

**FELISA R. FERRER, PETITIONER, DOMINGO CARGANILLO, SERGIO CARGANILLO, SOLEDAD AGUSTIN AND MARCELINA SOLIS, RESPONDENTS.**

*G.R. No. 170956. May 12, 2010*

Ponente: DEL CASTILLO, J.

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**DEL CASTILLO, J.:**

The concept of social function of private property which today is presented as one of the possible justifications for agrarian and urban land reform has its roots in the cosmogenic and philosophical concept which maintains that man must answer to the Creator for the use of the resources entrusted to him. It is an old concept and is ultimately related to the genesis of society itself. Hence, the use, enjoyment, occupation or disposition of private property is not absolute. It is predicated on the social functions of property. It is restricted in a sense so as to bring about maximum benefits to all and not to a few chosen individuals.[1]

This petition concerns four cases, involving herein petitioner Felisa R. Ferrer, jointly heard by the Provincial Agrarian Reform Adjudicator (PARAD), appealed to the Department of Agrarian Reform Adjudication Board (DARAB) and subsequently further appealed to the Court of Appeals (CA), to wit:

- DARAB Case No. 7862 "Felisa R. Ferrer v. Domingo Carganillo and Sergio Carganillo" for Ejectment and Damages;
- DARAB Case No. 7863 "Felisa R. Ferrer v. Soledad Agustin" for Ejectment and Damages;
- DARAB Case No. 7864 "Rosa Pajarito, Elvira Madolora and Anastacia Lagado represented by Felisa R. Ferrer v. Marcelina Solis" for Ejectment and Damages;
- DARAB Case No. 7865 "Irene Aguinaldo and Felisa R. Ferrer v. Marcelina Solis" for Ejectment and Damages.

For clarity, each case will be tackled independently as each involved different set of facts.

**Factual Antecedents**

**a) DARAB Case No. 7862**

In her Complaint,[2] petitioner Felisa R. Ferrer (Felisa) alleged that she is the owner of a 6,000-square meters lot under Tax Declaration No. 42-06462, situated at Brgy. Legaspi, Tayug, Pangasinan and being tenanted by respondent Domingo Carganillo (Domingo). Without her knowledge and consent, Domingo subleased the subject landholding to his brother, herein respondent Sergio Carganillo (Sergio) for P15,000.00. Felisa only knew of this fact when she visited the place and found Sergio in actual possession and cultivation of the landholding in question.

In his Answer,[3] Domingo denied that he mortgaged his possessory rights to Sergio and asserted that he is still in

actual, continuous and peaceful possession of subject property.

Meanwhile, upon a verbal complaint lodged by Felisa with the Municipal

Agrarian Reform Office (MARO) of Tayug, Pangasinan, MARO Legal Officer Dionisio G. Estimada (Estimada) conducted an investigation on the matter.

In his December 19, 1997 Investigation Report,[4] Estimada stated that based on the testimony he had gathered from other people, the cultivation and possession of the subject landholding was subleased by Domingo to Sergio as the former was applying for work abroad.[5] In fact, Domingo admitted the existence of the sublease.[6] Thus, based on the foregoing, Estimada recommended that Sergio and Domingo be ejected from the subject landholding.[7]

The Affidavit of Angela N. Clarion (Clarion) was also submitted to corroborate the Investigation Report.[8] Clarion averred that Domingo mortgaged his tenancy rights over the subject agricultural land to Sergio, and that the latter is presently cultivating the said land by virtue of such mortgage.[9]

#### Ruling of the PARAD

In an Order[10] dated January 20, 1998, the PARAD required the parties to submit their respective position papers within 20 days from said date. Felisa filed her position paper for all the four cases, attaching thereto the Investigation Report of Estimada, as well as the corroborating affidavits of Clarion and Gelacio Gano (Gano). Sergio, on the other hand, admitted that he helps his older brother, Domingo, in cultivating the landholding[11] but he denied subleasing the same from Domingo.[12]

In addition, respondents presented the affidavits of (1) Mariano Orina

(Mariano), tenant of the adjacent agricultural land, who attested that Domingo is the one who supervises the activities in his tenanted land;[13] (2) Barangay Agrarian Reform Council (BARC) Chairman Valentin Costales (Costales), who stated that he does not know of any violation that Domingo has committed against the landowner;[14] and (3) Barangay Kagawad Arsenio R. Frago (Frago), who maintained that Domingo has not violated any provision of the Land Reform Code.[15]

On April 8, 1998, PARAD Rodolfo A. Caddarao (Caddarao) issued a Decision[16] holding that:

In a situation such as this, the complainant has the burden of proof to show by convincing evidence the truth of her allegations. In the case at bar the complainant failed to prove by clear and convincing evidence that there is subleasing or mortgage of the property by the respondent tenant. Hence, the herein action must necessarily fail.

WHEREFORE, premises considered, the complaint in the instant case is hereby DISMISSED for lack of evidence and merit.

SO ORDERED.

Aggrieved, Felisa appealed to the DARAB.

#### Ruling of the DARAB

In her appeal memorandum[17] dated October 7, 1998, Felisa asserted that the PARAD erred in failing to give credence to the Investigation Report of the MARO legal officer. She likewise presented for the first time an original copy of the Katulagan[18] (Agreement) to prove that Domingo obtained a loan in the amount of P15,000.00 from Sergio. Felisa argued that she has established, by more than substantial evidence, that Domingo has indeed conveyed his leasehold rights to Sergio for said amount.

On January 27, 2004, the DARAB rendered its Decision[19] affirming the findings of the PARAD that Felisa failed to substantiate her allegation of subleasing.

Felisa thence elevated the matter to the CA through a Petition for Review[20] dated December 6, 2004.

#### Ruling of the Court of Appeals

On August 22, 2005, the CA rendered a Decision[21] affirming the DARAB Decision. The dispositive portion of the CA Decision reads:

WHEREFORE, premises considered, the petition is hereby DISMISSED. The assailed Decision dated January 27, 2004 and the Resolution dated October 18, 2004 are hereby AFFIRMED.[22]

#### Our Ruling

##### a) DARAB Case No. 7862

Petitioner argues that the CA erred in not finding that Domingo subleased or mortgaged his landholding rights to Sergio which warrants their ejectment from the subject landholding. Petitioner asserts that: (1) the law is explicit that the tenant and his immediate family must work directly on the land; (2) Sergio cannot pass as Domingo's immediate family; (3) as evidenced by the Katulagan, Sergio has been cultivating the land for more than two years prior to the filing of the complaint; and (4) when Domingo subleased the land to Sergio, he is considered as having abandoned the land as a tenant.[23] She further stresses that respondents' admission, coupled with the finding of the DARAB that Sergio is tilling the land, proved subtenancy. Consequently, she prays that the lease tenancy relationship between the contending parties be declared terminated.

Domingo, on the other hand, denies that he subleased or mortgaged his tenancy rights to anyone. He claims that he complied with all his obligations under the leasehold agreement over the subject agricultural land, and thus prays for the dismissal of the case.

The petition is impressed with merit.

The DARAB erred in disregarding the Katulagan (Agreement) as evidence.

The DARAB held that the Katulagan is inadmissible in evidence because it was not formally offered before the PARAD, citing our ruling in *People v. Mongado*. [24] On appeal, however, the CA considered the Katulagan, but found the same to be a mere promissory note tending to prove indebtedness and not as an evidence of mortgage.

We cannot subscribe with the reasoning of the DARAB. The Rules of Court, particularly the Revised Rules on Evidence, are specifically applicable to judicial proceedings, to wit:

Section 1. Evidence defined. - Evidence is the means, sanctioned by these rules, of ascertaining in a judicial proceeding the truth respecting a matter of fact.

Sec. 2. Scope. - The rules of evidence shall be the same in all courts and in all trials and hearings except as otherwise provided by law or these rules. [25] (Emphasis supplied)

In quasi judicial proceedings, the said rules shall not apply except "by analogy or in a suppletory character and whenever practicable and convenient". [26] In the instant case, the then prevailing DARAB Rules of Procedures [27] provide that:

Section 2. Construction. These Rules shall be liberally construed to carry out the objectives of agrarian reform and to promote just, expeditious and inexpensive adjudication and settlement of agrarian cases, disputes or controversies.

x x x x

Section 3. Technical Rules Not Applicable. The Board and its Regional and Provincial Adjudicators shall not be bound by technical rules of procedure and evidence as prescribed in the Rules of Court, but shall proceed to hear and decide all agrarian cases, disputes or controversies in a most expeditious manner, employing all reasonable means to ascertain the facts of every case in accordance with justice and equity.

a) If and when a case comes up for adjudication wherein there is no applicable provision under these rules, the procedural law and jurisprudence generally applicable to agrarian disputes shall be applied;

b) The Adjudication Board (Board), and its Regional Agrarian Reform Adjudicators (RARADs) and Provincial Agrarian Reform Adjudicators (PARADs) hereinafter referred to as Adjudicators, shall have the authority to adopt any appropriate measure or procedure in any given situation or matter not covered by these Rules. All such special measures or procedures and the situations to which they have been applied must be reported to the Board; and

c) The provisions of the Rules of Court shall not apply even in a suppletory character unless adopted herein or by resolution of the Board. However, due process of the law shall be observed and followed in all instances. (Emphasis supplied)

The DARAB Rules of Procedures explicitly provides that the Agrarian Reform Adjudicators are not bound by technical rules of procedure and evidence in the Rules of Court nor shall the latter apply even in a suppletory manner. Thus, we find that the DARAB erred in holding the Katulagan as inadmissible since it was not formally offered and admitted.[28] Moreover, reliance on our ruling in *People v. Mongado*, i.e., that "[t]he court shall consider no evidence which has not been formally offered," is misplaced. We simply cannot find any legal basis for the DARAB to cite our ruling in a criminal case; [29] the fundamental rule found in Rule 132 of the Rules of Court does not find any application in this agrarian case.

Petitioner has sufficiently proven by clear and convincing evidence the fact of subleasing.

The PARAD summed up the evidence presented by both parties as follows:

In the instant case, the evidence for the complainant are as follows:

1. Exhibit 1 - Photocopy of an Investigation Report dated December 19, 1997 submitted by Legal Officer I Dionisio Estimada to the Legal Services Division of DAR wherein he stated in his findings that "Verily, the tenants, particularly Domingo Carganillo, who actually and finally accepted that he subleased the land to another is clear and blatant violation against the landowner and co-owner for that matter". Hence, he recommended that Domingo Carganillo and Sergio Carganillo be ejected from the landholding.
2. Exhibit 2 - Affidavit dated January 21, 1998 of one Angela [Clarion] wherein she stated that she knew for a fact that Domingo Carganillo mortgaged his tenancy rights in 1995 to his brother Sergio Carganillo.

On the part of the respondent Domingo Carganillo, his evidence are:

1. Exhibit 1 - The affidavit of one Sergio Carganillo, the other respondent and brother of respondent Domingo Carganillo denying that the land was mortgaged by his brother to him and stated that he usually help his brother to do some works in the landholding.
2. Exhibit 2 - Affidavit dated February 3, 1998 of one Mariano Orina stating that being a tenant in the adjoining landholding, he knows that Domingo Carganillo is always present doing or supervising the activities in his field.

3. Exhibit 3 - Sworn statement of Valentin Costales, the incumbent Barangay Agrarian Reform Council Chairman of the place where the property is located attesting that Domingo and Sergio Carganillo never violated any agrarian laws.

4. Exhibit 4 - Sworn statement issued by one of the incumbent Barangay Kagawads having jurisdiction of the land in suit, stating also to the fact that respondents never violated any agrarian laws.

The PARAD assessed the evidence submitted and held that Felisa failed to discharge the burden of proof of establishing her allegations, to wit:

After a careful assessment of the facts and evidence presented, the Board is of the view and so holds that there is no evidence showing that respondent Domingo Carganillo subleased the land to his brother Sergio Carganillo. The investigation report dated December 19, 1997 of Legal Officer I Dionisio Estimada (Exhibit 1 of complaint) is not conclusive. His conclusion that Domingo Carganillo accepted to him that he subleased the property could not be accepted by this Board as fact. There is no evidence showing that Domingo Carganillo accepted said matter to him. The Board cannot be compelled to accept the report as true since, in the first place it had not ordered such investigation.

On appeal, the DARAB concurred with the findings of the PARAD stating that:

One of the contentions invoked by the complainant-appellant is that the landholding in question was subleased by herein respondent-appellee to his co-respondent Sergio Carganillo, who is in actual possession and cultivation thereof. This contention, however, cannot be given due consideration. The Honorable Adjudicator a quo correctly ruled that there was no subleasing in this case.

At this juncture, it is better to define what a sub-lessee means. In the case of *Santiago vs. Rodrigo, et al.*, CA-G.R. No. 33651-R, June 3, 1965, "sub-tenant or sub-lessee" has been defined as "a person who rents all, or a portion of the leased premises, from the lessor for a term less than the original one, leaving a reversionary interest in the first lessee." Sub-leasing therefore, creates a new estate dependent upon, out of, and distinct from, the original leasehold. However, this is not true in the case at bar. Granting that Sergio Carganillo is working on the land tenanted by respondent-appellee, such is not in the nature of being a sub-lessee, but is merely helping his brother as an immediate member of the family to cultivate the land. The employment of respondent-appellee's brother to cultivate the landholding in question is not in any way prejudicial to the interest of the landowner. Also, it was ruled that the employment by the lessee of the members of his immediate farm household does not come within the prohibition (*De Guzman v. Santos*, 6 SCRA 796, November 30, 1962).

Since the issue of sub-leasing was not properly proved by substantial evidence, the same cannot be given favorable consideration.

On further appeal, the CA held thus:

Clearly, petitioner's assertion that respondent Domingo subleased the subject landholding to respondent Sergio cannot be given weight. She failed to prove with sufficient evidence neither the fact of subleasing the subject landholding nor the mortgaging of the possessory rights thereof to respondent Sergio. The document belatedly presented by petitioner and denominated as "Katulagan", is merely a promissory note which is a proof of indebtedness and not as evidence to prove mortgage.

We disagree with the findings of fact of the CA and the agencies below. The confluence of evidence shows that Felisa has clearly and convincingly established her allegation that Domingo subleased his landholding to Sergio, to wit:

a) The investigation conducted by MARO Legal Officer Estimada shows that Domingo admitted that the cultivation and possession of the subject landholding was subleased to Sergio as he was then applying for work

abroad.[30]

b) In her complaint, Felisa stressed that in one of her visits to the subject landholding prior to the filing of the said complaint, she discovered that Sergio, the sublessee, was in actual possession and cultivation of the landholding in question.[31] Petitioner further contended that Domingo subleased the said agricultural leasehold to Sergio for the amount of P15,000.00.[32]

c) The Katulagan or Agreement establishes that indeed Domingo was indebted to Sergio in the amount of P15,000.00.

d) The affidavit of Clarion, a resident of the municipality where the subject landholding lies, further corroborates the said facts when she narrated the series of events leading up to Sergio's possession of said agricultural land:

X X X X

That I know for a fact that the above-described parcel of land was under cultivation by one RICARDO PADILLO of Brgy. Amistad, Tayug, Pangasinan, formerly, but when the same went abroad, he transferred his tenancy right to DOMINGO CARGANILLO, who in the year 1995 mortgaged his tenancy rights to SERGIO CARGANILLO, his own brother;

That at present, the said parcel of land is under the cultivation of said SERGIO CARGANILLO;

X X X X

Domingo did not even affirm or deny in his answer that Estimada conducted an investigation and during such investigation, he admitted that he subleased subject landholding. It is totally against our human nature to just remain reticent and say nothing in the face of false accusations. The natural instinct of man impels him to resist an unfounded imputation. Hence, silence in such cases is almost always construed as implied admission of the truth thereof.

Likewise, the attestations of BARC Chairman Costales and Barangay Kagawad Frago that Domingo never violated his agreement with Felisa or any provision of the Land Reform Code, are conclusions of law bereft of any factual basis. Time and again, we have held that general statements, which are mere conclusions of law and not factual proof, are unavailing and do not suffice.

In view of the sublease, Domingo and Sergio should be dispossessed of the subject agricultural landholding.

Republic Act (RA) No. 3844 or the Agricultural Land Reform Code[33] is the governing statute in actions involving leasehold of agricultural land. The pertinent provisions thereof state as follows:

Sec. 36. Possession of Landholding; Exceptions. —Notwithstanding any agreement as to the period or future surrender of the land, an agricultural lessee shall continue in the enjoyment and possession of his landholding except when his dispossession has been authorized by the Court in a judgment that is final and executory if after due hearing it is shown that:

X X X X

(7) the lessee employed a sub-lessee on his landholding in violation of the terms of paragraph 2 of Section twenty seven.[34] (Emphasis supplied)

Sec. 37. Burden of Proof. —The burden of proof to show the existence of a lawful cause for the ejectment of an agricultural lessee shall rest upon the agricultural lessor.

The prohibition against subleasing an agricultural lease has already been in our statute books even prior to the enactment of RA 3844. RA 1199, of The Agricultural Tenancy Act enacted in 1954, similarly provides that:

SECTION 24. Prohibitions to Tenant: —

x x x x

(2) It shall be unlawful for a share-tenant to employ a sub-tenant to furnish labor or any phase of the work required of him under this Act, except in cases of illness or any temporary incapacity on his part, in which eventuality the tenant or any member of his immediate farm household is under obligation to report such illness or incapacity to the landholder. Payment to the sub-tenant, in whatever form, for services rendered on the land under this circumstance, shall be for the account of the tenant. (Emphasis supplied)

However, Section 4[35] of RA 3844 declared all share tenancy to be contrary to public policy and, in its stead, provided for the compulsory conversion of the sharing system into leasehold system where the tenant continues in possession of the land for cultivation.

In this case, Domingo subleased his agricultural landholding to Sergio. It is prohibited, except in the case of illness or temporary incapacity where he may employ laborers. Domingo does not claim illness or temporary incapacity in his Answer. Therefore, we hereby declare the dispossession of Domingo and Sergio from the subject agricultural land of the leaseholder.

b) DARAB Case No. 7863

Felisa is the owner of a parcel of land with an approximate area of 4,667 square meters registered under Transfer Certificate of Title No. T-51201.[36] She alleged that the duly instituted lessee of the agricultural land is the late Isabelo Ramirez (Isabelo).[37] During Isabelo's lifetime, he subleased said landholding to Soledad Agustin (Soledad), without Felisa's knowledge and consent.[38] She argued that the said act of her now deceased tenant is a ground for ejectment of Soledad, who is a mere sublessee.[39]

Ruling of the PARAD

After service of summons, Soledad filed her Answer dated January 20, 1998 affirming that Isabelo was the duly instituted tenant of the subject landholding. [40] Upon his death, his possessory rights passed on to his surviving spouse, who was not named in the Answer.[41] Soledad likewise alleged that said surviving spouse continues to cultivate the subject landholding.[42]

In compliance with the PARAD's Order dated January 20, 1998[43] requiring the parties to submit their respective position papers, Felisa filed a position paper for all four cases,[44] attaching thereto a copy of the Investigation Report of Estimada[45] and corroborating affidavit of Gano.[46]

The Investigation Report of the MARO Legal Officer Estimada stated that the lawful tenant was the late Isabelo and not Soledad. Meanwhile, Gano declared in his affidavit that he knew that Isabelo mortgaged his tenancy rights and possession to Soledad. He further averred that Soledad is presently cultivating said landholding, having acquired her tenancy rights from Isabelo through the alleged mortgage.

On the other hand, Soledad submitted the following affidavits: (1) her own affidavit wherein she denied that she is Felisa's tenant and contended that the true tenant is her sister-in-law Marina O. Ramirez (Marina), the widow of her brother, the deceased Isabelo; (2) Marina, who affirmed that she is the true tenant of Felisa as evidenced by the renewal of their leasehold contract dated May 30, 1997 and corroborated Soledad's statement that the latter does not possess any landholding owned or administered by Felisa; (3) BARC Chairman Costales, who declared that as per their records, Soledad is not the registered tenant of the petitioner nor has Soledad managed the

activities of the said landholding; (4) Timoteo Orina, owner of the adjoining agricultural land, who attested that Soledad never became a tenant, tiller or manager of subject landholding; and (5) Silverio C. Bugayong, incumbent Barangay Kagawad of Brgy. Amistad, who stated that Marina continued tilling the subject land after the death of her husband.[47] In addition, Soledad submitted the leasehold contract dated May 30, 1997 (Tulag ti Panagabang ti Talon), which showed that the leasehold formerly held by the deceased Isabelo is now with his widow, Marina.

On April 13, 1998, PARAD Caddarao, dismissed the complaint for lack of merit.[48]

Aggrieved, petitioner filed a Notice of Appeal dated April 30, 1998 with the PARAD signifying her intention to elevate the latter's April 13, 1998 Decision.[49]

#### Ruling of the DARAB

On January 7, 2004, the DARAB promulgated a Decision dismissing the appeal for lack of merit.[50]

#### Ruling of the Court of Appeals

In her Memorandum, petitioner asserted that the DARAB failed to resolve the issue of non-payment of lease raised in the companion cases.[51] The respondents did not file their memorandum.

On August 22, 2005, the CA rendered a Decision affirming the DARAB Decision.

#### Our Ruling

##### b) DARAB Case No. 7863

Felisa submits that the CA gravely erred in affirming the DARAB Decision dated January 7, 2004 by assuming that the case against Soledad was already subsumed in the said Decision and in not ordering or remanding the case to the DARAB for disposition or decision. Hence, Felisa now prays that we take a second "hard look" at the assailed CA Decision and Resolution in order to avoid a miscarriage of justice.

The new evidence presented by the petitioner in the Supplemental Motion for Reconsideration with Manifestation to the DARAB cannot be admitted.

On March 24, 2004, Felisa filed a Supplemental Motion for Reconsideration with Manifestation with the DARAB, allegedly as an expanded discussion on what she averred in her Motion for Reconsideration.[52]

We note though that aside from amplifying her arguments, petitioner likewise attached and referred to new pieces of evidence in the form of: (1) affidavit of Rudy O. Tubiera dated September 14, 2001;[53] (2) affidavit of Liberato Cabigas;[54] (3) affidavit of Alberto A. Millan dated July 26, 2002[55] and (4) survey plan.[56]

Section 12, Rule VIII of the 1994 DARAB New Rules of Procedures provide that "only one motion for reconsideration shall be allowed a party which shall be based on the ground that: (a) the findings of facts in the said decision, order or resolution are not supported by substantial evidence, or (b) the conclusions stated therein are against the law and jurisprudence". As expressed by the Rule, the office of the Motion for Reconsideration is not for the reception of new evidence. Hence, when Felisa submitted new pieces of evidence in her Supplemental Motion for Reconsideration, she went beyond the stated purpose of the Motion for Reconsideration. In which case, we rule that the new evidence presented by Felisa in the Supplemental Motion for Reconsideration with Manifestation to the DARAB cannot be admitted.

Petitioner has not established her claim of sublease.

We exhaustively went over the Petition for Review and Felisa's Memorandum submitted to the CA and found the same bereft of any issue, whether of fact or law, involving the case against Soledad. In her petition before the CA, Felisa presented the following arguments: (1) The DARAB erred in holding that there exists no valid ground to warrant the ejectment of Domingo and Sergio; and (2) The DARAB erred in considering only the issue of subleasing without giving credence to the issue of non-payment of lease rentals as ground for ejectment. Nowhere in the discussion portion of either pleadings can the name Soledad be found. Moreover, the issue presented in the case against Soledad is alleged subleasing and not non-payment of lease rentals. If there is no issue presented, then there is no controversy to resolve.

Similarly, in her appeal by certiorari before this Court, Felisa did not expound specifically on her issues with the decisions of the agencies below with respect to Soledad. Petitioner, however, questions the CA's affirmation of the DARAB Decision dated January 27, 2004.

We reiterate that the petitioner, as agricultural lessor, has the burden of proof to show the existence of a lawful cause for the ejectment of an agricultural lessee.[57] In support of her allegations, Felisa presented the Investigation Report of MARO Legal Officer Estimada and an affidavit of a resident of the barangay where both the original leaseholder Isabelo and the alleged sublessee, Soledad, reside. The full text of the Investigation Report with respect to his factual findings on the case against Soledad is as follows:

In the dispute against Soledad Agustin, the lawful tenant was Isabelo Ramirez and not Soledad Agustin. In the conference/mediation that was conducted it was discovered that the cultivator and possessor of the land is actually Isabelo Ramirez. This is also being covered by an Agricultural leasehold Contract.

The findings of fact as expressed above are not relevant and material to the question of sublease which the petitioner alleges.

On the other hand, the affidavit of Gano reads as follows:

x x x x

That I know for a fact that the above-described parcel of land was being cultivated formerly by the late, Isabelo Ramirez, a resident of Brgy. Amistad, Tayug, Pangasinan, Philippines;

That I also have the knowledge that prior to the death of said Isabelo Ramirez, the same mortgaged his tenancy rights and possession to Soledad Agustin and in fact, said Soledad Agustin is at present cultivating and in possession of the above-described landholding;

That to the best of my knowledge, the transfer of tenancy rights and possession from Isabelo Ramirez to Soledad Agustin by way of mortgage was made without the knowledge and consent of the owners thereof;

That I know of the above facts because being a resident of the same barangay with the former tenant and the present tenant of the said landholding, it is of common knowledge in our community that Soledad Agustin is presently cultivating the same landholding and that she acquired such tenancy rights from its former tenant by way of mortgage;

x x x x

In contrast to the Carganillo case above, the evidence presented by Felisa with respect to Soledad is uncorroborated and unsubstantial. Hence, we rule that Felisa has not discharged her burden of establishing her claim of sublease.

c) DARAB Case No. 7864 and d) DARAB Case No. 7865

In DARAB Case No. 7864, the first case against respondent Marcelina Solis (Marcelina), Felisa represented that the tenant of the landholding, Pedro Solis (Pedro), died in June 1997 and was survived by his wife, Marcelina.[58] She further alleged that Marcelina took over the cultivation of the 14,000-square meter landholding without her knowledge and consent.[59] In addition, during the lifetime of Pedro, the latter failed to pay lease rentals for three consecutive years from 1995 to 1997.[60] Hence, the case for ejectment against Marcelina.[61]

With respect to the second case (DARAB Case No. 7865), Irene Aguinaldo and Felisa co-owned a 6,830.5-square meter landholding tenanted by Marcelina.[62] Felisa averred that Marcelina has not fully paid the rental for the use of the land on the third cropping season.[63] Hence, the second case for ejectment against Marcelina.[64]

#### Ruling of the PARAD

In her Answer, Marcelina specifically denied Felisa's allegation of arrears in lease rentals from 1995 to 1997.[65] With respect to the second complaint, she admitted that while it is true that there were times that the subject landholding were planted with palay on third cropping, this is not regular.[66] Moreover, she averred that if ever the said landholding were planted with palay on third cropping and yields produce, the landowner is given her due share.[67]

After submission of their respective position papers, the PARAD promulgated a Decision dated April 14, 1998 dismissing both cases for lack of merit and evidence.[68]

#### Rulings of the DARAB and the Court of Appeals

The DARAB dismissed the appeal for lack of merit and affirmed the Decision of the PARAD in toto.[69] On Petition for Review under Rule 43 to the CA, the appellate court affirmed the ruling of the DARAB with respect to the issue of non-payment of lease rentals. On which basis, the CA dismissed the petition.

#### Our Ruling

c) DARAB Case No. 7864 and d) DARAB Case No. 7865

DARAB Case No. 7864 should be dismissed for failure of Felisa to properly indicate the appealing party.

With respect to the first case against Marcelina, we resolve to dismiss the appeal of Felisa. Section 5 of Rule 45 provides that the failure of the petitioner to comply, among others, with the contents of the petition for review on certiorari shall be sufficient ground for the dismissal thereof. Section 4 of the same rule mandates, among others, that the petition should state the full name of the appealing party as the petitioner. In this case, Felisa indicated in the caption as well as in the parties portion of the petition that she is the landowner. Even in the verification and certification of non-forum shopping, Felisa attested that she is the petitioner in the instant case. However, it appears in the PARAD records that the owners of the subject 14,000-square meter agricultural land are Rosa R. Pajarito (Pajarito), Elvira A. Madolora (Madolora) and Anastacia F. Lagado (Lagado).[70] Felisa is only the representative of the said landowners with respect to the first case against Marcelina.[71] Thus, for failure of Felisa to indicate the appealing party with respect to the said case, the appeal must perforce be dismissed. However, such failure does not affect the appeal on the other three cases as Felisa is the owner/co-owner of the landholdings subject of said three cases.

Procedural lapse aside, DARAB Case No. 7864 should still be dismissed for failure of Felisa to establish her

principals' claim.

In her Complaint dated October 6, 1997, Felisa, in representation of landowners Pajarito, Madolora and Lagado, alleged that Pedro failed to pay the lease rental for the 14,000-square meter land for agricultural years 1995, 1996 and 1997.[72] Subsequently, Pedro died and his widow, Marcelina took over the tenancy and cultivation of the said land.[73] On the other hand, Marcelina sufficiently rebutted the allegation of non-payment by presenting evidence to show that the landowners' share was received by therein complainants' administrator, to wit:

Exhibit "1"—

Receipt dated March 30, 1995 issued by Irene M. Aguinaldo evidencing receipt of their share of the produce of the subject land;

Exhibit "4"—

Receipt dated October 21, 1995 issued by Irene M. Aguinaldo evidencing receipt of their share of the produce;

Exhibit "5"—

Receipt dated March 23, 1996 issued by Irene M. Aguinaldo evidencing receipt of their share of the produce;

Exhibit "7"

Receipt dated November 17, 1996 issued by Irene M. Aguinaldo evidencing receipt of their share of the produce;

Exhibit "8"

Receipt dated April 10, 1997 issued by Irene M. Aguinaldo evidencing receipt of their share of the produce;

We hence agree with the PARAD that therein complainants were unable to produce substantial proof to support their allegation of non-payment.

DARAB Case No. 7865 should likewise  
be dismissed for failure of Felisa to  
establish her claim.

With respect to the second case against Marcelina, Felisa alleged that the landholding in question is principally devoted to the planting of palay three times a year.[74] However, Marcelina did not deliver her share in the third cropping.[75]

In her Answer, Marcelina admitted that she is the tenant of the subject parcel of land co-owned by Felisa and Irene Aguinaldo.[76] Marcelina, however, averred that while it was true that there were times that the landholding was planted with palay on third cropping, this was not regular.[77] She further asserted that she would give to the landowners their due shares if ever there was third cropping.[78]

In an Order dated January 20, 1998, the PARAD directed the parties to submit their position papers, affidavits of witnesses and other evidence to support their respective claims.[79]

Felisa submitted her position paper[80] for the four cases subject of this Decision, together with the Investigation Report of Estimada[81] and the affidavit of Camilo G. Taganas.[82] The Investigation Report declared that the former tenant who was the husband of Marcelina did not pay any rental to Felisa[83] because he recognized only the other co-owners of the land, who among others are the sisters of Felisa.[84] In addition, in the affidavit of Camilo G. Taganas, the authorized administrator of the subject parcel of land, he declared that Marcelina did not deliver the share of the landowners on the subject landholding.[85]

On the other hand, Marcelina filed her individual compliance, supported by the following affidavits and the purposes for which they were offered:

Exhibit "1"—

Notice of threshing and reaping dated March 14, 1995 addressed to Mrs. Irene Aguinaldo, administrator and landowner of the property in question.

Exhibit "2" —

Receipt dated March 30, 1995 issued by Mrs. Irene Aguinaldo acknowledging that respondent has duly complied with her obligations for this season.

Exhibit "3" —

Notice of reaping and threshing dated Nov. 6, 1995 to the landowner.

Exhibit "4"—

Receipt issued to respondent by Mrs. Irene Aguinaldo dated Nov. 10, 1995 acknowledging the fact that shares due to them was duly given and delivered.

Exhibit "5"—

Receipt dated March 19, 1996 duly issued by Mrs. Irene Aguinaldo, the landowner/administrator of the subject property.

Exhibit "6" —

Notice of reaping and threshing dated March 5, 1996 to prove that respondent has been religiously fulfilling her obligations.

Exhibit "7" —

Notice sent to Mrs. Aguinaldo dated Sept. 2, 1996 informing him that since they unreasonably refused to receive the shares due them, it was sold and the proceeds thereof was deposited in the bank.

Exhibit "8"—

Notice of reaping and threshing dated Nov. 7, 1996 proving that respondent has been faithfully complying with her obligations.

Exhibit "9"

Acknowledgment and/or receipt duly issued by the landowner/administrator, Mrs. Irene Aguinaldo dated November 17, 1996 to prove that the obligations of the respondent for this date has been faithfully complied with.

Exhibit "10"

Receipt dated April 4, 1997 issued and signed by the landowner/administrator, Mrs. Irene Aguinaldo, acknowledging the delivery of the legal shares due them;

Exhibit "11"

Notice of threshing and reaping dated March 26, 1997 showing that obligations to do so was [sic]complied with.

Exhibit "12"

Notice of reaping and threshing dated Oct. 14, 1997 to prove that landowner of the landholding in question was duly notified.

Exhibit "13"

Certification from the office of the BARC and issued by the BARC Chairman himself attesting to the fact that shares due to landowners for Oct., 1997 was sold and deposited because of the unjustified refusal to receive them.

Exhibit "14"

Receipt bearing the amount which represents the legal shares of the landowners and deposited in the bank.

Exhibit "15"

The name of the bank "ROSBANK" from which the proceeds of the sold shares due to the landowner was deposited and it was deposited by Pedro Solis and/or Marcelina Solis in the name of Irene Aguinaldo.

Exhibit "16"

The passbook with account no. T-01689-5, containing the amount deposited due to the landowners for those years stated therein.

Exhibit "17"

Leasehold contract or Tulag ti Panagabang ti Talon, executed by and between Irene Aguinaldo and Pedro Solis, landowner and tenant, respectively. The purpose is to prove that tenancy relationships exists and the same passes to respondent Marcelina Solis, the surviving spouse of Pedro Solis upon his death.

Exhibit "18"

Investigation report conducted by the office of the BARC. The purpose of which is to show that the then tenant and now succeeded by his wife Marcelina Solis, has been duly complying with their obligations as bonafide tenant thereof.

Exhibit "19"

A sworn statement made by one Herminigildo P. Vinluan, a resident and landowner of the lot adjacent or adjoining to the subject property, attesting to the fact that the then tenant and now succeeded by herein respondent never failed to comply with their obligations.

Exhibit "20"

A sworn statement made by one Arsenio B. Orina, incumbent Brgy. Kgd. of the barangay where the property is located attesting that respondent is indeed the bonafide tenant of Mrs. Irene Aguinaldo.

Exhibit "21"

Affidavit of Valentine O. Costales, the incumbent BARC Chairman of Brgy. Amistad, Tayug, Pangasinan, proving and attesting the fact that Pedro Solis and now succeeded by his wife Marcelina Solis is the bonafide tenant of the subject landholding and that they are complying faithfully and religiously with their obligations as such.

Exhibit "22"

The sworn statement of Marcelina Solis, the respondent and successor of the former tenant, swearing to the Hon. Board and to the public, that she never failed or neglected any of the obligations imposed by law.

As held earlier, the petitioner, as agricultural lessor, has the burden of proof to show the existence of a lawful cause for the ejectment of an agricultural lessee. In the instant case, we have carefully studied the evidence presented by the petitioner and found the same wanting on the matter of third cropping over the subject land. Other than the bare allegations in her complaint before the PARAD, Felisa did not present any evidence to establish her claim that the subject agricultural land can regularly support a third cropping. Neither did she present evidence to establish that their leasehold agreement includes a provision on third cropping. Hence, her allegation of non-payment of the leasehold rentals for the third cropping likewise finds no support in evidence.

In addition, we find that the evidence presented by Felisa is inconsistent on major points. In her Complaint dated October 3, 1997, Felisa alleged that Marcelina is not delivering the shares of the land with respect to the third cropping.[86] However, the said statement is contradicted in the Estimada Investigation Report where it was indicated that Marcelina is not giving any rentals/shares to Felisa.

The contention of non-payment of the leasehold shares of the landowner has been effectively rebutted by the evidence presented by Marcelina. Through Marcelina's evidence, we have established that she had regularly complied with the leasehold contract, as supported by:

1. Notice of Reaping dated March 14, 1995

Receipt of Rental dated March 30, 1995 for 2<sup>nd</sup> crop 94-95

2. Notice of Reaping dated Nov. 6, 1995

Receipt of Rental dated November 10, 1995 for 1<sup>st</sup> crop 95

3. Notice of Reaping dated March 5, 1996

Receipt of Rental dated March 19, 1996 for 2<sup>nd</sup> crop 95-96

4. Notice of Reaping dated November 7, 1996

Receipt of Rental dated November 17, 1996 for 1<sup>st</sup> crop 96

5. Notice of Reaping dated March 26, 1997

Receipt of Rental dated April 5, 1997 for 2<sup>nd</sup> crop 96-97

6. Notice of Reaping dated October 14, 1997

Rental for 1<sup>st</sup> crop 1997 deposited in bank in land co-owner Irene Aguinaldo's name, as per BARC Certification dated October 27, 1997.

In addition, we have held earlier that the additional pieces of evidence Felisa attached and referred to in her Supplemental Motion for Reconsideration with Manifestation cannot be admitted as reception of new evidence is not within the office of a Motion for Reconsideration.

On the basis of the evidence presented, we cannot find sufficient evidence to support Felisa's claims. Hence, we agree with the factual findings of the CA and the agrarian tribunals that Felisa failed to discharge the burden of proving her claim with the necessary quantum of proof.

With respect to all four cases, petitioner further alleges that (1) the Decision of the DARAB dated January 27, 2004 and of the CA dated August 22, 2005 only disposed of the first case; and (2) the DARAB failed to issue a consolidation order informing the parties of the consolidation of the four appealed cases considering that these four cases have different parties and causes of action.[87]

Article VIII, Section 14 of the Constitution states that "no decision shall be rendered by any court without expressing clearly and distinctly the facts and the law on which it is based".Petitioner argues that the CA "practically closed its eyes" in affirming the Board's Decision.[88]

We do not agree.The Decision of the CA detailed the evidence presented by the parties. Thereafter, it weighed the respective pieces of evidence submitted by the petitioner and the respondent and chose the one that to its mind, deserved credence. Said Decision contained findings of facts as well as an application of case law.The Decision states, thus:

With respect to the issue of non-payment of lease rentals, We affirm the ruling of the DARAB as follows:

With respect to Case No. 01-1567, we find [that] the allegations of complainant that respondent's husband, Pedro Solis, deliberately failed to pay lease rentals for the crop years 1995, 1996 and 1997 bereft of any evidence.The complainants were unable to produce any proof to prove their accusations.

On the other hand, respondent has shown (be) substantial evidence that she or her husband have complied with the duties of lawful tenant.The evidence submitted by respondents (Exhibits "1" to "10") duly show that the representatives of the complainants, Mrs. Irene R. Aguinaldo, received the landowner's share for agricultural year 1995 to 1997.This is shown specifically by Exhibits "1", "4", "5", "7" and "8".Moreover, the complainants were informed of the date of reaping and threshing as shown by other evidence.

As to case No. 01-1568, the Board again fails to find any evidence showing that respondent Marcelina Solis deliberately failed to deliver the produce for the third cropping.The bare allegations of the complainant are insufficient to prove that the said tenants have been remiss [sic] in her duties.

Respondent Marcelina Solis, on the other hand, has substantially proven by her evidence her compliance with her obligation as a tenant. She has informed the complainants through their administrator, Mrs. Irene Aguinaldo, the date of threshing and reaping (Exhibits "1", "3", "6", "8", "11" and "12").She also submitted evidence to show that the landowner's share is received by complainant's administrator (Exhibit "2", "4", "5", "9" and "10").Other evidence submitted by respondent is Exh. "7", wherein she informed Mrs. Aguinaldo that she deposited the proceeds of the landowner's share with the bank because she (Mrs. Aguinaldo) refused to received (sic) it (Decision dated April 14, 1998, pp. 4-5, Rollo pp. 61-62).

In appeals of agrarian cases, this Court cannot make its own factual findings and substitute the same for that of the DARAB, as the only function of this Court is to determine whether the DARAB's findings of fact are supported by substantial evidence (Reyes vs. Reyes, 388 SCRA 471).Substantial Evidence is that amount of relevant evidence that a reasonable mind might accept as adequate to support a conclusion (Resngit-Marquez vs. Llamas, Jr., 385 SCRA 6). [89]

In any event, there was an earlier statement of the facts and the law involved in the decisions rendered by the PARAD dated April 8, 1998, April 13, 1998 and April 14, 1998.In these decisions, the facts and the law on which they were based were clearly and distinctly stated.Furthermore, in this case, the Court has exhaustively gone through the records and made its own findings of facts, rather than further delay the disposition of the case by remanding the records for further proceedings.

With regard to the issue of consolidation, we find in the records that although petitioner filed separate notices of appeal for the four cases, she but filed one consolidated Appeal Memorandum dated October 7, 1998 to the DARAB, putting into the caption all the appealed cases.[90] She persisted in consolidating the said cases in her Motion for Reconsideration of the DARAB Decision, Supplemental Motion for Reconsideration with Manifestation dated March 24, 2004,[91] Petition for Review dated December 6, 2004 to the CA,[92] Motion for Reconsideration (ad cautelam) dated September 13 2005[93] and the Petition for Review on Certiorari dated

January 20, 2006 to this Court.[94] In all of these pleadings where petitioner consolidated the said four cases, petitioner sought the jurisdiction of this Court and the agencies below for relief. Gainsaid on equitable ground of estoppel, she cannot now come to this Court assailing the consolidation of said cases, which was brought about by her own acts.

WHEREFORE, we partially GRANT the petition.

1. In DARAB Case No. 7862, we hereby AUTHORIZE THE DISPOSSESSION of respondents Domingo and Sergio Carganillo from the subject landholding.
2. In DARAB Case No. 7863, we AFFIRM the dismissal of the complaint against respondent Soledad Agustin for failure of the petition to establish her claim.
3. In DARAB Case No. 7864, we AFFIRM the dismissal of the complaint against respondent Marcelina Solis for failure of the petitioner to establish her claim and to properly indicate the appealing party in violation of Section 4 in relation to Section 5 Rule 45 of the Rules of Court.
4. In DARAB Case No. 7865, we AFFIRM the dismissal of the complaint against respondent Marcelina Solis for failure of the petitioner to establish her claim.

**SO ORDERED.**

Carpio, (Chairperson), Brion, Abad, and Perez, JJ., concur.

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[1] German, Milagros A., *Agrarian Law in the New Society* 7 (1980).

[2] DARAB records, pp. 3-1.

[3] *Id.* at 31.

[4] *Id.* at 46.

[5] *Id.*

[6] *Id.*

[7] *Id.*

[8] *Id.* at 44.

[9] *Id.*

[10] *Id.* at 32.

[11] *Id.* at 52.

[12] *Id.*

[13] *Id.* at 51.

[14] *Id.* at 50.

[15] *Id.* at 49.

[16] *Id.* at 61-54.

[17] Id at 65-63.

[18] Id. at 62.

It reads:

Ilocano (original) English Translation

Katulagan Siak ni Domingo Caganillo agnaed ditoy Brgy. Sitio Cabuaan, Tayug, Pangasinan. Nahustuan ti edad, gapu ti panagkasapulak nakabuludak ti kuarta nga aggatad ti P10,000.00 + 4,000.00 + 1,000.00 kada Mr. & Mrs. Sergio Caganillo, agnaed ti Brgy. Legaspi, Tayug, Pangasinan, ket bilang pammaneknek daytoy a bulod to, ipirmak ti nagan ko agraman dagiti saksi iti daytoy met lang a petsa April 20, 1995. Agserbi daytoy nga pammatalged iti daytoy nga katulagan mi. (Sgd.) Domingo Caganillo (Sgd.) Sergio Caganillo by: Mary Ann Caganillo (wife) (Sgd.) witnesses Agreement I, Domingo Caganillo, residing at Brgy. Sitio Cabuaan, Tayug, Pangasinan, of legal age, due to necessity, have borrowed money to the amount of P10,000.00 + 4,000.00 + 1,000.00 from Mr. & Mrs. Sergio Caganillo, residing at Brgy. Legaspi, Tayug, Pangasinan, and as evidence of this loan, I have signed below together with the witnesses today the 20[th] of April 1995. This constitutes as proof of our agreement.

(Sgd.) Domingo Caganillo (Sgd.) Sergio Caganillo by: Mary Ann Caganillo (wife) (Sgd.) witnesses

[19] Id. at 85-79; penned by Assistant Secretary Augusto P. Quijano, with Undersecretary Rolando G. Mangulabnan, Assistant Secretaries Lorenzo R. Reyes, Edgar A. Igano and Rustico T. Belen, concurring.

[20] CA rollo, pp. 8-21.

[21] Id. at 107-113; penned by Associate Justice Juan Q. Enriquez, Jr. and concurred in by Associate Justices Portia Alino-Hormachuelos and Vicente Q. Roxas.

[22] Id. at 113.

[23] Id. at 9-11.

[24] 138 Phil. 699 (1969).

[25] Rules of Court, Rule 128.

[26] Rules of Court, Rule 1, Section 4 provides:

SEC. 4. In what cases not applicable. - These Rules shall not apply to election cases, land registration cases, cadastral, naturalization and insolvency proceedings, and other cases not herein provided for, except by analogy or in a suppletory character and whenever practicable and convenient.

[27] Adopted on May 30, 1994 by the DARAB. Subsequently repealed on January 17, 2003 and on September 1, 2009.

[28] Rules of Court, Rule 132, Sec. 34 provides:

Sec. 34. Offer of Evidence. - The court shall consider no evidence which has not been formally offered. The purpose for which evidence is offered must be specified.

[29] Supra note 24 at 706.

[30] Rollo, p. 65.

[31] Id. at 29.

[32] Id. at 129.

[33] Approved August 8, 1963.

[34] SECTION 27. Prohibitions to Agricultural Lessee. — It shall be unlawful for the agricultural lessee:

x x x x

(2) To employ a sub-lessee on his landholding: Provided, however, That in case of illness or temporary incapacity he may employ laborers whose services on his landholding shall be on his account.

[35] SECTION 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. (Emphasis supplied)

[36] PARAD records, pp. 2-1.

[37] Id.

[38] Id.

[39] Id.

[40] Id. at 6.

[41] Id.

[42] Id.

[43] Id. at 16.

[44] DARAB records, pp. 48-47.

[45] Id. at 46-44.

[46] Id. at 43.

- [47] PARAD records, pp.14-8.
- [48] Id. at 17-15.
- [49] Id. at 18.
- [50] DARAB records, p. 80.
- [51] CA rollo, p. 104.
- [52] DARAB records, pp. 184-154.
- [53] Annex "G".
- [54] Annex "H".
- [55] Annex "I".
- [56] Annex "J".
- [57] Republic Act No. 3844, Section 37.
- [58] Rollo, p. 130.
- [59] Id.
- [60] Id.
- [61] Id.
- [62] Id at 131.
- [63] Id.
- [64] Id.
- [65] PARAD records, p. 9.
- [66] Id.
- [67] Id.
- [68] Id. at 38-34.
- [69] Rollo, p. 33.
- [70] PARAD records, p. 4.
- [71] Id.
- [72] Id. at 3.
- [73] Id.
- [74] Id. at 2.
- [75] Id.
- [76] Id. at 11.
- [77] Id.

[78] Id.

[79] Id. at 12.

[80] DARAB records, pp. 57-48.

[81] Id. at 46-45.

[82] Id. at 42.

[83] PARAD records, pp. 34-32.

[84] Id.

[85] Id. at 42.

[86] Id. at 2.

[87] Rollo, p. 14.

[88] Id. at 13.

[89] Id. at 24-25.

[90] DARAB records, pp. 65-63.

[91] Id. at 183-174.

[92] CA rollo, pp. 8-21.

[93] Id. at 116-126.

[94] Rollo, pp. 3-17.

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