

**JOAQUIN SOLIMAN, LAZARO ALMARIO, ISIDRO ALMARIO,
BALDOMERO ALMARIO, DEMETRIO SOLIMAN, ROMEO ABARIN,
ERNESTO TAPANG AND CRISOSTOMO ABARIN, PETITIONERS, VS.
PAMPANGA SUGAR DEVELOP...**

G.R. No. 169589. June 16, 2009

Ponente: NACHURA, J.

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NACHURA, J.:

Before this Court is a Petition[1] for Review on Certiorari under Rule 45 of the Rules of Civil Procedure seeking the reversal of the Court of Appeals (CA) Decision[2] dated April 12, 2005 which reversed the Decision[3] of the Department of Agrarian Reform Adjudication Board (DARAB) dated January 15, 2004 and reinstated the Decision[4] of the Provincial Agrarian Reform Adjudicator (PARAD) of San Fernando, Pampanga dated August 16, 1995.

The Facts

The respondents recount the antecedents, as follows:

The property subject of this case is situated at Cabalantian, Bacolor, Pampanga, with an area of ten (10) hectares, more or less, previously covered by Transfer Certificate of Title (TCT) No. 70829-R (subject property) and formerly owned by one Dalmacio Sicat (Dalmacio).

On December 2, 1969, Dalmacio offered to sell the subject property to respondent Pampanga Sugar Development Company (PASUDECO), a domestic corporation engaged in sugar milling, to be used as a housing complex for PASUDECO's laborers and employees. The land was offered for sale at the price of P8.00 per square meter.[5] On January 26, 1970, Dalmacio reduced the price to P5.00 per square meter.[6] In a meeting held on April 15, 1970, the Board of Directors of PASUDECO issued Board Resolution No. 057[7] authorizing the purchase of the subject property at P4.00 per square meter.

On May 22, 1970, Dalmacio and his tenants[8] jointly filed a Petition[9] with the then Court of Agrarian Relations (CAR), San Fernando, Pampanga, seeking approval of the voluntary surrender of the subject property with payment of disturbance compensation. On the same date, the CAR rendered a Decision,[10] approving the voluntary surrender of the subject property by the tenants to Dalmacio, thus, terminating their tenancy relationship effective May 21, 1970, the date when the parties entered into the agreement.

On May 22, 1970, a Deed[11] of Sale with Mortgage was executed between Dalmacio and PASUDECO. Thereafter, the documents needed for the conversion of the land to residential purposes were prepared, such as the subdivision layout with specifications as to the size of each lot; topographic survey; monumenting of all corners of the subdivision lots; and approval of the plan including the technical description of the land. "No trespassing" signs were also installed around the premises. Thus, on May 31, 1974, TCT Nos. 110325-R,[12] 110326-R[13] and 110327-R[14] were registered in favor of PASUDECO. However, due to financial setbacks suffered after the

imposition of Martial Law in 1972, PASUDECO deferred the construction of the housing project. PASUDECO averred that no person was authorized to occupy and/or cultivate the subject property.

On the other hand, the petitioners have a totally different version.

Petitioners Joaquin Soliman, Lazaro Almario, Isidro Almario, Baldomero Almario, Demetrio Soliman, Romeo Abarin, Ernesto Tapang and Crisostomo Abarin (petitioners) claimed that, sometime in November 1970, they started working on the subject property with a corresponding area of tillage, as certified to by the Barangay Agrarian Reform Committee (BARC) on December 6, 1989, to wit: (1) Lazaro Almario with an area of 1.65 hectares;^[15] (2) Demetrio Soliman with an area of 1.70 hectares;^[16] (3) Crisostomo Abarin with an area of 1.10 hectares;^[17] (4) Baldomero Almario with an area of 1.5 hectares;^[18] (5) Isidro Almario with an area of 1.5 hectares;^[19] (6) Romeo Abarin with an area of 0.400 hectare;^[20] and (7) Ernesto Tapang with an area of .6500 hectare.^[21] A Certification^[22] dated December 28, 1989 was also issued by the Samahang Nayon in favor of petitioner Joaquin Soliman with respect to the remaining area of 1.5 hectares. Likewise, on December 28, 1989, the Barangay Chairperson of Macabacale, Bacolor, Pampanga, certified that the eight (8) petitioners had been the actual tenant-tillers of the subject property from 1970 up to the present,^[23] and that petitioner Baldomero Almario (Baldomero) was issued Certificate of Land Transfer (CLT) No. 0-043466^[24] with an area of 3.2185 hectares on July 22, 1981.

The Ocular Inspection and the Investigation Report^[25] issued by the Municipal Agrarian Reform Officer (MARO) on March 13, 1990 showed that since 1970, petitioners cultivated the subject property, allegedly managed by the late respondent Gerry Rodriguez (Gerry), manager of PASUDECO from 1970-1991. Petitioners alleged that in 1970, Gerry made one Ciriaco Almario (Ciriaco) his overseer/caretaker, tasked to collect lease rentals from petitioners. In turn, Ciriaco remitted the rentals to Gerry. On May 14, 1990, Ciriaco certified that petitioners were the actual tenant-tillers of the subject property.^[26] Moreover, petitioners deposited their alleged rentals with the Land Bank of the Philippines (LBP) in San Fernando, Pampanga, as land amortizations, in varying amounts, from 1989 to 1993, as shown by the official receipts issued by LBP.^[27] Thus, petitioners averred that from 1970 up to 1990 or for a period of almost twenty (20) years, they had been in actual and peaceful possession and cultivation of the subject property.

The real controversy arose when PASUDECO decided to pursue the development of the property into a housing project for its employees in the latter part of April 1990. On May 14, 1990, petitioners filed a Complaint^[28] for Maintenance of Peaceful Possession with a Prayer for the issuance of a Preliminary Injunction against Gerry before the PARAD to restrain him from harassing and molesting petitioners in their respective landholdings. Petitioners alleged that Gerry, together with armed men, entered the property and destroyed some of their crops. Traversing the complaint, Gerry raised as one of his defenses the fact that PASUDECO was the owner of the subject property. Thus, on November 26, 1990, petitioners filed their Amended Complaint^[29] impleading PASUDECO as a party-defendant. Meanwhile, PASUDECO asserted that petitioners were not tenants but merely interlopers, usurpers and/or intruders into the subject property.

Trial on the merits ensued. In the process, the PARAD conducted an ocular inspection and found that the subject property was planted with palay measuring one (1) foot high. There were also several dikes or pilapil dividing the subject property. The PARAD also observed that there was a big sign installed therein, reading "Future Site of PASUDECO Employees Housing Project."^[30]

The PARAD's Ruling

On August 16, 1995, the PARAD dismissed petitioners' complaint and denied their application for the writ of preliminary injunction. The PARAD held that petitioners had not shown direct and convincing proof that they

were tenants of the subject property. Petitioners could not show any receipt proving payment of lease rentals either to PASUDECO or Gerry. In addition to the absence of sharing, the PARAD ruled that there was no consent given by PASUDECO in order to create a tenancy relationship in favor of the petitioners.

Aggrieved, petitioners filed a Notice of Appeal with the DARAB on September 7, 1995 on the following grounds: (a) that the PARAD abused its discretion by ignoring or disregarding evidence which, if considered, would result in a decision favorable to the petitioners; and (b) that there were errors in the findings of fact from which equally erroneous conclusions were drawn, which, if not corrected on appeal, would cause grave and irreparable damage or injury to the petitioners.

While the case was pending resolution before the DARAB, the subject property was devastated by lahar due to the eruption of Mount Pinatubo sometime in October 1995. As a result, the farming activities on the subject property ceased. Shortly thereafter, PASUDECO fenced the subject property and placed additional signs thereon, indicating that the same was private property.[31] At present, the subject property is unoccupied and uncultivated.[32]

The DARAB's Ruling

On January 15, 2004, the DARAB rendered its Decision in favor of the petitioners, reversing the findings and conclusions of the PARAD. The DARAB held that, without the approval of the conversion application filed by PASUDECO, it could not be substantiated that the subject property was indeed residential property intended for housing purposes. Because of this, and the fact that petitioners tilled the subject property for almost twenty (20) years, the same remained agricultural in character. Moreover, the DARAB held that, contrary to the findings of the PARAD, the elements of consent and sharing were present in this case. The DARAB, citing Section 5 of Republic Act (R.A.) No. 3844,[33] ratiocinated that petitioners entered the subject property in 1970 upon the request of Ciriaco who, with the consent of Gerry as manager of PASUDECO, was authorized to look for people to cultivate the subject property. Petitioners cultivated the same and shared their harvests with PASUDECO, received by Gerry through Ciriaco. Later on, when Gerry refused to accept their lease rentals, petitioners deposited the money with LBP. The DARAB opined that these pieces of evidence established the fact of consent and sharing. While express consent was not given, the fact that Gerry accepted the lease rentals for a considerable number of years signified an implied consent which, in turn, bound PASUDECO.

PASUDECO filed a Motion for Reconsideration[34] which was, however, denied by the DARAB in its Resolution[35] dated May 21, 2004. Thus, PASUDECO went to the CA for recourse.[36] However, some of the records were found missing, as certified by the DARAB on June 22, 2004.[37]

The CA's Ruling

On April 12, 2005, the CA reversed the DARAB's ruling and reinstated the PARAD's decision. The CA held that, while the subject property was agricultural, there was no tenancy relationship between the parties, express or implied. The CA concurred in the findings of the PARAD and found no credible evidence to support the contention that petitioners were de jure tenants inasmuch as the elements of consent and sharing were absent. Citing these Court's rulings in *Hilario v. Intermediate Appellate Court*[38] and *Bernas v. Court of Appeals*,[39] the CA reiterated that tenancy is not merely a factual relationship but also a legal relationship; hence, the fact that PASUDECO, being the owner of the subject property, was uninvolved in and oblivious to petitioners' cultivation thereof, tenancy relations did not exist. Thus, the CA concluded that in the absence of any tenancy relationship between the parties, the case was outside the jurisdiction of the DARAB.

Petitioners filed their Motion for Reconsideration,[40] which was denied by the CA in its Resolution[41] dated August 3, 2005.

Hence, the instant Petition assigning the following errors:

- The Honorable Court of Appeals failed to appreciate the facts of the case when it ruled that the occupation of the petitioners of the subject lot was without the consent of the respondents, express or implied.
- The Honorable Court of Appeals erred in applying the principles laid down in the cases of Hilario v. [Intermediate Appellate Court] and Bernas v. Court of Appeals and [in] consequently ruling that there is no tenancy relation between the parties.
- The Honorable Court of Appeals failed to appreciate the provision[s] of Section 5[,] Republic Act No. 3844 which provides for the establishment of agricultural leasehold relation by mere operation of law.
- The Honorable Court of Appeals erred when it ruled that the instant case [does] not fall under the jurisdiction of the Department of Agrarian Reform Adjudication [Board].[42]

This submission boils down to the sole issue of whether petitioners are de jure tenants of the subject property.

Our Ruling

The instant Petition is bereft of merit.

Tenants are defined as persons who — in themselves and with the aid available from within their immediate farm households — cultivate the land belonging to or possessed by another, with the latter's consent, for purposes of production, sharing the produce with the landholder under the share tenancy system, or paying to the landholder a price certain or ascertainable in produce or money or both under the leasehold tenancy system.[43]

Based on the foregoing definition of a tenant, entrenched in jurisprudence are the following essential elements of tenancy: 1) the parties are the landowner and the tenant or agricultural lessee; 2) the subject matter of the relationship is an agricultural land; 3) there is consent between the parties to the relationship; 4) the purpose of the relationship is to bring about agricultural production; 5) there is personal cultivation on the part of the tenant or agricultural lessee; and 6) the harvest is shared between landowner and tenant or agricultural lessee.[44] The presence of all these elements must be proved by substantial evidence. Unless a person has established his status as a de jure tenant, he is not entitled to security of tenure and is not covered by the Land Reform Program of the Government under existing tenancy laws.[45] Tenancy relationship cannot be presumed. Claims that one is a tenant do not automatically give rise to security of tenure.[46]

Pertinent are Sections 4 and 5 of Republic Act No. 3844 as amended, which provide:

SEC. 4. Abolition of Agricultural Share Tenancy. — Agricultural share tenancy, as herein defined, is hereby declared to be contrary to public policy and shall be abolished: Provided, That existing share tenancy contracts may continue in force and effect in any region or locality, to be governed in the meantime by the pertinent provisions of Republic Act Numbered Eleven hundred and ninety-nine, as amended, until the end of the agricultural year when the National Land Reform Council proclaims that all the government machineries and agencies in that region or locality relating to leasehold envisioned in this Code are operating, unless such contracts provide for a shorter period or the tenant sooner exercises his option to elect the leasehold system: Provided, further, That in order not to jeopardize international commitments, lands devoted to crops covered by marketing allotments shall be made the subject of a separate proclamation that adequate provisions, such as the organization of cooperatives, marketing agreements, or other similar workable arrangements, have been made to insure efficient management on all matters requiring synchronization of the agricultural with the processing phases of such crops: Provided, furthermore, That where the agricultural share tenancy contract has ceased to be operative by virtue of this Code, or where such a tenancy contract has been entered into in violation of the provisions of this Code and is, therefore, null and void, and the tenant continues in possession of the land for cultivation, there shall be presumed to exist a leasehold relationship under the provisions of this

Code, without prejudice to the right of the landowner and the former tenant to enter into any other lawful contract in relation to the land formerly under tenancy contract, as long as in the interim the security of tenure of the former tenant under Republic Act Numbered Eleven hundred and ninety-nine, as amended, and as provided in this Code, is not impaired: Provided, finally, That if a lawful leasehold tenancy contract was entered into prior to the effectivity of this Code, the rights and obligations arising therefrom shall continue to subsist until modified by the parties in accordance with the provisions of this Code.

SEC. 5. Establishment of Agricultural Leasehold Relation. — The agricultural leasehold relation shall be established by operation of law in accordance with Section four of this Code and, in other cases, either orally or in writing, expressly or impliedly.

The pronouncement of the DARAB that there is, in this case, tenancy by operation of law under Section 5 of R.A. No. 3844 is not correct. In *Reyes v. Reyes*,^[47] we held:

Under R.A. 3844, two modes are provided for in the establishment of an agricultural leasehold relation: (1) by operation of law in accordance with Section 4 of the said act; or (2) by oral or written agreement, either express or implied.

By operation of law simply means the abolition of the agricultural share tenancy system and the conversion of share tenancy relations into leasehold relations. The other method is the agricultural leasehold contract, which may either be oral or in writing.

Rather, consistent with the parties' assertions, what we have here is an alleged case of tenancy by implied consent. As such, crucial for the creation of tenancy relations would be the existence of two of the essential elements, namely, consent and sharing and/or payment of lease rentals.

After a meticulous review of the records, we find that the elements of consent and sharing and/or payment of lease rentals are absent in this case.

Tenancy relationship can only be created with the consent of the true and lawful landholder who is either the owner, lessee, usufructuary or legal possessor of the property, and not through the acts of the supposed landholder who has no right to the property subject of the tenancy. To rule otherwise would allow collusion among the unscrupulous to the prejudice of the true and lawful landholder.^[48] As duly found by the PARAD and the CA, Gerry was not authorized to enter into a tenancy relationship with the petitioners. In fact, there is no proof that he, indeed, entered into one. Other than their bare assertions, petitioners rely on the certification of Ciriaco who, likewise, failed to substantiate his claim that Gerry authorized him to select individuals and install them as tenants of the subject property. Absent substantial evidence showing Ciriaco's authority from PASUDECO, or even from Gerry, to give consent to the creation of a tenancy relationship, his actions could not give rise to an implied tenancy.^[49]

Likewise, the alleged sharing and/or payment of lease rentals was not substantiated other than by the deposit-payments with the LBP, which petitioners characterized as amortizations. We cannot close our eyes to the absence of any proof of payment prior to the deposit-payments with LBP. Not a single receipt was ever issued by Gerry, duly acknowledging payment of these rentals from Ciriaco who, allegedly, personally collected the same from the petitioners. Notably, the fact of working on another's landholding, standing alone, does not raise a presumption of the existence of agricultural tenancy. Substantial evidence necessary to establish the fact of sharing cannot be satisfied by a mere scintilla of evidence; there must be concrete evidence on record adequate to prove the element of sharing. Thus, to prove sharing of harvests, a receipt or any other credible evidence must be presented, because self-serving statements are inadequate.^[50]

The certifications attesting to petitioners' alleged status as de jure tenants are insufficient. In a given locality, the

certification issued by the Secretary of Agrarian Reform or an authorized representative, like the MARO or the BARC, concerning the presence or the absence of a tenancy relationship between the contending parties, is considered merely preliminary or provisional, hence, such certification does not bind the judiciary.[51]

The onus rests on the petitioners to prove their affirmative allegation of tenancy, which they failed to discharge with substantial evidence. Simply put, he who makes an affirmative allegation of an issue has the burden of proving the same, and in the case of the plaintiff in a civil case, the burden of proof never parts. The same rule applies to administrative cases. In fact, if the complainant, upon whom rests the burden of proving his cause of action, fails to show in a satisfactory manner the facts upon which he bases his claim, the respondent is under no obligation to prove his exception or defense.[52]

Petitioners' assertion that they were allowed to cultivate the subject property without opposition, does not mean that PASUDECO impliedly recognized the existence of a leasehold relation. Occupancy and continued possession of the land will not ipso facto make one a de jure tenant, because the principal factor in determining whether a tenancy relationship exists is intent.[53] This much we said in *VHJ Construction and Development Corporation v. Court of Appeals*,[54] where we held that:

Indeed, a tenancy relationship cannot be presumed. There must be evidence to prove this allegation. The principal factor in determining whether a tenancy relationship exists is intent. Tenancy is not a purely factual relationship dependent on what the alleged tenant does upon the land. It is also a legal relationship. As we ruled in *Chico v. Court of Appeals*[347 SCRA 35 (2000)]:

"Each of the elements hereinbefore mentioned is essential to create a de jure leasehold or tenancy relationship between the parties. This de jure relationship, in turn, is the terra firma for a security of tenure between the landlord and the tenant. The leasehold relationship is not brought about by a mere congruence of facts but, being a legal relationship, the mutual will of the parties to that relationship should be primordial."

Thus, the intent of the parties, the understanding when the farmer is installed, and their written agreements, provided these are complied with and are not contrary to law, are even more important.

Thus, we agree with the following findings of the CA:

First, there is no credible evidence to show that the alleged caretaker, Ciriaco Almario, was designated by PASUDECO or its manager, Gerry Rodriguez, to facilitate the cultivation of the property. There is likewise no evidence to suggest that the respondents ever dealt directly with and acted upon the instruction of PASUDECO with respect to the cultivation of the property.

Second, it is indeed inconceivable, as petitioner claims, for the respondents to allow petitioners to work on the property considering that before its purchase, the prior owner, Dalmacio Sicat, sought for the voluntary surrender of the landholding agreement with the previous tenants of the property so that the same can be sold to PASUDECO free from tenancy. This proves to be true considering that it is undisputed that the subject property was offered for sale by Dalmacio Sicat to the petitioner in order for the latter to build its low cost housing project thereon.

Third, the certifications issued by Isidro S. Almario as BARC Chairman of Agdiman, Bacolor, Pampanga to the effect that respondents were actually cultivating the subject property deserves scant consideration. Said certifications can easily be considered as self-serving since the issuing officer is himself one of the respondents who claimed to be tenants of the subject property and it is quite natural for him not to declare anything which is adverse to his interest. The same scant consideration can also be accorded to the certification issued by the Barangay Captain of Macabale, Bacolor, Pampanga, As it was held in *Esquivel v. Reyes* [G.R. No. 152957, September 8, 2003, 410 SCRA 404]. Obviously, the barangay captain - or the mayor whose attestation appears on the document - was not the proper authority to make such determination. Even certifications issued by

administrative agencies and/or officials concerning the presence or the absence of a tenancy relationship are merely preliminary or provisional and are not binding on the courts.

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Not a single piece of traceable evidence was shown by respondents when and how much are the rental payments that they supposedly paid before 1988. In fact, they neither mentioned the terms and conditions of their oral tenancy agreement, i.e. kind of agricultural crops to be planted, if indeed it existed; nor did they mention that such payments were made in the form of harvest sharing equivalent to a certain percentage agreed upon by the parties. While there were indeed payments made with the Land Bank of the Philippines in varying amounts starting 1988 and thereafter, it cannot be ignored that such payments were precipitated only by PASUDECO's resistance of respondents' presence in the subject property. Thus, we concede to the Adjudicator a quo's finding that said payment was made only as afterthought.[55]

Finally, the long period of petitioners' alleged cultivation of the subject property cannot give rise to equitable estoppel. It should be remembered that estoppel in pais, or equitable estoppel arises when one, by his acts, representations or admissions or by his silence when he ought to speak out, intentionally or through culpable negligence, induces another to believe certain facts to exist and the other rightfully relies and acts on such beliefs so that he will be prejudiced if the former is permitted to deny the existence of such facts. The real office of the equitable norm of estoppel is limited to supplying deficiency in the law, but it should not supplant positive law. The elements for the existence of a tenancy relationship are explicit in the law and these elements cannot be done away with by conjectures.[56]

WHEREFORE, the instant Petition is DENIED and the Decision of the Court of Appeals in CA-G.R. S.P. No. 84405 dated April 15, 2005 is AFFIRMED. No costs.

SO ORDERED.

Ynares-Santiago, (Chairperson), Chico-Nazario, Velasco, Jr., and Peralta, JJ., concur.

[1] Rollo, pp. 10-31.

[2] Penned by Associate Justice Andres B. Reyes, Jr., with Associate Justice Lucas P. Bersamin (now a member of this Court) and Associate Justice Celia C. Librea-Leagogo, concurring; rollo, pp. 34-52.

[3] Rollo, pp. 194-202.

[4] Id. at 171-189.

[5] Id. at 289.

[6] Id. at 290.

[7] Id. at 297.

[8] These tenants were Ambrosio David, Roque Pamintuan, Tiburcio Mendoza, Felix Quizon, Bonifacio Quizon and Arsenio Quizon. To note, these former tenants are not parties to this case.

[9] Rollo, pp. 291-293.

[10] Id. at 294-296.

[11] Id. at 298.

[12] Id. at 284.

[13] Id. at 285-286.

[14] Id. at 287-288.

[15] Id. at 81.

[16] Id. at 82.

[17] Id. at 83.

[18] Id. at 84.

[19] Id. at 85.

[20] Id. at 86.

[21] Id. at 87.

[22] Id. at 88.

[23] Id. at 89.

[24] Id. at 121.

[25] Id. at 90.

[26] Id. at 119.

[27] Id. at 91-118.

[28] Id. at 127-130.

[29] Id. at 137-141.

[30] Id. at 163-164.

[31] Id. at 190.

[32] Id. at 332-337 and 347.

[33] Entitled "An Act To Ordain The Agricultural Land Reform Code And To Institute Land Reforms In The Philippines, Including The Abolition of Tenancy And The Channeling Of Capital Into Industry, Provide For The Necessary Implementing Agencies, Appropriate Funds Therefor And For Other Purposes," which took effect on August 8, 1963.

[34] Rollo, pp. 349-358.

[35] Id. at 361-362.

[36] Id. at 363-405.

[37] Id. at 331.

[38] G.R. No. 70736, March 16, 1987, 148 SCRA 573.

[39] G.R. No. 85041, August 5, 1993, 225 SCRA 119.

[40] Rollo, pp. 54-63.

[41] Id. at 66.

[42] Supra note 1 at 18.

[43] Bautista v. Mag-isa Vda. de Villena, G.R. No. 152564, September 13, 2004, 438 SCRA 259, 265-266.

[44] Tanenglian v. Lorenzo, G.R. No. 173415, March 28, 2008, 550 SCRA 348, 369; Dalwampo v. Quinocol Farm Workers and Settlers' Association, G.R. No. 160614, April 25, 2006, 488 SCRA 208, 221; and Benavidez v. Court of Appeals, G.R. No. 125848, September 6, 1999, 313 SCRA 714, 719.

[45] Ambayec v. Court of Appeals, G.R. No. 162780, June 21, 2005, 460 SCRA 537, 543.

[46] Heirs of Jugalbot v. Court of Appeals, G.R. No. 170346, March 12, 2007, 518 SCRA 202, 213; and Valencia v. Court of Appeals, 449 Phil. 711, 737 (2003).

[47] G.R. No. 140164, September 6, 2002, 388 SCRA 471, 481-482.

[48] Masaquel v. Orial, G.R. No. 148044, October 19, 2007, 537 SCRA 51, 63 and Bautista v. Araneta, G.R. No. 135829, February 22, 2000, 326 SCRA 234, citing Lastimoza v. Blanco, 110 Phil. 835, 838 (1961).

[49] Reyes v. Reyes, supra note 47 at 483.

[50] Valencia v. Court of Appeals, G.R. No. 122363, April 29, 2003, 401 SCRA 666, 690-691. (Citations omitted)

[51] Salmorin v. Zaldivar, G.R. No. 169691, July 23, 2008, 559 SCRA 564, 571-572.

[52] Cornes v. Leal Realty Centrum Co., Inc., G.R. No. 172146, July 30, 2008, 560 SCRA 545, 569.

[53] Nicorp Management and Development Corporation v. Leonida de Leon, G.R. No. 176942 and G.R. No. 177125, August 28, 2008. (Citations omitted)

[54] G.R. No. 128534, August 13, 2004, 436 SCRA 392, 398.

[55] Supra note 2 at 48-50 and 51.

[56] Ganzon v. Court of Appeals, 434 Phil. 626, 641 (2002).

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