Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

SPOUSES BENNY and NORMITA ROL, Petitioners,	**G.R. No. 246096** Present:
- versus -	PERLAS-BERNABE, *S.A.J.*, Chairperson, GESMUNDO, LAZARO-JAVIER,
ISABEL URDAS RACHO,* Respondent.	LOPEZ, and ROSARIO,** *JJ.*

Promulgated:

JAN 13 2021

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D E C I S I O N

PERLAS-BERNABE, *J.*:

Assailed in this petition for review on *certiorari*[1] are the Decision[2] dated September 13, 2018 and the Resolution[3] dated February 13, 2019 of the Court of Appeals (CA) in CA-G.R. CV No. 105722, which affirmed with modification the Decision[4] dated July 8, 2015 and the Resolution[5] dated September 3, 2015 of the Regional Trial Court of Aparri, Cagayan, Branch 8 (RTC), and accordingly, declared, *inter alia*, that the sale of Lot No. 1559 to petitioners Spouses Benny and Normita Rol (petitioners) is valid only insofar

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* Also referred to as "Isabel Urdas Rucho" in some parts of the *rollo*.

** Designated Additional Member per Special Order No. 2797 dated November 5, 2020.

1 *Rollo*, pp. 9-17.

2 Id. at 20-42. Penned by Associate Justice Maria Filomena D. Singh with Associate Justices Celia C. Librea-Leagogo and Samuel H. Gaerlan (now a member of this Court), concurring.

3 Id. at 43-48.

4 CA *rollo*, pp. 35-53. Penned by Presiding Judge Nicanor S. Pascual, Jr.

5 Records, pp. 301-304.

as half of the aggregate undivided interest of Fausto Urdas, Sr. (Fausto), Chita Urdas (Chita), and Maria Urdas Baclig (Maria) therein are concerned.

The Facts

Respondent Isabel Urdas Racho (Isabel) alleged that her brother, Loreto Urdas (Loreto), was the registered owner of a 1,249-square meter (sq. m.) parcel of land located in the Municipality of Gonzaga, Cagayan, denominated as Lot No. 1559, as reflected in Original Certificate of Title No. O-1061.[6] On August 6, 1963, Loreto died without an issue, thus, leaving his siblings, namely, Fausto, Chita, Maria, and Isabel as his intestate heirs to the said lot. Sometime before the filing of the complaint, Isabel discovered that: (*a*) Lot No. 1559 was subdivided into equal 624.50-sq. m. portions, denominated as Lot Nos. 1559-A and 1559-B; (*b*) despite Loreto's death in 1963, petitioners made it appear that Loreto sold to them the subdivided lots through a Deed of Absolute Sale of Portion of Registered Land[7] dated September 1, 2006 and Deed of Sale of a Portion of Land[8] dated June 19, 2012, respectively; and (*c*) in light of the execution of said deeds, new titles covering the subdivided lots, namely, Transfer Certificates of Title (TCT) Nos. T-156992[9] and 032-2012004566[10] were issued in petitioners' names. As such, Isabel was constrained to file a complaint[11] for *reivindicacion* and damages before the RTC against, *inter alia*, petitioners.[12]

In their Answer with Counterclaim,[13] petitioners asserted that sometime in 1993, they were looking to purchase a parcel of land. Coincidentally, petitioners were able to meet Fausto's wife and son, namely, Leoncia,[14] and Allan, who offered to sell them one-half of Lot No. 1559 for ₱25,000.00, to which they agreed. Thus, on September 13, 1993 ***Fausto, Chita, Maria, and Allan*** executed an Extra-Judicial Settlement with Sale[15] (EJSS) concerning the subject lot whereby: (*a*) the subject lot was subdivided equally into two (2) 624.50-sq. m. portions, denominated as Lot Nos. 1559-A and 1559-B; (*b*) Lot No. 1559-A was adjudicated to Fausto, Chita, and Maria, who then sold the same to petitioners for the aforementioned amount; and (*c*) Lot No. 1559-B was adjudicated to Allan. Thereafter, petitioners built a house on Lot No. 1559-A and occupied the same peacefully. In 2010, petitioners purchased from Allan and Leoncia Lot No. 1559-B, for which they executed a Deed of Sale of a Portion of Land[16] dated September 26, 2011. According to petitioners, they have been in open, continuous, and peaceful possession of

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6 Id. at 16-17.
7 Id. at 21.
8 Id. at 23-24.
9 Id. at 9-10.
10 Id. at 12-14.
11 Id. at 4-8.
12 Id. See also *rollo*, pp. 21-23.
13 Records, pp. 40-46.
14 See id. at 150, 155, and 159.
15 Id. at 47.
16 Id. at 48-49.

Lot No. 1559-A since 1993 and Lot No. 1559-B since 2010, until Isabel disturbed the same by filing the instant complaint in June 2013.[17]

The RTC Ruling

In a Decision[18] dated July 8, 2015, the RTC ruled in Isabel's favor, and accordingly, declared null and void the following: (*a*) the EJSS dated September 13, 1993; (*b*) the Deed of Sale of a Portion of Land dated September 26, 2011; (*c*) the Deed of Absolute Sale of Portion of Registered Land dated September 1, 2006; and (*d*) the Deed of Sale of a Portion of Land dated June 19, 2012. The RTC also ordered petitioners to reconvey to Isabel the total area of 312.25-sq. m. from Lot No. 1559, and to pay her ₱5,646.00 as actual damages, ₱30,000.00 as attorney's fees, and the costs of suit.[19]

The RTC found the Deeds of Sale dated September 1, 2006 and June 19, 2012 void for being forgeries, pointing out that there was no way Loreto could have signed those instruments as he died in 1963. It also declared void the EJSS as it was executed without the knowledge and consent of one of Loreto's intestate heirs, *i.e.*, Isabel, and consequently, the Deed of Sale of a Portion of Land dated September 26, 2011 for being a subsequent transfer that emanated from the EJSS. Nonetheless, the RTC found petitioners to be purchasers in good faith, opining that they acquired Lot No. 1559 for valuable consideration, not knowing beforehand that their title thereto was a product of fraud. As such, they are only required to reconvey to Isabel an area of 312.25-sq. m. out of the total area of 1,249-sq. m. of Lot No. 1559, in order to satisfy the latter's share in Loreto's intestate estate.[20]

Petitioners filed a motion for reconsideration which was, however, denied in a Resolution[21] dated September 3, 2015. Aggrieved, petitioners appealed to the CA.

The CA Ruling

In a Decision[22] dated September 13, 2018, the CA affirmed the RTC ruling with modifications, in that: (*a*) the sale by Fausto, Chita, and Maria to petitioners are valid and binding but only insofar as their respective undivided interests in the half of Lot No. 1559 is concerned; and (*b*) the award of actual damages to Isabel was deleted.[23]

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17 Id. at 40-46. See also *rollo*, pp. 23-24.
18 CA *rollo*, pp. 35-53.
19 Id. at 52-53.
20 Id. at 47-52.
21 Records, pp. 301-304.
22 *Rollo*, pp. 20-42.
23 Id. at 41.

Echoing the RTC, the CA declared void the EJSS, considering that, *inter alia*, Isabel, a legal heir to Loreto's intestate estate, was excluded therefrom. As such, the CA rendered void the adjudication of Lot No. 1559-B to Allan as he is not a legal heir to Loreto's intestate estate; and consequently, Allan's transfer of the same to petitioners through the Deed of Sale of a Portion of Land dated September 26, 2011 is likewise void, pursuant to the maxim *nemo dat quod non habet*. Nonetheless, the CA deemed valid the sale of Lot No. 1559-A to petitioners, but only insofar as Fausto, Chita, and Maria's respective aliquot shares therein, *i.e.*, a total area of 468.375-sq. m., are concerned. Relatedly, the CA ruled that petitioners are buyers in bad faith due to their failure to further inquire as to the capacity of Allan and Leoncia to sell Lot No. 1559 and investigate the whereabouts of Loreto, the registered owner thereof.[24]

Further, the CA held that Isabel is not guilty of laches because she was deprived of her hereditary share without her knowledge and consent; and as such, she is not barred from invoking her right to her inheritance in Loreto's estate.[25]

Finally, the CA deleted the award of actual damages in Isabel's favor for her failure to show her entitlement thereto; but upheld the award of attorney's fees and costs of suit in her favor as she was forced to litigate in order to assert her rights over Lot No. 1559.[26]

Undaunted, petitioners moved for reconsideration but the same was denied in a Resolution[27] dated February 13, 2019; hence, the instant petition.

The Issue Before the Court

The core issue for the Court's resolution is whether or not the CA correctly ruled that the conveyance of Lot No. 1559 to petitioners is null and void, except as to the portion in Lot No. 1559-A pertaining to Fausto, Chita, and Maria which is deemed valid.

The Court's Ruling

The petition is without merit.

Records show that there are a total of four (4) documents which supposedly transferred the two (2) subdivided portions of Lot No. 1559, namely, Lot Nos. 1559-A and 1559-B, to petitioners. On the one hand, Isabel

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[24] Id. at 27-37.
[25] Id. at 37-38.
[26] Id. at 38-41.
[27] Id. at 43-48.

alleged that the documents were the Deed of Absolute Sale of Portion of Registered Land dated September 1, 2006 covering Lot No. 1559-A and the Deed of Sale of a Portion of Land dated June 19, 2012 covering Lot No. 1559-B, both purportedly executed by Loreto in favor of petitioners. On the other hand, petitioners anchor their claim of ownership on: (*a*) the EJSS dated September 13, 1993 executed by **Fausto, Chita, Maria, and Allan** – which adjudicated a half portion of Lot No. 1559, *i.e.*, Lot No. 1559-A, to Fausto, Chita, and Maria who thereafter sold it to petitioners, and adjudicated the other half, *i.e.*, Lot No. 1559-B to Allan; and (*b*) the Deed of Sale of a Portion of Land dated September 26, 2011 executed by Allan in favor of petitioners.

As for the documents pointed out by Isabel, suffice it to say that they are null and void for being forgeries, as it is simply impossible that Loreto, who died in 1963, could have executed said documents in 2006 and 2012, respectively. It is settled that forged deeds of sale are null and void and convey no title.[28]

As for the EJSS dated September 13, 1993, the CA correctly declared the same to be null and void, considering that it was executed without the knowledge and consent of Isabel, a co-heir of Fausto, Chita, and Maria, to the estate of their deceased brother, Loreto.[29] In a catena of cases, the Court had consistently ruled that a deed of extrajudicial partition executed to the total exclusion of any of the legal heirs, who had no knowledge of and consent to the execution of the same, is fraudulent, vicious, and a total nullity,[30] as in this case. As such, it produced no effect whatsoever either against or in favor of anyone.[31] Therefore, the contents of the EJSS, namely: (*a*) the subdivision of Lot No. 1559 to two (2) equal halves, namely Lot Nos. 1559-A and 1559-B; and (*b*) alienation of the aforementioned halves, *first*, to petitioners with consideration, and *second*, to Allan gratuitously, are ***null and void*** and cannot be given any legal effect as well.

At this juncture, it is well to reiterate that the subdivision of Lot No. 1559 into two (2) equal halves, *i.e.*, Lot Nos. 1559-A and 1559-B, as well as the attempted conveyance of these definite portions to petitioners and Allan, resulted from the execution of the EJSS – which again, was without the

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28 See *Tolentino v. Spouses Latagan*, 761 Phil. 108, 132 (2015), citing *Rufloe v. Burgos*, 597 Phil. 261, 270 (2009).

29 See Articles 1003 and 1004 of the Civil Code, which respectively read:

> Art. 1003. If there are no descendants, ascendants, illegitimate children, or a surviving spouse, the collateral relatives shall succeed to the entire estate of the deceased in accordance with the following articles
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> Art. 1004. Should the only survivors be brothers and sisters of the full blood, they shall inherit in equal shares.

30 See *Cruz v. Cruz*, G.R. No. 211153, February 28, 2018, 856 SCRA 562; *The Roman Catholic Bishop of Tuguegarao v. Prudencio*, 794 Phil. 462 (2016); *Neri v. Heirs of Hadji Yusop Uy*, 697 Phil. 217 (2012); *Reillo v. San Jose*, 607 Phil. 446 (2009); *Pedrosa v. CA*, 406 Phil. 167 (2001); *Segura v. Segura*, 247-A Phil. 449 (1988); *Villaluz v. Neme*, 117 Phil. 25 (1963).

31 See *Fullido v. Grilli*, 781 Phil. 840, 852 (2016), citing *The Manila Banking Corp. v. Silverio*, 504 Phil. 17, 30 (2005).

knowledge and consent of Isabel. In *Cabrera v. Ysaac*,[32] the Court held that a sale of a definite portion of a co-owned property requires the consent of all the co-owners. Without such unanimous consent, a co-owner can only convey his undivided, aliquot interest over a co-owned property; he/she has no right to divide, and thereafter, convey definite portions thereof, *viz.*:

> If the alienation precedes the partition, **the co-owner cannot sell a definite portion of the land without consent from his or her co-owners. He or she could only sell the undivided interest of the co-owned property**. As summarized in *Lopez v. Ilustre*, "**[i]f he is the owner of an undivided half of a tract of land, he has a right to sell and convey an undivided half, but he has no right to divide the lot into two parts, and convey the whole of one part by metes and bounds**."
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> The undivided interest of a co-owner is also referred to as the "ideal or abstract quota" or "proportionate share." On the other hand, the definite portion of the land refers to specific metes and bounds of a co-owned property.
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> To illustrate, if a ten-hectare property is owned equally by ten co-owners, the undivided interest of a co-owner is one hectare. The definite portion of that interest is usually determined during judicial or extrajudicial partition. After partition, a definite portion of the property held in common is allocated to a specific co-owner. The co-ownership is dissolved and, in effect, each of the former co-owners is free to exercise autonomously the rights attached to his or her ownership over the definite portion of the land. It is crucial that the co-owners agree to which portion of the land goes to whom.
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> **Hence, prior to partition, a sale of a definite portion of common property requires the consent of all co-owners because it operates to partition the land with respect to the co-owner selling his or her share. The co-owner or seller is already marking which portion should redound to his or her autonomous ownership upon future partition.**
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> The rules allow respondent to sell his undivided interest in the co-ownership. However, this was not the object of the sale between him and petitioner. The object of the sale was a definite portion. Even if it was respondent who was benefiting from the fruits of the lease contract to petitioner, respondent has "**no right to sell or alienate a concrete, specific or determinate part of the thing owned in common, because his right over the thing is represented by quota or ideal portion without any physical adjudication**."[33] (Emphases and underscoring supplied)

In this case, when Loreto died, his siblings, namely, Fausto, Chita, Maria, and Isabel all became co-owners of Loreto's intestate estate, *i.e.*, Lot No. 1559, pursuant to Article 1078[34] of the Civil Code, with all of them having

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[32] 747 Phil. 187 (2014).

[33] Id. at 206-207.

[34] Article 1078 of the Civil Code reads:

equal interest therein, *i.e.*, ¼ of the property. Thus, for the alienation of definite portions of Lot No. 1559 to be valid, it must be with the consent of all of them. However, the alienations of definite portions made in the EJSS was without the knowledge and consent of Isabel, and hence, are null and void.

Nonetheless, as co-owners of Lot No. 1559, Fausto, Chita, Maria, and Isabel are free to dispose of their undivided aliquot shares therein, which shall be limited to the portion that may be allotted to them upon partition.[35] Otherwise stated, before an actual partition of an estate, an heir can only alienate his successional rights or undivided interest thereto, and not specific portions thereof.[36]

Thus, Fausto, Chita, and Maria could not sell a definite portion of an undivided property, *i.e.*, one half of Lot No. 1559 (which formerly pertained to Lot No. 1559-A), to petitioners. However, the Court nevertheless recognizes their intent to sell one-half (½) of their inchoate interest over Lot No. 1559 to the latter – not through the EJSS but via an oral contract of sale; as in fact, they were able to do so as they received proper compensation therefor from petitioners.[37] Thus, petitioners were able to validly acquire one-half (½) of Fausto, Chita, and Maria's aggregate three-fourths ($^3/_4$) interest, or a total of $^3/_8$ interest, over Lot No. 1559.

In the same vein, Fausto, Chita, and Maria could also not gratuitously convey a definite portion of the same undivided property, *i.e.*, one half of Lot No. 1559 (which formerly pertained to Lot No. 1559-B) to Allan. In contrast, however, to petitioner's case, the Court could not give life to the three (3) siblings' intent to convey one-half (½) of their inchoate interest over Lot No. 1559 to Allan, absent compliance with the requirements of the law. To reiterate, the foregoing conveyance to Allan was made gratuitously, and hence, essentially partakes of a donation of a real property. As such, it is required, *inter alia*, that the donation must be made in a public instrument, and that the acceptance is made either in the same deed or in a separate

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Article 1078. Where there are two or more heirs, the whole estate of the decedent is, before its partition, owned in common by such heirs, subject to the payment of debts of the deceased.

35 See Article 493 of the Civil Code, which reads:

Art. 493. Each co-owner shall have the full ownership of his part and of the fruits and benefits pertaining thereto, and he may therefore alienate, assign or mortgage it, and even substitute another person in its enjoyment, except when personal rights are involved. But the effect of the alienation or the mortgage, with respect to the co-owners, shall be limited to the portion which may be allotted to him in the division upon the termination of the co-ownership.

36 See *Heirs of Jarque v. Jarque*, G.R. No. 196733, November 21, 2018, citing *Carvajal v. CA*, 197 Phil. 913, 915-916 (1982). See also *PNB v. Garcia*, 734 Phil. 623, 633-634 (2014) and *Acabal v. Acabal*, 494 Phil. 528, 552 (2005).

37 "The elements of a contract of sale are: a] consent or meeting of the minds, that is, consent to transfer ownership in exchange for the price; b] determinate subject matter; and c] price certain in money or its equivalent." (*Riosa v. Tabaco La Suerte Corporation*, 720 Phil. 586, 596 (2013), citing *David v. Misamis Occidental II Electric Cooperative, Inc.*, 690 Phil. 718, 727 [2012])

instrument.[38] Since the only document of record showing compliance with the foregoing requirements is the EJSS – which is, as discussed, null and void – Fausto, Chita, and Maria's donation over such portion to Allan is void as well. Consequently, Allan and Leoncia's sale of the same portion of land to petitioners had no legal effect whatsoever, following the maxim *nemo dat quod non habet*.[39] Hence, Fausto, Chita, and Maria are deemed to have retained their remaining inchoate interest, *i.e.*, $^1/_8$ each, over Lot No. 1559.

Finally, since Isabel had no knowledge of, and thus, did not give her consent to, the foregoing, she retains her ¼ inchoate interest over Lot No. 1559.

On a related matter, petitioners cannot claim to be innocent purchasers for value. According to jurisprudence, "An innocent purchaser for value refers to someone who 'buys the property of another without notice that some other person has a right to or interest in it, and who pays a full and fair price at the time of the purchase or before receiving any notice of another person's claim.'"[40] Here, the CA correctly pointed out that petitioners should have already been put on guard as to the true ownership of the property when they learned that it was registered in the name of another person with whom they were not dealing. Their failure to question the authority of the sellers thus negated their claim that they were innocent purchasers for value.

Furthermore, petitioners' contention that Isabel is guilty of laches is unavailing. "Laches is defined as the failure or neglect for an unreasonable and unexplained length of time to do that which, by exercising due diligence, could or should have been done earlier; it is negligence or omission to assert a right within a reasonable time, warranting a presumption that the party entitled to assert it either has abandoned it or declined to assert it."[41] In this case, petitioners' self-serving allegation that Isabel knew of the sale of Lot Nos. 1559-A and 1559-B to them for more than twenty (20) years was not substantiated by evidence on record. Absent any clear and convincing proof, Isabel's claim cannot be said to be barred by laches.

To summarize the foregoing discussions, in view of the nullity of the EJSS, the subdivision of Lot No. 1559 equally to Lot Nos. 1559-A and 1559-

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[38] "In order that a donation of an immovable property be valid, the following elements must be present: (a) the essential reduction of the patrimony of the donor; (b) the increase in the patrimony of the donee; (c) the intent to do an act of liberality or *animus donandi;* (d) the donation must be contained in a public document; and e) that the acceptance thereof be made in the same deed or in a separate public instrument; if acceptance is made in a separate instrument, the donor must be notified thereof in an authentic form, to be noted in both instruments." (See *The Missionary Sisters of Our Lady of Fatima v. Alzona*, G.R. No. 224307, August 6, 2018, citing *Heirs of Florencio v. Heirs of De Leon*, 469 Phil. 459, 474 [2004]. See also Article 749 of the Civil Code)

[39] See *Heirs of Salvador Hermosilla v. Spouses Remoquillo*, 542 Phil. 390, 397 (2007).

[40] *Leong v. See*, 749 Phil. 314, 324-325 (2014), citing *Spouses Villamil v. Villarosa*, 602 Phil. 932, 941 (2009).

[41] *Pangasinan v. Disonglo-Almazora*, 762 Phil. 492, 502-503 (2015), citing *Metropolitan Bank and Trust Company v. Centro Development Corporation*, 687 Phil. 304, 317 (2012).

B should be invalidated as well. Furthermore, the following have an interest over the said lot, namely: petitioners, with $^{3}/_{8}$ interest; Isabel, with ¼ interest; and Fausto, Chita, and Maria, with $^{1}/_{8}$ interest each.

As a final point, however, it is equally important to point out that since the EJSS is invalidated, it is as if Loreto's intestate, which includes Lot No. 1559, has yet to undergo proper settlement proceedings in accordance with prevailing law. Thus, while Loreto's heirs, namely, Fausto, Chita, Maria, and Isabel, have indeed acquired rights over Lot No. 1559 at the exact moment of Loreto's death[42] – and consequently, may convey such rights to third parties, such as what happened in this case when Fausto, Chita, and Maria sold their rights over the property to petitioners – what they have are only inchoate rights over the said lot. Otherwise stated, absent any proper settlement proceeding for Loreto's estate due to the nullity of the EJSS, the ownership of Lot No. 1559 remains in the said estate, with the aforementioned parties only having inchoate interests therein.[43]

Accordingly, Lot No. 1559 should revert back to Loreto's estate, and only the parties' respective inchoate interests should be recognized in this case. In particular, these inchoate interests over Lot No. 1559 are as follows: petitioners, with $^{3}/_{8}$ interest; Isabel, with ¼ interest; and Fausto, Chita, and Maria, with $^{1}/_{8}$ interest each. It goes without saying that each of them are free to resort to the available remedies in order to settle Loreto's intestate estate, and subsequently, distribute/partition the property under prevailing laws, rules, and jurisprudence.

WHEREFORE, the petition is **DENIED**. The Decision dated September 13, 2018 and the Resolution dated February 13, 2019 of the Court of Appeals in CA-G.R. CV No. 105722 are **AFFIRMED** with **MODIFICATIONS**, as follows:

(a) The subdivision of Lot No. 1559 to Lot Nos. 1559-A and 1559-B is hereby **DECLARED NULL and VOID**; and

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[42] Article 777 of the Civil Code reads:

Article 777. The rights to the succession are transmitted from the moment of death of the decedent.

[43] "Article 1078 of the Civil Code provides that where there are two or more heirs, the whole estate of the decedent is, *before partition*, owned in common by such heirs, subject to the payment of the debts of the deceased. Under a co-ownership, the ownership of an undivided thing or right belongs to different persons. Each co-owner of property which is held *pro indiviso* exercises his rights over the whole property and may use and enjoy the same with no other limitation than that he shall not injure the interests of his co-owners. The underlying rationale is that until a division is made, the respective share of each cannot be determined and every co-owner exercises, together with his co-participants, joint ownership over the *pro indiviso property*, in addition to his use and enjoyment of the same.

Although the right of an heir over the property of the decedent is inchoate as long as the estate has not been fully settled and partitioned, the law allows a co-owner to exercise rights of ownership over such inchoate right." (*Alejandrino v. CA*, 356 Phil. 851 [1998]. See also *Flora v. Prado*, 465 Phil. 334, 344 [2004]; *Silverio, Jr. v. CA*, 616 Phil. 1, 12 [2009]; *Quijano v. Atty. Amante*, 745 Phil. 40, 49-50 [2014]; and see *Augusto v. Dy*, G.R. No. 218731, February 13, 2019)

(b) Ownership over Lot No. 1559 is **RECONVEYED** back to the intestate estate of Loreto Urdas. Furthermore, the following are declared to have inchoate interests over the same:

(i) petitioners Benny and Normita Rol, to $^{3}/_{8}$ of Lot No. 1559;
(ii) respondent Isabel Urdas Racho, to ¼ of Lot No. 1559;
(iii) Fausto Urdas, Sr., to $^{1}/_{8}$ of Lot No. 1559;
(iv) Chita Urdas, to $^{1}/_{8}$ of Lot No. 1559; and
(v) Maria Urdas Baclig, to $^{1}/_{8}$ of Lot No. 1559.

The rest of the ruling **STANDS**.

SO ORDERED.

ESTELA M. PERLAS-BERNABE
Senior Associate Justice

WE CONCUR:

ALEXANDER G. GESMUNDO
Associate Justice
See concurring & Dissenting Opinion

AMY C. LAZARO-JAVIER
Associate Justice

MARIO V. LOPEZ
Associate Justice

RICARDO R. ROSARIO
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

ESTELA M. PERLAS-BERNABE
Senior Associate Justice
Chairperson, Second Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

DIOSDADO M. PERALTA
Chief Justice