJAMIN CORUÑA, JUANITA ELIZALDE, FLORA ACOSTA, LORETO CORUÑA, AND ESTATE OF JOSE CORUÑA, PET...*G.R. NO. 154286. February 28, 2006*

Ponente: CHICO-NAZARIO, J.

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This is a petition for review on certiorari assailing the Decision[4] of the Court of Appeals in CA-G.R. SP No. 59922 dated 14 December 2001, and its Resolution[5] dated 23 May 2002, which denied petitioners' motion for reconsideration thereby affirming the decision[6] of the Department of Agrarian Reform Adjudication Board (DARAB) in DARAB Case No. 4338 and DARAB Case No. 4339 promulgated on 07 June 2000. The DARAB decision, in turn, affirmed in toto the decision[7] of the Provincial Agrarian Reform Adjudication Board (PARAD) of Bacolod City which dismissed petitioners' complaints for lack of merit.

The factual antecedents follow:

Julieta Vasquez Coruña was the owner of Lot No. 1176-A located in Himaya, Hinigaran, Negros Occidental, with an area of 119.3830 hectares and Lot No. 350-B situated in Payao, Binalbagan, Negros Occidental, composed of 25.2513 hectares. When Julieta died intestate on 30 September 1972, these properties passed on to petitioners who were her children, namely: Magdalena, Jorge, Rosita, Loreto, Rosendo, Jose, Benjamin, all surnamed Coruña, Juanita Elizalde, and Flora Acosta. Rosendo died leaving behind as compulsory heirs Marivic Togle, Diana, Cesar, and Anna Coruña. When Jose passed away, he left, as his compulsory heirs Priscilla, Patricia, Ma. Fe, and Jose Ma., all surnamed Coruña, while Benjamin died without issues.

Lot No. 1176-A was tenanted by respondents Saturnino Cinamin, Andres Acana, Rosita Laureano, Rogelio Egang, Dominador Gabiota, and Federico Gabiota. On the other hand, Lot No. 350-B was tenanted by respondents Raul Vanguardia, Romeo Locsin, Gilberto Gualdrapa, Carlito Goroy, Gervacio Sonquiawon, Leopoldo Belo, and Norma Locsin.[8]

On 28 June 1994, petitioners filed before the (PARAD) two separate complaints for cancellation and/or nullification of emancipation patents and/or certificates of land transfers issued in favor of respondents.[9] The first complaint, docketed as PARAD Case No. VI-71-NO-94, was instituted against respondents Cinamin, Acana, Laureano, Engag, Gabiota, Jr., and Gabiota.[10]

In said complaint, petitioners alleged that Lot No. 1176-A was primarily devoted to sugar production and only a small portion thereof or about 9.92 hectares were devoted to rice and corn production. As the entire property was still under the regime of co-ownership, each petitioner was the pro-indiviso owner of only 9,920 square meters which was way below the seven-hectare retention limit mandated by Presidential Decree No. 27.[11] Despite this and the fact that neither respondents Cinamin, Acana, Laureano, Engag, Gabiota, Jr., and Gabiota nor their

predecessors-in-interest were petitioners' tenants, emancipation patents were issued in favor of said respondents. Moreover, petitioners claimed that respondents failed to pay the rentals and amortizations for the lands awarded to them.

In their answer with motion to dismiss,[12] respondents Cinamin, Acana, Laureano, Engag, Gabiota, Jr., and Gabiota insisted that they were tenants of Lot No. 1176-A as they and their predecessors-in-interest were duly paying the landowners' shares on the lands they were farming such that when Pres. Decree No. 27 took effect, the Department of Agrarian Reform (DAR) immediately recognized them as farmer-beneficiaries. They likewise alleged that they were paying their amortizations for the lands granted to them through the Land Bank of the Philippines (LBP) and that aside from this, they had been paying the real property taxes due on the subject lands.

The second case was instituted by petitioners against respondents Vanguardia, Locsin, Gualdrapa, Goroy, Sonquiawon, Belo, and Locsin and this was docketed as PARAD Case No. VI-72-NO-94.[13] In this complaint, petitioners alleged that Lot No. 350-B was primarily devoted to sugar production and only 8.10 hectares thereof, more or less, were used for rice and corn production. Petitioners stated that as Lot 350-B was still owned in common, each petitioner's share in the 8.10 hectares which was supposed to be covered by Pres. Decree No. 27 would be less than the retention limit stated in said statute. Petitioners, therefore, assailed the issuance of emancipation patents to respondents Vanguardia, Locsin, Gualdrapa, Goroy, Sonquiawon, Belo, and Locsin for being violative of the retention limit imposed by Pres. Decree No. 27. The issuance of emancipation patents in this PARAD case was likewise questioned on the grounds that respondents Vanguardia, Locsin, Gualdrapa, Goroy, Sonquiawon, Belo, and Locsin or their predecessors-in-interest were not tenants of Lot 350-B and that they failed to pay for the value of the lands awarded to them prior to the issuance of emancipation patents.

Respondents Vanguardia, Locsin, Gualdrapa, Goroy, Sonquiawon, Belo, and Locsin countered in their answer with motion to dismiss[14] that like the respondents in the other case, they and their predecessors-in-interest, as tenants of Lot 350-B, paid to petitioners the latter's share in their tenancy relationship. They also alleged that when Pres. Decree No. 27 was implemented, they were recognized by no less than the DAR as farmer-beneficiaries. As regards their alleged failure to pay for the value of the portions of Lot 350-B awarded to them, respondents Vanguardia, Locsin, Gualdrapa, Goroy, Sonquiawon, Belo, and Locsin claimed that they had been paying their amortizations through the LBP and that they were the ones paying the real property taxes for the lands awarded to them.

In a decision dated 22 December 1994, the PARAD disposed of the complaints in the following manner:

WHEREFORE, premises considered, decision is hereby rendered dismissing the complaints for utter lack of merit.

For lack of evidence, the counterclaim is denied.[15]

According to the PARAD, petitioners failed to support their claim that respondents were not tenants of the lands subject of this dispute while for their part, respondents were able to prove the existence of tenancy relationship between them and petitioners. According to the PARAD, respondents were identified by the DAR as farmer-beneficiaries of Pres. Decree No. 27 and Letter of Instruction No. 474 and as such, they became owners of the land they tilled when Pres. Decree No. 27 took effect on 21 October 1972.[16] Respondents' status as tenants of Lot Nos. 1176-A and 350-B was also corroborated by receipts evidencing their payments of rentals or landowner's share to petitioners which were signed by petitioner Jorge Coruña and the affidavits executed by respondents to the effect that they were tenants in petitioners' lands.[17] As for respondents' alleged failure to pay rentals, the PARAD ruled in this wise:

Payment of rentals to the landowner is no longer the concern of EP beneficiaries. From the moment the EP is

issued, the obligation of the EP holder is concentrated with the Land Bank of the Philippines for purposes of amortizations of the value of the land. It is in fact prevalent on the date the value of the land is established (Memo Circular No. 6, Series of 1978, *Curso v. Court of Appeals*, G.R. No. L-62985, April 2, 1984). In the instant case, aside from being not the proper party, complainants [petitioners herein] presented no concrete evidence showing that respondents failed to do so. On the contrary, they presented LBP receipts to prove no cause of claim (Annexes "O-15," "R-15," "Y-19," "OO," "OO-1," and "OO-2") against the provisions of IV-B-7 of DAR Administrative Order No. 02, Series of 1994 which makes as a ground for cancellation of registered EP's or (CLOAÑs), the "failure of the ARB's to pay for at least three (3) annual amortizations to the LBP, except in cases of fortuitous events and force majeure." [18]

Anent petitioners' contention that the inclusion of parts of Lot Nos. 1176-A and 350-B within the coverage of Pres. Decree No. 27 undermined their retention limit under said law, the PARAD held that as each complainant already owned around 12.7614 hectares of agricultural land aside from the area covered by Operation Land Transfer, they are no longer entitled to the seven-hectare retention area. The PARAD based this finding on the following provision of DAR Administrative Order No. 4, Series of 1991, which was quoted in its decision:

"x x x An owner of tenanted rice and corn lands may not retain these lands under the following cases:

x x x x

b) By virtue of LOI 474, if he as of 21 October 1976 owned less than 24 hectares of tenanted rice or corn lands but additionally owned the following:

- Other agricultural lands of more than seven hectares, whether tenanted or not, whether cultivated or not, and regardless of income derived therefrom; or x x x [19]

On 14 February 1995, petitioners filed a motion for reconsideration [20] but this was denied by the PARAD.

Petitioners thereafter filed a notice of appeal dated 29 June 1995 [21] before the DARAB which, however, affirmed in toto the decision of the PARAD. [22]

Still undaunted, petitioners then sought relief before the Court of Appeals where their case once again failed to prosper for in its decision dated 14 December 2001, the Court of Appeals denied petitioners' petition for review. Petitioners' motion for reconsideration failed to persuade the Court of Appeals and so it was denied through the Court of Appeals' resolution dated 23 May 2002.

Hence, the present petition where petitioners pray that we reverse and set aside the assailed decision of the Court of Appeals and in lieu thereof a new judgment be rendered declaring as null and void the emancipation patents and/or certificates of land transfer issued by the DAR in favor of respondents. [23]

In their memorandum, the petitioners raise the following issues for our consideration:

THE COURT OF APPEALS COMMITTED REVERSIBLE ERROR IN NOT INVALIDATING THE EMANCIPATION PATENTS AND CERTIFICATES OF LAND TRANSFER AWARDED TO THE RESPONDENTS FOR HAVING BEEN ISSUED PRIOR TO THE FULL PAYMENT OF THE AMORTIZATION REQUIRED UNDER PRESIDENTIAL DECREE NO. 27. [24]

THE COURT OF APPEALS ERRED IN RULING THAT THE PAYMENTS MADE BY THE RESPONDENTS TO THE LAND BANK OF THE PHILIPPINES ARE CREDITED AS VALID AMORTIZATION PAYMENTS AS REQUIRED UNDER PRESIDENTIAL DECREE NO. 27. [25]

Petitioners contend that under both law and jurisprudence, emancipation patents may only be issued to farmer-beneficiaries after they had fully complied with the requirements of Pres. Decree No. 27 including the full payment of amortization. In support of this contention, they cite the first paragraph of Section 2, Pres. Decree No.

266[26] which states:

Sec. 2. After the tenant-farmer shall have fully complied with the requirements for a grant of title under Presidential Decree No. 27, an Emancipation Patent and/or Grant shall be issued by the Department of Agrarian Reform on the basis of a duly approved survey plan.

Petitioners likewise rely on our following pronouncement in the case of *Pagtalunan v. Tamayo*:[27]

x x x However, a careful study of the provisions of Pres. Decree No. 27, and the certificate of land transfer issued to qualified farmers, will reveal that the transfer of ownership over these lands is subject to particular terms and conditions the compliance with which is necessary in order that the grantees can claim the right of absolute ownership over them.

x x x x

And under Pres. Decree No. 266 which specifies the procedure for the registration of title to lands acquired under Pres. Decree No. 27, full compliance by the grantee with the above-mentioned undertakings is required for a grant of title under the Tenant Emancipation Decree and the subsequent issuance of an emancipation patent in favor of the farmer/grantee [Section 2, Pres. Decree No. 266]. x x x.[28]

In this case, petitioners assert that the emancipation patents were issued to respondents on various dates between 1989 and 1990 notwithstanding the fact that they were still paying their amortizations to the LBP beyond said period in clear violation of the provisions of Pres. Decree No. 27 and Pres. Decree No. 266.[29]

Also, petitioners insist that the payments made by respondents to the LBP were invalid considering that Pres. Decree No. 816 requires the direct payment of amortizations to the landowners. According to petitioners, LBP's authority for receiving payments for lands within the coverage of Pres. Decree No. 27 was DAR Memorandum Circular No. 6, Series of 1978. However, this memorandum circular had already been declared invalid by the Court of Appeals in the case of *Gonzales v. Land Bank of the Philippines*[30] as it contravenes Pres. Decree No. 816's requirement of direct payment to the landowners of the value of the lands subjected to Pres. Decree No. 27.[31]

For their part, respondents claim that they have complied with what is required of them under the law. For one, petitioners maintain that they have been paying to the LBP the monthly amortization due on the lands awarded to them and that in fact, some of them had paid the LBP the full amount of their obligations.[32] They also assert that even prior to this, they religiously paid the landowner's share in the portions of the land that they respectively tilled.[33] Respondents likewise point to the initiatory steps taken by the DAR in the implementation of Operation Land Transfer program of Pres. Decree No. 27 particularly the determination of the average gross production data per hectare conducted by the Barangay Committee on Land Production (BCLP).[34] As the BCLP had already done its duty of determining the value of the subject lands, respondents were then authorized to pay for the lands awarded to them to the LBP.[35]

Anent the issue of the validity of the payments to the LBP, respondents direct us to our holding in the case of *Locsin v. Valenzuela*[36] where we declared that "(u)nder PD No. 251, dated July 21, 1973, the Land Bank is tasked to finance the acquisition of farm lots and whenever it pays the whole or a portion of the total cost of the farm lots, it shall be subrogated to the right of the landowner to collect and receive the yearly amortizations or the amount paid including interest thereon, from the tenants-farmers in whose favor the farm lots had been transferred pursuant to PD No. 27." [37]

We find the petition partly meritorious.

As the opening paragraph of Pres. Decree No. 27 explains, said statute was issued in order to address the then

prevailing violent conflict and social tension brought about by the iniquitous landownership by a few. It is within this context that former President Ferdinand Marcos deemed it proper to declare the emancipation of all tenant-farmers effective 21 October 1972. Nevertheless, such emancipation does not come free for the farmers who were supposed to benefit from said decree. Indeed, a reading of the full text of said statute reveals that the transfer of ownership over the lands covered under Pres. Decree No. 27 is still subject to particular terms and conditions which must be complied with by the grantee.[38] As this Court held in the case of *Paris v. Alfeche*[39] where one of the issues raised was the propriety of the issuance of emancipation patents notwithstanding lack of payment of just compensation –

Petitioner, however, claims that she was not paid just compensation and, thus, prays for the cancellation of the Emancipation Patents issued to respondents under PD 27. She contends that "it is illegal for the DAR to take property without full payment of just compensation[;] until full payment is done the title and ownership remain with the landholder."

Petitioner's contention has merit. Section 2 of PD 266 states:

"After the tenant-farmer shall have fully complied with the requirements for a grant of title under Presidential Decree No. 27, an Emancipation Patent and/or Grant shall be issued by the Department of Agrarian Reform on the basis of a duly approved survey plan."

On the other hand, paragraphs 8 and 9 of PD 27 reads as follows:

"For the purpose of determining the cost of the land to be transferred to the tenant-farmer pursuant to this Decree, the value of the land shall be equivalent to two and one-half (2 ½) times the average harvest of three normal crop years immediately preceding the promulgation of this Decree;

"The total cost of the land, including interest at the rate of six (6) per centum per annum, shall be paid by the tenant in fifteen (15) years of fifteen (15) equal annual amortizations[.]"

Although, under the law, tenant farmers are already deemed owners of the land they till, they are still required to pay the cost of the land, including interest, within fifteen years before the title is transferred to them. Thus, the Court held in *Association of Small Landowners in the Philippines v. Secretary of Agrarian Reform*:[40]

"It is true that PD 27 expressly ordered the emancipation of tenant-farmers as of October 21, 1972 and declared that he shall 'be deemed the owner' of a portion of land consisting of a family-sized farm except that 'no title to the land owned by him was to be actually issued to him unless and until he had become a full-fledged member of a duly recognized farmers' cooperative.' It was understood, however, that full payment of the just compensation also had to be made first, conformably to the constitutional requirement."

X X X X

Presidential Decree 27 and subsequently Executive Order (EO) 228, which recognized the rights acquired by tenant-farmers under PD 27, provide in detail the computation to be used in arriving at the exact total cost of the parcels of land. Evidently, therefore, the law recognizes that their exact value, or the just compensation to be given to the landowner, cannot just be assumed; it must be determined with certainty before the land titles are transferred.

Although EO 228 provides that the total lease rentals paid for the lands from October 21, 1972 shall be considered as advance payment, it does not sanction the assumption that such rentals are automatically considered as equivalent to just compensation for the land. The provision significantly designates the lease rentals as advance, not full payment. The determination of the exact value of the lands cannot simply be brushed aside, as it is fundamental to the determination of whether full payment has been made.

In the case at bar, respondents submitted as evidence the accomplished forms of Land Valuation Summary & Farmer's Undertaking of the LBP[41] and the average gross production prepared by the BCLP's in Barangays Hinigaran and Payao, Binalbagan, Negros Occidental.[42] To our mind, however, these documentary evidence, pertaining merely to the valuation of the subject lands, do not meet the requirement of Pres. Decree No. 27 and Pres. Decree No. 266 with respect to the issuance of emancipation patents to respondents. Valuation of the land is only one aspect of the whole process of agrarian reform; full compensation for the value of land is another. As discussed above, the laws mandate the full compensation for the lands acquired under Pres. Decree No. 27 prior to the issuance of emancipation patents. This is understandable particularly since the emancipation patent presupposes that the grantee thereof has already complied with all the requirements prescribed by Pres. Decree No. 27.[43] The issuance of emancipation patent, therefore, conclusively vests upon the farmer/grantee the rights of absolute ownership over the land awarded to him.[44]

While this Court commiserates with respondents in their plight, we are constrained by the explicit requirements of the laws and jurisprudence on the matter to annul the emancipation patents issued to respondents in the absence of any proof that they or the LBP has already fully paid the value of the lands put under the coverage of Pres. Decree No. 27. The requirement is unequivocal in that the values of the lands awarded to respondents must, prior to the issuance of emancipation patents, be paid in full.

Under the rules of evidence, respondents, as debtors, bear the onus of showing with legal certainty that the obligation to petitioners with respect to the value of the lands awarded to them has been discharged by payment.[45] Sadly for respondents, they failed to dispose of this burden as the records of this case is bereft of any evidence, such as certifications from the proper government authorities, which would satisfactorily establish that the requisite full payment to petitioners has been complied with. The cancellation of the emancipation patents subject of this case, perforce, follows. *Dura lex sed lex*.

Despite the cancellation of emancipation patents in this case, respondents, however, should remain in possession of the disputed lands. Section 22 of Republic Act No. 6657,[46] which we have ruled to apply to lands rice and corn lands under Pres. Decree No. 27,[47] clearly provides that "actual tenant-tillers in the landholding shall not be ejected or removed therefrom." [48] Thus, while actual titles remain with petitioners, respondents are entitled to maintain possession of the lands granted to them.

We cannot, however, agree in the petitioners' contention that the amortization payments made by respondents to the LBP were invalid. Petitioners' reliance in the holding of the Court of Appeals in *Gonzales v. Land Bank of the Philippines*[49] is unavailing. As this Court held in *Curso v. Court of Appeals*,[50] there is neither inconsistency nor incompatibility between Pres. Decree No. 816 and DAR's Memorandum Circular No. 6, Series of 1978, thus:

2. The CAR was of the opinion that as between P.D. 816 and the MAR Circular, it is the former that should prevail. Actually, we find no inconsistency nor incompatibility between them. Of significance are the two "whereas" clauses of P.D. 816 quoted hereunder:

"WHEREAS, in the meanwhile that the implementing rules and regulations of Presidential Decree No. 27 have not yet been issued completely, the status quo shall be maintained between the parties, that is, the landowner shall continue to pay the land taxes thereon if the said landholdings is not yet covered by Certificate of Land Transfer, while on the other hand the tenant-farmer who is now called agricultural lessee shall continue to pay the rental to the landowner whether or not his landholding planted to rice and corn is already covered by Certificate of Land Transfer;

"WHEREAS, such payment of rental shall continue until and after the valuation of the property shall have been determined or agreed upon between the landowner and the Department of Agrarian Reform which, in turn, will become the basis for computing the amortization payment to be made by the agricultural lessee in 15

years with 6% interest per annum under Presidential Decree No. 27." (Italics supplied)

Clearly, under P.D. No. 816, rentals are to be paid to the landowner by the agricultural lessee until and after the valuation of the property shall have been determined.

In the same vein, the MAR Circular provides:

"Payment of lease rentals to landowners covered by OLT shall terminate on the date the value of the land is established. Thereafter, the tenant-farmers shall pay their lease rentals/amortizations to the LBP or its authorized agents x x x"

and

"The value of the land is established on the date the Secretary (now Minister) or his authorized representative has finally approved the average gross production data established by the Barangay Committee on Land Production (BCLP) or upon the signing of the LTPA by landowners and tenant-farmers concerned heretofore authorized."

In other words, the MAR Circular merely provides guidelines in the payment of lease rentals/amortizations in implementation of P.D. 816. Under both P.D. 816 and the MAR Circular, payment of lease rentals shall terminate on the date the value of the land is established. Thereafter, the tenant-farmers shall pay amortizations to the Land Bank (LBP). The rentals previously paid are to be credited as partial payment of the land transferred to tenant-farmers.

This was our similar holding in the case of *Sigre v. Court of Appeals*[51] where we declared that there is no "irreconcilable conflict" between P.D. No. 816 and the DAR Memorandum Circular No. 6.

In the present case, the value of the land located in Barangay Himaya was determined on 17 June 1988 by the BCLP[52] while that of the land situated in Barangay Payao was ascertained on 20 December 1977.[53] Notably, these values were subsequently adopted by the LBP.[54] As the valuation of the subject lands was already accomplished, respondents were then authorized to course their payment through the LBP pursuant to Pres. Decree No. 816 and DAR Memorandum Circular No. 6.

WHEREFORE, premises considered, the present petition is **PARTIALLY GRANTED** and the Decision dated 14 December 2001 is hereby **MODIFIED** by declaring that the emancipation patents issued to respondents are null and void. No costs.

SO ORDERED.

Panganiban, C.J., (Chairperson), Ynares-Santiago, Austria-Martinez and Callejo, Sr., JJ., concur.

[1] Spelled as Senanin in the Answer with Motion to Dismiss; Records, p. 9.

[2] Spelled as Egang in the Answer with Motion to Dismiss; Id., p. 9.

[3] Spelled as Gilberto Gualdrapa in his Affidavit; Id., p. 119.

[4] Penned by Associate Justice Marina L. Buzon with Associate Justices Buenaventura J. Guerrero and Alicia L. Santos, concurring; Rollo, pp. 21-28.

[5] Rollo, pp. 29-30.

[6] Id., pp. 37-48.

[7] Id., pp. 31-36.

[8] Records, p. 43.

[9] Per the decision of the DARAB, the emancipation patents were issued to respondents in the following manner:

- Lot 1176-A

- Gorgonia Acana, predecessor-in-interest of Respondent-appellee Andres Acana, EP No. 5065 covering an area of seven hundred seventy-six (776) square meters was issued on November 29, 1989;

- Saturnino Cinamin, EP No. 5344 was issued on April 26, 1990 covering an area of 509 square meters;

- Dominador Gabrieta, predecessor-in-interest of Rogelio Egang, Dominador Gabiota, Jr., and Federico Gabiota, covering an area of two point sixty-three (2.63) [hectares];

- Gorgonia Acana, predecessor-in-interest of Andres Acana was awarded an area covering point four ninety-four (.94) (sic) hectare[;] and

- Basilio Cinamin, predecessor-in-interest of Saturnino Cinamin was granted a portion of land covering an area of two point six (2.6) [hectares] and Rosita Laureano.

- Lot 350-B

- Aurora Goroy, predecessor-in-interest of respondent Goroy, 2.5552 hectares;

- Raul Vanguardia;

- Roberto Gualdrapa, 9.7700 hectares;

- Carlito Goroy, 6301 (sic) hectares;

- Cornelio Locsin, predecessor-in-interest of Norma Locsin, 1.3626 hectares;

- Leopoldo Belo, .11634 (hectare). (Rollo, pp. 39-40).

[10] Records, pp. 1-5.

[11] Decreeing the Emancipation of Tenant from the Bondage of the Soil, Transferring to Them the Ownership of the Land They Till and Providing the Instruments and Mechanism Therefor; issued on 21 October 1972.

[12] Records, pp. 7-10.

[13] Id., pp. 1-5.

[14] Id., pp. 9-11.

[15] Rollo, p. 36.

[16] Citing Locsin v. Valenzuela, G.R. Nos. 51333 & 52289, 19 February 1991, 194 SCRA 194, 203.

[17] Records, p. 151-A.

[18] Rollo, pp. 35-36.

[19] Id., p. 36.

[20] Records, pp. 154-165.

[21] Id., pp. 187-188.

[22] Decision dated 07 June 2000; Id., pp. 224-235.

- [23] Rollo, p. 244.
- [24] Id., p. 239.
- [25] Id., p. 242.
- [26] Providing for the Mechanics of Registration of Ownership and/or Title to Land Under Presidential Decree No. 27.
- [27] G.R. No. 54281, 19 March 1990, 183 SCRA 252, 258-259.
- [28] Id. at 258-259.
- [29] Rollo, pp. 240-241.
- [30] CA-G.R. SP No. 28906, 22 March 1993; Id., pp. 83-96.
- [31] Rollo, pp. 242-243.
- [32] Id., p. 150.
- [33] Id., p. 121.
- [34] Id., p. 197.
- [35] Id., p. 124, citing *Curso v. Court of Appeals*, 213 Phil. 506, 515 (1984).
- [36] Supra note 16, p. 203.
- [37] Rollo, p. 198.
- [38] Id., p. 258.
- [39] 416 Phil. 473, 486-488 (2001).
- [40] G.R. Nos. 78742, 79310, 79744, and 79777, 14 July 1989, 175 SCRA 343, 390.
- [41] Comment to the Appeal Memorandum, Annexes "A," "B," "C," "D," and "E"; Records, pp. 203-207.
- [42] Comment to the Appeal Memorandum, Annexes "F" and "G"; Id., pp. 201-202.
- [43] *Martillano v. Court of Appeals*, G.R. No. 148277, 29 June 2004, 433 SCRA 195, 204.
- [44] Id.
- [45] *Jimenez v. National Labor Relations Commission, et al.*, 326 Phil. 89, 95 (1996).
- [46] The Comprehensive Agrarian Reform Law of 1988.
- [47] *Land Bank of the Philippines v. Court of Appeals*, 378 Phil. 1248, 1260 (1999).
- [48] Cited in *Paris v. Alfeche*, supra note 39, p. 489.
- [49] Supra note 30.
- [50] Supra note 35, pp. 513-514.
- [51] 435 Phil. 711, 720-721 (2002).
- [52] Records, p. 201.

[53] Id., p. 202.

[54]Id., pp. 203-207.

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