

EUFEMIA BALATICO VDA. DE AGATEP, PETITIONER, VS. ROBERTA L. RODRIGUEZ AND NATALIA AGUINALDO VDA. DE LIM, RESPONDENTS.*G.R. No. 170540. October 28, 2009*

Ponente: PERALTA, J.

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Before the Court is a petition for review on certiorari under Rule 45 of the Rules of Court seeking the reversal and setting aside of the Decision[1] of the Court of Appeals (CA) dated September 9, 2005 in CA-G.R. CV No. 83163 which affirmed the May 12, 2004 Decision of the Regional Trial Court (RTC) of Aparri, Cagayan, Branch 8, in Civil Case No. 08-298. Petitioner also assails the CA Resolution[2] dated November 16, 2005 denying her motion for reconsideration.

The factual and procedural antecedents of the case are as follows:

The present case arose from a dispute involving a parcel of land located at Zinundungan, Lasam, Cagayan with an area of 1,377 square meters and covered by Transfer Certificate of Title (TCT) No. T-10759 of the Register of Deeds of the Province of Cagayan.[3]

The subject property was previously owned by herein respondent Natalia Aguinaldo Vda. de Lim. On July 18, 1975, Lim mortgaged the lot to the Philippine National Bank (PNB), Tuguegarao Branch, to secure a loan of P30,000.00 which she obtained from the said bank. The mortgage contract was duly annotated on TCT No. T-10759. Lim was not able to pay her loan prompting PNB to foreclose the property. On April 13, 1983, the subject parcel of land was sold at public auction to PNB as the highest bidder.[4] Lim failed to redeem the property. After the expiration of the one-year redemption period allowed by law, PNB consolidated its ownership over the disputed land.[5] As a consequence, TCT No. T-10759 in the name of Lim was canceled and a new certificate of title (TCT No. T-65894) was issued in the name of PNB on November 8, 1985.[6]

Meanwhile, on August 18, 1976, while the mortgage was still in effect, Lim sold the subject property to herein petitioner's husband, Isaac Agatep (Agatep), for a sum of P18,000.00.[7] However, the sale was not registered. Neither did Lim deliver the title to petitioner or her husband. Nonetheless, Agatep took possession of the same, fenced it with barbed wire and introduced improvements thereon. Subsequently, Agatep died in 1978. Despite his death, his heirs, including herein petitioner, continued to possess the property.

In July 1992, the subject lot was included among PNB's acquired assets for sale. Later on, an invitation to bid was duly published. On April 20, 1993, the disputed parcel of land was sold to herein respondent Roberta L. Rodriguez (Rodriguez), who is the daughter of respondent Lim.[8] Subsequently, TCT No. T-65894, in the name of PNB, was canceled and a new title (TCT No. T-89400) was issued in the name of Rodriguez.[9]

On January 27, 1995, herein petitioner filed a Complaint[10] for "reconveyance and/or damages" with the RTC of Aparri, Cagayan against herein respondents.

Later, the complaint was amended to implead PNB as a party-defendant.[11]

On January 20, 2000, the RTC dismissed the amended complaint for failure of herein petitioner (then plaintiff) to file her Pre-Trial Brief.[12] Petitioner filed a motion for reconsideration but the RTC denied it. Thereafter, trial ensued.

On May 12, 2004, the RTC rendered judgment in favor of herein respondents.[13] The dispositive portion of the Decision reads as follows:

WHEREFORE, the Court hereby renders judgment to wit:

1. Dismiss the instant complaint for reconveyance for lack of merit;
2. Sustain the legality of TCT No. 10559[14] in the name of defendant Roberta Rodriguez; and
3. Award actual damages in favor of plaintiff Eufemia Balatico Vda. de Agatep against defendant Natalia Aguinaldo Vda. de Lim in the amount of Php18,000.00 with legal interest to be computed from the filing of the instant case up to the full completion of its payment.

SO DECIDED.[15]

In awarding damages in favor of herein petitioner, the RTC ruled that Lim enriched herself at the expense of petitioner and her husband by benefiting from the proceeds of the sale but failing to deliver the object of such sale. Hence, on grounds of justice and equity, petitioner should be awarded an adequate compensation for the value of the loss suffered.

Herein petitioner filed an appeal with the CA contending that the RTC erred in not considering the merit of the evidence and arguments proven and submitted by petitioner on the issues defined and agreed upon by the parties. Petitioner also averred that the RTC erred in deciding the case on issues different from those defined and agreed upon by the parties during the pre-trial conference and that the trial court further erred in dismissing the amended complaint.

On September 9, 2005, the CA rendered its Decision dismissing herein petitioner's appeal for lack of merit and affirming the assailed Decision of the RTC.

Petitioner filed a motion for reconsideration, but the CA denied it in its Resolution dated November 16, 2005.

Hence, the present petition with the following assignment of errors:

IV.1. IN AFFIRMING THE DECISION OF THE TRIAL COURT IN DISMISSING THE AMENDED COMPLAINT AGAINST THE PNB, THE APPELLATE COURT COMMITTED A REVERSIBLE ERROR;

IV.2. IN HOLDING THAT "NOTWITHSTANDING THE DISMISSAL OF THE AMENDED COMPLAINT AS AGAINST PNB, THE TRIAL COURT IN ITS DECISION NONETHELESS FULLY PASSED UPON THE MERITS OF APPELLANT'S CAUSE OF ACTION AGAINST THE SAID MORTGAGEE BANK," THE APPELLATE COURT COMMITTED A REVERSIBLE ERROR;

IV.3. AS A NECESSARY CONSEQUENCE OF THE ERROR IV.2, THE RULING OF THE APPELLATE COURT THAT PNB IS A MORTGAGEE, BUYER AND LATER SELLER IN GOOD FAITH, IS A REVERSIBLE ERROR;

IV.4. THE DECISION, ANNEX A, ERRED IN REJECTING PETITIONER'S ARGUMENTS THAT PNB DID NOT ACQUIRE OWNERSHIP OVER THE PROPERTY IN QUESTION;

IV.5. THE DECISION, ANNEX A, ERRED IN RULING THAT PETITIONER'S CONTENTION THAT

THE TRIAL COURT DECIDED THE CASE UPON SUCH ISSUES DIFFERENT FROM THOSE AGREED UPON DURING THE PRE-TRIAL CONFERENCE DESERVES SCANT CONSIDERATION; AND

IV.6. THE DECISION, ANNEX A, ERRED IN RULING THAT PETITIONER IS NOT ENTITLED TO HER CAUSE OF ACTION OF RECONVEYANCE.[16]

In her first assigned error, petitioner contends that Section 6, Rule 18 of the Rules of Court does not require another pre-trial, as well as the filing of another pre-trial brief, when the complaint is amended to implead another defendant.

The Court does not agree.

In *Tiu v. Middleton*,^[17] the Court, giving emphasis on the importance of a pre-trial, held that:

Pre-trial is an answer to the clarion call for the speedy disposition of cases. Although it was discretionary under the 1940 Rules of Court, it was made mandatory under the 1964 Rules and the subsequent amendments in 1997. Hailed as "the most important procedural innovation in Anglo-Saxon justice in the nineteenth century, pre-trial seeks to achieve the following:

- (a) The possibility of an amicable settlement or of a submission to alternative modes of dispute resolution;
- (b) The simplification of the issues;
- (c) The necessity or desirability of amendments to the pleadings;
- (d) The possibility of obtaining stipulations or admissions of facts and of documents to avoid unnecessary proof;
- (e) The limitation of the number of witnesses;
- (f) The advisability of a preliminary reference of issues to a commissioner;
- (g) The propriety of rendering judgment on the pleadings, or summary judgment, or of dismissing the action should a valid ground therefor be found to exist;
- (h) The advisability or necessity of suspending the proceedings; and
- (i) Such other matters as may aid in the prompt disposition of the action.[18]

In consonance with these objectives, Section 6, Rule 18 of the Rules of Court, as amended, provides:

SEC. 6. Pre-trial brief. - The parties shall file with the court and serve on the adverse party, in such manner as shall ensure their receipt thereof at least three (3) days before the date of the pre-trial, their respective pre-trial briefs which shall contain, among others:

- (a) A statement of their willingness to enter into amicable settlement or alternative modes of dispute resolution, indicating the desired terms thereof;
- (b) A summary of admitted facts and proposed stipulation of facts;
- (c) The issues to be tried or resolved;
- (d) The documents or exhibits to be presented, stating the purpose thereof;
- (e) A manifestation of their having availed, or their intention to avail, themselves of discovery procedures or referral to commissioners; and
- (f) The number and names of the witnesses, and the substance of their respective testimonies.

Failure to file the pre-trial brief shall have the same effect as failure to appear at the pre-trial.

The pre-trial brief serves as a guide during the pre-trial conference so as to simplify, abbreviate and expedite the trial if not to dispense with it. It is a device essential to the speedy disposition of disputes, and parties cannot brush it aside as a mere technicality.^[19] In addition, pre-trial rules are not to be belittled or dismissed, because their non-observance may result in prejudice to a party's substantive rights. Like all rules, they should be followed except only for the most persuasive of reasons when they may be relaxed to relieve a litigant of an injustice not

commensurate with the degree of his thought[less]ness in not complying with the procedure.[20]

Petitioner posits that even if an amended complaint is filed for the purpose of impleading another party as defendant, where no additional cause of action was alleged and the amount of prayer for damages in the original complaint was the same, another pre-trial is not required and a second pre-trial brief need not be filed.

It must be pointed out, however, that in the cases[21] cited by petitioner to support her argument, the Court found no need for a second pre-trial precisely because there are no additional causes of action alleged and the impleaded defendants merely adopted and repleaded all the pleadings of the original defendants. Petitioner's reliance on the above-cited cases is misplaced because, in the present case, the RTC correctly found that petitioner had a separate cause of action against PNB. A separate cause of action necessarily means additional cause of action. Moreover, the defenses adopted by PNB are completely different from the defenses of Lim and Rodriguez, necessitating a separate determination of the matters enumerated under Section 6, Rule 18 of the Rules of Court insofar as PNB and petitioner are concerned. On these bases, we find no error in the ruling of the CA which sustained the trial court's dismissal of the amended complaint against PNB for failure of petitioner to file her pre-trial brief.

Corollarily, Sections 4 and 5 of the same Rule state:

Sec. 4. Appearance of parties. - It shall be the duty of the parties and their counsel to appear at the pre-trial. The non-appearance of a party may be excused only if a valid cause is shown therefor or if a representative shall appear in his behalf fully authorized in writing to enter into an amicable settlement, to submit to alternative modes of dispute resolution, and to enter into stipulations or admissions of facts and of documents.

Sec. 5. Effect of failure to appear. - The failure of the plaintiff to appear when so required pursuant to the next preceding section shall be cause for dismissal of the action. The dismissal shall be with prejudice, unless otherwise ordered by the court. x x x

In the present case, the Court observes that in the Order of the RTC dated June 6, 2000,[22] the trial court noted the absence of both the petitioner and her counsel during the scheduled pre-trial conference with respect to the amended complaint impleading PNB. Under the above-quoted Rules, such absence is an additional ground to dismiss the action against PNB.

Whether an order of dismissal should be maintained under the circumstances of a particular case or whether it should be set aside depends on the sound discretion of the trial court.[23] Considering the circumstances established on record in the instant case, the Court finds no cogent reason to set aside the order of the RTC dismissing the complaint of petitioner against PNB.

With respect to the second and third assignment of errors, petitioner argues that the CA erred in sustaining the RTC when it passed upon the merits of petitioner's cause of action against PNB notwithstanding the fact that the complaint against the latter was already dismissed. Petitioner contends that a person who was not impleaded in a case could not be bound by the decision rendered therein. Petitioner then proceeds to conclude that the CA erred in sustaining the trial court's finding that PNB was a mortgagee, buyer and seller in good faith.

The Court is not persuaded.

It is true that the judgment of the trial and appellate courts in the present case could not bind the PNB for the latter is not a party to the case. However, this does not mean that the trial and appellate courts are precluded from making findings which are necessary for a just, complete and proper resolution of the issues raised in the present case. The Court finds no error in the determination by the trial and appellate courts of the question of whether or not PNB was a mortgagee, buyer and, later on, seller in good faith as this would bear upon the ultimate issue of whether petitioner is entitled to reconveyance.

Petitioner insists that PNB is not a mortgagee in good faith asserting that, if it only exercised due diligence, it would have found out that petitioner and her husband were already in adverse possession of the subject property as early as two years before the same was sold to them. This claim, however, is contradicted by no less than petitioner's averments in her Brief filed with the CA wherein she stated that "[i]mmmediately after the sale, the land was delivered to Isaac Agatep x x x Since that time up to the present, Isaac Agatep and after his death, the Appellant have been in continuous, uninterrupted, adverse and public possession of the said parcel of land." [24] The foregoing assertion only shows that petitioner's husband took possession of the subject lot only after the same was sold to him.

In any case, the Court finds no error in the findings of both the RTC and the CA that PNB is indeed an innocent mortgagee for value. When the lots were mortgaged to PNB by Lim, the titles thereto were in the latter's name, and they showed neither vice nor infirmity. In accepting the mortgage, PNB was not required to make any further investigation of the titles to the properties being given as security, and could rely entirely on what was stated in the aforesaid title. The public interest in upholding the indefeasibility of a certificate of title, as evidence of the lawful ownership of the land or of any encumbrance thereon, protects a buyer or mortgagee who, in good faith, relies upon what appears on the face of the certificate of title. [25]

In her fourth assigned error, petitioner contends that PNB did not acquire ownership over the disputed lot because the said property was not delivered to it. Petitioner asserts that the execution of a public document does not constitute sufficient delivery to PNB, considering that the subject property is in the adverse possession, under claim of ownership, of petitioner and her predecessor-in-interest. Petitioner further assails the ruling of the CA that PNB, who was the buyer in the foreclosure sale, became the absolute owner of the property purchased when it consolidated its ownership thereof for failure of the mortgagor Lim to redeem the subject property during the period of one year after the registration of the sale.

The Court finds petitioner's arguments untenable.

The Court's ruling in *Manuel R. Dulay Enterprises, Inc. v. Court of Appeals* [26] is instructive, to wit:

Petitioner's contention that private respondent Torres never acquired ownership over the subject property since the latter was never in actual possession of the subject property nor was the property delivered to him is also without merit.

Paragraph 1, Article 1498 of the New Civil Code provides:

When the sale is made through a public instrument, the execution thereof shall be equivalent to the delivery of the thing which is the object of the contract, if from the deed the contrary does not appear or cannot clearly be inferred.

Under the aforementioned article, the mere execution of the deed of sale in a public document is equivalent to the delivery of the property. Likewise, this Court had held that:

It is settled that the buyer in a foreclosure sale becomes the absolute owner of the property purchased if it is not redeemed during the period of one year after the registration of the sale. As such, he is entitled to the possession of the said property and can demand it at any time following the consolidation of ownership in his name and the issuance to him of a new transfer certificate of title. The buyer can, in fact, demand possession of the land even during the redemption period except that he has to post a bond in accordance with Section 7 of Act No. 3133, as amended. No such bond is required after the redemption period if the property is not redeemed. Possession of the land then becomes an absolute right of the purchaser as confirmed owner.

Therefore, prior physical delivery or possession is not legally required since the execution of the Deed of Sale is

deemed equivalent to delivery.[27]

This ruling was reiterated in *Spouses Sabio v. The International Corporate Bank, Inc.*[28] wherein it was held that:

Notwithstanding the presence of illegal occupants on the subject property, transfer of ownership by symbolic delivery under Article 1498 can still be effected through the execution of the deed of conveyance. As we held in *Power Commercial and Industrial Corp. v. Court of Appeals* [274 SCRA 597, 610], the key word is control, not possession, of the subject property. Considering that the deed of conveyance proposed by respondents did not stipulate or infer that petitioners could not exercise control over said property, delivery can be effected through the mere execution of said deed.

x x x It is sufficient that there are no legal impediments to prevent petitioners from gaining physical possession of the subject property. As stated above, prior physical delivery or possession is not legally required and the execution of the deed of sale or conveyance is deemed equivalent to delivery. This deed operates as a formal or symbolic delivery of the property sold and authorizes the buyer or transferee to use the document as proof of ownership. Nothing more is required.[29]

Thus, the execution of the Deed of Sale in favor of PNB, after the expiration of the redemption period, is deemed equivalent to delivery.

As to petitioner's contention that the execution of a public document in favor of PNB did not constitute sufficient delivery to it because the property involved is in the actual and adverse possession of petitioner and her husband, it must be noted that petitioner and her husband's possession of the disputed lot is derived from their right as buyers of the subject parcel of land. As buyers or transferees, petitioner and her husband simply stepped into the shoes of Lim, who, prior to selling the subject property to them, mortgaged the same to PNB. As Lim's successors-in-interest, their possession could not be said to be adverse to that of Lim. Thus, they are also bound to recognize and respect the mortgage entered into by the latter. Their possession of the disputed lot could not, therefore, be considered as a legal impediment which could prevent PNB from acquiring ownership and possession thereof.

It bears to reiterate the undisputed fact, in the instant case, that Lim mortgaged the subject property to PNB prior to selling the same to petitioner's husband. Settled is the rule that a mortgage is an accessory contract intended to secure the performance of the principal obligation. One of its characteristics is that it is inseparable from the property. It adheres to the property regardless of who its owner may subsequently be.[30]

This is true even in the case of a real estate mortgage because, pursuant to Article 2126 of the Civil Code, the mortgage directly and immediately subjects the property upon which it is imposed, whoever the possessor may be, to the fulfillment of the obligation for whose security it was constituted. It is inseparable from the property mortgaged as it is a right in rem - a lien on the property whoever its owner may be. It subsists notwithstanding a change in ownership; in short, the personality of the owner is disregarded. Thus, all subsequent purchasers must respect the mortgage whether the transfer to them be with or without the consent of the mortgagee, for such mortgage until discharged follows the property.[31]

Petitioner avers that she and her husband were not aware of the mortgage contract which was executed between PNB and Lim prior to the sale of the subject property by the latter to her husband. The fact remains, however, that the mortgage was registered and annotated on the certificate of title covering the subject property.

It is settled that registration in the public registry is notice to the whole world.[32] Every conveyance, mortgage, lease, lien, attachment, order, judgment, instrument or entry affecting registered land shall, if registered, filed or entered in the Office of the Register of Deeds of the province or city where the land to which it relates lies, be

constructive notice to all persons from the time of such registering, filing or entering.[33] Under the rule of notice, it is presumed that the purchaser has examined every instrument of record affecting the title. Such presumption may not be rebutted. He is charged with notice of every fact shown by the record and is presumed to know every fact shown by the record and to know every fact which an examination of the record would have disclosed. This presumption cannot be overcome by any claim of innocence or good faith. Otherwise, the very purpose and object of the law requiring a record would be destroyed. Such presumption cannot be defeated by proof of want of knowledge of what the record contains any more than one may be permitted to show that he was ignorant of the provisions of the law. The rule that all persons must take notice of the facts which the public record contains is a rule of law. The rule must be absolute; any variation would lead to endless confusion and useless litigation.[34] In the present case, since the mortgage contract was registered, petitioner may not claim lack of knowledge thereof as a valid defense. The subsequent sale of the property to petitioner's husband cannot defeat the rights of PNB as the mortgagee and, subsequently, the purchaser at the auction sale whose rights were derived from a prior mortgage validly registered.

In her fifth assignment of error, petitioner contends that the trial court deviated from the issues identified in the Pre-Trial Order and that the case was decided on issues different from those agreed upon during the pre-trial. Settled is the rule that a pre-trial order is not meant to be a detailed catalogue of each and every issue that is to be or may be taken up during the trial. Issues that are impliedly included therein or may be inferable therefrom by necessary implication are as much integral parts of the pre-trial order as those that are expressly stipulated.[35] In the case before us, a cursory reading of the issues enumerated in the Pre-Trial Order of the RTC would readily show that the complete and proper resolution of these issues would necessarily include all other matters pertinent to determining whether herein petitioner is the lawful owner of the subject property and is, therefore, entitled to reconveyance. It would be illogical not to touch on the question of whether the mortgage contract between Lim and PNB is binding on petitioner and her husband or whether PNB lawfully foreclosed and acquired ownership of the subject property because a resolution of these issues is determinative of whether there are no impediments in petitioner and her husband's acquisition of ownership of the disputed lot.

Coming to the last assigned error, the Court agrees with the disquisition of the CA that an action for reconveyance is one that seeks to transfer property, wrongfully registered by another, to its rightful and legal owner.[36] From the foregoing discussions, the Court finds no sufficient reason to depart from the findings of the RTC and the CA that, based on the evidence on record, there was no wrongful registration of the property, first in the name of PNB as the purchaser when the property was auctioned and, subsequently, in the name of respondent Rodriguez who bought the subject property when the same was offered for sale by PNB. Hence, the CA did not commit error in affirming the RTC's dismissal of herein petitioner's complaint for reconveyance.

WHEREFORE, the petition is DENIED. The assailed Decision and Resolution of the Court of Appeals, dated September 9, 2005 and November 16, 2005, respectively, in CA-G.R. CV No. 83163 are AFFIRMED.

SO ORDERED.

Quisumbing,[**] Carpio, (Chairperson), Chico-Nazario, and Abad,[***] JJ., concur.

[*] Referred to as Norberta in some parts of the rollo and records.

[**] Designated to sit as an additional member in lieu of Associate Justice Antonio Eduardo B. Nachura per Special Order No. 755 dated October 12, 2009.

[***] Designated to sit as an additional member in lieu of Associate Justice Presbitero J. Velasco, Jr. per Special

Order No. 753 dated October 12, 2009.

[1] Penned by Associate Justice Martin S. Villarama, Jr., with Associate Justices Regalado E. Maambong and Lucenito N. Tagle, concurring; rollo, pp. 39-50.

[2] Id. at 52.

[3] Exhibit "C," records, p. 384.

[4] See Certificate of Sheriff's Sale, Exhibit "F," id. at 388.

[5] See Deed of Sale, Exhibit "D," id. at 386.

[6] Exhibit "1," id. at 46.

[7] See Deed of Absolute Sale of a Parcel of Land, Exhibit "A," id. at 382.

[8] See Deed of Absolute Sale, Exhibit "H," id. at 390-392.

[9] Exhibit "I," id. at 393.

[10] Records, pp. 1-6.

[11] Id. at 212-217.

[12] Id. at 258-260.

[13] Id. at 603-630.

[14] Per records, this should be TCT No. T-89400.

[15] Records, p. 630.

[16] Rollo, pp. 16-28.

[17] 369 Phil. 829 (1999).

[18] *Tiu v. Middleton*, *supra*, at 835.

[19] Id. at 837.

[20] *Manigo K. Ramos v. Spouses Purita G. Alvendia and Oscar Alvendia, et al.*, G.R. No. 176706, October 8, 2008, citing *Saguid v. Court of Appeals*, 403 SCRA 678, 684 (2003).

[21] *Pioneer Insurance & Surety Corporation v. Hontanosas*, 168 Phil. 608 (1977); *Insurance Company of North America v. Republic*, No. L-26794, November 15, 1967, 21 SCRA 887.

[22] Records, p. 286.

[23] *Republic v. Oleta*, G.R. No. 156606, August 17, 2007, 530 SCRA 534, 540.

[24] CA rollo, pp. 97-98.

[25] *Bank of Commerce v. San Pablo, Jr.*, G.R. No. 167848, April 27, 2007, 522 SCRA 713, 726, citing *Cavite Development Bank v. Spouses Lim*, 381 Phil. 355, 368 (2000).

[26] G.R. No. 91889, August 27, 1993, 225 SCRA 678.

[27] Id. at 686-687.

[28] 416 Phil. 785 (2001).

[29] Id. at 820-821.

[30] Republic v. Lim, G.R. No. 161656, June 29, 2005, 462 SCRA 265, 287-288.

[31] Ligon v. Court of Appeals, G.R. No. 107751, June 1, 1995, 244 SCRA 693, 700-701.

[32] Olizon v. Court of Appeals, G.R. No. 107075, September 1, 1994, 236 SCRA 148, 159.

[33] Presidential Decree No. 1529, Sec. 52; Guaranteed Homes, Inc. v. Heirs of Maria P. Valdez, et al., G.R. No. 171531, January 30, 2009.

[34] Armed Forces and Police Mutual Benefit Association, Inc. v. Santiago, G.R. No. 147559, June 27, 2008, 556 SCRA 46, 56-57; Binan Steel Corporation v. Court of Appeals, 439 Phil. 688, 702 (2002).

[35] LCK Industries Inc. v. Planters Development Bank, G.R. No. 170606, November 23, 2007, 538 SCRA 634, 649, citing Velasco v. Apostol, 173 SCRA 228, 232-233 (1989).

[36] New Regent Sources, Inc. v. Teofilo Victor Tanjuatco, Jr., et al., G.R. No. 168800, April 16, 2009; Heirs of Maximo Sanjorjo v. Heirs of Manuel Y. Quijano, G.R. No. 140457, January 19, 2005, 449 SCRA 15, 27.

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