



Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court's First Division, issued a Resolution dated **October 17, 2022** which reads as follows:*

“G.R. No. 260897 [Formerly UDK 17028] (Marcela Siatol Francisco, Carlito Siatol and Emelito Siatol, petitioners vs. Damaso P. Uy and Rizalino P. Uy, respondents). – This is an Appeal by *Certiorari*¹ seeking to reverse and set aside the July 22, 2020 Decision² and the April 15, 2021 Resolution³ of the Court of Appeals (CA) in CA-G.R. CV No. 05006-MIN. The CA affirmed the March 16, 2018 Decision⁴ of the Regional Trial Court, Branch 10, Dipolog City (RTC), which ruled in favor of respondents Damaso P. Uy and Rizalino P. Uy (*respondents*) in an action for quieting of title docketed as Civil Case No. 4958.

Antecedents

Two parcels of land covered by Original Certificates of Title (OCT) No. P-2533 and Homestead No. V-64091 under Oct No. P-2602 were registered in the name of Tiburcio Larot (*Tiburcio*).⁵ After Tiburcio's death, a special proceeding to settle the estate was filed on May 29, 1956, docketed as SP No. R-137, entitled: “*In the Matter of the Intestate Estate of Hilario de los Nieves alias Tiburcio Larot.*” The case was filed by the brothers and sisters of Tiburcio, including Tiburcio's brother, Feliciano de los Nieves (*Feliciano, et al.*). They claimed that Tiburcio died a bachelor without any ascendant or descendant, hence, as siblings of Tiburcio, they are the

¹ *Rollo*, pp. 13-33.

² *Id.* at 34-54; penned by Associate Justice Evalyn M. Arellano-Morales, with Associate Justices Edgardo A. Camello and Angelene Mary W. Quimpo-Sale, concurring.

³ *Id.* at 60-62; penned by Associate Justice Evalyn M. Arellano-Morales, with Associate Justices Edgardo A. Camello and Loida S. Posadas-Kahulugan, concurring.

⁴ *Id.* at 69-91; penned by Judge Cherry Joy C. Concha-Ageas.

⁵ *Id.* at 35.

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legitimate heirs. In said special proceeding, the heirs of a certain Patricia Abitona (*Abitona*) appeared and alleged that she was the wife of Tiburcio. Meanwhile, a certain Macaria Larot (*Macaria*) also appeared and alleged that she was the only natural child of Tiburcio. Eventually, all the parties in the special proceeding executed Amicable Settlements dated August 30, 1957 and November 15, 1958, respectively.⁶

On June 2, 1962, the RTC issued an Order (*June 2, 1962 Order*) adopting the amicable settlement between the parties. The said Order was annotated on the titles of OCT Nos. P-2533 and P-2602, under Entry Nos. 8245 and 8243, respectively. The annotation reads:

Court order in favor of the Heirs of Patricia Abitona [et al.] – Adjudicating 40% share from the western portion of the two parcels of land covered by OCT [Nos.] P-2602 and P-2533, together with the permanent improvements thereon in favor of the Heirs of Patricia Abitona; 35% from the middle portion of the two parcels of the land covered by the same certificate of titles (sic) in favor of the brothers and sisters of Tiburcio Larot; and 25% share from the eastern portion of the same two parcels of the land covered by the same certificate of titles [sic] in favor of Macaria Larot (See order of the Court dated June 2, 1962 in Sp. Proceedings No. P-137 of the Court of First Instance of Zamboanga del Norte[.]

Date of Document: June 2, 1962

Date of Inscription: February 5, 1963⁷

Thus, pursuant to the amicable settlements, on August 7, 1963, Transfer Certificate of Title (*TCT*) No. 7053 was issued for Lot 1318 and TCT No. 7054 was issued for Lot 2760 in the names of the heirs of Patricia Abitona, with 40% share (western portion); Feliciano, *et al.* with 35% share (middle portion); and Macaria, with 25% share (eastern portion).⁸

Later, the 35% share of Feliciano, *et al.* (*subject lot*), was sold to a certain Marietta Adaza (*Adaza*). Subsequently, on June 28, 1979, Adaza sold half of the subject lot to respondents. Later, on March 2, 1983, Adaza again sold the other remaining half of the subject lot to respondents. Accordingly, TCT No. T-39307 was issued to respondents. The subject lot contained an area of 134,591 square meters and was located at Diosan, Manukan, Zamboanga del Norte.⁹

⁶ Id. at 36-41.

⁷ Id. at 69-70.

⁸ Id. at 90-91.

⁹ Id. at 42.

In November 1986, defendants-appellants below¹⁰ entered the subject lot and harvested the coconuts therein without the consent of respondents. In 1989, defendants-appellants below again entered the property and made copra from the coconuts without respondents' consent. The incident was repeated on February and April 1995. Later, Macaria claimed that the subject lot was theirs, alleging that Feliciano, *et al.* had no right to own the same. Hence, respondents filed an action for quieting of title, damages, preliminary injunction and immediate *ex parte* restraining order before the RTC against Macaria Larot, Eulogio Siatol, Marcela Siatol, Reynaldo Francisco, Carlito Siatol, Judito Siatol, Emelito Siatol, Rodrigo Francisco, Jonathan Francisco, Reymar Francisco, Marjome Siatol and their successors-in-interest and laborers.¹¹

The RTC Ruling

In its Decision¹² dated March 16, 2018, the RTC ruled in favor of respondents, declaring them the registered owners of the subject lot covered by TCT No. T-39307. The dispositive portion of the decision reads:

WHEREFORE, premises considered, the court finds for the plaintiffs and against the defendants. Defendants have no right whatsoever to Lot 2 covered by TCT No. T-39307 registered in the names of the plaintiffs.

Defendants are ordered not to disturb the occupation, possession and enjoyment of the plaintiffs in Lot 2 covered by TCT No. 39307.

Defendants are ordered to pay the plaintiffs the following:

[P]10,000.00 – as moral damages;
[P]10,000.00 – as exemplary damages;
[P]10,000.00 – as attorney's fees; and
[P]10,000.00 – as cost[s] of suit.

SO ORDERED.¹³

The RTC held that Macaria was a signatory to the amicable settlement in the special proceedings case which was the basis of the June 2, 1962 Order. The said order divided Lots 1318 and 2760, and had become final and

¹⁰ Id. at 34; defendants-appellants in the CA, namely: Macaria Larot, Eulogio Siatol, Marcela Siatol, Reynaldo Francisco, Carlito Siatol, Judito Siatol, Emelito Siatol, Rodrigo Francisco, Jonathan Francisco, Reymar Francisco, Marjome Siatol, Their Laborers, Agents and Persons Acting in Their Behalf.

¹¹ Id.

¹² Id. at 69-91.

¹³ Id. at 90-91.

executory, thus defendants-appellants have no legal basis to support their claim of ownership for the whole area of said lots.¹⁴

Aggrieved, defendants-appellants appealed to the CA.

The CA Ruling

In its Decision¹⁵ dated July 22, 2020, the CA denied defendants-appellants' appeal. The dispositive portion of the decision, reads:

WHEREFORE, the instant Appeal is **DENIED**. The 16 March 2018 Decision of the Regional Trial Court, Branch 10, Dipolog City, in Civil Case No. 4958 is hereby **AFFIRMED**.

SO ORDERED.¹⁶

The CA held that respondents' certificates of title were valid and effective, and that defendants-appellants' claim over the subject property had no legal basis. The amicable settlement was the basis for the June 2, 1962 Order, which divided the properties of Tiburcio to Feliciano, *et al.*, Abitona and Macaria. The share of Feliciano was then sold to Adaza, and then sold to respondents, who were able to secure a certificate of title in their name.¹⁷ The CA also held that the principle of *res judicata* applies in this case as the June 2, 1962 Order had long attained finality. The order cannot then be subject to review especially as Macaria was a signatory to the amicable settlement which became basis of the said order.¹⁸

Defendants-appellants' Motion for Reconsideration¹⁹ was denied by the CA in its April 15, 2021 Resolution.²⁰

Hence, this Petition for Review on *Certiorari*.²¹ Only Marcela Siatol Francisco, Carlito Siatol, and Emelito Siatol (*petitioners*) filed the petition.

¹⁴ Id. at 90.

¹⁵ Id. at 34-54.

¹⁶ Id. at 54.

¹⁷ Id. at 48-49.

¹⁸ Id. at 51-53.

¹⁹ Id. at 55-59.

²⁰ Id. at 60-62.

²¹ Id. at 13-33.

ISSUES

- (1) Whether the CA erred in applying *res judicata* based on a void compromise agreement in a previous special proceedings case annotated on the certificate of title.
- (2) Whether the CA erred in validating conveyances made in violation of the free patent and homestead patent conditions over the subject lots.

Petitioners argue that the intestate court, which issued the June 2, 1962 Order, had no jurisdiction to approve the amicable settlement because the said court merely recognized the status of the parties by mere stipulation. Article 2035²² of the Civil Code prohibits compromise over civil status of persons. Thus, the judgment approving the void agreement is likewise a void judgment that can never attain finality, therefore, *res judicata* is not applicable in the present case. Finally, petitioners argue that the homestead land, covered by OCT No. P-2602, cannot be alienated within the legal period without State approval.²³

The Court's Ruling

The Court finds the appeal unmeritorious.

The approval of the amicable settlement has the effect of res judicata on the parties.

A review of the records of the case shows that petitioners' arguments are mere reiterations of those raised in the CA on appeal. In any case, this Court agrees with the findings of the lower courts and finds that the arguments set forth by petitioners lack merit.

²² Article 2035 of the Civil Code, reads:

Article 2035. No compromise upon the following questions shall be valid:

- (1) The civil status of persons;
- (2) The validity of a marriage or a legal separation;
- (3) Any ground for legal separation;
- (4) Future support;
- (5) The jurisdiction of courts;
- (6) Future legitime.

²³ *Rollo*, pp. 21-27.

As found by the lower court, and which was not disputed by petitioners, the subject property was part of the land owned by Tiburcio. After his death, special proceedings ensued on May 29, 1956 for the settlement of Tiburcio's intestate estate which was filed by Tiburcio's brother, Feliciano. An opposition was filed by Macaria and the heirs of Abitona in the special proceeding, but the parties eventually decided to execute amicable settlements where they willingly agreed on the division of the subject property.

The parties voluntarily executed amicable settlements in the form of compromise agreements, which effectively partitioned the properties owned by Tiburcio. These amicable settlements were the basis of the June 2, 1962 Order, which resolved the settlement proceedings. Later, Feliciano and the siblings of Tiburcio then sold their share of the property to Adaza, who then sold the subject property to respondents. A clean title was then issued in the names of respondents on December 5, 1986. In the present case, petitioners are now claiming the whole area of the subject property and refusing to honor the June 2, 1962 Order.

Again, it must be pointed out that the amicable settlement, which became the basis for the June 2, 1962 Order issued by the intestate court, was signed by petitioners' mother, Macaria. The order became final and executory and was annotated on the back of the original titles, OCT Nos. 2533 and 2602, which partitioned the subject property. It also bears emphasis that no action was filed by petitioners or their predecessors-in-interest to nullify the judicially approved compromise agreement, pursuant to *Yusay v. Yusay Gonzales*.²⁴

As no such action to nullify the partition of the subject property was timely filed by petitioners against the June 2, 1962 Order, the judicially approved compromise agreement, which divides the subject property among the heirs, shall stand. Hence, this Court finds that the CA did not err in ruling that the principle of *res judicata* applies.

Res judicata means "a matter adjudged; a thing judicially acted upon or decided; a thing or matter settled by judgment."²⁵ It is a principle applied in courts of law when an existing final judgment or decree rendered on the

²⁴ 106 Phil. 46 (1959). In that case, the Court declared a court-approved project of partition as null and void for the reason that the signature of one of the heirs was procured through fraud and false representation. This was due to the fact that the partition deprived the heir of his or her legal share in the inheritance. Thus, it was decreed that a court-approved partition may be annulled by any of the participants upon discovering that fraud, deceit, mistake, or some other defect has vitiated consent given, provided the action is brought within the statutory period.

²⁵ *Leones v. Corpuz*, G.R. No. 204106, November 17, 2021.

merits by a court of competent jurisdiction becomes conclusive of the rights of the parties or their privies, upon any matter within its jurisdiction, in all other actions or suits in the same or any other judicial tribunal of concurrent jurisdiction on the points and matters in issue in the first suit.²⁶ Thus, there is *res judicata* when the following concur: (1) a previous final judgment or order; (2) by a court having jurisdiction over the parties and the subject matter; (3) on the merits of the case; (4) between identical parties, on the same subject matter, and cause of action.²⁷

In this case, all the requisites for the application of the doctrine of *res judicata* are present. *First*, the June 2, 1962 Order of the intestate court had become final and executory. *Second*, the intestate court had jurisdiction over the parties and subject matter of the case. *Third*, the judgment was on the merits as the final judgment was based on compromise agreement or an amicable settlement, which has the same force and effect of a final judgment on the merits by a court of competent jurisdiction.²⁸ *Fourth*, the parties in the present case are successors and predecessors-in-interest of the original parties to the June 2, 1962 Order, which confirmed the issue of ownership of the subject property.

It is a basic rule that the approval of a compromise agreement has the effect of *res judicata* between the parties and it should not be disturbed except for vices of consent, forgery, fraud, misrepresentation, and coercion.²⁹ It is, after all, to the interest of the public that there should be an end to litigation by the same parties and their privies over a subject once fully and fairly adjudicated.³⁰ Similarly, it is well-established that compromise agreements are contracts where the parties make reciprocal concessions in order to resolve their differences thereby putting an end to litigation. A plethora of cases have established that such means of dispute settlement is an accepted, even desirable and encouraged, practice in courts of law.³¹ Compromise agreements, to be binding, must be shown to have been voluntarily, freely and intelligently executed by the parties, who had full knowledge of the judgment.³² To repeat, petitioners' ascendant, Macaria, was a party and a signatory to the amicable settlements, and was assisted by counsel in the matter. Petitioners, as her heirs and successors-in-interest, are then also bound by the amicable settlements.

²⁶ *Monterona v. Coca-Cola Bottlers Philippines, Inc.*, G.R. No. 209116, January 14, 2019, 890 SCRA 278, 285.

²⁷ *Gadrinab v. Salamanca*, 736 Phil. 279, 291 (2014).

²⁸ *Spouses Garcia v. Spouses Soriano*, G.R. No. 219431, August 24, 2020.

²⁹ *Spouses Martir v. Spouses Verano*, 529 Phil. 120, 126, (2006).

³⁰ *Degayo v. Magbanua-Dinglasa*, 757 Phil. 376, 382-383 (2015).

³¹ *DMG Industries, Inc. v. The Philippine American Investments Corporation*, 553 Phil. 649, 654 (2007).

³² *Magbanua v. Uy*, 497 Phil. 511, 518 (2005).

*No violation of the Public Land Act
when petitioners sold the property
after the five-year period prohibition*

Finally, petitioners argue that the CA erred in upholding the conveyances even though these were in violation of the homestead patent conditions over the subject property.

This Court disagrees.

Commonwealth Act No. (C.A. No.) 141,³³ or the Public Land Act, was enacted to give the homesteader or patentee every chance to preserve for himself or herself and the latter's family the land that the State had gratuitously given to him or her as a reward for his or her labor in cleaning and cultivating it.³⁴ In granting a homestead to an applicant, the law imposed a condition that the land should not be encumbered, sold or alienated within five years from issuance of the patent.³⁵ Sec. 118 of said law states:

SEC. 118. Except in favor of the Government or any of its branches, units, or institutions, or legally constituted banking corporations, lands acquired under free patent or homestead provisions shall not be subject to encumbrance or alienation from the date of the approval of the application and for a term of five years from and after the date of issuance of the patent or grant nor shall they become liable to the satisfaction of any debt contracted prior to the expiration of said period; but the improvements or crops on the land may be mortgaged or pledged to qualified persons, associations, or corporations.

No alienation, transfer, or conveyance of any homestead after five years and before twenty-five years after issuance of title shall be valid without the approval of the Secretary of Agriculture and Natural Resources, which approval shall not be denied except on constitutional and legal grounds. (*As amended by Com. Act No. 456, approved June 8, 1939.*)³⁶

Tiburcio's titles had a similar prohibition on the face of its title, to wit:

[E]xcept in favor of the Government or any of its branches, units, or institutions, the land hereby acquired shall be inalienable and shall not be subject to encumbrance for a period of five (5) years and before twenty-

³³ The Public Land Act, dated November 7, 1936.

³⁴ *Flores v. Bagaoisan*, 632 Phil. 333, 340 (2010).

³⁵ *Republic v. Garcia*, 105 Phil. 826, 830 (1959).

³⁶ Section 118, as amended by Commonwealth Act No. 456, approved June 8, 1939.

five (25) years next following the issuance of title, without the approval of the Secretary of Agriculture and Natural Resources; x x x.³⁷

The prohibition imposed upon a grantee of a homestead patent against the alienation or conveyance of a land grant is lifted upon the expiration of five (5) years from the date of the issuance of the patent or certificate, and thereafter and for the next 20 years, the restriction is confined merely to the securing approval of the Secretary of Agriculture and Natural Resources of such conveyance of alienation.³⁸

In this case, Tiburcio acquired the properties in 1956. After his death, the alleged heirs of his estate executed amicable settlements to partition the properties among themselves. Tiburcio's brothers and sisters then sold their 35% share of the property to Adaza in 1962 (or six years after the issuance of the homestead patent on 1956). The latter then sold the half portion of the subject property to respondents in 1979, and the other half portion in 1983, or 23 and 27 years after the issuance of the homestead patent. Accordingly, more than five years had already passed when Tiburcio's siblings alienated the land covered by the homestead patent, which brings it beyond scope of the prohibition.

In *Jacinto v. Jacinto*,³⁹ the Court explained that, with respect to the 20-year period under the homestead patent, the approval of the Secretary of Agriculture and Natural Resources is **directory or a formality** and the approval may be secured later, producing the effect of ratifying and adopting the transaction as if the sale had been previously authorized.⁴⁰ In that case, it was held that the absence of an approval by the Secretary does not invalidate a sale made upon the expiration of the five-year period, for such event the requirement of Sec. 118 of the Public Land Act becomes merely directory.

Similarly, in *Kings Properties Corp. v. Galido*,⁴¹ the Court ruled that a sale of property, involving a homestead patent, cannot be annulled on the ground that the Department of Environment and Natural Resources (*DENR*) Secretary gave his approval only after 21 years from the date the deed of sale in favor of the respondent was executed. Thus, the failure to secure the approval of the Secretary does not make a sale void.

³⁷ *Rollo*, p. 25.

³⁸ R.A. No. 11231, or the "Agricultural Free Patent Reform Act of 2019" repealed, with retroactive application, the former restrictions put in place³ by Sections 118, 119 and 121 of CA No. 141 or The Public Land Act, particularly, the prohibition against any encumbrances and alienation, except in favor of the government, within a specified period.

³⁹ 105 Phil. 1218, 1224-1225 (1959).

⁴⁰ See *Spouses Alfredo v. Spouses Borrás*, 452 Phil. 178, 201 (2003).

⁴¹ 621 Phil. 126, 140 (2009).

Here, Tiburcio acquired the properties in 1956. After his death, the alleged heirs of his estate executed amicable settlements to partition the properties among themselves. Tiburcio's brothers and sisters then sold their 35% share of the property to Adaza in 1962 (or six years after the issuance of the homestead patent). The latter then sold the half portion of the subject property to respondents in 1979 and the other half portion in 1983, or 23 and 27 years after the issuance of the homestead patent. Accordingly, more than five years had already passed when Tiburcio's siblings alienated the land covered by the homestead patent, which brings it beyond the scope of the prohibition. Even if the transfer beyond the 5-year period but before the 20-year period was without the approval of the DENR Secretary, it is still valid because, as stated earlier, such approval under CA No. 141, as amended, is directory or a mere formality.

In fine, respondents did not commit any violation of CA No. 141.

Republic Act No. 11231 and the effect of its repeal of Secs. 118, 119 and 121 of CA No. 141

In relation to the prohibitions on alienation under the Public Land Act, it is to be noted that Republic Act (R.A.) No. 11231,⁴² also known as the Agricultural Free Patent Reform Act, was enacted on February 22, 2019. The new law repealed, with retroactive application, all restrictions on free patents imposed under Secs. 118, 119 and 121 of C.A. No. 141, regarding acquisitions, encumbrances, conveyances, transfers, or dispositions.

Secs. 3 and 4 of R.A. No. 11231 state:

SECTION 3. Agricultural public lands alienated or disposed in favor of qualified public land applicants under Section 44 of Commonwealth Act No. 141, as amended, shall not be subject to restrictions imposed under Sections 118, 119 and 121 thereof regarding acquisitions, encumbrances, conveyances, transfers, or dispositions. Agricultural free patent shall now be considered as title in fee simple and shall not be subject to any restriction on encumbrance or alienation.

SECTION 4. This Act shall have retroactive effect and any restriction regarding acquisitions, encumbrances, conveyances, transfers, or dispositions imposed on agricultural free patents issued under Section 44 of Commonwealth Act No. 141, as amended, before the effectivity of

⁴² An Act Removing the Restrictions Imposed on the Registration, Acquisition, Encumbrance, Alienation, Transfer and Conveyance of Land Covered by Free Patents under Sections 118, 119 and 121 of Commonwealth Act No. 141, otherwise known as "The Public Land Act" As Amended, dated February 22, 2019.

this Act shall be removed and are hereby immediately lifted: *Provided*, That nothing in this Act shall affect the right of redemption under Section 119 of Commonwealth Act No 141, as amended, for transactions made in good faith prior to the effectivity of this Act.

Previously, under the C.A. No. 141, a grantee is prohibited from alienating a land grant within five years from the time that a grant or patent is issued. A violation of this prohibition renders a sale void under Sec. 118 of the Public Land Act. However, R.A. No. 11231 expressly removed the prohibition under Sec. 118. Thus, from the date of the promulgation of R.A. No. 11231, all lands covered by free patents under Sec. 44⁴³ of C.A. No. 141, as amended, are now free from any and all encumbrances and conditions.

As correctly observed by Associate Justice Alfredo Benjamin S. Caguioa in his Separate Concurring Opinion in *Spouses Duadu, Sr. v. R.T. Dino Development Corporation*,⁴⁴ to wit:

R.A. 11231 lifted the prohibition against the encumbrance or alienation of lands acquired under free patent, except if the same is in favor of the government or any of its branches, within five years from the issuance of the patent or grant. It also removed the condition for repurchase, where the applicant, his widow, or legal heirs can repurchase a land acquired under the free patent provisions within five years from the date of transfer or sale. Finally, it did away with the limitation that except for solely commercial, industrial, educational, religious, charitable, or right of way purposes, and upon approval of the patentee and the Secretary of Department of Environment and Natural Resources, corporations, associations, or partnerships are forbidden from acquiring any property right, title or interest on free patent.

As it stands, the discarding of these circumscriptions left the agricultural free patent a title in fee simple, free of any restriction on its encumbrance or alienation. Further, since the repeal also applies retroactively, an prior defective disposition not included under the right of redemption in Section 119 is effectively cured, and any restrictions on the acquisitions, encumbrances, or dispositions concerning agricultural free patents issued prior to the enactment of R.A. 11231 are deemed lifted.

⁴³ Section 44 of CA 141, states: Any natural-born citizen of the Philippines who is not the owner of more than twelve (12) hectares and who, for at least thirty (30) years prior to the effectivity of this amendatory Act, has continuously occupied and cultivated, either by himself or through his predecessors-in-interest a tract or tracts of agricultural public land subject to disposition, who shall have paid the real estate tax thereon while the same has not been occupied by any person shall be entitled, under the provisions of this Chapter, to have a free patent issued to him for such tract or tracts of such land not to exceed twelve (12) hectares. (*As amended by R.A. No. 782, and by R.A. No. 6940, approved March 28, 1990*).

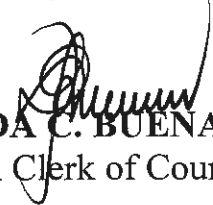
⁴⁴ G.R. No. 247816, July 15, 2020.

In light of the passage of R.A. No. 11231, petitioners' appeal moreso must fail as agricultural free patents are now to be considered as titles in fee simple and are not subject to any restrictions on encumbrance or alienation.

WHEREFORE, the petition is **DENIED**. The July 22, 2020 Decision and the April 15, 2021 Resolution of the Court of Appeals in CA-G.R. CV No. 05006-MIN are hereby **AFFIRMED in toto**.

SO ORDERED.” *Zalameda, J., on official leave.*

By authority of the Court:


LIBRADA C. BUENA
Division Clerk of Court *skills*

by:

MARIA TERESA B. SIBULO
Deputy Division Clerk of Court

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