

CASIMIRO DEVELOPMENT CORPORATION, PETITIONER, VS. RENATO L. MATEO, RESPONDENT.

G.R. No. 175485. July 27, 2011

Ponente: BERSAMIN, J.

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BERSAMIN, J.:

The focus of this appeal is the faith that should be accorded to the Torrens title that the seller holds at the time of the sale.

In its decision promulgated on August 31, 2006, [1] the Court of Appeals (CA) declared that the respondent and his three brothers were the rightful owners of the land in litis, and directed the Office of the Register of Deeds of Las Piñas City to cancel the transfer certificate of title (TCT) registered under the name of petitioner Casimiro Development Corporation (CDC) and to issue in its place another TCT in favor of the respondent and his three brothers. Thereby, the CA reversed the judgment of the Regional Trial Court (RTC) rendered on May 9, 2000 (dismissing the respondent's complaint for quieting of title and reconveyance upon a finding that CDC had been a buyer in good faith of the land in litis and that the respondent's suit had already been time-barred).

Aggrieved, CDC brought its petition for review on certiorari.

Antecedents

The subject of this case is a registered parcel of land (property) with an area of 6,693 square meters, more or less, located in Barrio Pulang Lupa, Las Piñas City, that was originally owned by Isaias Lara, [2] the respondent's maternal grandfather. Upon the death of Isaias Lara in 1930, the property passed on to his children, namely: Miguela, Perfecta and Felicidad, and a grandson, Rosauro (son of Perfecta who had predeceased Isaias in 1920). In 1962, the co-heirs effected the transfer of the full and exclusive ownership to Felicidad (whose married surname was Lara-Mateo) under an agreement denominated as Pagaayos Na Gawa Sa Labas Ng Hukuman.

Felicidad Lara-Mateo had five children, namely: Laura, respondent Renato, Cesar, Candido, Jr. and Leonardo. With the agreement of the entire Lara-Mateo family, a deed of sale covering the property was executed in favor of Laura, who, in 1967, applied for land registration. After the application was granted, Original Certificate of Title (OCT) No. 6386 was issued in Laura's sole name.

In due course, the property now covered by OCT No. 6386 was used as collateral to secure a succession of loans. The first loan was obtained from Bacoor Rural Bank (Bacoor Bank). To repay the loan to Bacoor Bank and secure the release of the mortgage, Laura borrowed funds from Parmenas Perez (Perez), who, however, required that the title be meanwhile transferred to his name. Thus, OCT No. 6386 was cancelled and Transfer Certificate of Title (TCT) No. 438959 was issued in the name of Perez. Subsequently, Laura recovered the property by repaying the obligation with the proceeds of another loan obtained from Rodolfo Pe (Pe), resulting in the cancellation of TCT No. 438959, and in the issuance of TCT No. S-91595 in Laura's name. She later executed a deed of sale in favor of Pe, leading to the issuance of TCT No. S-91738 in the name of Pe, who in turn constituted a mortgage on the

property in favor of China Banking Corporation (China Bank) as security for a loan. In the end, China Bank foreclosed the mortgage, and consolidated its ownership of the property in 1985 after Pe failed to redeem. Thus, TCT No. (99527) T-11749-A was issued in the name of China Bank.

In 1988, CDC and China Bank negotiated and eventually came to terms on the purchase of the property, with China Bank executing a deed of conditional sale for the purpose. On March 4, 1993, CDC and China Bank executed a deed of absolute sale over the property. Resultantly, on March 29, 1993, CDC was issued TCT No. T-34640 in its own name.

In the meanwhile, on February 28, 1991, Felicidad died intestate.

On June 6, 1991, CDC brought an action for unlawful detainer in the Metropolitan Trial Court (MeTC) in Las Piñas City against the respondent's siblings, namely: Cesar, Candido, Jr., and Leonardo, and the other occupants of the property. Therein, the defendants maintained that the MeTC did not have jurisdiction over the action because the land was classified as agricultural; that the jurisdiction belonged to the Department of Agrarian Reform Adjudication Board (DARAB); that they had been in continuous and open possession of the land even before World War II and had presumed themselves entitled to a government grant of the land; and that CDC's title was invalid, considering that the land had been registered before its being declared alienable. [3]

On October 19, 1992, the MeTC ruled in favor of CDC, viz:

The Court, after careful consideration of the facts and the laws applicable to this case[,] hereby resolves:

1. On the issue of jurisdiction.

The defendants alleged that the land in question is an agricultural land by presenting a Tax Declaration Certificate classifying the land as "FISHPOND." The classification of the land in a tax declaration certificate as a "fishpond" merely refers to the use of the land in question for the purpose of real property taxation. This alone would not be sufficient to bring the land in question under the operation of the Comprehensive Agrarian Reform Law.

2. On the issue of open and adverse possession by the defendants.

It should be noted that the subject land is covered by a Transfer Certificate of Title in the name of plaintiffs' predecessor-in-interest China Banking Corporation. Certificates of Title under the Torrens System is indefeasible and imprescriptible. As between two persons claiming possession, one having a [T]orrens title and the other has none, the former has a better right.

3. On the issue of the nullity of the Certificate of Title.

The defense of the defendants that the subject property was a forest land when the same was originally registered in 1967 and hence, the registration is void[,], is not for this Court to decide[,], for lack of jurisdiction. The certificate of title over the property must be respected by this Court until it has been nullified by a competent Court.

WHEREFORE, premises considered, judgment is hereby rendered in favor of the plaintiff[,], ordering the defendants

1. [sic] and all persons claiming right[s] under it to vacate the subject premises located at Pulang Lupa I, Las Piñas, Metro Manila and surrender the possession of the same to herein plaintiff;

2. to pay the plaintiff reasonable compensation for the use and occupation of the subject premises hereby fixed at (P100.00) one hundred pesos a month starting November 22, 1990 (the time when the demand letter to vacate was given) until defendants actually vacate the property;

No pronouncement as to costs and attorney's fees.

SO ORDERED. [4]

The decision of the MeTC was assailed in the RTC via petition for certiorari and prohibition. The RTC resolved against CDC, and held that the MeTC had acted without jurisdiction because the land, being a fishpond, was agricultural; hence, the dispute was within the exclusive jurisdiction of the DARAB pursuant to Republic Act No. 6657 (Comprehensive Agrarian Reform Law of 1988). [5]

CDC appealed to the CA, which, on January 25, 1996, found in favor of CDC, declaring that the MeTC had jurisdiction. As a result, the CA reinstated the decision of the MeTC. [6]

On appeal (G.R. No. 128392), the Court affirmed the CA's decision in favor of CDC, ruling thusly:

WHEREFORE, the petition is DENIED and the Court of Appeals' Decision and Resolution in CA- G.R. SP No. 34039, dated January 25, 1996 and February 21, 1997 respectively, are AFFIRMED. No costs.

SO ORDERED.[7]

The decision in G.R. No. 128392 became final.

Nonetheless, on June 29, 1994, the respondent brought an action for quieting of title, reconveyance of four-fifths of the land, and damages against CDC and Laura in the RTC in Las Piñas City entitled Renato L. Mateo v. Casimiro Development Corporation and Laura Mateo de Castro. In paragraph 4 of his complaint, he stated that he was "bringing this action to quiet title on behalf of himself and of his three (3) brothers - Cesar, Leonardo, and Candido, Jr., all surnamed MATEO - in his capacity as one of the co-owners of a parcel of land situated at Barrio Pulang Lupa, Municipality of Las Piñas, Metro Manila."

On May 9, 2001, the RTC held in favor of CDC, disposing:

WHEREFORE, and by strong preponderance of evidence, judgment is hereby rendered in favor of the defendant Casimiro Development Corporation and against the plaintiff Renato L. Mateo by (1) Dismissing the complaint, and upholding the validity and indefeasibility of Transfer Certificate of Title No. T-34640 in the name of Casimiro Development Corporation; (2) Ordering the plaintiff Renato Mateo to pay defendant Casimiro Development Corporation the sum of [a] P200,000.00 as compensatory damages; [b] P200,000.00 as attorney's fees; and [c] to pay the costs.

SO ORDERED.[8]

On appeal (C.A.-G.R. CV No. 71696), the CA promulgated its decision on August 31, 2006, reversing the RTC and declaring CDC to be not a buyer in good faith due to its being charged with notice of the defects and flaws of the title at the time it acquired the property from China Bank, and decreeing:

WHEREFORE, the Decision dated May 9, 2001 of Branch 225, Regional Trial Court, Las Piñas City in Civil Case No. 94-2045 is hereby REVERSED and SET ASIDE and a new one rendered:

(1) Declaring appellant Renato Mateo and his brothers and co-owners Cesar, Candido, Jr., and Leonardo, all surnamed Mateo as well as his sister, Laura Mateo de Castro as the rightful owners of the parcel of land, subject of this case; and

(2) Ordering the Register of Deeds of Las Piñas City, Metro-Manila to cancel Transfer Certificate of Title No. T-34640 under the name of appellee Casimiro Development Corporation, and that a new one be issued in favor of the appellant and his co-heirs and siblings, mentioned above as co-owners pro indiviso of the said parcel.

(3) No pronouncement as to cost.

SO ORDERED. [9]

The CA denied CDC's motion for reconsideration.

Hence, this appeal, in which CDC urges that the CA committed serious errors of law, [10] as follows:

(A) xxx in failing to rule that the decree of registration over the Subject Property is incontrovertible and no longer open to review or attack after the lapse of one (1) year from entry of such decree of registration in favor of Laura Mateo de Castro.

(B) xxx in failing to rule that the present action is likewise barred by res judicata.

(C) xxx in failing to rule that the instant action for quieting of title and reconveyance under PD No. 1529 cannot prosper because the Subject Property had already been conveyed and transferred to third parties who claimed adverse title for themselves.

(D) xxx in failing to rule that the action of respondent for "quieting of title, reconveyance and damages" is barred by laches.

(E) xxx in ruling that the Subject Property must be reconveyed to respondent because petitioner Casimiro Development Corporation is not a "purchaser in good faith."

CDC argues that it was a buyer in good faith; and that the CA did not rule on matters that fortified its title in the property, namely: (a) the incontrovertibility of the title of Laura; (b) the action being barred by laches and res judicata; and (c) the property having been conveyed to third parties who had then claimed adverse title.

The respondent counters that CDC acquired the property from China Bank in bad faith, because it had actual knowledge of the possession of the property by the respondent and his siblings; that CDC did not actually accept delivery of the possession of the property from China Bank; and that CDC ignored the failure of China Bank to warrant its title.

Ruling

We grant the petition.

1.

Indefeasibility of title in
the name of Laura

As basis for recovering the possession of the property, the respondent has assailed the title of Laura.

We cannot sustain the respondent.

There is no doubt that the land in question, although once a part of the public domain, has already been placed under the Torrens system of land registration. The Government is required under the Torrens system of registration to issue an official certificate of title to attest to the fact that the person named in the certificate is the owner of the property therein described, subject to such liens and encumbrances as thereon noted or what the law warrants or reserves. [11] The objective is to obviate possible conflicts of title by giving the public the right to rely upon the face of the Torrens certificate and to dispense, as a rule, with the necessity of inquiring further. The Torrens system gives the registered owner complete peace of mind, in order that he will be secured in his ownership as long as he has not voluntarily disposed of any right over the covered land. [12]

The Government has adopted the Torrens system due to its being the most effective measure to guarantee the integrity of land titles and to protect their indefeasibility once the claim of ownership is established and

recognized. If a person purchases a piece of land on the assurance that the seller's title thereto is valid, he should not run the risk of being told later that his acquisition was ineffectual after all, which will not only be unfair to him as the purchaser, but will also erode public confidence in the system and will force land transactions to be attended by complicated and not necessarily conclusive investigations and proof of ownership. The further consequence will be that land conflicts can be even more abrasive, if not even violent. The Government, recognizing the worthy purposes of the Torrens system, should be the first to accept the validity of titles issued thereunder once the conditions laid down by the law are satisfied. [13]

Yet, registration under the Torrens system, not being a mode of acquiring ownership, does not create or vest title. [14] The Torrens certificate of title is merely an evidence of ownership or title in the particular property described therein. [15] In that sense, the issuance of the certificate of title to a particular person does not preclude the possibility that persons not named in the certificate may be co-owners of the real property therein described with the person named therein, or that the registered owner may be holding the property in trust for another person. [16]

Nonetheless, it is essential that title registered under the Torrens system becomes indefeasible and incontrovertible. [17]

The land in question has been covered by a Torrens certificate of title (OCT No. 6386 in the name of Laura, and its derivative certificates) before CDC became the registered owner by purchase from China Bank. In all that time, neither the respondent nor his siblings opposed the transactions causing the various transfers. In fact, the respondent admitted in his complaint that the registration of the land in the name of Laura alone had been with the knowledge and upon the agreement of the entire Lara-Mateo family. It is unthinkable, therefore, that the respondent, fully aware of the exclusive registration in her sister Laura's name, allowed more than 20 years to pass before asserting his claim of ownership for the first time through this case in mid-1994. Making it worse for him is that he did so only after CDC had commenced the ejectment case against his own siblings.

Worthy of mention is that Candido, Jr., Leonardo, and Cesar's defense in the ejectment case brought by CDC against them was not predicated on a claim of their ownership of the property, but on their being agricultural lessees or tenants of CDC. Even that defense was ultimately rejected by this Court by observing in G.R. No. 128392 as follows:

With regard to the first element, the petitioners have tried to prove that they are tenants or agricultural lessees of the respondent corporation, CDC, by showing that the land was originally owned by their grandfather, Isaias Lara, who gave them permission to work the land, and that CDC is merely a successor-in-interest of their grandfather. It must be noted that the petitioners failed to adequately prove their grandfather's ownership of the land. They merely showed six tax declarations. It has been held by this Court that, as against a transfer certificate of title, tax declarations or receipts are not adequate proofs of ownership. Granting *arguendo* that the land was really owned by the petitioners' grandfather, petitioners did not even attempt to show how the land went from the patrimony of their grandfather to that of CDC. Furthermore, petitioners did not prove, but relied on mere allegation, that they indeed had an agreement with their grandfather to use the land.

As for the third element, there is apparently no consent between the parties. Petitioners were unable to show any proof of consent from CDC to work the land. For the sake of argument, if petitioners were able to prove that their grandfather owned the land, they nonetheless failed to show any proof of consent from their grandfather to work the land. Since the third element was not proven, the fourth element cannot be present since there can be no purpose to a relationship to which the parties have not consented. [18]

The respondent's attack against the title of CDC is likewise anchored on his assertion that the only purpose for having OCT No. 6386 issued in the sole name of Laura was for Laura to hold the title in trust for their mother.

This assertion cannot stand, however, inasmuch as Laura's title had long ago become indefeasible.

Moreover, the respondent's suit is exposed as being, in reality, a collateral attack on the title in the name of Laura, and for that reason should not prosper. Registration of land under the Torrens System, aside from perfecting the title and rendering it indefeasible after the lapse of the period allowed by law, also renders the title immune from collateral attack. [19] A collateral attack occurs when, in another action to obtain a different relief and as an incident of the present action, an attack is made against the judgment granting the title. This manner of attack is to be distinguished from a direct attack against a judgment granting the title, through an action whose main objective is to annul, set aside, or enjoin the enforcement of such judgment if not yet implemented, or to seek recovery if the property titled under the judgment had been disposed of. [20]

2.

CDC was an innocent purchaser for value

The CA found that CDC acquired the property in bad faith because CDC had knowledge of defects in the title of China Bank, including the adverse possession of the respondent's siblings and the supposed failure of China Bank to warrant its title by inserting an as-is, where-is clause in its contract of sale with CDC.

The CA plainly erred in so finding against CDC.

To start with, one who deals with property registered under the Torrens system need not go beyond the certificate of title, but only has to rely on the certificate of title. [21] He is charged with notice only of such burdens and claims as are annotated on the title. [22] The pertinent law on the matter of burdens and claims is Section 44 of the Property Registration Decree, [23] which provides:

Section 44. Statutory liens affecting title. -- Every registered owner receiving a certificate of title in pursuance of a decree of registration, and every subsequent purchaser of registered land taking a certificate of title for value and in good faith, shall hold the same free from all encumbrances except those noted on said certificate and any of the following encumbrances which may be subsisting, namely:

First. Liens, claims or rights arising or existing under the laws and Constitution of the Philippines which are not by law required to appear of record in the Registry of Deeds in order to be valid against subsequent purchasers or encumbrances of record.

Second. Unpaid real estate taxes levied and assessed within two years immediately preceding the acquisition of any right over the land by an innocent purchaser for value, without prejudice to the right of the government to collect taxes payable before that period from the delinquent taxpayer alone.

Third. Any public highway or private way established or recognized by law, or any government irrigation canal or lateral thereof, if the certificate of title does not state that the boundaries of such highway or irrigation canal or lateral thereof have been determined.

Fourth. Any disposition of the property or limitation on the use thereof by virtue of, or pursuant to, Presidential Decree No. 27 or any other law or regulations on agrarian reform.

In short, considering that China Bank's TCT No. 99527 was a clean title, that is, it was free from any lien or encumbrance, CDC had the right to rely, when it purchased the property, solely upon the face of the certificate of title in the name of China Bank. [24]

The CA's ascribing of bad faith to CDC based on its knowledge of the adverse possession of the respondent's siblings at the time it acquired the property from China Bank was absolutely unfounded and unwarranted. That possession did not translate to an adverse claim of ownership that should have put CDC on actual notice of a defect or flaw in the China Bank's title, for the respondent's siblings themselves, far from asserting ownership in

their own right, even characterized their possession only as that of mere agricultural tenants. Under no law was possession grounded on tenancy a status that might create a defect or inflict a flaw in the title of the owner. Consequently, due to his own admission in his complaint that the respondent's own possession was not any different from that of his siblings, there was really nothing - factually or legally speaking - that ought to have alerted CDC or, for that matter, China Bank and its predecessors-in-interest, about any defect or flaw in the title.

The vendee's notice of a defect or flaw in the title of the vendor, in order for it to amount to bad faith, should encompass facts and circumstances that would impel a reasonably cautious person to make further inquiry into the vendor's title, [25] or facts and circumstances that would induce a reasonably prudent man to inquire into the status of the title of the property in litigation. [26] In other words, the presence of anything that excites or arouses suspicion should then prompt the vendee to look beyond the certificate and to investigate the title of the vendor appearing on the face of said certificate. [27]

And, secondly, the CA grossly erred in construing the as-is, where-is clause contained in the deed of sale between CDC (as vendee) and China Bank (as vendor) as proof or manifestation of any bad faith on the part of CDC. On the contrary, the as-is, where-is clause did not affect the title of China Bank because it related only to the physical condition of the property upon its purchase by CDC. The clause only placed on CDC the burden of having the occupants removed from the property. In a sale made on an as-is, where-is basis, the buyer agrees to take possession of the things sold "in the condition where they are found and from the place where they are located," because the phrase as-is, where-is pertains solely "to the physical condition of the thing sold, not to its legal situation" and is "merely descriptive of the state of the thing sold" without altering the seller's responsibility to deliver the property sold to the buyer. [28]

What the foregoing circumstances ineluctably indicate is that CDC, having paid the full and fair price of the land, was an innocent purchaser for value, for, according to *Sandoval v. Court of Appeals*: [29]

A purchaser in good faith is one who buys property of another, without notice that some other person has a right to, or interest in, such property and pays a full and fair price for the same, at the time of such purchase, or before he has notice of the claim or interest of some other persons in the property. He buys the property with the belief that the person from whom he receives the thing was the owner and could convey title to the property. A purchaser cannot close his eyes to facts which should put a reasonable man on his guard and still claim he acted in good faith.

WHEREFORE, we grant the petition for review on certiorari; set aside the decision of the Court of Appeals in CA-GR. CV No. 71696; dismiss the complaint in Civil Case No. 94-2045; and declare Transfer Certificate of Title No. T-34640 in the name of Casimiro Development Corporation valid and subsisting.

The respondent shall pay the costs of suit.

SO ORDERED.

Corona, C.J. (Chairperson), Leonardo-De Castro, Del Castillo, and Villarama, Jr., JJ., concur.

[1] Rollo, pp. 55-76; penned by Associate Justice Arturo G. Tayag, with Associate Justice Remedios A. Salazar-Fernando and Associate Justice Noel G. Tijam, concurring.

[2] Spelled in the complaint of the respondent as Isayas.

[3] *Mateo v. Court of Appeals*, G.R. No. 128392, April 29, 2005, 457 SCRA 549, 551.

[4] Id., pp. 551-552.

[5] Id., pp. 552-553.

[6] Id., pp. 555-558.

[7] Id., pp. 560-561.

[8] Rollo, p. 89.

[9] Id., p. 75.

[10] Id., pp. 23-24.

[11] Republic v. Guerrero, G.R. No. 133168, March 28, 2006, 485 SCRA 424; citing Noblejas, Land Titles and Deeds, 1986 ed., p. 32.

[12] Republic v. Court of Appeals, G.R. Nos. L-46626-27, December 27, 1979, 94 SCRA 865, 874.

[13] Tenio-Obsequio v. Court of Appeals, G.R. No. 107967, March 1, 1997, 230 SCRA 550.

[14] Heirs of Teodoro Dela Cruz v. Court of Appeals, G.R. No. 117384, October 21, 1998, 298 SCRA 172, 180.

[15] Development Bank of the Philippines v. Court of Appeals, G.R. No. 129471, April 28, 2000, 331 SCRA 267; Garcia v. Court of Appeals, G.R. No. 133140, August 10, 1999, 312 SCRA 180, 190; Rosario v. Court of Appeals, G.R. No. 127005, July 19, 1999, 310 SCRA 464; Republic of the Philippines v. Court of Appeals, G.R. No. 11611, January 21, 1999, 301 SCRA 366; Strait Times, Inc. v. Court of Appeals, G.R. No. 126673, August 28, 1998, 294 SCRA 714, 726..

[16] Heirs of Clemente Ermac v. Heirs of Vicente Ermac, G.R. No. 149679, May 30, 2003, 403 SCRA 291, 298; citing Lee Tek Sheng v. Court of Appeals, G.R. 115402, July 15, 1998, 292 SCRA 544, 548.

[17] Natalia Realty Corporation v. Vallez, G.R. Nos. 78290-94, May 23, 1989, 173 SCRA 534, 542.

[18] Mateo v. Court of Appeals, *supra* note 3, p. 560.

[19] Madrid v. Mapoy, G. R. No. 150887, August 14, 2009, 596 SCRA 14, 26.

[20] Madrid v. Mapoy, *supra*.

[21] Sandoval v. Court of Appeals, G.R. No. 106657, August 1, 1996, 260 SCRA 283; Santosv. Court of Appeals, G.R. No. 90380, September 13, 1990, 189 SCRA 550; Unchuanv. Court of Appeals, G.R. No. L-78775, May 31, 1988, 161 SCRA 710; Bailon-Casilaov. Court of Appeals, G.R. No. L-78178, April 15, 1988, 160 SCRA 738; Director of Landsv. Abad, 61 Phil. 479, 487(1935); Quimsonv. Suarez, 45 Phil. 901, 906 (1924).

[22] Agricultural and Home Extension Development Groupv. Court of Appeals, G.R. No. 92310, September 3, 1992, 213 SCRA 563; Unchuan v. Court of Appeals, *supra*.

[23] Presidential Decree No. 1529 entitled Amending and Codifying the Laws Relative to Registration of Property and for Other Purposes.

[24] Seno v. Mangubat, G.R. No.L-44339, December 2, 1987, 156 SCRA 113, 128.

[25] Santosv. Court of Appeals,*supra*, note 21; Gonzalesv. Intermediate Appellate Court, G.R. No.L-69622, January 29, 1988, 157 SCRA 587.

[26] State Investment House, Inc.v. Court of Appeals, G.R. No. 115548, March 5, 1996, 254 SCRA 368; Capitol

Subdivision v. Province of Negros Occidental, G.R. No. L-16257, January 31, 1963, 7 SCRA 60, 70, Mañacop, Jr. v. Cansino, G.R. No. L-13971, February 27, 1961, 1 SCRA 572, Leung Yee v. F.L. Strong Machinery Co. & Williamson, 37 Phil. 644 (1918), Philippine National Bank v. Court of Appeals, G.R. No. L-57757, August 31, 1987, 153 SCRA 435, 442; Gonzales v. Intermediate Appellate Court, G.R. No. 69622, January 29, 1988, 157 SCRA 587, 595.

[27] Sandoval v. Court of Appeals, supra, note 21; Pinov. Court of Appeals, G.R. No. 94114, June 19, 1991, 198 SCRA 434; Centenov. Court of Appeals, G.R. No. L-40105, November 11, 1985, 139 SCRA 545, 555; Fulev. Legare, G.R. No. L-17951, February 28, 1963, 7 SCRA 351; William H. Anderson and Co., v. Garcia, 64 Phil. 506 (1937).

[28] Asset Privatization Trust v. T.J. Enterprises, G.R. No. 167195, May 8, 2009, 587 SCRA 481, 487-488; National Development Company v. Madrigal Wan Hai Lines Corporation, G.R. No. 148332, September 30, 2003, 412 SCRA 375, 387.

[29] Supra, note 21, pp. 296-297.

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