

(Signature)

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRARIAN REFORM
ADJUDICATION BOARD
B O H I O I
City of Tagbilaran

(Signature)

DALISAY APACIBLE

Petitioner,

DARAB CASE NO. VII-BOH-545-2004

-versus-

For: COLLECTION OF UNPAID RENTALS
EJECTMENT AND DAMAGES

LAMBERTO PONDAVILLA,

Respondent.

X----- /
NERIA MARGAÑAS RAMIREZ, ET AL.,
Petitioners,

DARAB CASE NO. VII-BOH-556-2004

-versus-

For: CORRECTION OF ENTRY IN
TCT NO. 1631/CLOA NO. 00328452

THE REGISTER OF DEEDS OF BOHOL,
Respondent.

X----- /

NOTICE OF ORDER/DECISION

TO: Dalisay Apacible

- Oliva corner, Ganciang Sts., Cebu City

Municipal Agrarian Reform Officers
Prov'l. Agrarian Reform Officer

- DAR Office, Pilar & Carmen, Bohol

Atty. Efren V. Ramirez

- DAR Prov'l. Office, FCB Bldg.,
CPG Ave., Tagbilaran City

Registry of Deeds of Bohol

- 2nd floor, Rm.4, Leyson Bldg., D. Jakosalem-
Magallanes Sts., Cebu City

The Chief of DAR Operation Division

- Capitol Bldg., Tagbilaran City

Lamberto Pondavilla

- DAR Prov'l. Office, FCB Bldg.,
CPG Ave., Tagbilaran City

Atty. Ricardo Villares

- San Isidro, Pilar, Bohol

Neria M. Ramirez

- LAD, DAR Office, Tagbilaran City

Atty. Leodegario Abecia

- Bicao, Carmen, Bohol

- DAR Office, Carmen, Bohol

G r e e t i n g s :

Please be informed that an Order/Decision of the above-entitled cases has been issued by
this Honorable Board, a copy of which is hereto attached for your guidance and information.

WITNESS THE HONORABLE DARAB ADJUDICATOR, JOSEPHUS A. BATERNA, this 27th
day of October 2004, Tagbilaran City, Philippines.

(Signature)
DONALD S. DORON
COB/Sheriff III

4th Floor FCB Building, Carlos P. Garcia Avenue, Tagbilaran City

DALISAY APACIBLE,
Petitioner,

- versus -

DARAB CASE NO. VII-BOH-545-2004

For: Collection of Unpaid Rentals,
Ejectment and Damages

LAMBERTO PONDAVILLA,
Respondent.
x-----x

Promulgated:
OCT 27 2004

DECISION

For consideration is a Complaint filed on 10 August 2004 by petitioner Dalisay Apacible for collection of unpaid rentals, ejectment and damages against respondent Lamberto Pondavilla. The said Complaint pertains to a parcel of land covered by Tax Declaration No. 34C20-485 identified as Lot No. 1 and located in Barangay San Isidro, Pilar, Bohol.

In the Complaint, herein petitioner alleges the following:

- a. In 1996, respondent surreptitiously entered and occupied subject property;
- b. Despite repeated demands, respondent failed to pay the corresponding lease rentals of subject property.

During the initial preliminary conference of this case on 21 September 2004, both parties agreed to amicably settle the case. On 13 October 2004, both parties submitted a document entitled "JOINT MOTION FOR JUDGMENT BASED ON COMPROMISE AGREEMENT" which details the terms and conditions as agreed upon by them.

Upon confirmation of its contents, this Office is convinced that the parties voluntarily entered into said agreement and that the same is not contrary to law, morals and public policy.

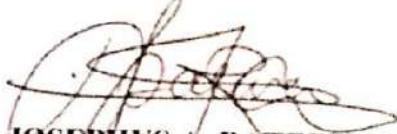
"COMPROMISE AGREEMENT" dated 13 October 2004 executed by petitioner Dalisay Apacible, represented by Marino Ocampo, and respondent Lamberto Pondavilla.

The Complaint filed on 10 August 2004 by petitioner Dalisay Apacible is hereby **DISMISSED**.

The Municipal Agrarian Reform Officer (MARO) of Pilar, Bohol, is **DIRECTED** to assist the parties in the execution of an agricultural leasehold contract which shall embody the terms and conditions mutually agreed upon by them.

SO ORDERED.

Tagbilaran City, Philippines.



JOSEPHUS A. BATERNA
Provincial Agrarian Reform Adjudicator

Copy furnished:

1. **DALISAY APACIBLE**
Oliva corner Ganciang Streets
Cebu City
2. **ATTY. EFREN V. RAMIREZ**
Counsel for the Petitioner
2nd Floor, Room 4, Leyson Building
D. Jakosalem-Magallanes Streets
Cebu City
3. **LAMBERTO PONDAVILLA**
San Isidro, Pilar, Bohol
4. **ATTY. RICARDO L. VILLARES**
Counsel for the Respondent
DAR Provincial Office
3rd Floor FCB Building, Carlos P. Garcia Avenue
Tagbilaran City

5. THE MUNICIPAL AGRARIAN REFORM OFFICER
DAR Municipal Office
Pilar, Bohol

Office of the
Province of Bohol, Region VII
4th Floor FCB Building, Carlos P. Garcia Avenue, Tagbilaran City

DALISAY APACIBLE,
Petitioner,

- versus -

LAMBERTO PONDAVILLA,
Respondent.

X-----X

DARAB CASE NO. VII-BOH-545-2004

For: Collection of Unpaid Rentals,
Ejectment and Damages

Promulgated:

10/17/2004

DECISION

For consideration is a Complaint filed on 10 August 2004 by petitioner Dalisay Apacible for collection of unpaid rentals, ejectment and damages against respondent Lambert Pondavilla. The said Complaint pertains to a parcel of land covered by Tax Declaration No. 34C20-485 identified as Lot No. 1 and located in Barangay San Isidro, Pilar, Bohol.

In the Complaint, herein petitioner alleges the following:

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Upon confirmation of its contents, this Office is convinced that the parties voluntarily entered into said agreement and that the same is not contrary to law, morals and public policy.

denominated as "JOINT MOTION FOR JUDGMENT BASED ON COMPROMISE AGREEMENT" dated 13 October 2004 executed by petitioner Dalisay Apacible, represented by Marino Ocampo, and respondent Lamberto Pondavilla.

The Complaint filed on 10 August 2004 by petitioner Dalisay Apacible is hereby **DISMISSED**.

The Municipal Agrarian Reform Officer (MARO) of Pilar, Bohol, is **DIRECTED** to assist the parties in the execution of an agricultural leasehold contract which shall embody the terms and conditions mutually agreed upon by them.

SO ORDERED.

Tagbilaran City, Philippines.



JOSEPHUS A. BATERNA
Provincial Agrarian Reform Adjudicator

Copy furnished:

1. **DALISAY APACIBLE**
Oliva corner Ganciang Streets
Cebu City
2. **ATTY. EFREN V. RAMIREZ**
Counsel for the Petitioner
2nd Floor, Room 4, Leyson Building
D. Jakosalem-Magallanes Streets
Cebu City
3. **LAMBERTO PONDAVILLA**
San Isidro, Pilar, Bohol
4. **ATTY. RICARDO L. VILLARES**
Counsel for the Respondent
DAR Provincial Office
3rd Floor FCB Building, Carlos P. Garcia Avenue
Tagbilaran City

5. THE MUNICIPAL AGRARIAN REFORM OFFICER
DAR Municipal Office
Pilar, Bohol

JUDGMENT BOARD
BOHOL
City of Tagbilaran

DALISAY APACIBLE,
Plaintiff,

- versus -

DARAB CASE NO. VII-BOH-545-2004

LAMBERTO PONDAVILLA,
Defendant.

X ----- /

**JOINT MOTION FOR JUDGMENT BASED
ON COMPROMISE AGREEMENT**

COME NOW the parties assisted by their respective counsel and unto this Honorable Office most respectfull state:

1. That the parties have agreed to settle the case amicably.
2. That as part of the settlement the following being agreed upon:

(a) Defendant to pay the agreed accrued agricultural rentals in the sum of P54,000.00.

(b) Plaintiff and Defendant shall enter into a leasehold agreement and for said purpose, Defendant shall be allowed by the Plaintiff to till and work on the subject land.

3. That accordingly, the following terms and conditions are agreed upon by the parties:

(a) That defendant shall pay Plaintiff through her representative, Marino Ocampo the sum of P54,000.00 accrued agricultural rentals fully or partially upon signing this Compromise Agreement and/or within the period of thirty (30) days from approval of this Compromise Agreement.

(b) That the agreed agricultural rentals shall be:

12 sacks of rice per harvest on times
40 kilos or total of 480 kilos.

4. That the parties have obligated themselves to submit the Leasehold agreement approved by appropriate agency within 30 days from approval of this agreement and the same to form part and parcel of this Compromise Agreement.

5. That the parties have further agreed:

(a) That each of them shall take care of whatever agreed attorney's fees to their respective counsel.

(b) That all claims counterclaim and other damages are hereby dismissed and/or waived by virtue of this agreement.

(c) That violation of this compromise agreement is enforceable by a writ of execution and/or cancellation of the leasehold agreement.

6. That the parties are requesting this Honorable Board to approve this Compromise Agreement.

P R A Y E R

WHEREFORE, it is most respectfully prayed unto this Honorable Board that judgment or order be issued approving the terms and conditions of this Compromise Agreement.

Cebu City (Tagbilaran City), Oct. 13, 2004.

DALISAY APACIBLE
Plaintiff

LAMBERTO PONDAVILLA,
Defendant

By:

MARINO OCAMPO
Attorney-in-fact

ASSISTED BY:

EFREN V. RAMIREZ
Counsel for the Plaintiffs
2nd Flr., Room 4, Leyson Bldg.
D. Jakosalem-Magallanes Sta.
Cebu City - IPB No. 608685
January 30, 2004
PTR No. 2934441
Cebu City - Jan. 29, 2004
Roll No. 17742 - Feb. 6, 1963

ASSISTED BY:

RICARDO L. VILLARES
Counsel for Defendant
IPB No. 546416
Jan. 5, 2004 - Tagbilaran City

DEPARTMENT OF AGRARIAN REFORM
ADJUDICATION BOARD
BOHOL
City of Tagbilaran

GREETINGS:

PLEASE SUBMIT THE FOREGOING JOINT MOTION FOR JUDGMENT
BASED ON COMPROMISE AGREEMENT IMMEDIATELY UPON FILING
HEREOF/OCTOBER 13, 2004 AT 2:30

EFREN V. RAMIREZ

RICARDO L. VILLARES

WHEREFORE, compromise concluded, let the judgment be set on October 13, 2004 at 2:00 o'clock in the afternoon. It is signed by all members of this Board, in open session of this Board.



4th Floor FCB Building, Carlos P. Garcia Avenue, Tagbilaran City
Tel. No. (038) 235-3560

DALISAY APACIBLE,
Petitioner,

- versus -

DARAB Case No. VII-BOH-545-2004
For : Collection of Unpaid Rentals,
Ejectment and Damages

LAMBERTO PONDAVILLA,
Respondent.

x-----/

ORDER

When this case was called for hearing, counsels for both parties appeared. Also appearing is Mr. Marino Ocampo, the authorized representative of petitioner, and respondent Lamberto Pondavilla. Upon discussion, it appears that the parties may enter into a compromise agreement, the details of which will be finalized on the next hearing.

WHEREFORE, premises considered, let the continuation of the initial conference be set on October 13, 2004 at 2:00 o'clock in the afternoon. Both counsels are notified of this Order in open session of this Board.

SO ORDERED.

21 September 2004, Tagbilaran City, Philippines.

JOSEPHUS A. BATERNA
Provincial Agrarian Reform Adjudicator

DALISAY APACIBLE,
Petitioner

DARAB Case No. VII-BOH-545-2004
For Collection of Unpaid Rentals,
Ejectment and Damages

- versus -

LAMBERTO PONDAVILLA,
Respondent

X-----/

TRANSCRIPT
OF STENOGRAPHIC NOTES TAKEN DOWN DURING THE PROCEEDINGS
OF THEA BOVE-ENTITLED CASE HELD AT DARAB OFFICE,
TAGBILARAN CITY ON 21 SEPTEMBER 2004

JOSEPHUS A. BATERNA
Presiding Adjudicator

Interpreter DARAB Case No. VII-BOH-545-2004 for Collection
 of Unpaid Rentals, Ejectment and Damages. Let the
 case of Dalisay Apacible vs. Lamberto Pondavilla will
 now come to Order.

PARAD Appearance please.

Atty. Ramirez- appearing for the complainant Your
 Honor

Atty. Villares- appearing for the defendant Your
 Honor.

PARAD

On record is the Answer dated August 31, 2004 filed by counsel for the respondent. Were you able to receive a copy?

Atty. Ramirez

Just recently Your Honor. Also for the records Your Honor, Dalisay Apacible is not present but she is represented by her attorney-in-fact Mr. Marino Ocampo. Presently he is in Batangas.

PARAD

Do you have a copy of the authorization?

Atty. Ramirez

That is the problem Your Honor because I text her, I received a telephone call from her, she has a Special Power of Attorney given to Marino Ocampo. So, I text Marino and he confirmed but he is recently married... he could not bring it because it was misplaced. But one thin is sure Your Honor, there is that Special Power of Attorney.

PARAD

Kindly submit it on the next hearing.

Atty. Ramirez

Yes Your Honor.

PARAD

This attorney-in-fact is authorized to enter into an amicable settlement.

Atty. Ramirez

As a matter of fact, he is the one being entrusted by her in Bohol on some of her properties but subject of any litigation.

PARAD

This is the initial preliminary conference of the case, the purpose of which is to explore possibility of amicable settlement.

Atty. Ramirez

Before we go to that Your Honor because he is represented by DAR lawyer, I doubt it very much Your Honor if the defendants will qualify his services.

PARAD

Any comment?

Atty. Villares

The defendants here is a tenant as he has said to me and I firmly believe that as a tenant, I am allowed to represent him.

Atty. Ramirez

Because in this particular case Your Honor, the attorney-in-fact is familiar and noticed that this Lamberto Pondavilla has also property and has his own tenant and in this particular land, he used even to hire people to work. That's why I am asking whether he will really qualify to be defended by the DAR because the DAR lawyer should only cater the needs of those who cannot afford to hire lawyers of their own for financial reason.

PARAD

Atty. Villares, the question is, his ownership of other parcel of land beside this... disqualify him as tenant under the law.

Atty. Villares

I don't think Your Honor that if a person has a property that will not qualify him as a tenant Precisely Your Honor, one of the issue here is whether or not the defendant is a tenant.

PARAD

I think he was previously identified.

Atty. Villares

Yes.

PARAD

Pursuant to CARP or...

Atty. Villares

Pursuant to CARP Your Honor.

Atty. Ramirez

Actually Your Honor, we even caused him for ejection because we do not have a contract. It was the father of Lamberto Pondavilla who has formerly working. Then, he gave up the property... We filed an ejection case but in that ejection case, we were forced to accept that he was a tenant. But, we are now filing collection of unpaid rentals because at the time he entered the property up to the present time, he has not given any rentals, assuming that he is a tenant.

PARAD

There is no issue of tenancy here. You are admitting that he is a tenant.

Atty. Ramirez

We have not other alternative Your Honor because in the civil case that we filed for ejection, we do not claim he is a tenant but in the decision, we were

forced to accept him as a tenant. The problem here is, he is a tenant and he is not giving rentals since the time he entered up to the present time. We have not receive even a single centavo.

PARAD

Those are evidentiary matter to be taken up during the hearing of the case.

Atty. Ramirez

Off hand Your Honor, whether he is qualified.

Atty. Villares

We will submit to the sound discretion of this Honorable Board.

PARAD

Based on the manifestation of counsel of the Legal Division, we are of the opinion that as a farmer beneficiary previously identified by the DAR provincial office, herein respondent Lamberto Pondavilla is qualified to avail the legal services of the Legal Division.

Atty. Ramirez

As soon as I receive that ruling Your Honor, I may be filing some reconsideration because even in many places today, there are former tenants and now they are landlords.

PARAD

Let it be noted that ownership of a tenant of parcels of land does not disqualify him to become a tenant.

Atty. Ramirez

Yes but what if he is both a tenant and a landlord?

Atty. Villares

There is a criteria Your Honor.

PARAD

We will issue a written ruling.

Atty. Ramirez

That is material Your Honor because the legal division is suppose only to cater the needs...

PARAD

We will issue a ruling in that regard and you can file your comment.

Atty. Ramirez

Yes Your Honor.

PARAD

At any rate, we have some preliminary issues. Counsel, you mentioned that there was no BARC Certification.

Atty. Villares

Yes Your Honor. Although, there is a certification that a mediation was conducted.

PARAD

You are referring to the document in handwritten dated January 10, 1997.

Atty. Villares

Yes Your Honor.

PARAD

Can we stipulate that this document serves as substantial compliance of the requirement to submit BARC Certification?

Atty. Villares

I think we can Your Honor.

Atty. Ramirez

We can do so.

PARAD

Having resolved to that matter, we are open for any proposal of amicable settlement.

Atty. Ramirez

Off hand Your Honor, we will let my representative and the respondent talk with each other for them to enter into any possible settlement.

OFF THE RECORD DISCUSSION

O R D E R

When this case was called for hearing, counsels for both parties appeared. Also appearing is Mr. Marino Ocampo, the authorized representative of petitioner and respondent Lamberto Pondavilla. Upon discussion, it appears that the parties may enter into a compromise agreement, the details of which will be finalized on the next hearing.

WHEREFORE, premises considered, let the continuation of the initial conference be set on October 13, 2004 at 2:00 o'clock in the afternoon. Both counsels are notified of this Order in open session of this Board.

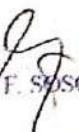
SO ORDERED.

21 September 2004, Tagbilaran City, Philippines.

Session adjourned.

CERTIFICATION

I hereby certify that the above transcripts of stenographic notes are true and correct to the best of my knowledge and belief.

LIZA F. SOSOIER


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Tagbilaran City

DALISAY APACIBLE
Plaintiff

-VS-

LAMBERTO PONDAVILLA
Defendant

-----/

DARAB CASE NO. VII-BOH-545-2004
For: COLLECTION OF UNPAID
RENTALS, EJECTMENT, AND
DAMAGES

ANSWER

Defendant, assisted by counsel, unto this Honorable Adjudicator, most respectfully answers that:

1. Paragraphs 1, 2, 3, 4, & 5 of the complaint are admitted;
2. Paragraphs 6, 7, 8, 9, 10, 11, are specifically denied on the ground that the defendant has no knowledge sufficient to form a belief as to the truth of the matter thereof;
3. Paragraph 12 is admitted as far as Civil Case No. 399, filed with the MCTC of Sierra Bullones-Pilar, but deny the other allegations on the ground that the defendants has no knowledge sufficient to form as belief as to the truth of the matter thereof;
4. Paragraphs 13, 14, & 15 are neither denied or admitted on the ground the same has no connection with the instant case filed;
5. Paragraphs 16, 17, 18, 19, 20, 21, & 22 are specifically denied on the ground that the defendant has no knowledge sufficient to form a belief as to the truth of the matter thereof;

SPECIAL AND ALTERNATIVE DEFENSE

Defendant adopts and repleads the allegations in the answer to form part of the special and alternative defense:

6. Ever since in the early quarter of the year 1995, the defendant has been working on the subject agricultural land by planting agricultural products with the knowledge and consent of the landowners;
7. In fact, in the approved subdivision plan conducted by the Department of Agrarian Reform for purposes distribution to farmer-beneficiaries under the Comprehensive Agrarian Reform Law, dated February 29, 1996, the defendant is identified as one of the claimant of the subject land and it was found out that the actual area cultivated by the defendant is 9,996 square meters;
8. Defendant religiously gave share of the harvest or proceeds of it to the landowner from the time he began to work in the land;
9. Immediately before or after the filing of the Unlawful Entry, Ejectment with Damages, in the Municipal Circuit Trial Court of Sierra-Bullones and Pilar, Bohol, with Civil case No. 399, the plaintiff or his representative refuses to receive anymore the share of the harvest, even after termination of the case and until now;



11. The certification to file action is not issued by the BARC Chairman of San Isidro but by the Barangay Captain of Barangay San Isidro, Pilar, Bohol;
12. The Plaintiff action is baseless, purely to harass the defendant whose only means of livelihood to support himself and his family is the fruit of his labor in tilling the land;
13. The action of the plaintiff has caused the defendant to suffer mental anguish, besmirched reputation, from the sham and baseless action;
14. The defendant, as a result of this sham and baseless action, was forced to come to the Department of Agrarian Reform Provincial Office, Tagbilaran city, and seek legal assistance and, as a consequence, the defendant suffered expenses for the travel. One hundred twenty pesos each travel from Pilar to Tagbilaran and back to Pilar.

WHEREFORE, premise considered, it is most respectfully prayed, after due notice and hearing, that the following judgment:

1. Order differing the case until compliance with the BARC certification to file action, and;
2. Order to dismiss the case for lack of merit;
3. Order the plaintiff to pay the amount of P5,000.00 as moral damages, and;
4. Order the plaintiff to pay the amount of P120.00 per every hearing for the expenses that the defendant may incur while traveling from Pilar to Tagbilaran and back;

Such other reliefs as the premise may warrant.

Tagbilaran City, August 31, 2004.

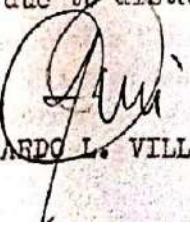
Counsel for the Defendant
DEPARTMENT OF AGRARIAN REFORM
LEGAL ASSISTANCE DIVISION

By:


RICARDO L. VILLARES
Legal Officer III
IBP No. 546416-Jan. 5/2004-Tagbilaran City
3rd Flr., FCB bldg., CPG North Avenue
Tagbilaran City

CERTIFICATION

This is to certify that copy of the foregoing has been sent to Atty. Efron V. Ramirez, RAMIREZ, CORRO & ASSOCIATES, 2nd Flr., Rm. 4, Loysen Bldg. D. Jakosalem-Magallanes Sts., Cebu City, due to distance and lack of man power.


ATTY. RICARDO L. VILLARES

copy for receipt no. 10700

Agrarian City

DALISAY APACIBLE

Plaintiff,

-vs-

LAMBERTO PONDAVILLA

Defendant

x-----/

DARAB CASE NO. VII-BOH-545-2004

For: COLLECTION OF UNPAID
RENTALS, EJECTMENT, AND
DAMAGES

ANSWER

Defendant, assisted by counsel, unto this Honorable Adjudicator, most respectfully avers that:

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SPECIAL AND ALTERNATIVE DEFENSE

Defendant adopts and repleads the allegations in the answer to form part of the special and alternative defense:

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for safekeeping;

11. The certification to file action is not issued by the BARC Chairman of San Isidro but by the Barangay Captain of Barangay San Isidro, Pilar, Bohol;
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2. Order to dismiss the case for lack of merit;
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4. Order the plaintiff to pay the amount of P120.00 per every hearing for the expenses that the defendant may incur while traveling from Pilar to Tagbilaran and back;

Such other reliefs as the premise may warrant.

Tagbilaran City, August 31, 2004.

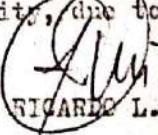
Counsel for the Defendant
DEPARTMENT OF AGRARIAN REFORM
LEGAL ASSISTANCE DIVISION

By:


RICARDO L. VILLARES
Legal Officer III
IBP No. 546416-Jan. 5/2004-Tagbilaran City
3rd Flr., FCB bldg., CPG North Avenue
Tagbilaran City

CERTIFICATION

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ATTY. **RICARDO L. VILLARES**

ADJUDICATION BOARD
BOHOL
City of Tagbilaran

DALISAY APACIBLE,
Plaintiff.
-versus-

DARAB CASE NO. VII-BOH-545-2004

FOR: COLLECTION OF UNPAID RENTALS,
EJECTMENT AND DAMAGES

LAMBERTO PONDAVILLA,
Defendant.

X-----/

SUMMONS AND NOTICE OF PRELIMINARY CONFERENCE

TO: Lamberto Pondavilla

- San Isidro, Pilar, Bohol

Greetings:

You are hereby summoned and required to file and serve your Answer with sworn statement, affidavits and documentary evidence, a copy of petition/complaint is herewith served upon you within a non-extendible period of (15) days after service hereof, exclusive of the day of service, furnishing a copy thereof to the petitioner/complainant.

On the other hand, the parties are hereby directed to attend the preliminary/pre-trial conference of the case on September 21, 2004 (Tuesday) at 1:30 O'clock in the afternoon, DAR-Adjudication Board Office, 4th floor, FCB Bldg., CPG North Avenue, Tagbilaran City, for purposes of:

1. Possibility of amicable settlement or of a submission to alternative modes of disputes resolution;
2. Resolving and disposing the preliminary incidents related to the case, and
3. Taking up other matters as may simplify and aid in the prompt disposition of the case.

Any failure hereof to do as herein directed, will be interpreted by the Adjudicator as a waiver to present evidence. The hearing of the instant case shall commence and continue until the termination of the reception of the evidence of the complainant/petitioner.

"FAIL NOT UNDER THE PENALTY OF THE LAW"

WITNESS THE HONORABLE DARAB ADJUDICATOR, JOSEPHUS A. BATERNA, this 10th day of August 2004, Tagbilaran City, Philippines.

For the Adjudicator,

DONALD S. DORON
OCB/Sheriff III

- 2nd floor, Room 4, Leyson bldg., D. Jakosalem-Magallanes Sts., Cebu City
- Oliva St. corner Ganciang St., Cebu City

c.c. - Atty Efren V. Ramirez

Dalisay Apacible

MARIANO G. OCAMPOS

Accountable Form No. 51 (Revised January 1992)	ORIGINAL
DATE 8-10-08	NO. 0580430

PAYOR Marino Ocampo

BUSINESS NAME
ADDRESS

Amount in Words Five Pesos Only

<input checked="" type="checkbox"/> Cash	Drawee Bank	Number	Date
<input type="checkbox"/> Check			
<input type="checkbox"/> Money Order			

Received the amount stated above

Collecting Officer

NOTE: Write the number and date of this receipt on
the back of check or money order received

~~1000~~ 1000

Amount in Words Five Pesos Only

<input checked="" type="checkbox"/> Cash	Drawee Bank	Number	Date
<input type="checkbox"/> Check			
	Order		

Money Order

Collecting Officer

NOTE: Write the number and date of this receipt on
the back of check or money order received

Accountable Form No. 51 (Revised January 1992)	O R I G I N A L
DATE <u>8-10-09</u>	NO. 0580429

PAYOR Marino Ocampo
BUSINESS NAME

BUSINESS NAME
ADDRESS

Amount in Words Seven Hundred Fifty Pounds

<input checked="" type="checkbox"/> Cash	Drawee Bank	Number	Date
<input type="checkbox"/> Check			
<input type="checkbox"/> Money Order			

Received the amount stated above

manopp
Collecting Officer

NOTE: Write the number and date of this receipt on
the back of check or money order received

P NO -

Amount in Words Seven Hundred Fifty Thousand

<input checked="" type="checkbox"/> Cash	Drawee Bank	Number	Date
<input type="checkbox"/> Check			
<input type="checkbox"/> Money Order			

Money Order

margin

NOTE: Write the number and date of this receipt on
the back of check or money order received.

5. That plaintiff acquired said land from her predecessor, her deceased parents, spouses Apolonio G. Apacible and Simeona B. Apacible, that xerox copy of the Tax Declaration is hereto attached as Annex "A" to form integral part of this complaint.

6. That the assessed value of the land is within the jurisdiction of the Honorable Entity/Agency.

7. That sometime in 1996 defendant not being a tenant and/or without any contract with the plaintiff surreptitiously entered the above the above described parcel of land and occupied the same.

8. That due to such illegal encroachment and unlawful entry by the defendant on the land of the plaintiff, the latter (plaintiff) took the following steps:

- (1) Reported the matter to DARAB/BARC.
- (2) Reported the matter to the Barangay Captain.

9. That additionally, plaintiff through her counsel demanded to the defendant to vacate the premises.

10. That to substantiate par. 7 hereof, plaintiff is attaching hereto the following:

10(a) "Kasabutan" issued by BARC Chairman, marked as Annex "B" hereof.

10(b) Certification to File Action Issued by office of Barangay Captain, hereto marked as Annex "C" hereof.

11. To substantiate also par. 8 hereof, plaintiff attached hereto one of the letters of her counsel marked as Annex "D" hereof.

12. That inspite of her demands in the DARAB/BARC, office of the Barangay Captain, her counsel's letters (Annexes "B", "C" and "D") defendant refused to vacate the premises prompting plaintiff to file Ejectment Case in the Circuit Municipal Trial Court docketed as Civil Case No. 399 for Unlawful Entry, Ejectment with Damages etc.

13. That case was subsequently dismissed for lack of jurisdiction, the decretal portion being hereto quoted:

"WHEREFORE, in the light of the foregoing premises, Judgment is hereby rendered:

1. Ordering the DISMISSAL of this case on the ground of lack of jurisdiction due to the reason that the complaint failure to embody the jurisdictional facts in forcible entry cases, and further considering that this case involves agrarian reform matters and agricultural tenancy dispute;

2. Ordering plaintiff to pay defendant necessary amount of P5,000.00;

3. The plaintiff to pay cost of litigation".

14. That the decision was appealed to the proper court (RTC) but the appellate court sustained the decision, with the following dispositive portion:

"WHEREFORE, finding the decision of the 17th Municipal Circuit Trial Court of Sierra Bullones-Pilar, Bohol to be correct and in accordance with the law and jurisprudence, the court hereby AFFIRMS the assailed decision IN TOTO.

SO ORDERED.

Done in Chambers this 18th day of April, 2000 at Carmen, Bohol, Philippines.

(SGD.) PATSITA SARMIENTO-GAMUTAN
Executive Presiding Judge"

15. The plaintiff reserves to present the decision of the two courts during the pre-conference/trial of this case.

SECOND CAUSE OF ACTION

16. That inspite of the ruling decision defendant was a tenant, defendant failed to pay the agricultural rentals from 1996 to the present prompting plaintiff to make several demands, written and oral through her representative, Marino Ocampo.

17. That a copy of the demand letter for rentals, is hereto attached as Annex "E" to form integral part of this complaint.

COMMON ALLEGATIONS

18. That in view of the malicious acts of the defendant and gross default of payment, inspite of judicial pronouncement that defendant is a tenant, he refused to pay the rental or vacate premises.

Prompting Plaintiff to hire services of counsel to protect her interest for which reason she obligated to pay acceptance fees of P10,000.00, attorney's fees P10,000.00, P1,000.00 appearance fee and litigation expenses in the sum of not less than P5,000.00.

19. Owing to the illegal intrusion/occupation of the land described in par. 3 hereof, plaintiff's stand to loss agricultural crops amounting to P10,000.00 to P20,000.00 thousand per year.

20. That in view of the malicious actuations of the defendant, plaintiff suffered moral damages in the sum of not less than P50,000.00.

21. That in addition, plaintiff reserves to prove exemplary, litigation expenses and other damages in the sum of not less than P30,000.00 during the pre-conference/trial of this case.

P R A Y E R

WHEREFORE, it is most respectfully prayed unto this Honorable Court that after due hearing and trial, judgment be rendered ordering the defendant:

- (1) To pay the unpaid rentals in the sum of P10,000.00 to P20,000.00 yearly as actual damages/or yearly rentals.
- (2) To vacate the premises, and turn over to the plaintiff the possession and ownership of the parcel of land described above, for gross default.
- (3) To pay moral exemplary damages and litigation expenses in the sum of not less than P50,000.00.
- (4) To pay attorney's fees in the sum of P10,000.00 acceptance fee of P10,000.00 plus P1,000.00 per court appearance.
- (5) To pay exemplary, litigation expenses and other damages as may be proven but not less than P50,000.00.
- (6) To pay court cost.

Plaintiff prays and for such other relief as maybe just and equitable.

CEBU CITY (FOR PILAR, BOHOL) ON MARCH 4, 2004.

**RAMIREZ, CORRO & ASSOCIATES
BY:**

EFREN V. RAMIREZ

Counsel for the Plaintiffs

2nd Flr., Room 4, Leyson Bldg.

D. Jakosalem-Magallanes Sts.

Cebu City - IBP No. 608585

January 30, 2004

PTR No. 293441

Cebu City - Jan. 29, 2004

Roll #17742 - Feb. 6, 1963

VERIFICATION/CERTIFICATION
OF NON-FORUM SHOPPING

I DALISAY B. APACEBLE, Filipino, of legal age, with business address at Cebu City, after having been duly sworn in accordance with law, hereby depose and state:

1. That I am the plaintiff of the above-entitled case.
2. That I have caused the preparation of the foregoing Complaint.

3. That I have read all the contents hereof and the same are all true and correct to the best of my personal knowledge.

4. That I certify to the truth of the following fact and undertakings:
(a) That I have not commenced any other action or proceeding involving the same issues in the Supreme Court, the Court of Appeals, or any other tribunal or agency; (b) That to the best of my knowledge, no such action or proceeding is pending the Supreme Court, the Court of Appeals, or any other tribunal or any other agency; (c) If there is such an action or proceeding other than the aforesaid case which is pending or may have been terminated, I will state the status thereof; and (d) If I should thereafter learn that a similar action or proceeding has been filed or pending before the Supreme Court, the Court of Appeals, or any other tribunal or agency, I undertake to report that fact within five (5) days therefrom to the court or agency wherein the original pleading and sworn certification contemplated herein have been filed.

5. That I execute this Certification of Non-Forum Shopping to support my complaint pending before this Honorable Court.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 4th day of March 2004 at Cebu City, Philippines.

Dalisay B. Apable
DALISAY B. APACEBLE
Affiant
CTC No. 02916067
Issued at Cebu City
Issued on Jan. 20 2004

SUBSCRIBED AND SWORN to before me this 4th day of March, 2004 at Cebu City, Philippines; Affiant exhibited to me her CTC No. per data indicated above.

SIGNED AND SEALED BY ME AT CEBU CITY ON MARCH 4, 2004.

Efrex V. Ramirez
Notary Public
Until December 31, 2005
PTB No. 2934441
Cebu City - Jan. 29, 2004

DOC. NO. 147
PAGE NO. 31
BOOK NO. XXX/1
SERIES OF 2004

Description	Date of Operation	Original Cost	Depreciation	Market Value
I. OWNER'S DECLARATION				
III (b) MACHINERY				
Total				P
Description	Floor Area	1st Story	2nd Story	Roof
	Construction Materials			

Province or S. Iloilo
Sungod or Pilay
Barangay or San Isidro

January 10, 1947

KASABUTAH

ako maga matupod. nge si Dalisay Apacible Complainant
ng si Lambirth Pandavilla Respondent nge sa ifugao case -
mok babin or yuta okong nahusay nladtang Court 10, 1997
or buntag.

Ang maong hiusay walay kalyeaw ug pag-sinabtanay tungod sa matag usk konila adunay kungalungan nga katarungan. Mas, uga sa okong buhatan wala sila okoy mahim.

Onen pag matured okang pormaken ning iken-10 on
Onen 1997.

GOTERO Q. CAGA
Baro chairman

Republic of the Philippines
 Province of Bohol
 CITY/MUNICIPALITY OF Pilar
 Barangay Anao

OFFICE OF THE BARANGAY CAPTAIN

DALINAY B. APACIBLE

Complainant/s

against

LAMBERTO PONDAVILLA

Respondent/s

Barangay Case No. 05
 For: ILLEGAL ENTRY
NON PAYMENT OF RENTAL
GRAVE THREAT

CERTIFICATION TO FILE ACTION

This is to certify that:

(Cross out whichever is not applicable)

1 / respondent/s LAMBERTO PONDAVILLA and
 (Name)

willfully failed or refused to

(Name)

obey summons or to appear for hearing

1 / no settlement/conciliation was reached1 / settlement has been repudiated

and therefore the corresponding compliant for the dispute may now be filed in court/government office.

This 7th day of February, 19 97.INOCENCIA T. BONGATO

Lupon/Pangkat Secretary

Attested:

RENEGIO S. DEFIESTRO

Lupon/Pangkat Chairman

CERTIFIED TRUE

IMPORTANT: If Lupon Secretary makes the certification, the Lupon Chairman attests. If the Pangkat Secretary makes the certification, the Pangkat Chairman attests.

Northeast: Felix Flores

Cebu City, Philippines

Cable Address: "RAMCOR"

(IN REPLY PLEASE REFER TO FILE NUMBER)

OFFICE TEL. NOS. 5-27-78
5-27-74

RESIDENCE TEL. NOS.
9-14-68 (RAMIREZ)
46-10-19 (CORRO)

File No. EVR-905()
October 31, 1996

MR. LOMBERTO PONTAVILLA
Purok 4, San Isidro, Pilar
6321 Bohol

Dear Mr. Pontavilla:

This is a formal demand of our client, Ms. Dalisay B. Apacible demanding that you vacate her land for the following reasons:

First, you have no contract with her.

Second, your father who has contract with her, give up the premises.

You are given 5 days from receipt of this letter, otherwise filing ejectment case with damages in the appropriate forum.

Vacate as demanded to avoid ejectment and of liability for damages and attorney's fees.

Thank you.

Yours truly,

RAMIREZ, CORRO & ASSOCIATES
BY:

EFRÉN V. RAMIREZ

Counsel for Dalisay B. Apacible

WITH CONFORMITY:

Dalisay B. Apacible
DALISAY B. APACIBLE

EVR/pt

cc: ✓ Ms. D. B. Apacible
Cebu City

Mr. Arnold Baguio
MABO, Pilar, Bohol

Mr. Marino E. Ocampo
Bohol

Northeast: Felix Flores

Southwest/Southeast: Leon Flores & Florentino

Southwest: Luciano Cabigas & Geharo Jandavar

AGRARIAN REFORM ADJUDICATORY BOARD (ARAB)
TAGBILARAN CITY

NAME _____
[Signature]

DALISAY APACIBLE,
Plaintiff,

- VERSUS -

LAMBERTO PONDA VILLA,
Defendant.

PAR CASE NO. VII-BOH-545-2004
FOR: COLLECTION OF
UNPAID RENTALS,
EJECTMENT AND
DAMAGES.

COMPLAINT

COMES NOW the plaintiff through her undersigned counsel and unto this Honorable Court most respectfully states:

JURISDICTIONAL FACTS

1. That plaintiff is a Filipino, of legal age, single with residence and postal address at Oliva St. cor Ganciang St., Cebu City.
2. That defendant is of legal age, married, with residence and postal address at Brgy. San Isidro, Pilar, Bohol;
3. That defendant may be served with summons and other court processes at the said address given in par. 3 hereof.

FIRST CAUSE OF ACTION

4. That plaintiff is owner of a parcel of land, more particularly described:

TAX DECLARATION NO. 34C20-485

Cadastral Lot No. Lot 1

Boundaries:

Northwest: Lot 2

Northeast: Felix Flores

Southwest/Southeast: Leon Flores & Florentino

Southwest: Luciano Cabigas & Genaro Jandayar

5. That plaintiff acquired said land from her predecessor, her deceased parents, spouses Apolonio G. Apacible and Simeona B. Apacible; that xerox copy of the Tax Declaration is hereto attached as Annex "A" to form integral part of this complaint.

6. That the assessed value of the land is within the jurisdiction of the Honorable Entity/Agency.

7. That sometime in 1996 defendant not being a tenant and/or without any contract with the plaintiff surreptitiously entered the above the above described parcel of land and occupied the same.

8. That due to such illegal encroachment and unlawful entry by the defendant on the land of the plaintiff, the latter (plaintiff) took the following steps:

- (1) Reported the matter to DARAB/BARC.
- (2) Reported the matter to the Barangay Captain.

9. That additionally, plaintiff through her counsel demanded to the defendant to vacate the premises.

10. That to substantiate par. 7 hereof, plaintiff is attaching hereto the following:

10(a) "Kasabutan" issued by BARC Chairman, marked as Annex "B" hereof.

10(b) Certification to File Action Issued by office of Barangay Captain, hereto marked as Annex "C" hereof.

11. To substantiate also par. 8 hereof, plaintiff attached hereto one of the letters of her counsel marked as Annex "D" hereof.

12. That inspite of her demands in the DARAB/BARC, office of the Barangay Captain, her counsel's letters (Annexes "B", "C" and "D") defendant refused to vacate the premises prompting plaintiff to file Ejectment Case in the Circuit Municipal Trial Court docketed as Civil Case No. 399 for Unlawful Entry, Ejectment with Damages etc.

13. That case was subsequently dismissed for lack of jurisdiction, the decretal portion being hereto quoted:

"WHEREFORE, in the light of the foregoing premises, Judgment is hereby rendered:

1. Ordering the DISMISSAL of this case on the ground of lack of jurisdiction due to the reason that the complaint failure to embody the jurisdictional facts in forcible entry cases, and further considering that this case involves agrarian reform matters and agricultural tenancy dispute;

2. Ordering plaintiff to pay defendant necessary amount of P5,000.00;

3. The plaintiff to pay cost of litigation".

14. That the decision was appealed to the proper court (RTC) but the appellate court sustained the decision, with the following dispositive portion:

"WHEREFORE, finding the decision of the 17th Municipal Circuit Trial Court of Sierra Bullones-Pilar, Bohol to be correct and in accordance with the law and jurisprudence, the court hereby AFFIRMS the assailed decision IN TOTO.

SO ORDERED.

Done in Chambers this 18th day of April, 2000 at Carmen, Bohol, Philippines.

(SGD.) PATSITA SARMIENTO-GAMUTAN
Executive Presiding Judge"

15. The plaintiff reserves to present the decision of the two courts during the pre-conference/trial of this case.

SECOND CAUSE OF ACTION

16. That inspite of the ruling decision defendant was a tenant, defendant failed to pay the agricultural rentals from 1996 to the present prompting plaintiff to make several demands, written and oral through her representative, Marino Ocampo.

17. That a copy of the demand letter for rentals, is hereto attached as Annex "E" to form integral part of this complaint.

COMMON ALLEGATIONS

18. That in view of the malicious acts of the defendant and gross default of payment, inspite of judicial pronouncement that defendant is a tenant, he refused to pay the rental or vacate premises.

Prompting Plaintiff to hire services of counsel to protect her interest for which reason she obligated to pay acceptance fees of P10,000.00, attorney's fees P10,000.00, P1,000.00 appearance fee and litigation expenses in the sum of not less than P5,000.00.

19. Owing to the illegal intrusion/occupation of the land described in par. 3 hereof, plaintiff's stand to loss agricultural crops amounting to P10,000.00 to P20,000.00 thousand per year.

20. That in view of the malicious actuations of the defendant, plaintiff suffered moral damages in the sum of not less than P50,000.00.

21. That in addition, plaintiff reserves to prove exemplary, litigation expenses and other damages in the sum of not less than P30,000.00 during the pre-conference/trial of this case.

P R A Y E R

WHEREFORE, it is most respectfully prayed unto this Honorable Court that after due hearing and trial, judgment be rendered ordering the defendant:

(1) To pay the unpaid rentals in the sum of P10,000.00 to P20,000.00 yearly as actual damages/or yearly rentals.

(2) To vacate the premises, and turn over to the plaintiff the possession and ownership of the parcel of land described above, for gross default.

(3) To pay moral exemplary damages and litigation expenses in the sum of not less than P50,000.00.

(4) To pay attorney's fees in the sum of P10,000.00 acceptance fee of P10,000.00 plus P1,000.00 per court appearance.

(5) To pay exemplary, litigation expenses and other damages as may be proven but not less than P50,000.00.

(6) To pay court cost.

Plaintiff prays and for such other relief as maybe just and equitable.

CEBU CITY (FOR PILAR, BOHOL) ON MARCH 4, 2004.

RAMIREZ, CORRO & ASSOCIATES
BY:

EFREN V. RAMIREZ

Counsel for the Plaintiffs

2nd Flr., Room 4, Leyson Bldg.

D. Jakosalem-Magallanes Sts.

Cebu City - IBP No. 608585

January 30, 2004

PTR No. 293441

Cebu City - Jan. 29, 2004

OF NON-FORUM SHOPPING

I DALISAY B. APACEBLE, Filipino, of legal age, with business address at Cebu City, after having been duly sworn in accordance with law, hereby depose and state:

1. That I am the plaintiff of the above-entitled case.
2. That I have caused the preparation of the foregoing Complaint.

3. That I have read all the contents hereof and the same are all true and correct to the best of my personal knowledge.

4. That I certify to the truth of the following fact and undertakings:
(a) That I have not commenced any other action or proceeding involving the same issues in the Supreme Court, the Court of Appeals, or any other tribunal or agency; (b) That to the best of my knowledge, no such action or proceeding is pending the Supreme Court, the Court of Appeals, or any other tribunal or any other agency; (c) If there is such an action or proceeding other than the aforesaid case which is pending or may have been terminated, I will state the status thereof; and (d) If I should thereafter learn that a similar action or proceeding has been filed or pending before the Supreme Court, the Court of Appeals, or any other tribunal or agency, I undertake to report that fact within five (5) days therefrom to the court or agency wherein the original pleading and sworn certification contemplated herein have been filed.

5. That I execute this Certification of Non-Forum Shopping to support my complaint pending before this Honorable Court.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 4th day of March 2004 at Cebu City, Philippines.

Dalisay B. Apable
DALISAY B. APACEBLE
Affiant
CTC No. 02916067
Issued at Cebu City
Issued on Jan. 20 2004

SUBSCRIBED AND SWORN to before me this 4th day of March, 2004 at Cebu City, Philippines; Affiant exhibited to me h. CTC No. per data indicated above.

SIGNED AND SEALED BY ME AT CEBU CITY ON MARCH 4, 2004.

EFREN V. RAMIREZ
Notary Public
Until December 31, 2005
PTR No. 2934441
Cebu City - Jan. 29, 2004

DOC. NO. 147
PAGE NO. 31
BOOK NO. DXXII
SERIES OF 2004