

**HEIRS OF TIMOTEO MORENO AND MARIA ROTEA, NAMELY,
ESPERANZA R. EDJEC, BERNARDA R. SUELA, RUBY C. ROTEA,
BERNARDA R. ROTEA, ELIA R. VDA. DE LIMBAGA, VIRGINIA R.
ARBON, ROSALINDA R...**

G.R. NO. 156273. August 09, 2005

Ponente: CALLEJO, SR., J.

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CALLEJO, SR., J.:

This is a Motion for Reconsideration dated November 10, 2003 filed by respondent Mactan-Cebu International Airport Authority (MCIAA), through the Office of the Solicitor General (OSG), seeking the reversal of the Decision[1] dated October 15, 2003,[2] the dispositive portion of which reads:

WHEREFORE, the instant Petition for Review is GRANTED. The Decision of the Court of Appeals in CA-G.R. CV No. 64456 dated 20 December 2001 and its Resolution of 28 November 2002, denying reconsideration of the Decision are REVERSED and SET ASIDE.

The Decision of RTC-Br. 19 of Cebu City dated 12 April 1999 in Civil Case No. CEB 20015 is MODIFIED IN PART by -

(a) ORDERING respondent Mactan-Cebu International Airport Authority (MCIAA) TO RECONVEY to petitioner Heirs of Timoteo Moreno and Maria Rotea, namely: Esperanza R. Edjec, Bernarda R. Suela, Ruby C. Rotea, Bernarda R. Rotea, Elia R. Vda. de Limbaga, Virginia R. Arbon, Rosalinda R. Arquisola, Corazon Rotea, Fe R. Eborra, Caridad Rotea, Angeles Vda. de Renacia, Jorge Rotea, Maria Luisa Rotea-Villegas, Alfredo R. Rotea, represented by his heirs, namely: Lizbeth Rotea and Elepeth Rotea; Luis Rotea, represented by his heir Jennifer Rotea; and Rolando R. Rotea, represented by his heir Rolando R. Rotea, Jr., Lot No. 916 with an area of 2,355 square meters and Lot No. 920 consisting of 3,097 square meters in Lahug, Cebu City, with all the improvements thereon evolving through nature or time, but excluding those that were introduced by third parties, i.e., DPWH, which shall be governed by existing contracts and relevant provisions of law;

(b) ORDERING petitioner Heirs of Timoteo Moreno and Maria Rotea TO PAY respondent MCIAA what the former received as just compensation for the expropriation of Lot Nos. 916 and 920 in Civil Case No. R-1881, i.e., P7,065.00 for Lot No. 916 and P9,291.00 for Lot No. 920 with consequential damages by way of legal interest from 16 November 1947. Petitioners must likewise PAY respondent MCIAA the necessary expenses that the latter may have incurred in sustaining the properties and the monetary value of its services in managing the properties to the extent that petitioners will secure a benefit from such acts. Respondent MCIAA however may keep whatever income or fruits it may have obtained from the parcels of land, in the same way that petitioners need not account for the interests that the amounts they received as just compensation may have earned in the meantime;

(c) ORDERING respondent MCIAA TO CONVEY to petitioners the improvements it may have built on Lot Nos. 916 and 920, if any, in which case petitioners SHALL PAY for these improvements at the prevailing free market price, otherwise, if petitioners do not want to appropriate such improvements, or if respondent does not

choose to sell them, respondent MCIAA SHALL REMOVE these improvements WITHOUT ANY OBLIGATION on the part of petitioners to pay any compensation to respondent MCIAA from them;

(d) ORDERING petitioners TO PAY the amount so determined under letter (b) of this dispositive portion as consideration for the reconveyance of Lot Nos. 916 and 920, as well as the prevailing free market price of the improvements built thereon by respondent MCIAA, if any and desired to be bought and sold by the parties, in ready money or cash PAYABLE within a period of three hundred sixty-five (365) days from the date that the amount under letter (b) above is determined with finality, unless the parties herein stipulate a different scheme or schedule of payment, otherwise, after the period of three hundred sixty-five (365) days or the lapse of the compromise scheme or schedule of payment and the amount so payable is not settled, the right of repurchase of petitioners and the obligation of respondent MCIAA to so reconvey Lot Nos. 916 and 920 and/or the improvements shall be DEEMED FORFEITED and the ownership of those parcels of land shall VEST ABSOLUTELY upon the respondent MCIAA;

(e) REMANDING the instant case to RTC-Br. 19 of Cebu City for purposes of determining the amount of compensation for Lot Nos. 916 and 920 to be paid by petitioners as mandated in letter (b) hereof, and the value of the prevailing free market price of the improvements built thereon by respondent MCIAA, if any and desired to be bought and sold by the parties, and in general, securing the immediate execution of this Decision under the premises;

(f) ORDERING petitioners to respect the right of the Department of Public Works and Highways to its lease contract until the expiration of the lease period; and

(g) DELETING the award of P60,000.00 for attorney's fees and P15,000.00 for litigation expenses against respondent MCIAA and in favor of petitioners.

This Decision is without prejudice to the claim of intervenor one Richard E. Enchuan on his allegation that he acquired through deeds of assignment the rights of some of herein petitioners over Lot Nos. 916 and 920.

No costs.

SO ORDERED.[3]

A review of the factual milieu of the case reveals that in 1949, the National Airport Corporation (NAC), as the predecessor of herein respondent MCIAA, sought to acquire Lot No. 916, having a total area of 2,355 square meters under Transfer Certificate of Title (TCT) No. RT-7543 (106) T-13694, and Lot No. 920 containing an area of 3,097 square meters covered by TCT No. RT-7544 (107) T-13695 for the proposed expansion of the Lahug Airport. The two parcels of land located in Lahug, Cebu City were owned by the spouses Timoteo Moreno and Maria Rotea.[4] The spouses refused to sell their properties because the proposed price was unacceptably way below the market value of the lands at that time. As an incentive for the other owners to cede their lots adjoining the then existing Lahug Airport, NAC guaranteed them or their successors-in-interest the right to repurchase their properties for the same price paid by the government in the event that these properties were no longer used for purposes of the airport.[5] Some landowners executed deeds of conveyance while others who refused to cede their properties became defendants in an action for expropriation filed by the Republic of the Philippines before the Court of First Instance (CFI) of Cebu, docketed as Civil Case No. R-1881.[6] Lot Nos. 916 and 920 were among those included in the expropriation case.

In a Decision[7] rendered by the trial court on December 29, 1961, Lot Nos. 916 and 920, along with the other adjoining lands, were condemned for public use after payment of just compensation.[8] The trial court fixed the price at P3.00 per square meter for the two lots and ordered the payment thereof to the owners in the sum of P7,065.00 for Lot No. 916 and P9,291.00 for Lot No. 920, with payment of consequential damages by way of legal interest from November 16, 1947.[9] Thereafter, the subject lands were transferred in the name of the

Republic of the Philippines under TCT No. 58691[10] for Lot No. 916 and TCT No. 58692[11] for Lot No. 920 and subsequently turned over to MCIAA under Republic Act (Rep. Act) No. 6958 in 1990.[12]

Subsequently, the Lahug Airport was abandoned and all its functions and operations were transferred to the Mactan Airport. In two various letters sent on different dates, the heirs of Timoteo Moreno and Maria Rotea, the petitioners herein, wrote then President Fidel V. Ramos[13] and the MCIAA General Manager,[14] requesting for the exercise of their supposed right to repurchase Lot Nos. 916 and 920 considering that the said lots intended for the expansion of the Lahug Airport were not utilized. Their written and verbal demands were ignored by the respondent.

Consequently, the petitioners filed a complaint for reconveyance and damages with the Regional Trial Court of Cebu City docketed as Civil Case No. CEB-20015, against the respondent asserting their right to reacquire the subject properties. In the complaint, the petitioners claimed that assurances were given by the NAC officials regarding the entitlement of the landowners to repurchase their properties for the same price paid by NAC in the event that the lots were no longer used for airport purposes.[15] The petitioners further added that the guaranty of right to repurchase was the propelling factor that persuaded the registered owners to continue with the expropriation proceedings. The same reason was given by the petitioners for not opposing and appealing the case later on.[16]

During the pendency of the case, one Richard E. Unchuan filed a Motion for Transfer of Interest,[17] alleging that some of the petitioners had already assigned to him their respective rights, interests, participation, and ownership over the subject properties. Thereafter, the Department of Public Works and Highways (DPWH), likewise, sought to intervene alleging that it is the lessee of Lot No. 920 and would be adversely affected by the outcome of the litigation.[18]

At the start of the trial, the petitioners presented two witnesses to support their allegations in the complaint. The first witness was Esperanza Rotea Edjec, who testified that when she was just 22 years old, the airport authority representatives called for a meeting with the landowners affected by the expropriation. The witness was present during the gathering and attested that the registered owners of the lots were assured of the return of the expropriated lands should the same be no longer utilized as an airport.[19]

The next witness was Asterio Uy, a retired government employee of the Civil Aeronautics Administration (CAA), who attested that in 1957, he was sent as part of the legal team to Mactan, Cebu City, tasked to acquire certain lots for the extension of the Lahug Airport. He added that when the negotiations broke down, the legal contingent resorted to expropriation proceedings. Upon instructions from the central office of CAA in Manila, Atty. Ocampo, the head of the legal corps which undertook the procurement of the subject lands, gave the assurance to the landowners that if the airport is transferred to Mactan, the lots will be returned to their previous owners.[20]

The respondent, on the other hand, presented on the witness stand Michael M. Bacarisas, a legal assistant of the MCIAA. The witness testified that as a consequence of the expropriation proceedings, the TCTs of Lot Nos. 916 and 920 were cancelled and in lieu thereof, new ones were issued in the name of the Republic of the Philippines in 1962. He pronounced that the decision in Civil Case No. R-1881 did not expressly impart that the landowners were guaranteed the reconveyance of the lots to them if the lands expropriated would not be used for the purpose. On cross-examination, the witness admitted that he had no personal knowledge of any agreement between the airport officials and the previous registered owners of the disputed properties. His research likewise revealed that a total of 65 lots were expropriated by the government; 19 lots were the subject of court litigations concerning their reconveyance; and that out of the 19 lots, 15 lots were already returned to their former owners. Moreover, Bacarisas alleged that some of the expropriated lots were recovered by their previous landowners because they

were acquired through negotiated sale wherein the standard contract had an express provision that should the proposed expansion of the Lahug Airport not materialize, the landowners may recover their properties.[21]

On April 12, 1999, the trial court rendered judgment[22] in favor of the petitioners, granting them the right to repurchase the properties at the amount originally paid by the respondent in Civil Case No. R-1881, including consequential damages. The trial court ruled that the public purpose for which the lands were expropriated had ceased to exist, therefore, it is but logical and in the higher interest of substantial justice to give back the right of ownership of the subject lots to the former owners.

Aggrieved, the respondent appealed the decision to the Court of Appeals (CA). On December 20, 2001, the CA reversed the trial court's decision on the premise that the judgment affirming the state's right to exercise its power of eminent domain was unconditional. In maintaining a contrary view, the CA cited *Fery v. Municipality of Cabanatuan*,[23] which held that when a land has been acquired for public use unconditionally and in fee simple, the previous owner retains no right in the land and the title obtained will not, in any way, be impaired. Another case relied upon by the appellate court was *Mactan-Cebu International Airport Authority v. Court of Appeals*[24] which is allegedly *stare decisis* to the case to prevent the exercise of the right of repurchase as the former dealt with a parcel of land similarly expropriated under Civil Case No. R-1881; hence, the same questions relating to the same event have already been previously litigated and decided by a competent court.

On February 11, 2002, the petitioners filed a motion for reconsideration before the CA, which was denied in a Resolution dated November 28, 2002.

Expectedly, the petitioners filed before this Court a petition for review of the decision of the CA.

In reversing the decision of the CA, the Court ratiocinated that the attendance in the case at bar of standing admissible evidence validating the claim of the petitioners' right to repurchase the expropriated properties took away the instant case from the ambit of *Mactan-Cebu International Airport Authority v. Court of Appeals*, but still within the principles enunciated in the *Fery* case.[25] This Court moreover added:

Mactan-Cebu International Airport Authority is correct in stating that one would not find an express statement in the Decision in Civil Case No. R-1881 to the effect that "the [condemned] lot would return to [the landowner] or that [the landowner] had a right to repurchase the same if the purpose for which it was expropriated is ended or abandoned or if the property was to be used other than as the Lahug Airport." This omission notwithstanding, and while the inclusion of this pronouncement in the judgment of condemnation would have been ideal, such precision is not absolutely necessary nor is it fatal to the cause of petitioners herein. No doubt, the return or repurchase of the condemned properties of petitioners could be readily justified as the manifest legal effect or consequence of the trial court's underlying presumption that "Lahug Airport will continue to be in operation" when it granted the complaint for eminent domain and the airport discontinued its activities.

The predicament of petitioners involves a constructive trust, one that is akin to the implied trust referred to in Art. 1454 of the Civil Code, "If an absolute conveyance of property is made in order to secure the performance of an obligation of the grantor toward the grantee, a trust by virtue of law is established. If the fulfillment of the obligation is offered by the grantor when it becomes due, he may demand the reconveyance of the property to him." In the case at bar, petitioners conveyed Lot Nos. 916 and 920 to the government with the latter obliging itself to use the realties for the expansion of Lahug Airport; failing to keep its bargain, the government can be compelled by petitioners to reconvey the parcels of land to them, otherwise, petitioners would be denied the use of their properties upon a state of affairs that was not conceived nor contemplated when the expropriation was authorized.[26]

Respondent MCIAA filed a Motion for Reconsideration[27] dated November 10, 2003 praying that the Court's

decision be reconsidered and set aside. In the said motion, the respondent reiterated its earlier claim that: (a) the decision of the trial court in Civil Case No. R-1881, which granted to MCIAA the titles to Lot Nos. 916 and 920 in fee simple, has long become final and executory; (b) this Court's October 15, 2003 Decision, granting the petitioners' right of repurchase, effectively overturns the rulings in *Fery v. Municipality of Cabanatuan*,^[28] *MCIAA v. Court of Appeals*,^[29] and *Reyes v. National Housing Authority*;^[30] (c) the petitioners are not entitled to reconveyance or repurchase of the questioned lots after the closure of the Lahug Airport; (d) Lot Nos. 916 and 920, which were expropriated in Civil Case No. R-1881, should not be treated like those lots sold through negotiated sale with a stipulation for reconveyance or repurchase; and (e) granting *arguendo* that petitioners have a right to repurchase Lot Nos. 916 and 920, the repurchase price should be the fair market value of the lands.

Additionally, MCIAA filed a Motion to Resolve the Motion for Reconsideration by the Honorable Court En Banc dated November 11, 2003, alleging that the present case involves novel questions of law.

On November 20, 2003, the petitioners filed an Opposition to the respondent's Motion for Reconsideration stating that no new arguments have been proffered by the respondent to warrant the reversal of the Court's decision.

We remain unpersuaded by the respondent's assertions. The merits of the case have already been discussed at length in the challenged decision and to linger further on them herein would be inordinate. Suffice it to say that the Court considered the rulings in *Fery v. Municipality of Cabanatuan* and *Mactan-Cebu International Airport Authority v. Court of Appeals* which defined the rights and obligations of landowners, whose properties were expropriated, "when the public purpose for which the eminent domain was exercised no longer subsists."^[31]

The respondent insists that the decision effectively overturned the ruling in the *Fery* case which requires that for an expropriation to be conditional, the judgment must clearly spell out said condition. The respondent is mistaken. We reiterate what we stated in our decision, to wit:

... In *Fery*, which was cited in the recent case of *Reyes v. National Housing Authority*, we declared that the government acquires only such rights in expropriated parcels of land as may be allowed by the character of its title over the properties -

If x x x land is expropriated for a particular purpose, with the condition that when that purpose is ended or abandoned the property shall return to its former owner, then, of course, when the purpose is terminated or abandoned the former owner reacquires the property so expropriated. If x x x land is expropriated for a public street and the expropriation is granted upon condition that the city can only use it for a public street, it returns to the former owner, unless there is some statutory provision to the contrary x x x x If, upon the contrary, however, the decree of expropriation gives to the entity a fee simple title, then, of course, the land becomes the absolute property of the expropriator, whether it be the State, a province, or municipality, and in that case the non-user does not have the effect of defeating the title acquired by the expropriation proceedings x x x x When land has been acquired for public use in fee simple, unconditionally, either by the exercise of eminent domain or by purchase, the former owner retains no rights in the land, and the public use may be abandoned, or the land may be devoted to a different use, without any impairment of the estate or title acquired, or any reversion to the former owner x x x x^[32]

It must be pointed out that nothing in the *Fery* case bespeaks that there should foremost be an express condition in the dispositive portion of the decision before the condemned property can be returned to its former owner after the purpose for its taking has been abandoned or ended. The indisputable certainty in the present case is that there was a prior promise by the predecessor of the respondent that the expropriated properties may be recovered by the former owners once the airport is transferred to Mactan, Cebu. In fact, the witness for the respondent testified that 15 lots were already reconveyed to their previous owners. Intervenor DPWH, likewise, manifested that Lot No. 920 is the subject of a memorandum of agreement^[33] with the respondent's predecessor-in-interest wherein the property was leased to DPWH. This belated news further bolsters the fact that the purpose for which the

properties were condemned has been abandoned.

A more pressing discovery unearthed by this Court is that a significant portion of the subject properties had been purchased by the Cebu Property Ventures, Inc. for the development of a commercial complex.[34] The respondent, in its answer, did not deny this allegation in the petitioners' complaint. Section 10, Rule 8 of the Revised Rules of Court provides:

Specific denial. - A defendant must specify each material allegation of fact the truth of which he does not admit and, whenever practicable, shall set forth the substance of the matters upon which he relies to support his denial. Where a defendant desires to deny only a part of an averment, he shall specify so much of it as is true and material and shall deny only the remainder. Where a defendant is without knowledge or information sufficient to form a belief as to the truth of a material averment made in the complaint, he shall so state, and this shall have the effect of a denial.

Section 11 of the same Rule likewise states that "[m]aterial averment in the complaint, ... shall be deemed admitted when not specifically denied." The predominant precept is that upon abandonment of real property condemned for public purpose, the party who originally condemned the property recovers control of the land if the condemning party continues to use the property for public purpose; however, if the condemning authority ceases to use the property for a public purpose, property reverts to the owner in fee simple.[35] The government's taking of private property, and then transferring it to private persons under the guise of public use or purpose is the despotism found in the immense power of eminent domain.[36] Moreover, the direct and unconstitutional state's power to oblige a landowner to renounce his productive and invaluable possession to another citizen, who will use it predominantly for his own private gain, is offensive to our laws.[37]

Next, the respondent asseverates that the Court departed from the ruling enunciated in *Mactan-Cebu International Airport Authority v. Court of Appeals*. We are not convinced. Clearly, the respondent's contention can prevail only if the facts of the present case are accurately in point with those in the other case. We recapitulate our rulings that in *MCIAA v. CA*, respondent Virginia Chiongbian proffered "inadmissible and inconclusive evidence, while in the present case we have preponderant proof as found by the trial court of the existence of the right of repurchase in favor of the petitioners." No less than Asterio Uy, one of the members of the CAA Mactan Legal Team, which interceded for the acquisition of the lots for the Lahug Airport's expansion, affirmed that persistent assurances were given to the landowners to the effect that as soon as the Lahug Airport is abandoned or transferred to Mactan, the lot owners would be able to reacquire their properties. Unlike in the case of *MCIAA v. CA*, where respondent Chiongbian offered inadmissible evidence for being hearsay in nature, the petitioners in this case presented a witness whose testimony was based on his own personal knowledge. Surely, Uy is a credible witness inasmuch as he was even tasked by the negotiating panel to directly communicate to the landowners the instructions from the CAA main office that the properties will be returned to the original owners once the Lahug Airport is transferred to Mactan. Likewise, he cannot be considered as a biased witness as he was a former employee of the respondent's predecessor-in-interest and was merely recalling and informing the court of the events that transpired during the negotiations for the expropriations of the lots. Part of Uy's testimony is as follows:

Atty. Jacinto

Q:

Lahug Airport. In what capacity or what position were you holding at the time when you were assigned to Cebu for the purpose of conducting negotiations with the landowners?

Witness

A:

I was a member of the CAA Legal Team.

Q:

I see, CAA Legal Team. Can you tell the court who were the members, if you still remember, of that team?

A:

I will mention Atty. Ocampo, Atty. Lansang, Atty. Sarigumba and myself.

Q:

You stated that you were sent to Cebu as a member of the CAA Legal Team to negotiate with the landowners for the acquisition of lots for purposes, for airport purposes, you are referring of course to the acquisition of lot in Mactan?

A:

Yes, sir.

...

Q:

Now what was the purpose of your negotiations also in Lahug, what was the purpose of those negotiations?

A:

The purpose there was to purchase or buy the property affected by the Lahug extension.

Q:

When you say affected, did you have any specific instructions as to what Lahug airport would be devoted to? I will reform Your Honor. Since Lahug airport was already in existence, why did you still have to negotiate with the adjacent landowners?

A:

For the Lahug airport expansion.

Q:

Now, how did you conduct the negotiations, in what manner?

A:

We convinced the landowners affected by the expansion to sell their properties and if they refuse, there is another right of eminent domain of the government to acquire the properties through expropriation. And with the assurance that these properties, I am referring to the properties in Lahug, as soon as Lahug airport will be transferred to Mactan, that will be the time that these properties will be returned to the landowners at the same price.

Q:

Why do you say that there was an assurance given, how did you come to know about this?

A:

The assurance was from the Chief of the team, Atty. Ocampo, through him and accordingly per instruction from the Central Office in Manila.

Q:

As a member of the legal team, did you gave [sic] the assurance to the landowners or was it Atty. Ocampo?

A:

We, because I was made as the spokesman considering that I am a Boholano who knows the dialect, Cebuano, and my companions were Tagalogs, they don't know Cebuano so I participated in the negotiations.

Q:

In short, you were the one who conducted the negotiations?

A:

Together with the members of the team, I was there assisting.[38]

Moreover, we do not subscribe to the respondent's contention that since the possibility of the Lahug Airport's closure was actually considered by the trial court, a stipulation on reversion or repurchase was so material that it should not have been discounted by the court a quo in its decision in Civil Case No. R-1881, if, in fact, there was one. We find it proper to cite, once more, this Court's ruling that the fallo of the decision in Civil Case No. R-1881 must be read in reference to the other portions of the decision in which it forms a part. A reading of the Court's judgment must not be confined to the dispositive portion alone; rather, it should be meaningfully construed in unanimity with the ratio decidendi thereof to grasp the true intent and meaning of a decision.[39]

On the other hand, we agree with the respondent in asserting that Lot Nos. 916 and 920 should not be treated like those lands acquired through negotiated sale with a proviso in their contracts for reconveyance or repurchase. Be that as it may, we however find that there is historic as well as rational bases for affording the petitioners the right of repurchase. We are cognizant of the incontestable fact that some landowners immediately sold their properties upon the assurance that they could repurchase them at the cessation of the Lahug Airport's operations. And, indeed, these landowners who chose to cede their properties were fortunate to have a stipulation in their contract of sale vouching for their right of repurchase. Meanwhile, the landowners who found it burdensomely difficult to part with their cherished lands underwent the costly expropriation proceedings which lasted for a number of years. Inevitably, justice and equity dictates the reconveyance of the expropriated lots to their previous owners. One must never fail to overlook the reality that the power to condemn property is an awesome power of the State[40] and that to compel a citizen to forcibly surrender his precious property to the enormous governmental power is too much a sacrifice which deserves more consideration than those landowners, who, from the very beginning voluntarily relinquished their ownership.

We now come to the discussion of the amount of repurchase price. The respondent maintains that the sum to be paid by the petitioners for Lot Nos. 916 and 920 should be their prevailing market price, and not the expropriation price which would be grossly unfair considering that the petitioners were paid just compensation and the lots are now millions of pesos in value. Our stand on the amount of repurchase price remains unperturbed. When the State

reconveys land, it should not profit from sudden appreciations in land values. Any increase or decrease in market value due to the proposed improvement may not be considered in determining the market value. Thus, reconveyance to the original owner shall be for whatever amount he was paid by the government, plus legal interest, whether or not the consideration was based on the land's highest and best use when the sale to the State occurred.[41]

WHEREFORE, the motion for reconsideration is DENIED.

SO ORDERED.

Quisumbing, (Chairman), Austria-Martinez, and Tinga, JJ., concur.
Corona, J., on official leave.

[1] Penned by Associate Justice Josue N. Bellosillo (retired), with Associate Justices Leonardo A. Quisumbing, Ma. Alicia Austria-Martinez, Romeo J. Callejo, Sr. and Dante O. Tinga, concurring.

[2] G.R. No. 156273, 15 October 2003, 413 SCRA 502.

[3] Rollo, pp. 260-263.

[4] Rollo, pp. 75-78.

[5] Id. at 67-68.

[6] Id. at 84.

[7] Penned by Judge Mateo Canonoy.

[8] Rollo, p. 244.

[9] Id. at 104-108.

[10] Id. at 79.

[11] Id. at 81.

[12] Id. at 244.

[13] Id. at 82.

[14] Id. at 83.

[15] Rollo, p. 68.

[16] Id. at 120.

[17] Id. at 123.

[18] Id. at 138-139.

[19] Rollo, p. 151.

[20] Id. at 152.

[21] Rollo, p. 153.

[22] Penned by Judge Ramon G. Codilla, Jr.

[23] 42 Phil 28 (1921).

[24] G.R. No. 139495, 27 November 2000, 346 SCRA 126.

[25] Rollo, p. 252.

[26] Heirs of Timoteo Moreno and Maria Rotea v. Mactan-Cebu International Airport Authority, G.R. No. 156273, 15 October 2003, 413 SCRA 502.

[27] Rollo, pp. 265-284.

[28] Supra.

[29] Supra.

[30] G.R. No. 147511, 20 January 2003, 395 SCRA 494.

[31] Rollo, p. 248. (Emphasis supplied)

[32] Rollo, pp. 248-249.

[33] Rollo, pp. 145-146.

[34] See Complaint, Id. at 71.

[35] City of Louisville v. Louisville Scrap Material Company, 932 S.W.2d 352 (1996).

[36] Decker v. City of Somerset, 838 S.W.2d 417 (1992).

[37] City of Owensboro v. McCormick, 581 S.W.2d 3, 5 (1979).

[38] TSN, 21 January 1998, pp. 14-18. (Emphasis supplied.)

[39] Republic v. De Los Angeles, G.R. No. L-26112, 4 October 1971, 41 SCRA 422.

[40] Mary A. Miles v. C. Leslie Dawson, 830 S.W.2d 368 (1992).

[41] See First American National Bank v. State of Minnesota, 322 N.W.3d 344 (1982).

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