

CITY MAYOR EULOGIO E. BORRES, CITY OF CEBU, CITY COUNCIL OF CEBU, CEBU CITY TREASURER AND CEBU CITY AUDITOR, PETITIONERS, VS. COURT OF APPEALS, GERMAN O. LUMAPAC AND BARTOLOME E...

G.R. No. L-36845. August 21, 1987

Ponente: PADILLA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/0d5a7909a6fc/>

PADILLA, J.:

Petition for review on certiorari of the decision[1] of the Court of Appeals, dated 12 April 1973, in CA-G.R. No. 48700-R, which affirmed the decision of the Court of first Instance of Cebu in Civil Case No. R-10848.

Private respondents German O. Lumapac and Bartolome Elizondo were appointed by the then Mayor of Cebu City, Carlos J. Cuison, as Senior Security and Security Guard, respectively, in the Office of the Vice-Mayor, as recommended by then Vice-Mayor of Cebu City, Luis V. Diores. In the 1967 local elections, Sergio Osmena, Jr. and petitioner Eulogio Borres ran and won as Mayor and Vice-Mayor, respectively, of Cebu City. Osmena, Jr., however, did not assume office; hence petitioner Borres became the Acting Mayor of Cebu City. Upon assuming office, or on 3 January 1968, petitioner Borres terminated the services of private respondents "due to lack of confidence".

On 9 October 1968, private respondents German O. Lumapac and Bartolome Elizondo, together with Vicente Lao, filed with the Court of First Instance of Cebu, Branch III, a petition for mandamus with damages against petitioners, docketed therein as Civil Case No. R-10848, and praying among others that judgment be rendered (a) declaring their removal unlawful and void; (b) ordering their reinstatement to their former positions, with right to receive back salaries from the date of removal up to actual reinstatement; (c) directing payment of moral and exemplary damages plus attorney's fees and litigation expenses in the sum of P2,500.00; and (d) adjudging costs against City Mayor Eulogio E. Borres.[2]

In due course, petitioners filed their answer, admitting some allegations and denying other allegations of the petition, and setting forth special and affirmative defenses.[3]

After several postponements, pre-trial was held on 22 December 1969, after which, the parties submitted the following:

STIPULATION OF FACTS

"COME NOW the parties in the above-entitled case, by their undersigned counsels and to this Honorable Court, respectfully submit the following agreed statement of facts:

"1. Petitioner German O. Lumapac started service in the City of Cebu on December 16, 1959, occupying various positions of Informer, Laborer and Special Agent. Effective July 1, 1963, he was appointed Senior Security, Office of the Mayor, as shown in his appointment (Annex A). Effective July 1, 1965, he was

extended an appointment (Annex B) as Senior Security, Office of the Vice-Mayor, at P2,160.00 per annum which was later superseded by another appointment (Annex C) with an increased salary of P3,060.00. The provisional status of his appointment was changed to permanent at the same rate as shown in his appointment, effective November 16, 1966 (Annex D), which was his last appointment prior to the termination of his services.

"2. Petitioner Vicente Lao started service in the City of Cebu on October 1, 1961, as Confidential Agent, Division of Inspection, Office of the Mayor at P1,800.00 per annum. His last appointment, prior to the termination of his services, is to the position of Confidential Agent, Inspection Division, Office of the Mayor, effective January 1, 1966 at P4,020.00 per annum (Annex E).

"3. Petitioner Bartolome Elizondo started service in the City of Cebu on January 2, 1964, as Security Guard, Office of the Vice-Mayor, at P1,560.00 per annum (Annex F). His next and last appointment for salary adjustment, prior to the termination of his services, is as Security Guard, Office of the Vice-Mayor, at P2,160.00 per annum (Annex G).

"4. Petitioner German O. Lumapac is a civil service (Testimonial) eligible (Security Guard) since December 31, 1964, as shown in the attached copy of Notice of Eligibility (Annex H).

"5. The duties of Security Guard held by petitioner Bartolome Elizondo, a non-eligible, as well as those of Senior Security held by petitioner German Lumapac, are shown in their respective C.S. Form 9-A (revised 1963), xerox copies of which are hereto attached and marked as Annexes '1' and '2'.

"6. On January 3, 1968, petitioners' services were terminated effective upon their receipt on said date of letters of termination (Annex 1, 1-1, 1-2) from respondent City Mayor. At the time of their termination, petitioners were members of the GSIS and had the following efficiency ratings: German Lumapac, 89%; Vicente Lao, 88%; and Bartolome Elizondo, 86%.

"7. After the termination of their services, the positions of petitioners German Lumapac, Vicente Lao and Bartolome Elizondo were filled up by Eduardo Evangelista, Vicente Rosales and Simplicio Alpuerto, respectively, all non-eligibles, by appointments issued by the respondent City Mayor Borres.

"8. After the termination of their services, petitioners sent petitions (Annexes J and K) to the Commissioner of Civil Service, through the Regional Director, Civil Service Commission, Regional Office No. 5, Cebu City, asking for the annulment of their termination and their consequent reinstatement. The petition of Vicente Lao and Bartolome Elizondo was referred by 1st Indorsement, dated March 6, 1968 (Annex L) to the respondent Mayor Borres, by the Regional Director of the Civil Service Commission, Cebu but until now no answer or action was taken by said respondent. By a 5th Indorsement, dated February 2, 1968 (Annex M), the Regional Director, Civil Service Commission, Regional Office No. 5, Cebu City, forwarded to the Commissioner of Civil Service, Manila, petitioner German Lumapac's above-mentioned petition for reinstatement. Despite the aforementioned petitions, no definite action has been taken by the Commissioner of Civil Service until the filing of this case and even until this date.

"The parties reserve their right to introduce evidence on matter not covered by the foregoing Stipulation of Facts." [4]

After trial, the court a quo, Hon. Mateo Canonoy presi-ding, rendered a decision [5], the dispositive portion of which reads as follows:

'IN VIEW OF THE FOREGOING, judgment is hereby rendered, declaring the dismissals of German O. Lumapac and Bartolome Elizondo on January 3, 1968 illegal and hereby orders the respondent City Mayor to reinstate them immediately; declaring the said German O. Lumapac and Bartolome Elizondo entitled to their backsalaries as Senior Security Guard and Security Guard respectively from January 3, 1968 until their

reinstatements; and condemning the City of Cebu to pay their backsalaries at the rate of P3,060.00 and P2,160.00 per annum respectively and one thousand pesos as attorney's fees and the costs of this action.

"The petition as to Vicente Lao is hereby dismissed.

"IT IS SO ORDERED."[6]

Vicente Lao, as well as petitioners herein, moved to reconsider the aforesaid decision of the trial court. Their respective motions for reconsideration[7] were denied.[8]

Dissatisfied, Vicente Lao and herein petitioners appealed to the Court of Appeals, docketed therein as CA- G.R. No. 48700-R. On 11 April 1973, said appellate court promulgated a decision[9] affirming that of the trial court. It ruled, among others, as follows:

"x x x. It is well settled that an employee or officer in the Civil Service who is holding a primarily confidential position with a permanent status is within the protection of Section 4, Article XII of the old Constitution which provides:

'No officer or employee in the Civil Service shall be removed except for cause as provided by law.'

In the case of *Gray vs. de Vera*, 28 SCRA 268 (L-23966, May 22, 1969) the Supreme Court ruled that:

"a position declared primarily confidential comes within the purview of Section 4, Article XII of the Constitution. The permanent incumbent thereof can only be removed or suspended for cause as provided by law."

There can be no dispute that the petitioners Lumapac, Elizondo and Lao are holding positions which are primarily confidential in nature. But are their appointments permanent? With respect to petitioners German O. Lumapac and Bartolome Elizondo the records show that their appointments are permanent, that of Vicente Lao is temporary. In the same case of *Gray vs. De Vera*, the Supreme Court ruled that the petitioner was entitled to a hearing and an opportunity to defend himself so that his summary dismissal is illegal and was entitled to his reinstatement. The Supreme Court in said case said:

"xxx although the President, in Executive Order No. 399, declared the position of secretary to the board of a government corporation 'primarily confidential in nature' it does not follow that a board secretary whose appointment was permanent may be removed from office without a formal charge specifying the ground for removal and without giving him an opportunity of being heard. A position declared primarily confidential comes within the purview of Section 4, Article XII of the Constitution with respect to removal of a permanent incumbent thereof."

xxx xxx xxx "x x x. In the present case, the petitioners German O. Lumapac and Bartolome Elizondo were dismissed summarily without the benefit of a hearing. Even assuming that when the officer holds a primarily confidential position, he can be removed for lack of confidence, still, we believe that before he is actually removed he should at least be entitled to know the reason why he is being removed. Otherwise he will not be able to determine whether he is being removed for cause or not. A curt note from the respondent to the effect that his services is terminated without giving him a chance to know why and to be heard is offensive to the foregoing Constitutional precept.

xxx xxx xxx xxx

"x x x. One reason given by the respondent Mayor in removing petitioners is that their term of office are co-terminus with the term of the public officials they are supposed to serve and therefore he can separate them from the service any time upon the termination of office of the public officials to whom they are rendering their services. We cannot subscribe to this argument. By virtue of their appointment the petitioners are clearly

assigned to the Office of the Vice-Mayor and not to the particular officers. The office is permanent but the officers' stay in office is not. So long as the Office of the Vice-Mayor exists whoever may be the occupant of the office, the petitioners are under obligation to discharge their duties until their services are lawfully terminated. In other words, the right of the petitioners to stay in their position is co-terminus with the Office of the Vice-Mayor and not with the term of any specified incumbent of the office. Respondent Mayor has admitted that the appointments of petitioners German O. Lumapac and Bartolome Elizondo are permanent, although he contends that they are permanent only as noted in their respective appointment papers. If their appointments are permanent as noted in their appointments then definitely they enjoy a permanent status for what characterizes an appointment is the nature of the appointment extended. (*Villanosa vs. Alera*, L-10586, May 29, 1957). The very nature of their appointments are reflected in the appointment papers themselves.

"Respondent Mayor claims that the lower court erred in not finding that petitioners have failed to exhaust administrative remedies before filing the present action. He contends that under Section 16, paragraph (j) of the Civil Service Act of 1959 it is within the power of the Commissioner to hear and determine Appeals by a person aggrieved by an action or determination of any appointing authority contrary to the provisions of the Civil Service Law and Rules and therefore petitioners should have taken their case to the Commissioner of Civil Service and waited for his decision on the matter. He insists that failure of petitioners to pursue such remedy provided by the Civil Service Act is fatal to their claims. Paragraph 8 of the Stipulation of Facts seems to belie the charge of respondent that petitioners failed to exhaust their administrative remedies. Said paragraph provides:

"after the termination of their services, petitioners sent petitions (Annexes J and K) to the Commissioner of Civil Service, through the Regional Director, Civil Service Commission Regional Office No. 5, Cebu City, asking for the annulment of their termination and their consequent reinstatement. The petition of Vicente Lao and Bartolome Elizondo was referred as 1st Indorsement, dated March 6, 1968 (Annex L) to respondent Mayor Borres, by the Regional Director of the Civil Service Commission, Cebu City, but until now no answer or action was taken by said respondent. By a 5th Indorsement, dated February 2, 1968 (Annex M), the Regional Director, Civil Service Commission, Regional Office No. 5, Cebu City, forwarded to the Commissioner of Civil Service, Manila, petitioner German Lumapac's above-mentioned petition for reinstatement. Despite the aforementioned petitions, no definite action has been taken by the Commissioner of Civil Service until the filing of this case and even until this date."

"From the foregoing it is clear that the petitioners have tried to resort to the principle of exhaustion of administrative remedies but that the Commissioner of Civil Service did not seem to have any definite action on the matter. In such an event the only thing left to the petitioners is to go to Court for relief. One of the recognized exceptions to the principle of exhaustion of administrative remedies is when it is absolutely futile to resort to such remedies, as when the administrative body does not want to act or delays action on the problem on hand. Besides, the principle of exhaustion of administrative remedies does not apply and the aggrieved party can immediately go to court for relief when the action of the administrative body or officer is manifestly illegal or where the administrative body or office concerned has acted without any lawful authority, as in the present case. (*Azur vs. Provincial Board*, 27 SCRA 50; *Mitra vs. Subido*, 21 SCRA 127)."

As a consequence of the above decision of the Court of Appeals, herein petitioners interposed the present petition for review on certiorari, claiming that the Court of Appeals erred: (1) in finding that the appointments of German O. Lumapac and Bartolome Elizondo are permanent; (2) in declaring that they were illegally dismissed; (3) in not finding that private respondents have not exhausted administrative remedies before filing the action for mandamus; and (4) in affirming in toto the decision of the trial court.

The principal issue to be resolved is whether or not private respondents German O. Lumapac and Bartolome Elizondo may be dismissed, without cause or hearing, on the mere ground of lack of confidence.

Petitioners maintain the affirmative. They claim that both the trial court and the Court of Appeals erred in applying the rule laid down in *Gray vs. De Vera*.^[10] In said case, Benjamin A. Gray was appointed Secretary to the Board of Directors of the People's Homesite and Housing Corporation (PHHC). On 12 January 1959, he sent a telegram to then President Carlos P. Garcia suggesting a complete revamp of the Board of Directors of the PHHC due to the Board's acts of mismanagement and misconduct. On the following day, the PHHC Board of Directors passed Resolution No. 331 terminating his services on account of loss of confidence due to treachery or disloyalty to the Board. Gray filed in the Court of First Instance of Rizal an action for quo warranto. After trial, the court rendered a decision upholding the validity of Resolution No. 331 on the ground that the sending of the telegram to President Garcia was an act of treachery or disloyalty to the Board of Director and constituted cause for his removal from office at any time, considering that the position of Board Secretary was primarily confidential in nature. On appeal, this Court in setting aside the decision of the court a quo held, among others, that:

"x x x. Although the President, in Executive Order No. 399, declared the position of secretary to the board of a government corporation "primarily confidential in nature", it does not follow that a board secretary whose appointment was permanent may be removed from office without a formal charge specifying the ground for removal and without giving him an opportunity of being heard. A position declared primarily confidential comes within the purview of Section 4, Article XII of the Constitution with respect to removal of the permanent incumbent thereof. x x x."

xxx xxx xxx xxx

"The removal of Board Secretary Gray from the primarily confidential position to which he had been permanently appointed was illegal in view of the following considerations:

"(1) There was no lawful cause for removal. The sending of the telegram of January 12, 1959 to President Garcia suggesting a complete revamp of the Board of Directors of the PHHC due to the Board's acts of mismanagement and misconduct, the most serious of which was that the directors were grabbing as "quotas dwelling awards inspite applicants of long standing", was an act of civic duty. The telegram was a privileged communication presumably made in good faith and capable of being substantiated by evidence.

"According to the testimony of Director Manuel T. Leelin, the act of Board Secretary Gray in sending the telegram of January 12, 1959 to the President of the Philippines was an act of treachery or disloyalty to the Board.

xxx xxx xxx xxx

"We cannot agree, for the following reasons;

First. As pointed out, the sending of the telegram to the President of the Philippines was an act of civic duty. The telegram was a privileged communication presumably sent in good faith and capable of being proved by evidence.

Second. The position of secretary to the board of a government corporation was declared by the President in Executive Order No. 399 primarily confidential in nature with the obvious intent that the position be filled by an appointee of unquestioned honesty and integrity. Hence, the act of Board Secretary Gray in reporting to the President of the Board's acts of mismanagement and misconduct was in consonance with the honesty and integrity required for the position.

"Assuming that Gray owed loyalty to the Board, that loyalty was in the interest of good government and not in the personal interest of the directors to the extent of concealing the shenanigans of the Board. x x x.

"If the charges of mismanagement and misconduct contained in the telegram were false, the Board of Directors should have required Board Secretary Gray to show cause why he should not be removed from office

for making such false charges. The Board Secretary would have been given an opportunity of being heard. If unable to substantiate his charges, the Board could have made a finding to that effect and remove Board Secretary Gray from office for serious misconduct (not for treachery or disloyalty to the Board).

"(2) Assuming, arguendo, that appellant's telegram to President Garcia constituted lawful cause for his removal from office, the fact remains that he was summarily removed one day after he had sent the telegram, and that no formal charge was filed against him stating the ground for removal and giving him an opportunity of being heard. He was, thus, removed from office without due process of law, in view of which his removal was illegal."

Petitioners contend however that there is no parallelism between the Gray case and the case at bar. They claim that the removal of Gray as PHHC board secretary was declared illegal because of some attendant vital considerations in said case, not present in the case at bar. In other words, petitioners contend that the present case is not "on all fours" with the Gray case. Thus, they argue that the loyalty of Gray was to the Board, in the interest of good government, and not, in the personal interest of the members of the Board of Directors, and that the relationship between Gray and the PHHC Board of Directors and the relationship between private respondents and the Vice-Mayor of Cebu City are totally different, for the latter denotes a very close personal relation by reason of the nature of the duties and functions of a Security Officer and Security Guard, while the former does not.

There are two (2) instances when a position may be considered primarily confidential: (1) when the President, upon recommendation of the Commissioner of Civil Service, has declared the position to be primarily confidential; or (2) in the absence of such declaration, when by the nature of the functions of the office, there exists close intimacy between the appointee and the appointing power, which insures freedom of intercourse without embarrassment or freedom from misgiving of betrayals of personal trust or confidential matters of state.[11] However, upon the enactment of the 1959 Civil Service Act (RA 2260), it is the nature of the position which finally determines whether a position is primarily confidential. Executive pronouncements can be no more than initial determinations that are not conclusive in case of conflict.[12] Thus, Section 5 of the 1959 Civil Service Act (RA 2260) provides, as follows:

"SEC. 5, The Non-competitive Service. - The non-competitive or unclassified service shall be composed of positions expressly declared by law to be in the non-competitive or unclassified service or those which are policy determining, primarily confidential or highly technical in nature. (underscoring ours)

In the Gray case, Executive Order No. 399 which declared the position of secretary to the Board of Directors of a government corporation "primarily confidential in nature" was issued on 5 January 1951, i.e., before the enactment of the 1959 Civil Service Act (RA 2260). As held by this Court in said Gray case, "(t)he position of secretary to the board of a government corporation was declared by the President in Executive Order No. 399 primarily confidential with the obvious intent that the position be filled by an appointee of unquestioned honesty and integrity" and that the "act of Board Secretary Gray in reporting to the President the Board's acts of mismanagement and misconduct was in consonance with the honesty and integrity required of the position". In other words, "honesty" and "integrity", were the primary considerations for appointment to the position of board secretary of a government corporation. The position did not, however, involve "such close intimacy" between the board secretary and the Board of Directors of the PHHC, as would insure "freedom from misgivings of betrayals of personal trust".

In the present case, the positions of Senior Security and Security Guard in the Office of the Vice-Mayor of Cebu City, are primarily confidential in nature because of the duties and functions attached to said positions. In his request for certification for eligibility as Senior Security, private respondent German O. Lumapac enumerated his

duties, as follows: (1) to give adequate protection for the Vice-Mayor's safety; (2) to accompany the Vice-Mayor in all his appointments; and (3) to perform other duties assigned to him by the Vice-Mayor from time to time.[13] On the other hand, as Security Guard, private respondent Bartolome Elizondo performs the following duties: (1) to act as body-guard of the person of the Vice-Mayor; (2) to prepare security measures for the safety of the Vice-Mayor; and (3) to perform other duties which the Vice-Mayor may assign to him from time to time.[14] By virtue of the nature of the duties and functions attached to said positions, the relationship between the Vice-Mayor and his Security is one that depends on the highest degree of trust and confidence, such that trust and confidence are the primary reasons for appointment thereto. As a matter of fact, private respondents were appointed to said positions upon the recommendation of the then Vice-Mayor Luis V. Diores. Petitioner Borres should not be deprived of the right to choose his own men to act as his Security.

In the light of the foregoing, the Court holds that the rule laid down in *Gray vs. De Vera* is not applicable to the factual environment of the present case.

The tenure of personnel holding primarily confidential positions, such as the respondents, ends upon loss of confidence, because their term of office lasts only as long as confidence in them endures, thus, their cessation involves no removal.[15] In *Salazar vs. Mathay* [16] where the petitioner therein was appointed to the position of Confidential Agent in the Office of the Auditor, GSIS, which position was likewise declared as primarily confidential under Executive Order No. 265, this Court in upholding her termination held:

"x x x. Her position being primarily confidential, petitioner cannot complain that the termination of her services as confidential agent in the Office of the Auditor, GSIS is in violation of her security of tenure. In the case of *Delos Santos vs. Mallare*, supra, primarily confidential positions are excluded from the merit system, and dismissal at pleasure of officers or employees therein is allowed by the Constitution, although in *Ingles vs. Mutuc*[17] this assumption was held to be inaccurate. According to the Court, the proper expression to be used is that the term of the incumbent merely expires. Thus in said case, the Court held:

'This should not be misunderstood as denying that the incumbent of a primarily confidential position holds office at the pleasure only of the appointing power. It should be noted, however, that when such pleasure turns into displeasure, the incumbent is not 'removed' or 'dismissed' from office -- his 'term' merely 'expires' in much the same way as an officer, whose right thereto ceases upon the expiration of the fixed term for which he had been appointed or elected, is not and cannot be deemed 'removed' or 'dismissed' therefrom, upon the expiration of said term. The main difference between the former --- the primarily confidential officer -- and the latter is that the latter's term is fixed or definite, whereas the former is not prefixed, but indefinite, at the time of his appointment or election, and becomes fixed and determined when the appointing power expresses its decision to put an end to the services of the incumbent. When this event takes place, the latter is not 'removed' or 'dismissed' from office -- his term has merely 'expired'.

"Accordingly, it can be said that petitioner was not removed from her office as confidential agent in the office of the Auditor, GSIS, but that her term to said position has already expired when the appointing power terminated her services."

Similarly, in the case at bar, it may also be said, with equal vigor, that when petitioner Eulogio Borres, terminated the services of private respondents "due to lack of confidence", they were not "removed" or "dismissed" from the service; their "term" in their respective positions merely "expired". Hence, they were not illegally "removed" or "dis-missed" from the service.

Having arrived at the above conclusion, we do not find it necessary to discuss the other issues raised in the petition.

WHEREFORE, the petition is GRANTED. The decision of the Court of Appeals, dated 12 April 1973, is hereby REVERSED and SET ASIDE. Without costs.

SO ORDERED.

Teehankee, C.J., Yap, Fernan, Narvasa, Melencio-Herrera, Gutierrez, Jr., Cruz, Paras, Feliciano, Gancayco, Bidin, Sarmiento, and Cortes, JJ., concur.

[1] Penned by Justice Ruperto Martin, with the concurrence of Justices Lourdes P. San Diego and Ramon G. Gaviola, Jr.

[2] Original Record, p. 1

[3] Id., p. 12

[4] Original Record, pp. 43-45

[5] Original Record, p. 133

[6] Record, p. 142

[7] Original Record, pp. 145, 148

[8] Original Record, pp. 177, 181

[9] Rollo, p. 15

[10] 28 SCRA 268

[11] Salazar vs. Mathay, 73 SCRA 275, 278.

[12] Pinero vs. Hechanova, 18 SCRA 417, 423

[13] Original Record, p. 20

[14] Id., p. 19

[15] Cadiente vs. Santos, etc., et al., 142 SCRA 280

[16] Supra

[17] 26 SCRA 171

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.