

GERARDO RUPA, SR., PETITIONER, VS. THE HONORABLE COURT OF APPEALS AND MAGIN SALIPOT, RESPONDENT.

G.R. No. 80129. January 25, 2000

Ponente: GONZAGA-REYES, J.

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GONZAGA-REYES, J.:

Before us is a petition for review on certiorari of the Decision[1] of the Court of Appeals (CA), dated June 5, 1987, affirming the dismissal by the Regional Trial Court of Masbate, Branch 46, of the Complaint for Redemption with Damages filed by herein petitioner Gerardo Rupa, Sr. (RUPA) against herein private respondent Magin Salipot (SALIPOT).

The antecedents as found by the CA are as follows:

"1) On March 26, 1981, herein petitioner Gerardo Rupa filed an action for redemption with damages against Magin Salipot before the then Court of Agrarian Relations, Tenth Regional District, Branch IV, Sorsogon, Sorsogon, claiming that he was the agricultural share tenant for more than 20 years of a parcel of coconut land[2] formerly owned by Vicente Lim and Patrocinia Yu Lim; that since he assumed tenancy over the questioned property, he was the one watching, taking care of and cleaning the coconut plantation; he also gathers coconuts every three months and processes them into copra which he shares with the Lim spouses under a 50-50% sharing basis; that aside from being a share tenant, he is also the overseer of four parcels of coconut land situated in the sitios of Minuswang and Comunal, Armenia, Uson, Masbate also owned by the Lim spouses; that the Lim spouses, however, sold the property to herein respondent Magin Salipot without any prior written or verbal notice to the petitioner in the sum of P5,000.00 sometime in January 1981 (Annex A, Deed of Absolute Sale, Petition); that on February 16, 1981, petitioner came to know about the sale of the property to the respondent when he was informed in writing by the former landowner, and wanting to buy the property for himself, petitioner sought the assistance of the local office of Agrarian Reform at Masbate, Masbate, but no agreement was reached; that the petitioner manifesting his willingness to redeem the questioned property in the same amount of P5,000.00 bought by respondent, deposited the amount with the trial court (Annex "B", Petition). Petitioner, thus, prayed for judgment authorizing his right of redemption over the property including his shares of the harvest, damages and expenses arising herein.

2) On April 14, 1981, respondent Magin Salipot filed his answer denying petitioner's allegation of tenancy over the questioned property and claimed that petitioner was hired every now and then to oversee the copra-making of the laborers of spouses Lim, with remuneration based on the weight of copra produced. In his affirmative and special defenses, respondent claimed that he bought the registered parcel of land from the spouses Lim who in turn bought the same from the original registered owner Diego Prieto, who was issued OCT-1853, and since both deeds of sale, one executed by Diego Prieto in favor of the Lim spouses and the second, by the Lim spouses to herein respondent, have not yet been registered or legally conveyed to respondent, the action for redemption filed by the petitioner against respondent is pre-mature; that petitioner had never been a tenant of spouses Lim over the land in question; that the right of redemption had already been lost by laches or non-use, because more than 180 days had lapsed since petitioner had actual knowledge of the sale in favor of respondent.

xxx."[3]

After hearing, the Regional Trial Court of Masbate (which had taken over the Court of Agrarian Relations pursuant to BP 129) rendered a decision dated July 17, 1985, dismissing the complaint on the ground that RUPA was not a tenant of the subject property, thus, not entitled to exercise the right of redemption over the same. RUPA was also held liable in attorney's fees in the amount of P5, 000.00 and P3, 000.00 as litigation expenses. RUPA filed a notice of appeal. The CA required the parties to file their memoranda within a non-extendible period of 15 days from notice thereof, after which the case shall be considered submitted for decision with or without memoranda.[4] SALIPOT manifested that he was adopting the memorandum filed with the court a quo, while no memorandum was received from RUPA.[5] The decision of the trial court was affirmed in toto by the CA in its judgment promulgated on June 5, 1987, holding as follows:

"xxx, this Court finds, as the court a quo also held, that there is no clear and convincing evidence to show that plaintiff was a share tenant of spouses Lim. The admission made by plaintiff Gerardo Rupa in Criminal Case No. 532-U, entitled *People of the Philippines vs. Mariano Luzong*, filed six months after this instant case was instituted, negates his claim of tenancy. Plaintiff RUPA, during the proceedings in the Criminal Case, admitted that he was the overseer and the administrator of five (5) parcels of land, one of which is this land in question, owned by the Lim spouses in Armenia, Uson, Masbate. This was aptly discussed by the lower court in its decision as follows:

"After an impartial scrutiny and evaluation of the facts and the law involved, the Court finds and so rules that, by a preponderance of proof, plaintiff Gerardo Rupa, Sr., either on July 30, 1979 or in January, 1980 (when the two identical deeds of sale involving the same land in dispute were respectively executed by the Lim spouses in favor of defendant Magin Salipot) was actually not a share-tenant but the overseer and administrator of the Lim spouses of their five (5) parcels of land in Armenia, Uson, Masbate, in the light of his own admission of such fact and status, under oath, in no less than a solemn judicial proceeding which officially commenced on September 9, 1981, particularly in Criminal Case No. 532-U of the MCTC of Dimasalang-Palanas-Uson (Exhs. 6 and 6-A), more so because seven (7) months earlier, or specifically on March 21, 1981, he had already commenced the case at bar in Sorsogon, Sorsogon, precisely to ventilate his alleged right of redemption as an ousted share tenant of the land's former owner. The Court notes quite emphatically that herein plaintiff, in making such an admission against his own interest, was fully aware of the pendency of this instant suit but such fact notwithstanding, he nevertheless disclosed under oath that he was, indeed, the overseer and administrator (not a mere share-tenant of the Lim spouses, the two status being inherently incompatible (pp. 100-101 Expediente, Decision)."

The act, declaration or omission of a party as to a relevant fact, may be given in evidence against him (Section 22, Rule 130 of the Rules of Court). At the time the plaintiff-appellant admitted that he was the administrator of Vicente Lim, he had already instituted the action for redemption with damages against Magin Salipot, wherein he alleged that he was the share-tenant of the Lim spouses. Knowing fully well that his right of legal redemption is based on his status as share-tenant, he still admitted, six months later, in *Crim. Case 532-U*, that he was the administrator of five (5) parcels of land owned by the Lim spouses in Armenia, Uson, Masbate. His admission, which is clearly adverse to his own interest, constitutes an admission receivable against him. A man's act, conduct and declaration, whenever made, if voluntary, is admissible against him for it is fair to presume that they correspond with the truth, and it is his fault if they do not (*US vs. Ching Po*, 23 Phil. 578, 583).

Furthermore, the observation of the court a quo is correct in taking judicial notice of the proceedings in other causes, because of their close connection with the matter in controversy. (*Moran*, *Comments on the Rules of Court*, Vol. 5, 1980 ed. P. 48)

Aside from his own admission that he was the administrator of the Lim spouses, there is no clear and positive

proof that Gerardo Rupa performed the duties of a tenant in personally tilling and cultivating the land which he allegedly tenanted. From the decision rendered in Crim. Case 532-U, prosecution witnesses Pablito Arnilla and Antonieta Rongasan admitted that they were the hired laborers of Gerardo Rupa in tilling the land in question (Under R.A. 1199, a share tenant must personally till the land, possibly with the aid of the immediate farm household). The aforementioned witnesses may not have been aware of the implication in admitting that they were the hired laborers of Gerardo Rupa. Their admission detracts from the veracity of the claim of Gerardo Rupa that he personally tilled and cultivated the land as share tenant. As found by the trial court in the said criminal case, "the said piece of evidence (referring to the admissions) of the prosecution is sufficient to create doubt that there is motive on their part, to testify falsely in favor of the complainant Gerardo Rupa, who is so interested in redeeming the property of Magin Salipot wherein Mariano Luzong is the tenant (Exh. 6, page 4)."

As to Gerardo Rupa's claim of tenancy, Republic Act 1199, which governs the relations between landholders and tenants of coconut lands, defines a tenant as a person who, himself and with the aid available from within his immediate farm household, cultivates the land belonging to, or possessed by another with the latter's consent for purposes of production and sharing the produce with the landholder under the share tenancy system (Sec. 5 (a) RA 1199). A person who does not work or till the land is not a tenant (*Rural Progress Administration v. Dimson*, L-6068, April 26, 1955; *Juanito Viernes v. Rodrigo Reyes*, CA-GR No. SP-05989, Feb. 24, 1977). For a person to be considered a tenant, one must perform personally all the phases of cultivation with the aid of the immediate members of his family. Thus, if a tenant merely hires laborers to do all the labor, he is deemed to have waived or abandoned his tenancy rights over the land (*Pellejera vs. Lopes*, CA-GR No. SP-06719, Oct. 28, 1971). Thus, absent personal cultivation on the part of the plaintiff, no share tenancy relationship can be said to exist between the Lim spouses and Gerardo Rupa.

There is further evidences to show that Gerardo Rupa could not have been the tenant of the Lim spouses over the lot in question at the time of the sale. In his testimony, Vicente Lim, owner of the land in question, testified that Gerardo Rupa was his comprador or agent of copra, and had never been his tenant. He also stated that the plaintiff was the administrator of his five parcels of land in Arsenia, Uson, Masbate (TSN, March 11, 1985, p. 14). This claim is corroborated by the Municipal Treasurer of the Municipality of Uson, Masbate, certifying that Gerardo Rupa had been engaged in business as copra buyer of Armenia, Uson, Masbate from May 19, 1978 to October 10, 1979 (Exh. 4)."[6]

Hence, this petition was filed to seek a reversal of the decision of the CA. According to RUPA, the CA erred in declaring that he is not a share tenant based on passing statements contained in a decision in another case and on the certificate issued by the Office of the Municipal Treasurer that RUPA was engaged in business as copra buyer from May 19, 1978 to October 10, 1979. Consequently, this Court is asked to determine the real status of RUPA, who claims to be a tenant of the subject land and entitled to the benefits of tenancy laws. SALIPOT objects, contending that the instant petition should be dismissed considering that the issue raised is factual and that the admission made by RUPA in the course of a judicial proceeding is a substitute for and reason to dispense with the actual proof of facts.

We do not agree with the contentions of private respondent SALIPOT. The CA committed reversible error in relying mainly on statements made in a decision in another case, and, secondarily on the certificate of the Municipal Treasurer as basis for establishing the status of petitioner as share-tenant in the subject land.

True, whether a person is a tenant or not is basically a question of fact and the findings of the respondent CA and the trial court are, generally, entitled to respect and non-disturbance.[7] In *Talavera vs. Court of Appeals*,[8] this Court held that a factual conclusion made by the trial court that a person is a tenant farmer, if it is supported by the minimum evidence demanded by law, is final and conclusive and cannot be reversed by the appellate tribunals except for compelling reasons. Inversely, a factual conclusion by the appellate court that the evidence fails to establish the status of a person as a tenant farmer is conclusive on the parties and carries even more weight when

said court affirms the factual findings of the trial court. In the case at bar, however, we find there are such compelling reasons for this Court to apply the exception of non-conclusiveness of the factual findings of the trial and appellate courts on the ground that the "findings of fact of both courts is premised on the supposed absence of evidence but is in actuality contradicted by evidence on record." [9] A careful examination of the record reveals that, indeed, both the trial court and the appellate court overlooked and disregarded the overwhelming evidence in favor of RUPA and instead relied mainly on the statements made in the decision in another case.

A tenant is defined under Section 5 (a) of Republic Act No. 1199 as a person who himself and with the aid available from within his immediate farm household cultivates the land belonging to or possessed by another, with the latter's consent, for purposes of production, sharing the produce with the landholder under the share tenancy system, or paying to the landholder a price certain or ascertainable in produce or in money or both under the leasehold tenancy system. Briefly stated, for this relationship to exist, it is necessary that:

- The parties are the landowner and the tenant;
- The subject is agricultural land;
- There is consent;
- The purpose is agricultural production;
- There is personal cultivation; and
- There is sharing of harvests. [10]

Upon proof of the existence of the tenancy relationship, RUPA could avail of the benefits afforded by RA 3844 [11], as amended, particularly, Section 12 thereof which reads:

"SEC. 12. Lessee's right of redemption. – In case the landholding is sold to a third person without the knowledge of the agricultural lessee, the latter shall have the right to redeem the same at a reasonable price and consideration: Provided, That the entire landholding sold must be redeemed: Provided, further, That where there are two or more agricultural lessees, each shall be entitled to said right of redemption only to the extent of the area actually cultivated by him. The right of redemption under this Section may be exercised within two years from the registration of the sale, and shall have priority over any other right of legal redemption."

As correctly pointed out by the CA, this right of redemption is validly exercised upon compliance with the following requirements: a) the redemptioner must be an agricultural lessee or share tenant; b) the land must have been sold by the owner to a third party without prior written notice of the sale given to the lessee or lessees and the DAR in accordance with sec. 11, RA 3844, as amended; c) only the area cultivated by the agricultural lessee may be redeemed; d) the right of redemption must be exercised within 180 days from notice; and e) there must be an actual tender or valid consignment of the entire amount which is the reasonable price of the land sought to be redeemed. [12]

However, as aforesaid, the CA failed to take into account the other material evidence on record to arrive at its finding that RUPA was not a tenant-farmer. The decision dated March 11, 1985 relied upon by the CA stemmed from Criminal Case No. 532-U for Malicious Mischief which was instituted upon a complaint filed by RUPA against one Mariano Luzong who happens to be the son-in-law of SALIPOT. According to RUPA, Mariano Luzong destroyed the banana and cassava plants in his farm in Armenia, Uson, Masbate. It was stated in the decision that RUPA "claimed that he is the administrator of the five parcels of land owned by Patrocinio Lim in Armenia, Uson, Masbate" [13]; and that the "prosecution witnesses, Pablito Arnilla, and Antonieta Bongasan, the alleged eyewitnesses to the destruction of the banana plants and cassava plants admitted being hired laborers of Gerardo Rupa in tilling the latter's farm." [14]

It is believed that the statements in the said decision are not sufficient basis to overcome the rights of RUPA as provided in the Constitution and agrarian statutes and upheld by this Court. The essence of agricultural tenancy lies in the establishment of owner-cultivatorship and the economic family-size farm as the basis of Philippine agriculture, and as a consequence, divert landlord capital in agriculture to industrial development.[15]

The statements made in the decision that "[Rupa] claimed that he was made administrator by the Lim spouses of their five (5) parcels of land in Armenia, Uson, Masbate" and that the "prosecution witnesses in that case, namely, Pablito Arnilla and Antonieta Rongasan admitted that they were hired laborers of Rupa in tilling the land in question" should not have been relied upon by the CA to conclusively disprove the tenancy relationship.

First of all, we must look at the context in which these statements were made. The admission made by RUPA as stated in the decision was made, as mentioned earlier, in a criminal case for malicious mischief which RUPA filed against one Mariano Luzong, son-in-law of SALIPOT, on the ground that the latter destroyed the banana and cassava plants growing in RUPA's farm. Said statement was apparently made to prove RUPA's standing to file the complaint and to prove how he could have witnessed the destruction made by said person.

Second, in claiming that he was administrator of the property, RUPA, a farmer of limited education must have used the word "administrator" in a loose sense to mean one taking care of a certain piece of property by clearing and planting on the same. As aptly pointed out by counsel for RUPA during the trial, with no objection from the counsel of SALIPOT, "under common usage in the locality, the term administrator is used interchangeably with tenancy.[16]

Third, the CA did not bother to explain its finding on the "inherent incompatibility" between being a tenant-farmer and an administrator or overseer. According to RUPA, he was tenant of one parcel of land belonging to the Lim spouses and administrator or overseer of the other four parcels of land owned by the said spouses. SALIPOT and his witnesses had interchangeably claimed RUPA to be an overseer and a copra agent or copra buyer. As overseer, he may have been receiving a fixed salary. As tenant under our legal definition, he may have been sharing the harvests with the landowner. This may well lead a person to find an incompatibility between the two. However, one could in fact be overseer of a parcel of land, supervising the laborers therein and receiving a fixed salary for one's services, and at the same time, act as tenant farmer in another landholding.

Fourth, the testimony of the prosecution witnesses that they were "hired laborers" should not have been given significant weight by the CA. The rule is well-settled that the rights of a person cannot be prejudiced by the declaration, act or omission of another, except as provided by the Rules of Court in cases of admission by a co-partner, agent, conspirator and privies. The said witnesses do not come under any of these exceptions.[17]

As regards the certificate issued by the Office of the Treasurer to the effect that RUPA was a copra buyer from May 19, 1978 to October 10, 1979, we find that this does not necessarily rule out RUPA's claim that he was tenant-farmer since 1962. RUPA has satisfactorily explained that "pursuing two or three lines of work is nothing new. In coconut lands, harvest seasons come far and in between, and the tenant can always engage in the business of copra-buying in the interim." [18] Moreover, the dates indicated therein cover only a short period of time as against RUPA's claim that he was tenant from 1963 until his ejectment sometime in 1981.

We are therefore constrained to overturn the appealed judgment insofar as it ruled that the records do not establish RUPA'S status as an agricultural tenant. Indeed, the testimony of RUPA and his witnesses in open court, in our view, had not been convincingly rebutted and we have no reason to doubt the veracity of the testimonies of his witnesses. Certainly, the passing statements contained in the decision in the criminal case for malicious mischief cannot overcome the evidentiary value of the testimonies of said witnesses. A meticulous review of the record would have found overwhelming evidence in favor of RUPA. A scrutiny of the entire evidence on hand would be

in line with the State's policy of achieving a dignified existence for the small farmers free from pernicious institutional restraints and practices.[19]

RUPA's evidence to prove the tenancy relationship consisted of his own testimony and those of his witnesses Jose V. Seraspi, Gregorio Mortal, Hermogenes Mahinay and Alfredo Patotoy. The foregoing evidence comes from persons actually residing where the land is located from whose declarations it appears that RUPA has physically possessed the landholding continuously from 1963 until he was ejected from it. RUPA lives on the landholding and he has built a house next to the copra kiln. It has also been established that RUPA has cultivated the land from the time he has taken possession thereof in 1963, although there may have already been existing coconut trees in the landholding. At this point it is apt to quote the disquisition of this Court in *Guerrero vs. Court of Appeals*[20] regarding the cultivation of coconuts, to wit:

"The definition of cultivation is not limited merely to the tilling, plowing or harrowing of the land. It includes the promotion of growth and the care of the plants, or husbanding the ground to forward the products of the earth by general industry. The raising of coconuts is a unique agricultural enterprise. Unlike rice, the planting of coconut seedlings does not need harrowing and plowing. Holes are merely dug on the ground of sufficient depth and distance; the seedlings placed in the holes and the surface thereof covered by soil. Some coconut trees are planted only every thirty to a hundred years. The major work in raising coconuts begins when the coconut trees are already fruit-bearing. Then it is cultivated by smudging or smoking the plantation, taking care of the coconut trees, applying fertilizer, weeding and watering, thereby increasing the produce."

The fact that RUPA has been planting coconut seedlings and minor crops in the vacant portions of the subject land as well as cleaning and gathering coconuts to process them into copra is borne out by the records. Further indicating the tenancy relationship between the landlord and RUPA is their agreement to share 50/50. The sharing arrangement taken together with other factors characteristic of tenancy shown to be present in the case at bar, strengthens the claim of RUPA that indeed, he is a tenant.

On the other hand, the stand of SALIPOT that RUPA was merely a copra agent and overseer and that one Hermogenes Mahinay was the tenant of the Lims from 1963 up to the time he bought the subject land in 1979 is belied by the records. SALIPOT offered in evidence his own testimony and those of witnesses Arnulfo Morata, Felipe Gelordo, Mariano Luzong and Vicente Lim, Sr. to support this version.

SALIPOT testified that he is a farmer and resident of Armenia, Uson, Masbate; that Hermogenes Mahinay was the tenant of the Lims since 1962 until 1979 when he purchased the property; that he bought the property in July 29 or 30, 1979; that two deeds of sale were executed over the same property, one in July 30, 1979 and another in January 1981, because he had not yet paid in full the purchase price; that RUPA was the copra agent of Lim.[21]

Vicente Lim, Sr. corroborated the said testimony of SALIPOT.[22] Arnulfo Morata (MORATA) and Felipe Gelordo (GELORDO) testified that they were both farmers residing in Armenia, Uson, Masbate; both stated that it was Hermogenes Mahinay who tenanted the landholding; and that RUPA was merely the overseer of the same. According to MORATA he always passes by the subject landholding because his own land is at the far end of the area but he never saw RUPA in the subject land.[23] However, on cross-examination, he stated that the first time he saw Mahinay in the land in question was only in 1979.[24] On the other hand, according to GELORDO, he is familiar with the facts of the case as he stays on a parcel of land opposite the subject landholding. He stated that he did not see RUPA occupy the subject landholding.[25] But on cross-examination, GELORDO admitted that the matters he was testifying on were told to him by SALIPOT.[26]

It is odd that MORATA and GELORDO testified that they never saw RUPA in the subject landholding of which SALIPOT alleged RUPA to have been an administrator. Even more strange is the testimony of MORATA that he only saw Mahinay in the subject land sometime in 1979 contrary to SALIPOT's claim that he has been tenant of

the subject land since 1962. Further, GELORDO admitted that he was testifying on matters as told to him by SALIPOT. The testimonies of MORATA and GELORDO are clearly flawed and detract from their credibility.

Over and above the foregoing, RUPA has successfully rebutted the claims of SALIPOT in presenting Hermogenes Mahinay himself in his favor. Hermogenes Mahinay himself testified that he is a farmer and resident of Malamag, Pio V. Corpus, Masbate and presently, Armenia, Uson, Masbate; that he knows the parties in the case; that he transferred from Pio V. Corpus to Armenia, Uson in 1972; that RUPA was the one working the subject land; that he stayed in the land in question for less than a year; that he was never a tenant of the subject land from 1962 to 1979 contrary to the claim of SALIPOT.[27] On cross-examination, he reiterated that he was never a tenant but RUPA was; that he executed an affidavit that RUPA was never a tenant in the land in question without reading the same because he doesn't know how to read and write; that he affixed his thumb mark anyway because he was told that the contents were good; that he was just told to affix his thumb mark.[28] There is no reason to doubt the credibility of this witness who has candidly and straightforwardly denied ever being a tenant of the subject land.

We are also inclined to believe the position of RUPA that he came to know of the sale of the land to SALIPOT only on February 16, 1981 as evidenced by a letter of the same date of the former landowner Patrocenia Yu Lim to RUPA informing the latter to give up possession of the land to SALIPOT as the land had already been sold to the latter.[29] Thus, the action for redemption commenced on March 26, 1981 was filed within the six-month reglementary period. SALIPOT is likewise estopped from claiming that the true purchase price is P15,000.00 instead of P5,000.00 as reflected in the deed of sale, which was admittedly done to lower the tax liabilities of the parties to the sale.[30] We cannot countenance this act of misstating the true purchase price as a means to circumvent our tax laws. Hence, SALIPOT cannot claim that the amount of P5,000.00 consigned by RUPA is inadequate for purposes of exercising the right of redemption.

RUPA has since passed away and the right now devolves to his heirs, as the right to redeem is a property right which is transmissible to the heirs.[31] The issue on damages and share of harvests was not raised before the CA for failure of RUPA to file his memorandum, hence, we cannot pass upon the same. It is well-settled that a party is not permitted to raise before the Supreme Court an issue which he did not raise in the Court of Appeals.[32]

WHEREFORE, the petition is GRANTED. The assailed decision of the Court of Appeals, which affirmed that of the Regional Trial Court, is REVERSED and SET ASIDE.

SO ORDERED.

Melo, (Chairman), Vitug, Panganiban, and Purisima, JJ., concur.

[1] Per Justice Conrado T. Limcaoco and concurred in by Justices Ricardo P. Tensuan and Gloria C. Paras.

[2] Described as follows in the petition: A parcel of coconut land situated at Armenia, Uson, Masbate, Philippines, containing an area of 22,179 square meters, covered by O.C.T. No. P-1853 and Tax Declaration No. 2364 in the name of Patrocenia Yu Lim. Bounded on the north, by Apolonio Lacha; East, by Bonifacio Serrano; South, by V. Lusanta, and on the west, by Victoriano Lusanta, Original Records, p.1.

[3] Rollo, pp. 13-14.

[4] Intermediate Appellate Court Special Cases Roll, p. 12.

[5] Ibid., p. 15.

[6] Rollo, pp. 15-18.

[7] Guerrero vs. Court of Appeals, 142 SCRA 136 (1986)

[8] 182 SCRA 778 (1990)

[9] Villanueva vs. Court of Appeals, 267 SCRA 89 (1997)

[10] Caballes vs. Department of Agrarian Reform, 168 SCRA 247, 254 (1988); Tiongson vs. CA. 130 SCRA 482, 488 (1984)

[11] An Act To Ordain The Agricultural Land Reform Code And To Institute Land Reforms In The Philippines, Including The Abolition Of Tenancy And The Channeling Of Capital Into Industry, Provide For the Necessary Implementing Agencies, Appropriate Funds Therefor And For Other Purposes.

[12] Citing Gumaru vs. Agub, et. al, CA-GR No. 07617-R, dated April 28, 1978, see rollo, p. 15.

[13] Original Records, Exhibit 6, p. 56.

[14] Ibid.

[15] Section 2 of Republic Act No. 3844, as amended.

[16] TSN dated March 11, 1985, p. 4.

[17] Section 28, Rule 130, Rules of Court, as amended.

[18] Rollo, p. 9.

[19] Sec. 2[2], Code of Agrarian Reforms.

[20] 142 SCRA 136 (1986) citing Delos Reyes vs. Espinelli, 30 SCRA 574 and Marcelo vs. de Leon, 105 Phil.1175)

[21] TSN dated March 11, 1982, pp. 3-36.

[22] TSN dated March 11, 1985, pp. 11-21.

[23] TSN dated January 11, 1985, pp. 2-8.

[24] TSN dated January 11, 1985, pp. 6-8.

[25] TSN dated February 22, 1985, pp. 2-8.

[26] TSN dated February 22, 1985, pp. 9-16.

[27] TSN dated March 11, 1985, pp. 26-32.

[28] TSN dated March 11, 1985, pp. 32-34.

[29] Exhibit "B"; Rollo, p. 58.

[30] TSN adted March 11, 1985, pp.11-20.

[31] Art. 781. The inheritance of a person includes not only the property and the transmissible rights and obligations existing at the time of his death, but also those which have accrued thereto since the opening of the succession. (Civil Code of the Philippines)

[32] Republic Resources and Development Corporation vs. Court of Appeals, 203 SCRA 164 (1991)

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