

NAPOLEON MAGNO, PETITIONER, VS. GONZALO FRANCISCO AND REGINA VDA. DE LAZARO, RESPONDENTS.

G.R. No. 168959. March 25, 2010

Ponente: CARPIO, ACTING CJ.

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CARPIO, ACTING CJ.:

The Case

Napoleon Magno (petitioner) filed this Petition for Review[1] to reverse the Court of Appeals' (CA) Decision[2] dated 4 July 2005 in CA-G.R. SP No. 84467. In the assailed decision, the CA set aside the Department of Agrarian Reform Adjudication Board's (DARAB) Decision dated 8 January 2004 and reinstated the Decision dated 22 December 1993 of the Provincial Agrarian Reform Adjudicator (PARAD) of Cabanatuan City. The PARAD dismissed petitioner's action for collection of lease rentals and ejectment against Gonzalo Francisco and Regina Vda. De Lazaro (respondents).

The Facts

Petitioner is the owner of a 5.3 hectare lot (lot) which is a portion of an agricultural land identified as Lot No. 593 situated in Brgy. San Fernando, Cabiao, Nueva Ecija. Petitioner's lot is part of the 13 parcels of land registered in the name of petitioner's mother, Maria Candelaria Salud Talens (Talens). Talens' landholding totals 61 hectares, more or less.

Petitioner acquired the lot through a Deed of Sale executed by Talens on 28 July 1972,[3] but the sale was only registered on 3 September 1986.[4] At the time of the sale, Gonzalo Francisco and Manuel Lazaro tenanted the land and their separate areas of tillage were 2.8 and 2.5 hectares, respectively.[5]

Petitioner entered into a written contract of agricultural leasehold with Manuel Lazaro on 5 October 1972[6] and with Gonzalo Francisco on 7 August 1980.[7] In the leasehold contract, Manuel Lazaro was obliged to pay a lease rental of 35 cavans during the regular season, and 20 cavans during dayatan cropping season. Gonzalo Francisco, on the other hand, was required to pay a lease rental of 35 cavans during the regular season and 25 cavans during the cropping season.[8]

Gonzalo Francisco and Manuel Lazaro (who was succeeded by his surviving spouse Regina Vda. De Lazaro upon his death) complied with the conditions of the agricultural leasehold until the regular season of April 1991 when they stopped paying rentals despite petitioner's repeated demands.[9] Respondents believed that they have fully paid the price of the lot under the Barangay Committee on Land Production's (BCLP) valuation.[10]

On 10 January 1990, Gonzalo Francisco was issued Emancipation Patent (EP) No. 416156 covering an area of 27,284 square meters. On the same date, Manuel Lazaro was also issued EP No. 416157[11] covering an area of 25,803 square meters.[12]

On 19 May 1993, petitioner filed with PARAD of Cabanatuan City a complaint for ejectment and collection of

lease rentals against respondents. At the time of filing of the complaint, respondent Francisco and respondent Lazaro were already in arrears of 155 cavans and 145 cavans, respectively.[13]

Respondents sought the dismissal of the complaint invoking the following arguments:

- The leasehold contracts are without force and effect since the lot was under the Operation Land Transfer (OLT) program pursuant to Presidential Decree No. (PD) 27.[14] The sale executed by Talens was merely designed to exclude the land from OLT coverage.
- Since the lot value, as determined and approved by the Department of Agrarian Reform (DAR), has been paid, the collection of lease rentals is now moot.
- Respondents are now considered owners-cultivators of their respective landholdings and cannot be ejected.[15]

On 22 December 1993, the PARAD of Cabanatuan City dismissed the case for lack of merit.[16]

On appeal, the DARAB rendered a Decision dated 8 January 2004, the dispositive portion of which states:

WHEREFORE, in view of all the foregoing considerations, the decision appealed from is hereby SET ASIDE and a NEW DECISION is hereby rendered:

- Finding and declaring the Deed of Absolute sale binding upon respondents Gonzalo Francisco and Regina vda. De Lazaro;
- Maintaining the agricultural leasehold relationship between landowner-petitioner Napoleon Magno and respondents-lessees Gonzalo Francisco and Regina vda. De Lazaro; accordingly, declaring the Contracts of Agricultural Leasehold respectively entered into by and between the said parties still subsisting and in full force and effect;
- Ordering respondents Gonzalo Francisco and Regina vda. De Lazaro to pay severally their lease rentals in arrears covering the period from the regular season of (April) 1991 up to and until the final restoration or proper reinstatement of the lease contracts in question.

SO ORDERED.[17]

Respondents filed a petition for review with the CA assailing the DARAB's decision. On 4 July 2005, the CA rendered a decision, the dispositive portion of which reads:

WHEREFORE, premises considered, the petition is GRANTED. The assailed decision dated January 8, 2004 is REVERSED and SET ASIDE and the decision of the PARAD-Cabanatuan City dated December 22, 1993 is hereby REINSTATED.

SO ORDERED.[18]

Aggrieved by the CA's decision reinstating the decision of the PARAD of Cabanatuan City, petitioner elevated the case before this Court.

Ruling of the PARAD of Cabanatuan City

The PARAD stated that on 10 January 1990, EPs were issued to respondents. Then, in the conferences held on 8 March and 9 August 1990, Municipal Agrarian Reform Officer (MARO) Rogelio C. Palomo found out that the lot is covered by the OLT program and the DAR-Central Office had not received any petition for OLT exemption. The PARAD noted that in the final land valuation conference, a thorough computation of the paid lease rentals was conducted. The PARAD believed that respondents are no longer liable to pay the lease rentals because respondents are now considered owners of their respective landholdings. The PARAD stated that from 1990,

respondents have fully paid the amount of the lot as evidenced by the land valuation under the BCLP scheme prepared by DAR officials.[19]

The PARAD relied on the 2nd Indorsement submitted by PARAD Benjamin M. Yambao (PARAD Yambao) that the lot is covered by OLT and that the farmer-beneficiaries including respondents have fully paid for the lot. The 2nd Indorsement reads:

Respectfully returned to Mr. Enrique S. Valenzuela, PARO, NEPARO, Cabanatuan City, the herein Claim Folder thru BCLP of Ms. Candelaria S. Talens covered by TCT No. 7390 containing an area of 26 hectares, more or less, situated at San Fernando, Norte, Cabiao, Nueva Ecija which this Office after an appraisal of the documents attached and as per his comments therein, the landholding in question appears to have been subjected to an Operation Land Transfer pursuant to PD 27; that a BCLP has already been prepared and approved by the authorities concerned, and that as per findings, the subject landholding has already been FULLY PAID by the farmer-beneficiaries. Let it be emphasized that the landholding in question was covered by P.D. No. 27 and not pursuant to RA No. 6657, for which reason any valuation to be made in the landholding in question should be within the memorandum circular implementing P.D. 27 and not under memorandum circular implementing RA No. 6657. Besides, as per his findings thereto, the land in question is now fully paid. By that the valuation process is a fait accompli. With that, it is now the honest opinion of the undersigned that any action to be taken thereto is within the administrative prerogative of that office there-being no formal complaint nor protest filed before this office, pursuant to DARAB Procedures this Office could not take possible action thereof unless and under a formal complaint of protest is lodge before this office, either the landowner or by the farmer-beneficiaries.[20]

The PARAD took note of the fact that the Deed of Absolute Sale executed by Talens, where she conveyed her land to different persons including petitioner for P1 and other valuable considerations, was suspicious in nature. The PARAD reasoned that the sale was consummated on 28 July 1972 but the registration occurred in 1986. The PARAD believed that the sale made by Talens was a device to circumvent PD 27 in order to exclude her land from OLT coverage. The PARAD noted that when the claim folder was prepared, processed and approved by the BCLP, Talens was still declared the landowner of 26 hectares including petitioner's lot. The PARAD explained that petitioner also failed to file a formal complaint or protest on the land valuation prepared by DAR officials before the proper forum. Since petitioner is estopped from claiming that respondents are still his tenants, respondents are not liable to pay lease rentals to petitioner.[21]

Ruling of the DARAB

The DARAB found a different state of facts. The DARAB re-examined the pleadings filed and evidence submitted by the parties and found that petitioner, together with his siblings, wrote then Ministry of Agrarian Reform (MAR) Minister Conrado F. Estrella (Minister Estrella) for exemption of their properties from OLT coverage by way of a letter-protest dated 19 May 1974. Minister Estrella acted with dispatch and gave the following instruction to then District Officer Gene Bernardo, which reads:

D/O Gene Bernardo,

Please look into this petition and get the facts. Verify and make your report and recommendation.

Sgd. CFE
5/26/74[22]

The DARAB stated that petitioner wrote another letter dated 25 December 1975 to Minister Estrella seeking to exercise his right of retention. The DARAB ruled that these letters belie the PARAD's finding that petitioner is estopped from claiming that respondents are still his tenants.[23]

The DARAB stated that in 1974, Minister Estrella issued MAR Memorandum Circular No. 8, Series of 1974 declaring that transfers of ownership of lands covered by PD 27 executed by landowners after 21 October 1972 shall all be considered acts committed to circumvent PD 27. This memorandum circular was further amended by an undated Memorandum which provides:

With respect to transfers of ownership of lands covered by P.D. 27, you shall be guided by the following:

Transfers of ownership of lands covered by a Torrens Certificate of Title duly executed prior to October 21, 1972 but not registered with the Register of Deeds concerned before said date in accordance with the Land Registration Act (Act No. 496) shall not be considered a valid transfer of ownership insofar as the tenants-farmers are concerned and therefore the lands shall be placed under Operation Land Transfer.

Transfers of ownership of unregistered lands x x x executed prior to October 21, 1972, whether registered or not, with the Register of Deeds concerned, pursuant to Act No. 3344 may be considered a valid transfer/conveyance as between the parties subject to the verification of the due execution of the conveyance/transfer in accordance with the formalities prescribed by law.

In order that the foregoing transfers of ownership mentioned in the preceding paragraphs maybe binding upon the tenant, such tenant should have knowledge of the transaction prior to October 21, 1972, have recognized the persons of the new owners and have been paying rental to such new owners." (Emphasis in the original)[24]

The DARAB ruled that respondents as petitioner's tenants had knowledge of the Deed of Sale executed on 28 July 1972 and had recognized petitioner as the new owner and paid rentals to him. Since all the requirements have been met and satisfied, the sale between petitioner and Talens is binding upon respondents. The DARAB ruled that respondents are still tenant-lessees of petitioner and shall be entitled to security of tenure and obligated to comply with their duty to pay the lease rentals in accordance with the terms and conditions of their leasehold contract.[25].

Ruling of the Court of Appeals

The CA stated that the EPs are public documents and are prima facie evidence of the facts stated therein. The EPs are presumably issued in the regular performance of an official duty. The CA ruled that petitioner has not presented any evidence showing that the issuance of the EPs was tainted with defects and irregularities; hence, they are entitled to full faith and credit.[26]

The CA, quoting the 2nd Indorsement issued by PARAD Yambao, held that the matter of OLT coverage of petitioner's lot has been settled. The CA also upheld the PARAD's ruling that respondents have fully paid the value of the lot.[27]

The CA ruled that the factual findings and conclusion of the PARAD of Cabanatuan City are supported with substantial evidence as opposed to the DARAB's findings of fact.[28]

Issue

Petitioner submits this sole issue for our consideration: Whether unregistered EPs issued to agricultural lessees which appear to be irregular on their face can defeat the landowner's rights to agricultural leasehold rentals.[29]

Ruling of the Court

We grant the petition.

Petitioner contends that the CA committed grave error because the evidence on record is bereft of any showing

that certificates of land transfer (CLTs) have been issued to respondents and that the EPs have been registered with the Register of Deeds of Nueva Ecija.[30] Petitioner points out that the CA disregarded a significant fact that the land valuation came after the issuance of the EPs; hence, the issuance of the EPs was tainted with irregularity because it was violative of Section 2 of PD 266. [31] Petitioner claims that his retention rights and rights to land rentals from respondents cannot be defeated by patently fraudulent EPs.

Petitioner also alleges that MARO Palomo had no authority in fact or law to determine the just compensation. Assuming that MARO Palomo had the authority, petitioner cannot be bound by the determination of just compensation because petitioner was not present and could not have signified his agreement during the land valuation conferences.[32]

Respondents claim that in appeals in agrarian cases, the findings of fact of the PARAD, as affirmed by the CA, are final and conclusive especially if they are based on substantial evidence.[33]

Respondents allege that in the Order dated 10 October 2002, this case was forwarded to DAR Secretary. The dispositive portion of the Order reads:

WHEREFORE, premises considered, the proceeding in this case is hereby suspend (sic) until the submission of the result of the administrative determination of the coverage of the subject landholding in dispute to this Board. Let the entire records of the above-entitled case be forwarded to the office of the DAR Secretary to effect such determination as stated above.

Respondents argue that the DAR has not yet submitted the result of the administrative determination of the lot in dispute to the DARAB. Respondents contend that the DARAB's decision dated 8 January 2004 was issued without jurisdiction.[34]

Findings of Fact

It is well-settled that this Court is not a trier of facts. The factual findings of the CA are regarded as final, binding and conclusive upon this Court, especially when supported by substantial evidence. However, there are recognized exceptions[35] to this rule, such as when the factual findings of the CA are contrary to those of the quasi-judicial agency. In this case, the factual findings of the CA and the DARAB are conflicting; thus, we are compelled to look at the factual milieu of this case and review the records.[36] The CA had also overlooked certain relevant facts undisputed by the parties, which, if properly considered, would justify a different conclusion.

Petitioner claims that upon the proclamation of PD 27 on 21 October 1972, Talens no longer owned the land consisting of 61 hectares. Therefore, petitioner together with his siblings filed their Petitions for Exemption with respect to their landholdings.[37]

In a letter dated 19 May 1974, petitioner together with his siblings requested Minister Estrella to certify that Talens' 61-hectare land, which was sold to her ten children, is exempt from the OLT coverage.[38]

In another letter dated 26 December 1975, petitioner informed Minister Estrella that he would like to exercise his retention right of five hectares on the lot he owned.[39]

A document entitled "Date Notice Send" presented as Exhibit "1" by the respondents and signed by MARO Palomo stated that conferences[40] for land valuation were held but petitioner failed to appear. MARO Palomo stated that the lot was subjected to BCLP valuation and after a thorough computation, respondents together with other farmer-beneficiaries were declared as having fully paid for their areas of cultivation. MARO Palomo recommended the approval of the BCLP claim folders and the issuance of the EPs to the farmer-beneficiaries.[41]

A document entitled "Lease Rentals Paid" presented as Exhibit "1-A,"[42] reveals:

On 18 December 1991, PARAD Yambao issued a 2[nd] Indorsement stating that Talens' land is covered by OLT and the farmer-beneficiaries have fully paid the land such that the valuation process is only a fait accompli.[43]

On 2 January 1992, Provincial Agrarian Reform Officer (PARO) Enrique S. Valenzuela issued a 3[rd] Indorsement stating that a formal complaint or protest should be filed first by the landowner or the farmer-beneficiaries before the DARAB can take possible action.[44]

On 22 September 1994, PARO Rogelio M. Chaves issued a certification stating that Manuel Lazaro and Gonzalo Francisco both paid the sum of P82,774.50 and P87,730.70 as lease rentals from 1973 to 1990 representing full payment of the land value owned and registered in the name of Talens with an area of 2.5803 and 2.7284 hectares, respectively.[45]

In a letter dated 1 April 1997, Atty. Teodoro C. Linsangan, Register of Deeds III wrote to Mr. Emmanuel N. Paralisan, CARP[46] Program Director of the Land Registration Authority. The Register of Deeds acknowledged receipt of the EPs issued to Gonzalo Francisco and his associates. However, the Register of Deeds stated that they cannot effect registration because there is a pending case filed by PARO Chaves at the Regional Trial Court of Gapan: In Re: Cad. Case No. 081 - for reconstitution of mutilated TCT No. 7390 (Mother Title), where the EPs were taken.[47]

In an Order dated 10 October 2002, the DARAB suspended the case proceedings until the submission of the result of the administrative determination of the coverage of the subject lot in dispute. The DARAB ordered the entire records to be forwarded to the office of the DAR Secretary to effect such determination of OLT coverage.[48]

On 8 January 2004, the DARAB rendered a decision declaring the Deed of Absolute Sale between petitioner and Talens as binding upon the respondents. The DARAB also declared that the agricultural leasehold relationship between petitioner and respondents still subsists. The DARAB ordered respondents to pay the lease rentals from April 1991 until the proper reinstatement of the lease contracts.

OLT Coverage

In *Department of Agrarian Reform v. Abdulwahid*,[49] the Court, quoting *Centeno v. Centeno*,[50] held:

[T]he DAR is vested with the primary jurisdiction to determine and adjudicate agrarian reform matters and shall have the exclusive jurisdiction over all matters involving the implementation of the agrarian reform program. The DARAB has primary, original and appellate jurisdiction "to determine and adjudicate all agrarian disputes, cases, controversies, and matters or incidents involving the implementation of the Comprehensive Agrarian Reform Program under RA No. 6657, E.O. Nos. 229, 228 and 129-A, R.A. No. 3844 as amended by R.A. No. 6389, P.D. No. 27 and other agrarian laws and their implementing rules and regulations."

Agrarian dispute as defined in Section 3(d) of Republic Act (RA) No. 6657[51] refers "to any controversy relating to tenurial arrangements, whether leasehold, tenancy, stewardship or otherwise, over lands devoted to agriculture, including disputes concerning farmworkers' associations or representation of persons in negotiating, fixing, maintaining, changing or seeking to arrange terms or conditions of such tenurial arrangements. It includes any controversy relating to compensation of lands acquired under this Act and other terms and conditions of transfer of ownership from landowners to farmworkers, tenants and other agrarian reform beneficiaries, whether the disputants stand in the proximate relation of farm operator and beneficiary, landowner and tenant, or lessor and lessee."

Section 3, Rule II of the 2003 DARAB Rules of Procedure provides:

SECTION 3. Agrarian Law Implementation Cases.

The Adjudicator or the Board shall have no jurisdiction over matters involving the administrative implementation of RA No. 6657, otherwise known as the Comprehensive Agrarian Reform Law (CARL) of 1988 and other agrarian laws as enunciated by pertinent rules and administrative orders, which shall be under the exclusive prerogative of and cognizable by the Office of the Secretary of the DAR in accordance with his issuances, to wit:

3.1

Classification and identification of landholdings for coverage under the agrarian reform program and the initial issuance of CLOAs and EPs, including protests or oppositions thereto and petitions for lifting of such coverage;

3.2

Classification, identification, inclusion, exclusion, qualification, or disqualification of potential/actual farmer-beneficiaries;

3.3

Subdivision surveys of land under CARP;

3.4

Recall, or cancellation of provisional lease rentals, Certificates of Land Transfers (CLTs) and CARP Beneficiary Certificates (CBCs) in cases outside the purview of Presidential Decree (PD) No. 816, including the issuance, recall, or cancellation of EPs or CLOAs not yet registered with the Register of Deeds;

3.5

Exercise of the right of retention by the landowner;

3.6

Application for exemption from coverage under Section 10 of RA 6657;

3.7

Application for exemption pursuant to Department of Justice (DOJ) Opinion No. 44 (1990);

3.8

Exclusion from CARP coverage of agricultural land used for livestock, swine, and poultry raising;

3.9

Cases of exemption/exclusion of fish pond and prawn farms from the coverage of CARP pursuant to RA 7881;

3.10

Issuance of Certificate of Exemption for land subject of Voluntary Offer to Sell (VOS) and Compulsory Acquisition (CA) found unsuitable for agricultural purposes;

3.11

Application for conversion of agricultural land to residential, commercial, industrial, or other non-agricultural uses and purposes including protests or oppositions thereto;

3.12

Determination of the rights of agrarian reform beneficiaries to homelots;

3.13

Disposition of excess area of the tenant's/farmer-beneficiary's landholdings;

3.14

Increase in area of tillage of a tenant/farmer-beneficiary;

3.15

Conflict of claims in landed estates administered by DAR and its predecessors; or

3.16

Such other agrarian cases, disputes, matters or concerns referred to it by the Secretary of the DAR. (Boldfacing supplied)

It is undisputed that petitioner and respondents have an established tenancy relationship, such that the complaint for collection of back rentals and ejectment is classified as an agrarian dispute and under the jurisdiction of the PARAD and thereafter by the DARAB. However, in view of the conflicting claims where petitioner asserted ownership over the lot and respondents emphasized that the lot is subject to OLT coverage, there is a need to ascertain if the lot is under the agrarian reform program. Since the classification and identification of landholdings for coverage under the agrarian reform program are Agrarian Law Implementation cases, the DAR Secretary should first resolve this issue. In *Sta. Ana v. Carpo*,^[52] we held:

Verily, there is an established tenancy relationship between petitioner and respondents in this case. An action for Ejectment for Non-Payment of lease rentals is clearly an agrarian dispute, cognizable at the initial stage by the PARAD and thereafter by the DARAB. But issues with respect to the retention rights of the respondents as landowners and the exclusion/exemption of the subject land from the coverage of agrarian reform are issues not cognizable by the PARAD and the DARAB, but by the DAR Secretary because, as aforementioned, the same are Agrarian Law Implementation (ALI) Cases. (Boldfacing supplied)

Therefore, the PARAD of Cabanatuan City had no authority to render a decision declaring the lot under OLT coverage. In fact, when the case was appealed, the DARAB acknowledged that it had no jurisdiction on the OLT coverage. In an Order dated 10 October 2002, the DARAB suspended the case proceedings until the submission of the result of the administrative determination of the lot and thus submitted the entire records to the DAR Secretary. Respondents themselves admitted in their Memorandum that the DAR has not submitted the result of its administrative determination of the lot to the DARAB. It is therefore essential that the DAR Secretary should first resolve the issue on the lot's inclusion or exclusion from OLT coverage before a final determination of this case can be had.

Proof necessary for the resolution of the issues on OLT coverage and petitioner's right of retention should be introduced in the proper forum. The Office of the DAR Secretary is in a better position to resolve these issues being the agency lodged with such authority since it has the necessary expertise on the matter.^[53]

We sustain the DARAB's ruling declaring the Contracts of Agricultural Leasehold entered into by petitioner and respondents still subsisting and in full force and effect. We modify the DARAB's ruling ordering respondents to pay severally their lease rentals in arrears covering the period from the regular season of April 1991 until the final determination on the OLT coverage of the lot.

Wherefore, we GRANT the petition. We SET ASIDE the assailed Decision of the Court of Appeals in CA-G.R. SP No. 84467. We REINSTATE with MODIFICATION the Decision of the Department of Agrarian Reform Adjudication Board dated 8 January 2004 in DARAB Case No. 2404 (Reg. Case No. 2332 "NE"93) without prejudice to the rights of the parties to seek recourse from the Office of the Department of Agrarian Reform (DAR) Secretary on the issues they have raised.

SO ORDERED.

Brion, Del Castillo, Abad, and Perez, JJ., concur.

[1] Under Rule 45 of the Rules of Court.

[2] Penned by Associate Justice Juan Q. Enriquez, Jr. with Associate Justices Portia Aliño-Hormachuelos, and Vicente Q. Roxas, concurring.

[3] Records, pp. 12-14.

[4] Id. at 49.

[5] Rollo, p. 17.

[6] Records, pp. 8-9.

[7] Id. at 5-6.

[8] Rollo, p. 17.

[9] Id.

[10] Id. at 49.

[11] Records, p. 75.

[12] CA rollo, pp. 57-58.

[13] Records, pp. 15-18.

[14] Decreeing the Emancipation of Tenants from the Bondage of the Soil, Transferring to Them the Ownership of the Land They Till and Providing the Instruments and Mechanism Therefore, 21 October 1972.

[15] Rollo, pp. 99-100.

[16] Id. at 55.

[17] Id. at 45.

[18] Id. at 33.

[19] Records, pp. 118-119.

[20] Id. at 117.

[21] Id. at 114-116.

[22] Rollo, p. 38.

[23] Id. at 39.

[24] Id. at 40-41.

[25] Id. at 41-45.

[26] Id. at 31.

[27] Id. at 31-32.

[28] Id. at 33.

[29] Id. at 16.

[30] Id. at 90.

[31] Providing for the Mechanics of Registration of Ownership and/or Title to Land Under Presidential Decree No. 27, 4 August 1973.

Section 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.

[32] Rollo, p. 92.

[33] Id. at 108-109.

[34] Id. at 103.

[35] Recognized exceptions to this rule are: (1) when the findings are grounded entirely on speculation, surmises or conjectures; (2) when the inference made is manifestly mistaken, absurd or impossible; (3) when there is grave abuse of discretion; (4) when the judgment is based on misapprehension of facts; (5) when the findings of fact are conflicting; (6) when in making its findings the Court of Appeals went beyond the issues of the case, or its findings are contrary to the admissions of both the appellee and the appellant; (7) when the findings are contrary to the trial court; (8) when the findings are conclusions without citation of specific evidence on which they are based; (9) when the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondent; (10) when the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; or (11) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion.

[36] Buada v. Cement Center Inc., G.R. No. 180374, 22 January 2010.

[37] Records, p. 256.

[38] Id. at 269-270.

[39] Id. at 414.

[40] The first conference concerning petitioner's land was held on 9 August 1990.

[41] Records, p. 90.

[42] Id. at 89.

[43] Id. at 88.

[44] Id.

[45] Id. at 343-344.

[46] Comprehensive Agrarian Reform Program.

[47] Records, p. 376.

[48] Id. at 410-412.

[49] G.R. No. 163285, 27 February 2008, 547 SCRA 30, 40.

[50] 397 Phil. 170, 177 (2000).

[51] An Act Instituting A Comprehensive Agrarian Reform Program to Promote Social Justice and Industrialization Providing the Mechanism for its Implementation, and For Other Purposes.

[52] G.R. No. 164340, 28 November 2008, 572 SCRA 463, 482.

[53] Supra note 52 at 483-484.

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