

**BASIC : LETTER DATED MARCH 16, 2009, FROM SB MEMBER MARIANO
C. CATAM-ISAN OF TABOGON**

2nd Indorsement
May 14, 2009

Respectfully returned to Mr. Edmundo J. Jamisola, Provincial Director, DILG Cebu Provincial Office, the herein basic communication from SB Member Mariano C. Catam-isan of Tabogon requesting legal opinion on whether the Mayor or the sangguniang bayan can unilaterally nullify a deed of donation and a memorandum of agreement entered into by previous administration.

The contract and the deed of donation subject of the query were duly authorized by the past sanggunian of the Municipality of Tabogon through a resolution. While a sanggunian can always recall any resolution it earlier passed, it cannot, however, properly recall a resolution where vested rights have already attached to a third person by reason thereof. In one case, the Supreme Court held that a contract validly entered into by a municipality is protected by the Constitution and cannot, therefore, be impaired by a subsequent resolution which sets it aside (*Manantan vs. Municipality of Luna*, 82 Phil 844). The course of action the present municipal administration to take is to **seek the aid of the court** and not by the unilateral act of the sanggunian in recalling the resolution authorizing the previous administration to enter the subject contract as vested rights of third persons may be impaired thereby.

PEDRO A. NOVAL, JR.
Regional Director

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