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**SUPREME COURT
SECOND DIVISION**

**MOISES BENTULAN, REPRESENTED
BY HIS HEIRS, NAMELY, HIS WIDOW
LETICIA BULAN-BENTULAN AND
CHILDREN MARIA LUISA BENTULAN
AND MARIANNE BENTULAN,
*Petitioners,***

-versus-

**G. R. No. 138906
December 13, 2004**

**AURELIA BENTULAN-MERCADO AND
THE HEIRS OF CONCHITA
BENTULAN-SALINAS, NAMELY,
LUISA^[*] SALINAS-FERNANDEZ,
MARILYN, JAIME, MANOLITO, ALL
SURNAMED SALINAS, AND THE
COURT OF APPEALS,^[**]**

Respondents.

X-----X

DECISION

CHICO-NAZARIO, J.:

This is a Petition for Review on certiorari of the Court of Appeals' Decision^[1] dated 30 March 1999 and its Resolution dated 31 May 1999, affirming the Decision dated 02 October 1995 of the Regional Trial Court (RTC) at Pasay City, Branch 112, in Civil Case No. 9441-P entitled, "Aurelia B. Mercado, et al. vs. Moises Bentulan."

The facts, as established by the Court of Appeals, are as follows:

The spouses Florentino Bentulan and Librada Salinas were the owners of a parcel of land measuring 198.4 square meters with a 2-storey house erected thereon, situated at No. 186 Primero de Mayo Street, Pasay City and formerly covered by Transfer Certificate of Title (TCT) No. 3687 of the Registry of Deeds of Pasay City. The spouses Bentulan had three offsprings, namely, Aurelia Mercado, Moises Bentulan and Conchita Salinas.

On 17 June 1957, Florentino Bentulan died. Consequent thereto, and by operation of law, the one-half (1/2) portion of the above-mentioned property which belonged to him passed on to his heirs, namely, his widow Librada and his three aforementioned children by the latter.

On 01 March 1963, TCT No. 3687 was cancelled, and, in lieu thereof, TCT No. 9019 was issued, whereunder the new proportionate sharing of Florentino's heirs over the entirety of the same parcel of land was specifically indicated, to wit: the widow Librada Salinas, 5/8; Aurelia Mercado, 1/8; Moises Bentulan, 1/8; and Conchita Salinas, 1/8.

The instant controversy revolves on the 5/8 share of Librada Salinas over the same property.

As it appears, near the end of the 1960's, Librada Salinas became afflicted with diabetes mellitus. For this reason, she was confined at the Philippine General Hospital from November 1968 until late December 1968.

On 31 December 1968, Librada was transferred to the University of the East – Ramon Magsaysay Medical Center (UERM), where, eleven days later, or on 11 January 1969, she died.

In 1976, Conchita Salinas also passed away,^[2] thereby leaving the brother and sister Moises and Aurelia as the only surviving offsprings of the deceased spouses Florentino Bentulan and Librada Salinas.

Sometime in May 1980, Aurelia Mercado was informed by one Atty. Duque that a new title over the subject property had already been issued by the Register of Deeds of Pasay City, and that, by virtue of said title, her brother Moises Bentulan had become the majority co-owner of the same property, having acquired, aside from his own 1/8 share thereon, the 5/8 share pertaining to their mother, Librada Salinas.

True enough, upon verification with the Office of the Registry of Deeds of Pasay City, Aurelia discovered that a new title – TCT No. 24878 – covering the subject property, had in fact been issued on 21 May 1979, whereunder her brother Moises was made to appear as the pro-indiviso co-owner of 6/8 of the said property. On her request, Aurelia was furnished by the said office with a copy of the document leading to the issuance of TCT No. 24878, which is a private deed of sale bearing date 28 December 1968 and purportedly executed by their mother Librada Salinas in favor of her brother Moises Bentulan.^[3] Under the same document, Librada Salinas was made to appear as having sold to Moises her 5/8 share in the subject property for a consideration of Three Thousand Pesos (P3,000). Aurelia likewise got hold of a notarized deed of sale dated 03 January 1969,^[4] with essentially the same contents as Exhibit “C.” Adding bewilderment to Aurelia was the fact that both documents^[5] bear what seems to be her authentic signature as a witness to the sale transaction therein embodied.

In order to preserve and protect their right over the subject property, Aurelia and the children of her deceased sister Conchita Salinas, filed on 22 February 1981 in the then Court of First Instance of Rizal, Pasay City the instant petition for quieting of title to real property. In the petition, docketed as Civil Case No. 9441-P and raffled to Branch 112 of the court, Aurelia and her co-petitioners alleged that the assailed documents, namely, the private deed of sale dated 28 December 1968 captioned as “Sa Kaalaman ng Sinumang Kinauukulan,”^[6] and the notarized deed of sale dated 03 January 1969,^[7] are fictitious and the signatures of Librada and Conchita

Salinas appearing thereon were forged. In the same petition, however, Aurelia admits the authenticity of her signature on both documents as a witness to their execution but explains that she affixed her signatures thereon only because of the fraudulent inducement of her brother Moises Bentulan. Elaborating, Aurelia averred that she was compelled to sign the private deed of sale – Exhibit “C” – in December of 1978 only upon the misrepresentation of Moises that the respective signatures thereon of her mother Librada and sister Conchita Salinas were genuine and true. As regards the notarized deed of sale – Exhibit “D” – Aurelia averred that she was not able to see or read the contents of said document because at the time she affixed her signature on the spaces indicated by her brother Moises on the two sheets of paper now embodying the terms of the purported sale, the sheets were still in blank. The petition further alleged that Aurelia signed the two blank sheets of paper on Moises’s representation that the same were to be used in an ejectment suit to be filed by them against a lessee of the subject property. As it turned out, however, the two blank sheets of paper eventually became what is now known as the “Deed of Sale,” marked in evidence as Exhibit “D.”

On the premise that the existence of the said documents (Exhs. “C” and “D”), “is prejudicial to the rights and interest of the lawful heirs of the deceased Librada Salinas as it tends to deprive them of their inheritance and/or legal share”^[8] on the property in question, the petition thus prayed the trial court for the grant of the following reliefs:

- 1) The cancellation of the fictitious Deeds of Sale as they serve as clouds on the title of the petitioners over the lot referred to in paragraph 5;
- 2) The cancellation of Transfer Certificate of Title No. 24878 issued in the name of herein respondent Moises Bentulan as a consequence of the fictitious Deed of Sale;
- 3) The revival of Transfer Certificate of Title No. 9019 which was cancelled as a result of the registration of the forged Deed of Sale;

- 4) Respondent Moises Bentulan to pay the petitioners the amount of P20,000.00 for and by way of exemplary damages;
- 5) Respondent Moises Bentulan to pay petitioners the amount of P5,000.00 for and by way of litigation expenses; and
- 6) Respondent Moises to pay the cost of the suit.^[9]

In his Answer, Moises denied the material allegations of the petition and alleged that Exhibit "C" was validly executed in the presence of all the signatories thereto, while the Deed of Sale (Exh. "D") was notarized by no less than Pelagio Mercado, husband of Aurelia, who even asked P50.00 from him after notarizing the document. In the same Answer, Moises likewise made mention of a duly notarized acknowledgement executed by Aurelia and her husband Pelagio Mercado on 01 May 1979 (Exh. "I"), evidencing their consent to and knowledge of the sale transactions in question.

In a supplemental complaint dated 27 March 1984, Aurelia and her co-petitioners sought immediate provisional relief from the trial court, claiming that on 21 March 1984, Moises suddenly nailed and locked the door of the toilet of the co-owned house, thereby depriving Aurelia, who was also staying in the same house, of the use of the common toilet, all to her great physical discomfort, mental anguish, inconvenience and embarrassment, and that despite repeated demands to remove the nails and keep the toilet open, Moises refused. Petitioners thus asked the court to issue a writ of preliminary mandatory injunction against Moises, commanding the latter to unlock the toilet.

On 04 April 1984, the lower court, then presided by Judge Nicanor Silvano, granted the petitioners' prayer for the provisional relief sought and accordingly directed Moises to remove the nails he put on the doors of the toilet and to restore to Aurelia the free and unhampered use and enjoyment thereof.

The trial proper commenced on 04 October 1984.

Towards the latter part of 1986, Judge Sergio Amonoy took over the case, replacing Judge Nicanor Silvano.

Eventually, on 19 July 1989 and 21 August 1989, petitioners and respondents respectively filed their supplemental memoranda. In the meantime, it appears that the task of rendering the decision in the case landed on the laps of Judge Manuel Dumatol who took over the case from Judge Amonoy. “On account of Judge Dumatol’s alleged delay in resolving the case, an administrative complaint was filed against him by the herein appellants. Going by the Appellant’s Brief, it would appear that on 15 June 1994, the Court came out with its decision in the same administrative case, adjudging Judge Dumatol liable for inefficiency and incompetence for failure to resolve this case within a reasonable period of time and accordingly imposing upon him a fine of P5,000.”^[10]

Over a year later, or more precisely on 02 October 1995, Judge Dumatol came out with the herein appealed decision, the decretal portion of which reads:

WHEREFORE, in view of all the foregoing premises, judgment is hereby rendered:

1. Declaring as NULL and VOID the document entitled “SA KAALAMAN NG SINO MANG KINAUUKULAN” dated December 28, 1968 and the Deed of Sale dated January 3, 1969, for being fictitious, forged and falsified;
2. Declaring as NULL and VOID Transfer Certificate of Title No. 24878 dated May 21, 1979, issued by the Register of Deeds of Pasay City;
3. Ordering the revival of the co-ownership of the property formerly covered by Transfer Certificate of Title No. 9019 of the Register of Deeds of Pasay City dated March 1, 1963, to wit: LIBRADA SALINAS, widow, 5/8; AURELIA BENTULAN, married to Pelagio Mercado, 1/8; CONCHITA BENTULAN, married to

Crestito Salinas, 1/8; and MOISES BENTULAN, single, 1/8;

4. Ordering the Register of Deeds of Pasay City to cancel Transfer Certificate of Title No. 24878, and to revive Transfer Certificate of Title No. 9019 as above provided;
5. Ordering respondent to pay petitioners moral and exemplary damages in the amount of P50,000.00;
6. Ordering respondent to pay attorney's fees and litigation expenses in the sum of P5,000.00; and
7. Ordering the respondent to pay costs of suit.^[11]

Undeterred by the initial set-back, Moises Bentulan, and represented by his heirs (petitioners herein),^[12] filed an appeal before the Court of Appeals which, however, affirmed in toto the decision of the trial court. The dispositive portion of the decision, now the subject of this petition, states:

WHEREFORE, finding no reversible error in the decision appealed from, We hereby AFFIRM the same and DISMISS the instant appeal.^[13]

The Motion for Reconsideration filed by the petitioners was likewise denied, hence, the present recourse where the petitioners maintain that the Court of Appeals erred - (1) in sustaining the factual findings of the trial court that the signatures of Librada Salinas appearing on both the private and notarized deeds of sale were forged on the ground of fraud; (2) in affirming the judgment of the court a quo which resulted in the cancellation of TCT No. 24878; and (3) in ruling that the action to quiet title to the subject property was not barred by prescription.

The petition is bereft of merit and we resolve to dismiss the same.

The first and second issues raised by the petitioners, dealing as they do with conclusions that the signatures of the late Librada Salinas

were forged and that the late Moises Bentulan fraudulently induced private respondent Aurelia Mercado into signing the private deed of sale and two blank sheets of paper which eventually turned out to be the notarized deed of sale, involve questions of facts which are not proper subjects of a petition for review on certiorari. As this Court had explained in the seminal case of Ramos, et al. vs. Pepsi-Cola Bottling Co. of the P.I., et al.,^[14] “there is a question of law in a given case when the doubt or difference arises as to what the law is on a certain state of facts; there is a question of fact when the doubt or difference arises as to the truth or the falsehood of alleged facts.”^[15] A question of fact “necessarily invites calibration of the whole evidence considering mainly the credibility of witnesses, existence and relevancy of specific surrounding circumstances, their relation to each other and to the whole and the probabilities of the situation.”^[16]

Likewise, it is now well-settled that findings of facts of the appellate court sustaining those of the trial court are binding upon this Court.^[17] Although this rule accepts of certain exceptions,^[18] the petitioners have failed to convince us that the case at bar falls within any of them. We, therefore, see no reason to depart from the findings of the trial court that, indeed, the signatures of Librada Salinas on the questioned documents are forged and that private respondent Aurelia Mercado erroneously relied on the misrepresentations of her late brother, Moises Bentulan, when she signed the same.

The petitioners make capital of the fact that the dates of execution of Librada Salinas’s specimen signatures and those of the contested documents in this case were “too far remote from each other.”^[19] Thus, the petitioners claim that “[t]he accuracy of the trial (court’s) conclusion on the existence of forgery was set at naught inasmuch as the standard specimen signatures submitted and used as basis of comparison were unreliable.”^[20] In this regard, the petitioners depend on the report submitted before the trial court by Estelita Azores, the National Bureau of Investigation (NBI) handwriting expert, who examined the specimen signatures of Librada Salinas. The pertinent portion of said report provides:

FINDINGS:

No definite opinion can be rendered on the matter for lack of sufficient/appropriate standards submitted to serve as basis for scientific analysis with the questioner.^[21]

Such reliance is misplaced. As the Court of Appeals correctly held, it was only proper for the trial court “to make its own independent assessment and determination of the authenticity of the signatures on the documents in question.”^[22] This is precisely in keeping with the holding of this Court that when what is involved is the authenticity of handwriting, a court is bound to make its own independent assessment of the evidence submitted before it.^[23] In the case of *Jimenez vs. Commission on Ecumenical Mission and Relations of the United Presbyterian Church in the USA*,^[24] we had the opportunity to explain the rule relative to the materiality of testimonies of handwriting experts, to wit –

Handwriting experts are usually helpful in the examination of forged documents because of the technical procedure involved in analyzing them. But resort to these experts is not mandatory or indispensable to the examination or the comparison of handwriting. A finding of forgery does not depend entirely on the testimonies of handwriting experts, because the judge must conduct an independent examination of the questioned signature in order to arrive at a reasonable conclusion as to its authenticity. In an earlier case, this Court explained as follows:

A finding of forgery does not depend entirely on the testimony of handwriting experts. Although such testimony may be useful, the judge still exercises independent judgment on the issue of authenticity of the signatures under scrutiny. The judge cannot rely on the mere testimony of the handwriting expert. In the case of *Gamido vs. Court of Appeals* (citing the case of *Alcon vs. Intermediate Appellate Court*, 162 SCRA 833), the Court held that the authenticity of signatures -

“is not a highly technical issue in the same sense that questions concerning, e.g., quantum physics or

topology or molecular biology, would constitute matters of a highly technical nature. The opinion of a handwriting expert on the genuineness (sic) of a questioned signature is certainly much less compelling upon a judge than an opinion rendered by a specialist on a highly technical issue.”

A judge must therefore conduct an independent examination of the signature itself in order to arrive at a reasonable conclusion as to its authenticity.^[25]

The petitioners also emphasize the fact that the judge who rendered the decision was not the same one who presided over the trial of the case thereby implying that the former’s findings could have been erroneous and influenced by prejudice.^[26] This contention, however, runs counter to the prevailing principle that the judge who did not conduct the hearing of a case can still validly render a decision thereon using the transcribed stenographic notes taken during the trial as his guidepost. Admittedly, “the trial judge who conducted the hearing would be in a better position to ascertain the truth or falsity of the testimonies of the witnesses.”^[27] Nevertheless, the same should not, in any way, diminish the validity of the decision rendered by the judge who took over a case at the latter stage for his “assessment of the credibility of a testimony is not to be anchored solely on how the witness conducted himself on the witness stand. Aside from the danger of being misled by appearances inherent in such a case, a judge is supposed to render a decision on the basis of the evidence before him, i.e., records and all.”^[28]

In connection with the above, the petitioners now impute bad faith on Judge Dumatol suggesting that the adverse decision rendered against them was a result of the administrative case they had filed against him.^[29] We have, however, examined the assailed decision and the records of this case and are convinced that Judge Dumatol’s conclusion is fully supported by the evidence. In this regard, we find untenable the petitioners’ bare allegation that Judge Dumatol was swayed by ill motive when he chose to uphold the contentions of herein respondents (petitioners below). Indeed, it is axiomatic that “mere suspicion that the judge is partial to a party is not enough; there should be adequate evidence to prove the charge.”^[30] In order to

be held liable for knowingly rendering an unjust judgment, it must be proven beyond reasonable doubt that the judgment in question was rendered with a conscious and deliberate intent to perpetrate injustice.^[31] If anything, the decision of the court a quo should be commended for its clarity of discussion and reasoning. The fact that herein petitioners disagree with the trial court's ruling is insufficient to overthrow Judge Dumatol's conclusion and subject the same to uncalled for insinuations.

Anent the petitioners' contention that the notarized deed of sale enjoys the presumption of validity, suffice it to state here that this principle is not absolute. This Court has previously declared that the presumption of validity as to authenticity and due execution of public documents may be overcome by clear and convincing evidence to the contrary.^[32] In order to defeat the presumption, it is incumbent upon herein respondents to prove "with clear, convincing, strong and irrefutable proof"^[33] that the notarized deed of sale is, in fact, invalid.

In the case at bar, we hold that the respondents were able to discharge this burden. As established by the records of this case, the truth of the contents of the notarized deed of sale had been overthrown by the common findings of the trial court and of the appellate court that Aurelia Mercado and Pelagio Mercado only affixed their signatures on what were previously blank pieces of bond papers upon the belief, and Moises Bentulan's misrepresentation that these were required in an ejectment case which was to be filed against a certain Rosita Clemente, one of the tenants at the property subject of this dispute. As if to ensure that Aurelia and Pelagio Mercado would sign the blank pieces of paper, Moises Bentulan even attached the copy of the complaint against Clemente.^[34] The blank pieces of paper, much to the surprise and dismay of Aurelia and Pelagio, later turned out to be the notarized deed of sale which constituted the very basis for the issuance of TCT No. 24878 by the Register of Deeds of Pasay City wherein the share belonging to Librada Salinas was transferred to Moises Bentulan.

Finally, on the matter of prescription, the petitioners argue that on the basis of the Acknowledgment^[35] executed by Aurelia Mercado and Pelagio Mercado dated 01 May 1979, it may be said that they were both aware of the sale on 03 January 1969 of Librada Salinas's

portion of the property to Moises Bentulan.^[36] Thus, according to them, this action is barred by prescription pursuant to that portion of the Court of Appeals' decision stating that –

In cases of fraud involving title to real property, We believe that the prescriptive period should commence to run only from the time the perpetrator of the fraud was able to register his title over the contested property, for only at that time may the other party be considered as having “constructive notice”^[37] of the fraud, unless of course, the other party was already aware of the fraud even prior to the registration.^[38]

The argument does not hold water. The records reveal that said Acknowledgment was signed by Aurelia and Pelagio Mercado not for the purpose of recognizing the purported sale made by Librada Salinas to Moises Bentulan but on the pretext that Moises Bentulan needed the same to secure a loan.^[39] Moises Bentulan was not able to proffer an effective rebuttal to this contention. What further casts suspicion on the veracity of the contents of the Acknowledgment was the fact that it was prepared by one Atty. Policarpio Almeda at the behest of Moises Bentulan several days prior to the issuance of TCT No. 24878. Indeed, the timeline from the period when the blank pieces of paper were signed by Aurelia and Pelagio Mercado, supposedly in the early part of 1979,^[40] up to the execution of the Acknowledgment on 01 May 1979, and subsequently, the issuance of TCT No. 24878 indubitably establishes the scheme hatched by Moises Bentulan to guarantee for himself a bigger portion of the property subject of this dispute.

More importantly, as testified to by Moises Bentulan himself, he presented the notarized deed of sale before the Register of Deeds of Pasay City only in 1979^[41] and in fact, TCT No. 24878 bears date 21 May 1979 as the date of its entry in the records of said office. Given this, it may readily be concluded that the reckoning date for the prescription of this action should be 21 May 1979 and not 03 January 1969 pursuant to our holding in *Armentia vs. Patriarca*,^[42] where we declared that:

An action to annul a contract based on fraud must be filed within four (4) years from discovery thereof. In legal

contemplation, discovery must be reckoned to have taken place from the time the document was registered in the office of the register of deeds for, the familiar rule is that registration is notice to the whole world, including the plaintiff.

As this case was instituted before the trial court on 22 February 1981, its filing falls well-within the period allowed by law.

WHEREFORE, premises considered, the petition is **DISMISSED**, and the Court of Appeals' Decision dated 30 March 1999 and Resolution dated 31 May 1999, are hereby **AFFIRMED**. With costs.

SO ORDERED.

Puno, J., (Chairman), Austria-Martinez, Callejo, Sr., and Tinga, JJ., concur.

* Named as Louisa Elisa in the petition for quieting of title filed before the then Court of First Instance of Rizal, Branch 112, Pasay City.

** The names of Conchita Salinas's two other children – Mona Liza and Crestito, both surnamed Salinas, were inexplicably omitted from the caption of the petition for review filed by the petitioners.

[1] Penned by Associate Justice Cancio C. Garcia (now a member of this Court) with Associate Justices Conrado M. Vasquez, Jr. and Teodoro P. Regino, concurring.

[2] Conchita Salinas was survived by her children namely, Luisa Salinas-Fernandez, Marilyn, Jaime, Manolito, Mona Liza, and Crestito, all surnamed Salinas.

[3] Exh. "C" for respondents; Records, p. 170.

[4] Exh. "D" for respondents; Exh. "2" for petitioners; Records, pp. 171 and 208, respectively.

[5] Exhs. "C" and "D."

[6] Exh. "C."

[7] Exh. "D."

[8] Rollo, p. 8.

[9] Rollo, pp. 8-9.

[10] Appellant's Brief, p. 11; Rollo, pp. 134-135.

[11] Rollo, pp. 127-128.

[12] The records do not indicate the date of Moises Bentulan's death.

[13] Rollo, p. 147.

[14] G.R. No. L-22533, 09 February 1967, 19 SCRA 289.

[15] Id. at 292.

- [16] Cheesman vs. Intermediate Appellate Court, G.R. No. 74833, 21 January 1991, 193 SCRA 93, 101; citations omitted.
- [17] Bordalba vs. Court of Appeals, G.R. No. 112443, 25 January 2002, 374 SCRA 555.
- [18] In the case of The Insular Life Assurance Company, Ltd. vs. Court of Appeals and Sun Brothers & Company (G.R. No. 126850, 28 April 2004), we enumerated these exceptions, to wit: (1) when the findings are grounded entirely on speculation, surmises or conjectures; (2) when the inference made is manifestly mistaken, absurd or impossible; (3) when there is grave abuse of discretion; (4) when the judgment is based on a misapprehension of fact; (5) when the findings of facts are conflicting; (6) when in making its findings the Court of Appeals went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee; (7) when the findings are contrary to the trial court; (8) when the findings are conclusions without citation of specific evidence on which they are based; (9) when the facts set forth in the petition as well as in the petitioners' main and reply briefs are not disputed by the respondent; (10) when the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; and (11) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion.
- [19] Rollo, p. 208.
- [20] Ibid.
- [21] Exh. "M" for the respondents; Records, p. 183.
- [22] Rollo, p. 14.
- [23] Gamido vs. Court of Appeals, G.R. Nos. 111962-72, 08 December 1995, 251 SCRA 101.
- [24] G.R. No. 140472, 10 June 2002, 383 SCRA 326.
- [25] Id. at 335-336; citations omitted.
- [26] Rollo, p. 32.
- [27] People vs. Pacapac, G.R. No. 90623, 07 September 1995, 248 SCRA 77, 92.
- [28] People vs. Rayray, G.R. No. 90628, 01 February 1995, 241 SCRA 1, 9.
- [29] Rollo, pp. 32-33.
- [30] Martinez, Sr. vs. Paguio, A.M. No. MTJ 02-1419, 27 December 2002, 394 SCRA 287, 296.
- [31] Araos vs. Luna-Pison, A.M. No. RTJ-02-1677 (OCA IPI No. 00-1027-RTJ), 28 February 2002, 378 SCRA 246.
- [32] Naguiat vs. Court of Appeals, G.R. No. 118375, 03 October 2003, 412 SCRA 591.
- [33] Ramos vs. Court of Appeals, G.R. No. L-52741, 15 March 1982, 112 SCRA 542, 547.
- [34] TSN, 04 October 1984, p. 22; TSN, 09 June 1989, p.11.
- [35] Exh. "1" for petitioners; Exh. "Q" for private respondents.
- [36] Rollo, p. 211.
- [37] Emphasis in the original.
- [38] Rollo, p. 145; emphasis supplied.
- [39] TSN, 07 March 1986, p. 28.

[40] Id. at 31; Rollo, p. 42.

[41] TSN, 05 March 1987, p. 12.

[42] G.R. No. L-18210, 29 December 1966, 18 SCRA 1253.

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