Republic of the Philippines
SUPREME COURT
Manila

THIRD DIVISION

[G.R. No. 121867. July 24, 1997]

SMITH KLINE & FRENCH LABORATORIES, LTD., *petitioner*,

vs.

COURT OF APPEALS, BUREAU OF PATENTS, TRADEMARKS AND TECHNOLOGY TRANSFER and DOCTORS PHARMACEUTICALS, INC. *respondents*.

DAVIDE, JR., *J.*:

This is an appeal under Rule 45 of the Rules of Court from the decision[1] of 4 November 1994 of the Court of Appeals in CA-G.R. SP No. 33520, which affirmed the 14 February 1994 decision[2] of the Director of the Bureau of Patents, Trademarks and Technology Transfer (BPTTT) granting a compulsory non-exclusive and non-transferable license to private respondent to manufacture, use and sell in the Philippines its own brands of pharmaceutical products containing petitioner's patented pharmaceutical product known as *Cimetidine*.

Petitioner is a foreign corporation with principal office at Welwyn Garden City, England. It owns Philippine Letters Patent No. 12207 issued by the BPTTT for the patent of the drug *Cimetidine*.

Private respondent is a domestic corporation engaged in the business of manufacturing and distributing pharmaceutical products. On 30 March 1987, it filed a petition for compulsory licensing[3] with the BPTTT for authorization to manufacture its own brand of medicine from the drug *Cimetidine* and to market the resulting product in the Philippines. The petition was filed pursuant to the provisions of Section 34 of Republic Act No. 165 (An Act Creating a Patent Office Prescribing Its Powers and Duties, Regulating the Issuance of Patents, and Appropriating Funds Therefor), which provides for the compulsory licensing of a particular patent after the expiration of two years from the grant of the latter if the patented invention relates to, *inter alia*, medicine or that which is necessary for public health or public safety. Private respondent alleged that the grant of Philippine Letters Patent No. 12207 was issued on 29 November 1978; that the petition was filed beyond the two-year protective period provided in Section 34 of R.A. No. 165; and that it had the capability to work the patented product or make use of it in its manufacture of medicine.

Petitioner opposed, arguing that private respondent had no cause of action and lacked the capability to work the patented product; the petition failed to specifically divulge how private respondent would use or improve the patented product; and that private respondent was motivated by the pecuniary gain attendant to the grant of a compulsory license. Petitioner also maintained that it was capable of satisfying the demand of the local market in the manufacture and marketing of the medicines covered by the patented product. Finally, petitioner challenged the constitutionality of Sections 34 and 35 of R.A. No. 165 for violating the due process and equal protection clauses of the Constitution.

After appropriate proceedings, the BPTTT handed down its decision on 14 February 1994, with the dispositive portion thereof providing:

> NOW, THEREFORE, by virtue of the powers vested in this Office by Republic Act No. 165, as amended by Presidential Decree No. 1263, there is hereby issued a license in favor of the herein [private respondent], United Laboratories, Inc., *[sic]* under Letters

Patent No. 12207 issued on November 29, 1978, subject to the following terms and conditions:

1. That [private respondent] be hereby granted a non-exclusive and non-transferable license to manufacture, use and sell in the Philippines its own brands of pharmaceutical products containing [petitioner's] patented invention which is disclosed and claimed in Letters Patent No. 12207;

2. That the license granted herein shall be for the remaining life of said Letters Patent No. 12207 unless this license is terminated in the manner hereinafter provided and that no right or license is hereby granted to [private respondent] under any patent to [petitioner] or *[sic]* other than recited herein;

3. By virtue of this license, [private respondent] shall pay [petitioner] a royalty on all license products containing the patented substance made and sold by [private respondent] in the amount equivalent to TWO AND ONE HALF PERCENT (2.5%) of the net sales in Philippine currency. The term "net scale" *[sic]* means the gross amount billed for the product pertaining to Letters Patent No. 12207, less --

(a) Transportation charges or allowances, if any, included in such amount;

(b) Trade, quantity or cash discounts and broker's or agent's or distributor's commissions, if any, allowed or paid;

(c) Credits or allowances, if any, given or made on account of rejection or return of the patented product previously delivered; and

(d) Any tax, excise or government charge included in such amount, or measured by the production sale, transportation, use of delivery of the products.

In case [private respondent's] product containing the patented substance shall contain one or more active ingredients admixed therewith, said product hereinafter identified as admixed product, the royalty to be paid shall be determined in accordance with the following formula:

$$\text{Net Sales on Value of Patented ROYALTY} = \frac{\text{Admixed Product}}{\text{Value of Patented Substance}} \times 0.025 \times \frac{\text{Substance}}{\text{Value of Other Active Ingredients}}$$

4. The royalties shall be computed after the end of each calendar quarter to all goods containing the patented substance herein involved, made and sold during the precedent quarter and to be paid by [private respondent] at its place of business on or before the thirtieth day of the month following the end of each calendar quarter. Payments should be made to [petitioner's] authorized representative in the Philippines;

5. [Private respondent] shall keep records in sufficient detail to enable [petitioner] to determine the royalties payable and shall further permit its books and records to be examined from time to time at [private respondent's] premises during office hours, to the extent necessary to be made at the expense of [petitioner] by a certified public accountant appointed by [petitioner] and acceptable to [private respondent].

6. [Private respondent] shall adopt and use its own trademark or labels on all its products containing the patented substance herein involved;

7. [Private respondent] shall comply with the laws on drugs and medicine requiring previous clinical tests and approval of proper government authorities before selling to the public its own products manufactured under the license;

8. [Petitioner] shall have the right to terminate the license granted to [private respondent] by giving the latter thirty (30) days notice in writing to that effect, in the event that [private respondent] default*[sic]* in the payment of royalty provided herein or if [private respondent] shall default in the performance of other covenants or conditions of this agreement which are to be performed by [private respondent]:

(a) [Private respondent] shall have the right provided it is not in default to payment or royalties or other obligations under this agreement, to terminate the license granted to its,*[sic]* giving [petitioner] thirty (30) days-notice in writing to that effect;

(b) Any termination of this license as provided for above shall not in any way operate to deny [petitioner] its rights or remedies, either at laws *[sic]* or equity, or relieve [private respondent] of the payment of royalties or satisfaction of other obligations incurred prior to the effective date of such termination; and

(c) Notice of termination of this license shall be filed with the Bureau of Patents, Trademarks and Technology Transfer.

9. In case of dispute as to the enforcement of the provisions of this license, the matter shall be submitted for arbitration before the Director of Bureau of Patents, Trademarks and Technology Transfer or any ranking official of the Bureau of Patents, Trademarks and Technology Transfer duly delegated by him;

10. This License shall inure to the benefit of each of the parties herein, to the subsidiaries and assigns of [petitioner] and to the successors and assigns of [private respondent]; and

11. This license take *[sic]* effect immediately.[4]

Petitioner then appealed to the Court of Appeals by way of a petition for review, which was docketed as CA-G.R. SP No. 33520. Petitioner claimed that the appealed decision was erroneous because:

I

... [IT] VIOLATES INTERNATIONAL LAW AS EMBODIED IN THE PARIS CONVENTION FOR THE PROTECTION OF INDUSTRIAL PROPERTY AND MUST ACCORDINGLY BE SET ASIDE AND MODIFIED.

II

... [IT] IS AN INVALID EXERCISE OF POLICE POWER.

III

CONCEDING ARGUENDO THE QUESTIONED DECISION'S VALIDITY, THE BPTTT'S PRONOUNCEMENT FIXING THE ROYALTY AT 2.5% OF THE NET WHOLESALE PRICE IN PHILIPPINE CURRENCY WAS RENDERED WITHOUT ANY FACTUAL BASIS AND AMOUNTS TO EXPROPRIATION OF PRIVATE

PROPERTY WITHOUT JUST COMPENSATION WHICH IS VIOLATIVE OF THE CONSTITUTION.

IV

... [IT] SHOULD NOT HAVE PROCEEDED TO DECIDE THE CASE BELOW FOR FAILURE OF PRIVATE RESPONDENT TO AFFIRMATIVELY PROVE THE JURISDICTIONAL FACT OF PUBLICATION.[5]

In its decision of 4 November 1994,[6] the Court of Appeals affirmed *in toto* the challenged decision. We quote its findings and conclusion upon which the affirmance is anchored, *viz.*:

> An assiduous scrutiny of the impugned decision of the public respondent reveals that the same is supported by substantial evidence. It appears that at the time of the filing of the petition for compulsory license on March 24, 1987, the subject letters Patent No. 12207 issued on November 29, 1978 has been in effect for more than two (2) years. The patented invention relates to compound and compositions used in inhibiting certain actions of the histamine, hence, it relates to medicine. Moreover, after hearing and careful consideration of the evidence presented, the Director of Patents ruled that - "there is ample evidence to show that [private respondent] possesses such capability, having competent personnel, machines and equipment as well as permit to manufacture different drugs containing patented active ingredients such as ethambutol of American Cyanamid and Ampicillin and Amoxicillin of Beecham Groups, Ltd."
>
> As to the claim by the petitioner that it has the capacity to work the patented product although it was not shown that any pretended abuse has been committed, thus the reason for granting compulsory license "is intended not only to give a chance to others to supply the public with the quantity of the patented article but especially to prevent the building up of patent monopolities *[sic]*." [Parke Davis. Doctors Pharmaceuticals, Inc., 14 SCRA 1053].
>
> We find that the granting of compulsory license is not simply because Sec. 34 (1) e, RA 165 allows it in cases where the invention relates to food and medicine. The Director of Patents also considered in determining that the applicant has the capability to work or make use of the patented product in the manufacture of a useful product. In this case, the applicant was able to show that Cimetidine, (subject matter of latters Patent No. 12207) is necessary for the manufacture of an anti-ulcer drug/medicine, which is necessary for the promotion of public health. Hence, the award of compulsory license is a valid exercise of police power.
>
> We do not agree to *[sic]* petitioner's contention that the fixing of the royalty at 2.5% of the net wholesale price amounted to expropriation of private property without just compensation.
>
> Paragraph 3, Section 35-B, R.A. No. 165, as amended by P.D. No. 1267, states:
>
> "SEC. 35-B. *Terms and Conditions of Compulsory License*.
>
> (1). x x x
>
> (2). x x x
>
> (3). A compulsory license shall only be granted subject to the payment of adequate royalties commensurate with the extent to which the invention is worked. However, royalty payments shall not exceed five percent (5%) of the net wholesale price (as defined in Section 33-A) of the products manufactured under the license.

> If the product, substance, or process subject of the compulsory license is involved in an industrial project approved by the Board of Investments, the royalty payable to the patentee or patentees shall not exceed three percent (3%) of the net wholesale price (as defined in Section 34-A) of the patented commodity and/or commodity manufactured under the patented process, the same rate of royalty shall be paid whenever two or more patents are involved, which royalty shall be distributed to the patentees in rates proportional to the extent of commercial use by the licensee giving preferential values to the holder of the oldest subsisting product patent."

The foregoing provision grants the Director of Patents the use of his sound discretion in fixing the percentage for the royalty rate. In the instant case, the Director of Patents exercised his discretion and ruled that a rate of 2.5% of the net wholesale price is fair enough for the parties. In Parke Davis & Co. *vs*. DPI and Tiburcio, [L-27004, August 6, 1983, 124 SCRA 115] it was held that - "liberal treatment in trade relations should be afforded to local industry for as reasoned out by respondent company, it is so difficult to compete with the industrial grants *[sic]* of the drug industry, among them being the petitioner herein, that it always is necessary that the local drug companies should sell at much lower (than) the prices of said foreign drug entities." Besides, foreign produce licensor can later on ask for an increase in percentage rate of royalty fixed by the Director of Patents if local sales of license should increase. Further, in Price *vs*. UNILAB, the award of royalty rate of 2.5% was deemed to be just and reasonable, to wit [166 SCRA 133]:

> "Moreover, what UNILAB has with the compulsory license is the bare right to use the patented chemical compound in the manufacture of a special product, without any technical assistance from herein respondent-appellant. Besides, the special product to be manufactured by UNILAB will only be used, distributed, and disposed locally. Therefore, the royalty rate of 2.5% is just and reasonable."

It appearing that herein petitioner will be paid royalties on the sales of any products *[sic]* the licensee may manufacture using any or all of the patented compounds, the petitioner cannot complain of a deprivation of property rights without just compensation [Price *v*. UNILAB, L-82542, September 19, 1988].

We take note of the well-crafted petition submitted by petitioner albeit the legal milieu and a good number of decided cases militate against the grounds posited by petitioner. In sum, considering the well-entrenched jurisprudence sustaining the position of respondents, We reiterate the rule in Basay Mining Corporation *vs*. SEC, to the effect that -

> "The legal presumption is that official duty has been performed. And it is particularly strong as regards administrative agencies vested with powers said to be quasi-judicial in nature, in connection with the enforcement of laws affecting particular fields of activity, the proper regulation and/or promotion of which requires a technical or special training, aside from a good knowledge and grasp of the overall conditions, relevant to said field, obtaining in the nations. The policy and practice underlying our Administrative Law is that courts of justice should respect the findings of fact of said administrative agencies, unless there is absolutely no evidence in support thereof or such evidence is clearly, manifestly and patently insubstantial. [G.R. No. 76695, October 3, 1988, Minute Resolution; Beautifont, Inc., *et al*. *v.* Court of Appeals, *et al*., G.R. No. 50141, January 29, 1988]

Its motion for reconsideration having been denied in the resolution [7] of 31 August 1995, petitioner filed the instant petition for review on *certiorari* with the following assignment of errors:

I

> THE HON. COURT OF APPEALS ERRED IN NOT HOLDING THAT THE BPTTT'S DECISION VIOLATES INTERNATIONAL LAW AS EMBODIED IN (A) THE PARIS CONVENTION FOR THE PROTECTION OF INDUSTRIAL PROPERTY AND (B) THE

GATT TREATY, URUGUAY ROUND, AND MUST ACCORDINGLY BE SET ASIDE AND MODIFIED.

II

THE HON. COURT OF APPEALS ERRED IN NOT HOLDING THAT THE BPTTT'S DECISION IS AN INVALID EXERCISE OF POLICE POWER, ABSENT ANY SHOWING BY EVIDENCE OF AN OVERWHELMING PUBLIC NEED FOR A COMPULSORY LICENSE OVER CIMETIDINE IN FAVOR OF PRIVATE RESPONDENT.

III

THE HON. COURT OF APPEALS ERRED IN NOT HOLDING THAT THE BPTTT'S PRONOUNCEMENT FIXING THE ROYALTY FOR AN INVOLUNTARY LICENSE AT 2.5% OF THE NET WHOLESALE PRICE IN PHILIPPINE CURRENCY WAS RENDERED WITHOUT ANY FACTUAL BASIS AND AMOUNTS TO EXPROPRIATION OF PRIVATE PROPERTY WITHOUT JUST COMPENSATION AND IS IN VIOLATION OF THE CONSTITUTIONAL RIGHT TO DUE PROCESS.

IV

THE HON. COURT OF APPEALS ERRED IN NOT HOLDING THE BPTTT'S ACTION WAS RENDERED NULL AND VOID FOR FAILURE OF PRIVATE RESPONDENT TO AFFIRMATIVELY PROVE THE JURISDICTIONAL FACT OF PUBLICATION AS REQUIRED BY LAW.

We resolved to give due course to the petition and required the parties to submit their respective memoranda, which they did, with that of public respondent filed only on 7 February 1997.

After a careful perusal of the pleadings and evaluation of the arguments adduced by the parties, we find this petition to be without merit.

In its first assigned error, petitioner invokes Article 5 of the Paris Convention for the Protection of Industrial Property,[8] or "Paris Convention," for short, of which the Philippines became a party thereto only in 1965.[9] Pertinent portions of said Article 5, Section A, provide:

A. x x x

(2) Each country of the union shall have the right to take legislative measures providing for the grant of compulsory licenses to prevent the abuses which might result from the exercise of the exclusive rights conferred by the patent, for example, failure to work.

x x x

(4) A compulsory license may not be applied for on the ground of failure to work or insufficient working before the expiration of a period of four years from the date of filing of the patent application or three years from the date of the grant of the patent, whichever period expires last; it shall be refused if the patentee justifies his inaction by legitimate reasons. Such a compulsory license shall be non-exclusive and shall not be transferable, even in the form of the grant of a sub-license, except with that part of the enterprise or goodwill which exploits such license.

It is thus clear that Section A(2) of Article 5 above unequivocally and explicitly respects the right of member countries to adopt legislative measures to provide for the grant of compulsory licenses to prevent abuses which might result from the exercise of the exclusive rights conferred by the patent. An example provided of possible abuses is "failure to work;" however, as such is merely supplied by way of an example, it is plain that the treaty does not preclude the inclusion of other forms or categories of abuses.

Section 34 of R.A. No. 165, even if the Act was enacted prior to the Philippines' adhesion to the Convention, fits well within the aforequoted provisions of Article 5 of the Paris Convention. In the explanatory note of Bill No. 1156 which eventually became R.A. No. 165, the legislative intent in the grant of a compulsory license was not only to afford others an opportunity to provide the public with the quantity of the patented product, but also to prevent the growth of monopolies.[10] Certainly, the growth of monopolies was among the abuses which Section A, Article 5 of the Convention foresaw, and which our Congress likewise wished to prevent in enacting R.A. No. 165.

R.A. No. 165, as amended by Presidential Decree No. 1263, promulgated on 14 December 1977, provides for a system of compulsory licensing under a particular patent. Sections 34 and 35, Article Two, of Chapter VIII read as follows:

> SEC. 34. *Grounds for Compulsory Licensing*. -- (1) Any person may apply to the Director for the grant of a license under a particular patent at any time after the expiration of two years from the date of the grant of the patent, under any of the following circumstances:
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> (a) If the patented invention is not being worked within the Philippines on a commercial scale, although capable of being so worked, without satisfactory reason;
>
> (b) If the demand for the patented article in the Philippines is not being met to an adequate extent and on reasonable terms;
>
> (c) If, by reason of refusal of the patentee to grant a license or licenses on reasonable terms, or by reason of the conditions attached by the patentee to licensee or to the purchase, lease or use of the patented article or working of the patented process or machine for production, the establishment of any new trade or industry in the Philippines is prevented, or the trade or industry therein is unduly restrained;
>
> (d) If the working of the invention within the country is being prevented or hindered by the importation of the patented article; or
>
> *(e) If the patented invention or article relates to food or medicine or manufactured products or substances which can be used as food or medicine, or is necessary for public health or public safety.*
>
> (2) In any of the above cases, a compulsory license shall be granted to the petitioner provided that he has proved his capability to work the patented product or to make use of the patented product in the manufacture of a useful product, or to employ the patented process.
>
> (3) The term "worked" or "working" as used in this section means the manufacture and sale of the patented article, of the patented machine, or the application of the patented process for production, in or by means of a definite and substantial establishment or organization in the Philippines and on a scale which is reasonable and adequate under the circumstances. Importation shall not constitute "working."

x x x

> SEC. 35. *Grant of License*. -- (1) If the Director finds that a case for the grant is a license under Section 34 hereof has been made out, he shall, within one hundred eighty days from the date the petition was filed, order the grant of an appropriate license. The order shall state the terms and conditions of the license which he himself must fix in default of an agreement on the matter manifested or submitted by the parties during the hearing.
>
> (2) A compulsory license sought under Section 34-B shall be issued within one hundred twenty days from the filing of the proponent's application or receipt of the Board of Investment's endorsement.

The case at bar refers more particularly to subparagraph (e) of paragraph 1 of Section 34 -- the patented invention or article relates to food or medicine or manufactured products or substances which can be used as food or medicine, or is necessary for public health or public safety. And it may not be doubted that the aforequoted provisions of R.A. No. 165, as amended, are not in derogation of, but are consistent with, the recognized right of treaty signatories under Article 5, Section A(2) of the Paris Convention.

Parenthetically, it must be noted that paragraph (4) of Section A, Article 5 of the Paris Convention setting time limitations in the application for a compulsory license refers only to an instance where the ground therefor is "failure to work or insufficient working," and not to any ground or circumstance as the treaty signatories may reasonably determine.

Neither may petitioner validly invoke what it designates as the GATT Treaty, Uruguay Round. This act is better known as the Uruguay Final Act signed for the Philippines on 15 April 1994 by Trade and Industry Secretary Rizalino Navarro.[11] Forming integral parts thereof are the Agreement Establishing the World Trade Organization, the Ministerial Declarations and Decisions, and the Understanding on Commitments in Financial Services.[12] The Agreement establishing the World Trade Organization includes various agreements and associated legal instruments. It was only on 14 December 1994 that the Philippine Senate, in the exercise of its power under Section 21 of Article VII of the Constitution, adopted Senate Resolution No. 97 concurring in the ratification by the President of the Agreement. The President signed the instrument of ratification on 16 December 1994.[13] But plainly, this treaty has no retroactive effect. Accordingly, since the challenged BPTTT decision was rendered on 14 February 1994, petitioner cannot avail of the provisions of the GATT treaty.

The second and third assigned errors relate more to the factual findings of the Court of Appeals. Well-established is the principle that the findings of facts of the latter are conclusive, unless: (1) the conclusion is a finding grounded entirely on speculation or conjecture; (2) the inference made is manifestly absurd; (3) there is grave abuse of discretion in the appreciation of facts; (4) the judgment is premised on a misapprehension of facts; (5) the findings of fact are conflicting; and (6) the Court of Appeals, in making its findings, went beyond the issues of the case and the same is contrary to the admissions of both the appellant and appellee.[14] Petitioner has not convinced us that the instant case falls under any of the exceptions. On the contrary, we find the findings of fact and conclusions of respondent Court of Appeals and that of the BPTTT to be fully supported by the evidence and the applicable law and jurisprudence on the matter.

Petitioner’s claim of violations of the due process and eminent domain clauses of the Bill of Rights are mere conclusions which it failed to convincingly support. As to due the process argument, suffice it to say that full-blown adversarial proceedings were conducted before the BPTTT pursuant to the Patent Law. We agree with the Court of Appeals that the BPTTT exhaustively studied the facts and its findings were fully supported by substantial evidence.

It cannot likewise be claimed that petitioner was unduly deprived of its property rights, as R.A. No. 165 not only grants the patent holder a protective period of two years to enjoy his exclusive rights thereto; but subsequently, the law recognizes just compensation in the form of royalties.[15]

In *Parke, Davies & Co. v. Doctors' Pharmaceuticals, Inc.*,[16] we held:

> "The right to exclude others from the manufacturing, using, or vending an invention relating to, food or medicine should be conditioned to allowing any person to manufacture, use, or vend the same after a period of three [now two] years from the date of the grant of the letters patent. After all, the patentee is not entirely deprived of any proprietary right. In fact, he has been given the period of three years [now two years] of complete monopoly over the patent. Compulsory licensing of a patent on food or medicine without regard to the other conditions imposed in Section 34 [now Section 35] is not an undue deprivation of proprietary interests over a patent right because the law sees to it that even after three years of complete monopoly something is awarded to the inventor in the form of bilateral and workable licensing agreement and a reasonable royalty to be agreed upon by the parties and in default of such an agreement, the Director of Patents may fix the terms and conditions of the license."

As to the fourth assigned error, we hold that petitioner can no longer assail the jurisdiction of the BPTTT, raising this issue only for the first time on appeal. In *Pantranco North Express, Inc. v. Court of Appeals*,[17] we ruled that where the issue of jurisdiction is raised for the first time on appeal, the party invoking it is so barred on the ground of laches or estoppel under the circumstances therein stated. It is now settled that this rule applies with equal force to quasi-judicial bodies[18] such as the BPTTT. Here, petitioner have not furnished any cogent reason to depart from this rule.

WHEREFORE, the petition is hereby DENIED and the challenged decision of the Court of Appeals in CA-G.R. SP No. 33520 is AFFIRMED *in toto*.

Costs against petitioner.

SO ORDERED.

Narvasa, C.J., (Chairman), Melo, Francisco, and *Panganiban, JJ.,* concur.

FOOTNOTES:

[1] *Rollo*, 42-54. Per Justice Justo P. Torres, Jr., now an Associate Justice of the Supreme Court, with the concurrence of Justices Bernardo P. Pardo and Conchita Carpio Morales.
[2] Original Record (OR), 29-43. Per Director Ignacio S. Sapalo.
[3] Original Record (OR), 23-24.
[4] *Rollo*, 38-40.
[5] *Rollo*, 48-49; OR, 11.
[6] *Supra* note 1.
[7] Annex "C" of Petition, *Rollo*, 56.
[8] Of 20 March 1883, as subsequently revised. *See* World Intellectual Property Organization, vol. 1 [1995], 3 *et seq.*
[9] This was concurred in by the Philippine Senate through S.R. No. 69, 10 May 1965, while the Instrument of Ratification was signed by the President on 11 October 1965. *See* List of Treaties and Other International Agreements of the Republic of the Philippines, University of the Philippines Law Center [1966].
[10] Congressional Record, House of Representatives, 12 May 1957, 998.
[11] Tañada *v*. Angara, G.R. No. 118295, 2 May 1997.
[12] *Id.*
[13] *Id.*
[14] Remalante *v*. Tibe, 158 SCRA 138, 144-145 [1988]; Medina *v*. Asistio, Jr., 191 SCRA 218, 223-224 [1990]; Vda. de Alcantara *v*. Court of Appeals, 252 SCRA 457, 468 [1996].
[15] Price *v*. United Laboratories, 166 SCRA 133, 139 [1988].
[16] 14 SCRA 1053 [1965].
[17] 224 SCRA 477, 491 [1993]. *See* also Gulang *v*. Nadayag, 214 SCRA 355 [1992] and cases cited therein in footnotes 9 and 10.

[18] *See* Marquez *v*. Secretary of Labor, 171 SCRA 337, 346 [1989]; Bañaga v. Commission on the Settlement of Land Problems, 181 SCRA 599, 608-609 [1990].