

**PABLO M. PADILLA, JR. AND MARIA LUISA P. PADILLA,
PETITIONERS, VS. LEOPOLDO MALICSI, LITO CASINO, AND
AGRIFINO GUANES, RESPONDENTS.**

G.R. No. 201354. September 21, 2016

Ponente: LEONEN, J.

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LEONEN, J.:

This resolves the Petition for Review on Certiorari[1] filed by Spouses Pablo M. Padilla, Jr. and Maria Luisa P. Padilla (Spouses Padilla) assailing the Decision[2] dated March 19, 2012 of the Court of Appeals, which reversed and set aside the Decision[3] dated July 15, 2009 of Branch 30 of the Regional Trial Court of Cabanatuan City.

Spouses Padilla bought a parcel of land in Magsaysay Norte, Cabanatuan City in 1984.[4] The lot was covered by Transfer Certificate Title No. T-45565 and had an area of 150 square meters.[5] It had an assessed value of more than P20,000.00.[6]

Sometime in 1998, Spouses Padilla discovered that Leopoldo Malicsi, Lito Casino, and Agrifino Guanes (Malicsi, et al.) constructed houses on their lot.[7]

Spouses Padilla made repeated verbal and written demands for Malicsi, et al. to vacate the premises and pay a monthly rental of P2,000.00, but Malicsi, et al. refused to heed Spouses Padilla's demands.[8]

The matter was referred to the Katarungang Pambarangay for conciliation proceedings and amicable settlement, but all efforts at conciliation failed.[9]

On August 6, 2007, Spouses Padilla filed a complaint for recovery of possession against Malicsi, et al., along with three (3) others: Larry Marcelo, Diosdado dela Cruz, and Rolando Pascua.[10]

In their Answer with Compulsory Counterclaim, Malicsi, et al. alleged that they believed in all honesty and good faith that the lot belonged to Toribia Vda. De Mossessgeld (De Mossessgeld).[11] They claimed that they possessed the land and built their houses on the lot only after receiving De Mossessgeld's permission.[12]

Malicsi, et al. also claimed that they and De Mossessgeld agreed that she would sell them the areas occupied by their houses, provided that pending full payment, they would pay her P40.00 per month as rent.[13]

Between 1980 and 1983, Malicsi, et al. constructed their respective houses on the lot in the belief that they would eventually own the areas they were occupying. Malicsi and Casino even introduced improvements to the houses they had built.[14]

Malicsi, et al. stated that they first found out about Spouses Padilla's claim of ownership sometime in 2002.[15] They admitted receiving the demand letters to vacate and pay rentals, but they refused to leave the premises.[16] They denied that conciliation and mediation proceedings for amicable settlement were ever conducted before the Katarungang Pambarangay.[17]

On September 3, 2008, a commission was created to determine the actual valuation of the lot, including the improvements erected on it.[18] In its Report, the Commission found that "the prevailing valuation of similar lots in the vicinity ranges from P4,000 to P6,000 per [square] [meter] or an average valuation of P5000.00/[square] [meter] as per information gathered from several bank appraisers in the locality." [19]

The Commissioner's Report likewise quoted the appraised value of the improvements on the lot, thus:

The Computation of the value of the property

The appraised value of the property subject of this case were [sic] computed using the straightline method of depreciation with the formula:

Appraised Value = Market value x Remaining Life (building)/Life of the building

- The 2-level residential house occupied by Sps. Angelito & Carmelita Casino:

Appraised Value = P183,040 x 22/25 = P161,075.20

- The 2-level residential building house occupied by Sps. Larry & Candida Marcelo:

Appraised Value = P199,280 x 22/25 = P175,366.40

- The bungalow type residential building occupied by Mr. Diosdado dela Cruz:

Appraised Value = P68,000 x 22/25 = P59,840

- The 2-level residential house occupied by Sps. Leopoldo Malicsi

Appraised Value = P183,040 x 22/25 = P161,075.20

- [T]he 2-level residential house occupied by Sps. Agri[f]ino & Aida Guane[s]:

Appraised Value = P208,000 x 22/25 = 183,040[20] (Emphasis in the original)

On January 30, 2009, Spouses Padilla, exercising their option to sell the land to Malicsi, et al. under Article 448 of the Civil Code in the amount of P5,000.00 per square meter, filed a Motion and Manifestation with Offer to Sell. In their Comment, Malicsi, et al. stated that by filing the Motion and Manifestation, Spouses Padilla had, in effect, recognized Malicsi, et al.'s standing as builders in good faith. They did not accept the offer to sell.[21]

In the Decision[22] dated July 15, 2009, the Regional Trial Court ruled that Malicsi, et al. cannot be considered as builders in good faith.[23] The dispositive of the Regional Trial Court Decision reads:

WHEREFORE, premises considered, judgment is hereby rendered in favor of the [Spouses Padilla] and against [Malicsi, et al.] ordering the latter:

- To vacate the property covered by TCT-T-45565 of the Registry of Deeds of Cabanatuan City and surrender possession of the same to [Spouses Padilla];

- To pay [Spouses Padilla] jointly and severally attorney's fees in the amount of P20,000.00 and litigation expenses in the amount of P10,000.00.

SO ORDERED.[24] (Emphasis in the original)

Malicsi, et al. appealed to the Court of Appeals. On March 19, 2012, the Court of Appeals reversed and set aside the Regional Trial Court Decision.[25]

The Court of Appeals gave credence to Malicsi, et al.'s allegation that they relied on De Mossessgeld's

representation that she owned the lot and gave them permission to build their houses on it.[26] The dispositive of the Court of Appeals Decision reads:

WHEREFORE, premises considered, the decision appealed from is hereby REVERSED and SET ASIDE. In lieu thereof, another is entered as follows:

- Declaring [respondents] as builders in good faith.
- Ordering [respondents] to purchase the subject land unless the fair market value of the land is considerably more than the fair market value of the improvements thereon, in which case, a forced lease shall be created between the parties on terms to be mutually agreed upon by them or, in case of disagreement, to be fixed by the court.
- Deleting the award of attorney's fees and litigation expenses for lack of basis.

SO ORDERED.[27] (Emphasis in the original)

Petitioners Spouses Pablo M. Padilla, Jr. and Maria Luisa P. Padilla elevated the case to this Court. In their Petition for Review on Certiorari,[28] they point out that respondents Leopoldo Malicsi, Lito Casino, and Agrifino Guanes failed to substantiate their claim of being builders in good faith:

While the law says, that presumption of good faith leans in favor of the respondents and the burden rests upon the petitioners, yet from the surroundings [sic] circumstances and the evidenced [sic] adduced before the Regional Trial Court, it appears that respondents' declaration that Toribia Vda. De Mossessgeld permitted them to stay in the premises in question is not an evidence at all to prove them to be builders in good faith. Mossessgeld was never presented as a witness nor there was an evidence [sic], that Mossessgeld is the owner thereof. Is that sufficient evidence to support the claim of the respondents that they are builders in good faith?[29]

In their Comment,[30] respondents maintain that the question of whether they were builders in good faith has already been settled by the Court of Appeals, and that there is no reason to deviate from its findings.[31]

The sole issue for this Court's resolution is whether respondents are builders in good faith.

I

The Rules of Court categorically states that a review of appeals filed before this Court is "not a matter of right, but of sound judicial discretion." [32]

The Rules of Court further requires that only questions of law should be raised in petitions filed under Rule 45[33] since factual questions are not the proper subject of an appeal by certiorari. It is not this Court's function to analyze or weigh all over again evidence that has already been considered in the lower courts.[34]

However, these rules admit exceptions. *Medina v. Mayor Asistio, Jr.*[35] lists down 10 recognized exceptions:

- (1) When the conclusion is a finding grounded entirely on speculation, surmises or conjectures;
- (2) When the inference made is manifestly mistaken, absurd or impossible;
- (3) Where there is a grave abuse of discretion;
- (4) When: the judgment is based on a misapprehension of facts;
- (5) When the findings of fact are conflicting;
- (6) When the Court of Appeals, in making its findings, went beyond the issues of the case and the same is contrary to the admissions of both appellant and appellee;
- (7) The findings of the Court of Appeals are contrary to those of the trial court;
- (8) When the findings of fact are conclusions without citation of specific evidence on which they are based;
- (9) When the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondents; and
- (10) The finding of fact of the Court of Appeals is premised on the supposed absence of evidence and is contradicted by the evidence on record.[36]

Pascual v. Burgos[37] instructs that parties must demonstrate by convincing evidence that the case clearly falls under the exceptions to the rule:

Parties praying that this court review the factual findings of the Court of Appeals must demonstrate and prove that the case clearly falls under the exceptions to the rule. They have the burden of proving to this court that a review of the factual findings is necessary. Mere assertion and claim that the case falls under the exceptions do not suffice.[38] (Citation omitted)

Petitioners claim that the Court of Appeals erred in reversing the trial court's finding that respondents were not builders in good faith. However, that the findings of the Court of Appeals and of the trial court are opposite does not warrant this Court's automatic review of factual findings.[39] This only presents a prima facie basis for recourse to this Court. Fernan v. Court of Appeals[40] cautions that this Court's review of the factual findings of the lower courts "must be invoked and applied only with great circumspection and upon a clear showing that manifestly correct findings have been unwarrantedly rejected or reversed." [41]

A careful study of the records leads this Court to conclude that this case falls under the exceptions cited in Medina, particularly in that "the inference made is manifestly mistaken";[42] and that "[t]he findings of the Court of Appeals are contrary to those of the trial court, necessitating a review of the question of fact raised before this Court." [43]

II

A builder in good faith is a builder who was not aware of a defect or flaw in his or her title when he or she introduced improvements on a lot that turns out to be owned by another.[44]

Philippine National Bank v. De Jesus[45] explains that the essence of good faith is an honest belief of the strength and validity of one's right while being ignorant of another's superior claim at the same time:

Good faith, here understood, is an intangible and abstract quality with no technical meaning or statutory definition, and it encompasses, among other things, an honest belief, the absence of malice and the absence of design to defraud or to seek an unconscionable advantage. An individual's personal good faith is a concept of his own mind and, therefore, may not conclusively be determined by his protestations alone. It implies honesty of intention, and freedom from knowledge of circumstances which ought to put the holder upon inquiry. The essence of good faith lies in an honest belief in the validity of one's right, ignorance of a superior claim, and absence of intention to overreach another.[.][46] (Citations omitted)

The following provisions of the Civil Code are relevant as regards the remedies available to a landowner and builder in good faith:

Article 448. The owner of the land on which anything has been built, sown or planted in good faith, shall have the right to appropriate as his own the works, sowing or planting, after payment of the indemnity provided for in Articles 546 and 548, or to oblige the one who built or planted to pay the price of the land, and the one who sowed, the proper rent. However, the builder or planter cannot be obliged to buy the land if its value is considerably more than that of the building or trees. In such case, he shall pay reasonable rent, if the owner of the land does not choose to appropriate the building or trees after proper indemnity. The parties shall agree upon the terms of the lease and in case of disagreement, the court shall fix the terms thereof.

. . . .

Article 546. Necessary expenses shall be refunded to every possessor; but only the possessor in good faith may retain the thing until he has been reimbursed therefor.

Useful expenses shall be refunded only to the possessor in good faith with the same right of retention, the

person who has defeated him in the possession having the option of refunding the amount of the expenses or of paying the increase in value which the thing may have acquired by reason thereof.

....

Article 548. Expense for pure luxury or mere pleasure shall not be refunded to the possessor in good faith; but he may remove the ornaments with which he has embellished the principal thing if it suffers no injury thereby, and if his successors in the possession do not prefer to refund the amount expended.

Article 448 of the¹ Civil Code gives a builder in good faith the right to compel the landowner to choose between two (2) options: (1) to appropriate the building by paying the indemnity required by law; or (2) to sell the land to the builder. *Ignacio v. Hilario*[47] summarized the respective rights of the landowner and builder in good faith as follows:

The owner of the building erected in good faith on a land owned by another, is entitled to retain the possession of the land until he is paid the value of his building, under article [546]. The owner of the land, upon the other hand, has the option, under article [448], either to pay for the building or to sell his land to the owner of the building. But he cannot, as respondents here did, refuse both to pay for the building and to sell the land and compel the owner of the building to remove it from the land where it is erected. He is entitled to such remotion only when, after having chosen to sell his land, the other party fails to pay for the same.[48]

Rosales v. Castellort[49] has emphasized that the choice belongs to the landowner, but the landowner must choose from the two (2) available options:

The choice belongs to the owner of the land, a rule that accords with the principle of accession, i.e., that the accessory follows the principal and not the other way around. Even as the option lies with the landowner, the grant to him, nevertheless, is preclusive. The landowner cannot refuse to exercise either option and compel instead the owner of the building to remove it from the land.[50] (Citations omitted)

Even before the Regional Trial Court rendered its Decision, petitioners had already intimated their willingness to sell the property to respondents at P5,000.00 per square meter, which was the valuation recommended in the Commissioner's Report. However, respondents refused to accept the offer to sell.[51]

Respondents claim to be builders in good faith because they believed that the lot was owned by De Mossessgeld.[52] Operating under this belief, they entered into an agreement with her where she would sell them the areas occupied by their respective houses, and pending full payment, they would each pay her P40.00 monthly as rent.[53]

However, the Regional Trial Court was not swayed by respondents' assertion of being builders in good faith since it found that the property was titled, as early as 1963, to petitioner Pablo M. Padilla, Jr.'s mother, while respondents only entered the lot sometime between 1980 and 1983, thus:

Undoubtedly, [Malicsi, et al.] can not claim that they were builders in good faith because they relied on the promise of one Mrs. Toribia Vda. De Mossessgeld who will sell the same to them but such allegations are contrary to the actual circumstances obtaining in this case.

A check with the Office of the Register of Deeds will show that the property in question had already been registered in the name of the mother of [Pablo M. Padilla, Jr.] way back in 1963 under TCT-T-8303 such that [Malicsi, et al.] "can not claim good faith when they constructed their residential houses thereon in 1980 and 1983. Said Mrs. Mossessgeld had never been an owner thereof to sell the same to them.

[Pablo M. Padilla, Jr.] is merely giving [Malicsi, et al.] some liberalities by allowing them to buy the lots they occupy but the latter adamantly refused as can be gleaned from their written Comment dated March 27,

2009.[54]

Upon appeal, the Court of Appeals reversed the findings of the Regional Trial Court and found respondents to be builders in good faith:

Here, [Malicsi, et al] constructed their houses on the subject parcel of land on their mistaken belief that it was owned by Toribia vda de Mossessgeld. It was the latter who gave them permission to build their houses thereat. This situation is no different from that in *Sarmiento vs. Agana* where the private respondents who constructed their residential house on a property they had mistakenly believed to be owned by their mother but later turned out to belong to another, were considered as builders in good faith.

This ruling was reiterated in the case of *Spouses Ismael and Teresita Macasaet vs. Spouses Vicente and Rosario Macasaet*.[55] (Emphasis in the original, citations omitted)

We do not agree with the Court of Appeals.

The Court of Appeals relied heavily on *Sarmiento v. Agana*[56] and *Spouses Macasaet v. Spouses Macasaet*[57] to support its reversal of the Regional Trial Court Decision. A judicious reading of the cited jurisprudence, however, shows that the facts in this case greatly differ from those in *Sarmiento* and *Spouses Macasaet*.

In *Sarmiento*, *Spouses Ernesto and Rebecca Valentino* were allowed by Ernesto's mother to build a house on what she claimed was her lot. The couple then built their house on the lot, but later found out that the lot was titled to Mr. and Mrs. Jose C. Santos, who had sold the lot to Leonila Sarmiento.[58] This Court ruled that *Spouses Ernesto and Rebecca Valentino* were builders in good faith "in view of the peculiar circumstances under which they had constructed the residential house." [59]

In *Spouses Macasaet*, a mother and father owned a parcel of land. They told their son and daughter-in-law to build a house on a part of the lot so that the family could live near each other and they could help out in the family business. After some time, relations became strained between the family members.[60] The parents filed an ejectment suit against their son and daughter-in-law, saying that their stay was only based on tolerance.[61] This Court deemed the son and daughter-in-law to be builders in good faith as they introduced improvements on the lot with the knowledge and consent of their parents, the registered lot owners.[62]

No such peculiar circumstance of close family relations can be found here.

Respondents say that they believed De Mossessgeld when she told them that the lot belonged to her. Yet, the records show that De Mossessgeld was a complete stranger to them. The lack of blood relation should have been enough to put respondents on guard and convince them not to rely on her claim of ownership. If respondents had looked into the ownership of the lot, they would have easily discovered that it was titled to petitioner Pablo M. Padilla, Jr.'s mother as early as 1963 under Transfer Certificate of Title No. T-8303.

In *Baltazar v. Court of Appeals*, [63] the burden of proving the status of a purchaser in good faith lies on the person asserting that status.[64] It is not enough to invoke the ordinary presumption of good faith; that is, that everyone is presumed to act in good faith.[65] Respondents, as the party asserting the status of builder in good faith, must substantiate their claim through preponderance of evidence.[66]

To support their assertion, respondents claim that they were made to believe by De Mossessgeld that she owned the lot. Respondents also claim that they received permission from De Mossessgeld to build their houses on the land, subject to their eventual purchase of the portions where their houses stood. However, aside from this naked and self-serving testimony, respondents failed to present any evidence to bolster their claim.

Respondents likewise failed to adduce evidence that they entered into an agreement to sell with De Mossessgeld,

or that they paid her P40.00 per month as rent, pending full payment of the areas they were occupying.

Furthermore, respondents neither presented De Mossessgeld herself nor submitted proof on which she might have based her purported ownership of the lot. If De Mossessgeld proved elusive, respondents could then have presented statements from disinterested third parties who could testify that it was so well-known in the community that De Mossessgeld owned the lot that they had to believe her claim of ownership. Respondents likewise failed to prove that they exercised the necessary diligence required by their situation. They did not examine the tax declarations or the title to the property before they built on it.

Failing to substantiate their claim, respondents cannot be considered as builders in good faith. Therefore, the benefits and rights provided under Article 448 of the Civil Code do not apply.

As builders in bad faith, respondents have no right to recover their expenses over the improvements they have introduced to petitioners' lot under Article 449 of the Civil Code, which provides:

Article 449. He who builds, plants or sows in bad faith on the land of another, loses what is built, planted or sown without right to indemnity.

Under Article 452[67] of the Civil Code, a builder in bad faith is entitled to recoup the necessary expenses incurred for the preservation of the land. However, respondents neither alleged nor presented evidence to show that they introduced improvements for the preservation of the land.

Therefore, petitioners as landowners became the owners[68] of the improvements on the lot, including the residential buildings constructed by respondents, if they chose to appropriate the accessions. However, they could instead choose the demolition of the improvements at respondents' expense or compel respondents to pay the price of the land under Article 450 of the Civil Code, which provides:

Article 450. The owner of the land on which anything has been built, planted or sown in bad faith may demand the demolition of the work, or that the planting or sowing be removed, in order to replace things in their former condition at the expense of the person who built, planted or sowed; or he may compel the builder or planter to pay the price of the land, and the sower the proper rent.

Whether petitioners choose to appropriate the improvements, compel their demolition, or compel respondents to pay the price of the land, they are entitled to damages under Article 451[69] of the Civil Code.

Heirs of Durano v. Spouses Uy[70] has summarized the remedies available to the landowner:

The Civil Code provides:

Art. 449. He who builds, plants or sows in bad faith on the land of another, loses what is built, planted or sown without right of indemnity.

Art. 450. The owner of the land on which anything has been built, planted or sown in bad faith may demand the demolition of the work, or that the planting or sowing be removed, in order to replace things in their former condition at the expense of the person who built, planted or sowed; or he may compel the builder or planter to pay the price of the land, and the sower the proper rent.

Art. 451. In the cases of the two preceding articles, the landowner is entitled to damages from the builder, planter or sower.

Based on, these provisions, the owner of the land has three alternative rights: (1) to appropriate what has been built without any obligation to pay indemnity therefor, or (2) to demand that the builder remove what he had built, or (3) to compel the-builder to pay the value of the land. In any case, the landowner is entitled to damages under Article 451, abovesited.[71] (Citations omitted)

Considering that petitioners pray for the reinstatement of the Regional Trial Court Decision ordering respondents to vacate the lot and surrender its possession to them, petitioners are deemed to have chosen to appropriate the improvements built on their lot without any obligation to pay indemnity to respondents.

WHEREFORE, premises considered, the Decision dated March 19, 2012 of the Court of Appeals in CA-G.R. CV No. 96141 is REVERSED and SET ASIDE. The Decision dated July 15, 2009 of Branch 30 of the Regional Trial Court of Cabanatuan City in Civil Case No. 5469 is REINSTATED IN TOTO.

SO ORDERED.

Brion, [**] (Acting Chairperson), Del Castillo, and Mendoza, JJ., concur.
Carpio, J., on official leave.

[**] Designated acting chairperson per Special Order No. 2374 dated September 14, 2016.

[1] Rollo, pp. 9-22.

[2] Id. at 29-40. The Decision was penned by Associate Justice Rebecca De Guia-Salvador and concurred in by Associate Justices Normandie B. Pizarro and Rodil V. Zalameda of the Third Division, Court of Appeals, Manila.

[3] Id. at 23-28. The Decision was penned by Presiding Judge Virgilio G. Caballero.

[4] Id. at 23.

[5] Id.

[6] Id. at 13.

[7] Id. at 30.

[8] Id. at 23.

[9] Id.

[10] Id. at 14 and 23.

[11] Id. at 24.

[12] Id.

[13] Id.

[14] Id.

[15] Id.

[16] Id.

[17] Id. at 24-25.

[18] Id. at 25.

[19] Id.

[20] Id. at 25-26.

[21] Id. at 26-27.

[22] Id. at 23-28.

[23] Id. at 27-28.

[24] Id. at 28.

[25] Id. at 29-40.

[26] Id. at 36-37.

[27] Id. at 38-39.

[28] Id. at 9-22.

[29] Id. at 18.

[30] Id. at 44-49.

[31] Id. at 45-47.

[32] RULES OF COURT, Rule 45, sec. 6.

[33] RULES OF COURT, Rule 45, sec. 1 provides:

SECTION 1. Filing of petition with Supreme Court. - A party desiring to appeal by certiorari from a judgment or final order or resolution of the Court of Appeals, the Sandiganbayan, the Regional Trial Court or other courts whenever authorized by law, may file with the Supreme Court a verified petition for review on certiorari. The petition shall raise only questions of law which must be distinctly set forth.

[34] Quintos v. Nicolas, 736 Phil. 438, 451 (2014) [Per J. Velasco, Third Division].

[35] 269 Phil. 225 (1990) [Per J. Bidin, Third Division].

[36] Id. at 232.

[37] G.R. No. 171722, January 11, 2016
<<http://sc.judiciary.gov.ph/pdf/web/viewer.html?file=/jurisprudence/2016/january2016/171722.pdf>> [Per J. Leonen, Second Division].

[38] Id.

[39] Uniland Resources v. Development Bank of the Philippines, 277 Phil. 839, 844 (1991) [Per J. Gancayco, First Division].

[40] 260 Phil. 594 (1990) [Per J. Narvasa, First Division].

[41] Id. at 598.

[42] Medina v. Mayor Asistio, Jr., 269 Phil. 225,232 (1990) [Per J. Bidin, Third Division]

[43] Id.

[44] Pleasantville Development Corporation v. Court of Appeals, 323 Phil. 12, 22 (1996) [Per J. Panganiban, Third Division].

[45] 458 Phil. 454 (2003) [Per J. Vitug, First Division].

[46] Id. at 459-460.

[47] 76 Phil. 605 (1946) [Per C.J. Moran, En Banc].

[48] Id. at 608.

[49] 509 Phil. 137 (2005) [Per J. Carpio Morales, Third Division].

[50] Id. at 153.

[51] Rollo, p. 26.

[52] Id. at 24.

[53] Id.

[54] Id. at 27-28.

[55] Id. at 36-37.

[56] 214 Phil. 101 (1984) [Per J. Melencio-Herrera, Second Division].

[57] 482 Phil. 853 (2004) [Per J. Panganiban, Third Division].

[58] *Sarmiento v. Agana*, 214 Phil. 101, 103 (1984) [Per J. Melencio-Herrera, Second Division].

[59] Id. at 104.

[60] *Spouses Macasaet v. Spouses Macasaet*, 482 Phil. 853, 858 (2004) [Per J. Panganiban, Third Division].

[61] Id. at 857.

[62] Id. at 873.

[63] 250 Phil. 349 (1988) [Per J. Feliciano, Third Division].

[64] Id. at 366.

[65] Id.

[66] Id.

[67] CIVIL CODE, art. 452 provides:

Article 452. The builder, planter or sower in bad faith is entitled to reimbursement for the necessary expenses of preservation of the land.

[68] CIVIL CODE, art. 445 provides:

Article 445. Whatever is built, planted or sown on the land of another and the improvements or repairs made thereon, belong to the owner of the land, subject to the provisions of the following articles.

[69] CIVIL CODE, art. 451 provides:

Article 451. In the cases of the two preceding articles, the landowner is entitled to damages from the builder, planter or sower.

[70] 398 Phil. 125 (2000) [Per J. Gonzaga-Reyes, Third Division].

[71] Id. at 153-154.

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