

PEOPLE OF THE PHILIPPINES, PLAINTIFF-APPELLEE, VS. ERNESTO B. GALERA, ACCUSED-APPELLANT.

Ponente: PAREDES, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/125c3831d170/>

PAREDES, J.:

THE CASE

THIS APPEAL, filed by accused-appellant Ernesto B. Galera (appellant), seeks to reverse and set aside the Joint Decision[1] dated December 17, 2012 of the Regional Trial Court of San Fernando City, La Union, Branch 29, in Criminal Case Nos. 7666 to 7671, the dispositive portion of which reads:

WHEREFORE, premises considered, the court finds accused ERNESTO GALERA, GUILTY of six (6) counts of Qualified Theft and sentences him to serve 6 penalties of Reclusion Perpetua. Art. 70 of the RPC on successive service of sentences shall, however, apply to him. Art. 70 provides among others that: Such maximum period shall in no case exceed forty years, hence, he shall suffer the penalty of imprisonment for a period not exceeding 40 years. He is likewise ordered to pay the amounts of P1,284,610.82 and \$2,178.00 to the private complainant, RCBC.

SO ORDERED.

PROMULGATED in open Court this 17[th] day of December, 2012 at the City of San Fernando, La Union, Philippines.[2]

THE ANTECEDENTS

In Criminal Case No. 7666, appellant was charged with Qualified Theft, committed as follows:

That on or about the 22[nd] day of January 2003, in the City of San Fernando, Province of La Union, and within the jurisdiction of this Honorable Court, the above-named accused, with grave abuse of confidence, being then the Business Center Manager of RIZAL COMMERCIAL BANKING CORPORATION (RCBC), San Fernando City, La Union Branch and with intent to gain, did then and there willfully, unlawfully and feomiously take, steal and carry away, by withdrawing from the Special Savings Account of Rosita Villa in the said bank, the amount of TWO THOUSAND U.S. DOLLARS (\$2,000.00) or ONE HUNDRED EIGHT THOUSAND PESOS (P108,000.00), without the knowledge and consent of RIZAL COMMERCIAL BANKING CORPORATION and ROSITA VILLA, to the damage and prejudice of RIZAL COMMERCIAL BANKING CORPORATION, which was constrained to reimburse the amount of TWO THOUSAND U.S. DOLLARS (\$2,000.00) or ONE HUNDRED EIGHT THOUSAND PESOS (P108,000.00), to the aforementioned account Rosita Villa.

CONTRARY TO LAW.[3]

In Criminal Case Nos. 7667 to 7671, appellant was also charged with Qualified Theft in similarly worded Informations as above in Criminal Case No. 7666, except as to the date of the incidents and amounts involved, viz:

Crim. Case No. Date of Incident Amount Involved

7667 May 14, 2002 P200,000.00

7668 April 17, 2002 P200,000.00

7669 May 24, 2002 P300,000.00

7670 July 18, 2002 P250,000.00

7671 August 6, 2002 P102,233.84[4]

On July 12, 2007, appellant was arraigned and, with the assistance of counsel, entered a plea of “Not Guilty.”[5]

At the pre-trial held on August 23, 2007, the trial court noted the consolidation of the cases; and the parties stipulated on the following:

- “1. Accused admits that he is the same person named in the Information;
2. That the Court has jurisdiction over these cases;
3. That accused was the Business Center Manager of RCBC, San Fernando City, La Union from March 1, 1995 to October 19, 2003 and was later appointed as Business Center Manager of RCBC, Laoag City, Ilocos Norte;
4. That Rosita Villa maintained a Special Savings Account at RCBC, La Union;
5. That accused entered into an agreement dated June 25, 2005 for him to pay Rosita Villa the amount of P1,195,573.06 on or before December 30, 2005;
6. That accused has not paid Rosita Villa.”[6]

Another pre-trial was held on September 11, 2007, where the parties stipulated:

- “1. Accused admits that he is the same person named in the Information;
2. That the Court has jurisdiction over these cases;
3. That accused was the Business Center Manager of RCBC, San Fernando City, La Union from March 1, 1995 to October 19, 2003 and was later appointed as Business Center Manager of RCBC, Laoag City, Ilocos Norte;
4. That Rosita Villa maintained a Special Savings Account at RCBC, La Union;
5. Accused admits that Rosita Villa had a U.S. Time Deposit with the RCBC, San Fernando City as evidenced by Exhibit “C” in the amount of \$3,100.00 and Exhibit “D” in the amount of \$16,743.90;
6. Accused admits that Rosita Villa maintained a Special Savings Account Trading Order No. 07320009523-002 with the RCBC, San Fernando City as evidenced by Exhibit “A” for the amount of P8444,307.04 (sic) and Special Savings Account Trading Order No. 07320009523-003 as evidenced by Exhibit “B” for the amount of P200,000.00;
7. That accused entered into an agreement dated June 25, 2005 for him to pay Rosita Villa the amount of P1,195,573.06 on or before December 30, 2005;
8. That accused has not paid Rosita Villa.”[7]

Evidence for the PROSECUTION

The prosecution presented the testimonies of: Joseph Ancheta (Ancheta)[8]; Clint Ang (Ang)[9]; Lyn Rimando (Rimando)[10]; Richard Cayago (Cayago)[11]; Jean Sarmento (Sarmiento)[12]; Rosita Villa (Villa)[13]; Evelyn Villa Sazon (Sazon)[14]; Priscilla Cabanban (Cabanban)[15]; and, as rebuttal witness, Juliana Santiago (Santiago)[16], a document examiner for the National Bureau of Investigation. The prosecution witnesses' combined testimonies tends to establish, that:

Appellant and Villa are distant relatives, as appellant's wife is Villa's niece. Appellant was the business center manager of RCBC-San Fernando City, La Union Branch (the bank) where Villa maintained a Peso Special Savings Account and two (2) Foreign Currency Deposit Unit Time Deposit (FTD) accounts. Sometime in June 2005, Villa went to the bank to update her accounts but she was surprised to discover that her special savings account was already closed while a withdrawal had been made from her FTD account. She conferred with Ancheta, the bank branch manager at that time as appellant had been transferred to RCBC-Laoag Branch. Ancheta called appellant who said that he will talk personally to Villa.

On June 25, 2005, appellant, Villa and Ancheta met in a restaurant at San Fernando City, La Union. There, appellant admitted to having withdrawn from Villa's accounts. He managed to do so by presenting alleged pre-signed withdrawal slips to the personnel of the bank. On the same day, Villa and appellant executed an Agreement[17] wherein appellant promised to pay Villa the amount of P1,195,573.06 on or before December 30, 2005.

Despite the afore-mentioned Agreement, Ancheta initiated an investigation into the withdrawals of Villa's accounts. In the course of the investigation, RCBC found that Villa's signatures in the withdrawal slips appeared to be forgeries. Consequently, appellant was placed on preventive suspension and, subsequently, was terminated from employment on October 28, 2005. Appellant failed to pay Villa, thus, RCBC was constrained to pay her P1,284,610.82 through Manager's Check No. 0000001589[18] and US \$2,178.22 through Check No. 0000019976[19], based on the principal amount of the deposit accounts and the prevailing interest at the time the monies were withdrawn. Villa then executed and signed a Release Waiver and Quitclaim dated January 29, 2007[20]. Hence, the filing of these Informations.

On rebuttal, the prosecution presented Santiago, NBI document examiner. After examining the withdrawal slips and Villa's documents, among others, her passport, signature card, and checks, Santiago concluded that the signatures in the withdrawal slips were forged and, in connection with such finding, executed Questioned Documents Report No. 26-109[21].

Evidence for the DEFENSE

Appellant was the lone witness[22] for the defense, narrating that he and Villa are distant relatives. Villa has been appellant's client since 1993 when he was then employed in another bank. When he transferred to RCBC-San Fernando City, La Union in 1995, Villa also transferred her deposits there.

Sometime in July 1999, appellant and Villa talked about purchasing a parcel of land. In this regard, sometime in 2000, appellant wrote Villa, who was then residing in California, U.S.A., to sign five (5) withdrawal slips which he had enclosed in his letter[23]. Villa signed the withdrawal slips and mailed them back to appellant together with an authorization giving him permission to withdraw money. In this manner, appellant was able to withdraw money from Villa's accounts. Appellant used the money to purchase a 750 square meter lot in Panicsican, San Juan, La Union. However, appellant registered the lot in his name because Villa was an American citizen and could not own real estate in the Philippines.

Sometime in April 2005, appellant and Villa met. Villa said that while she appreciated the investment, she was no

longer interested in the lot so she requested appellant to sell it; appellant was unable to sell the lot.

On June 25, 2005, appellant met with Villa and Ancheta. During the meeting, appellant and Villa executed an Agreement whereby appellant promised to pay Villa, on or before December 30, 2005, the amount he withdrew from her accounts since he was planning to retire from RCBC on July 31, 2005. However, appellant was unable to retire and get his monetary benefits as he was preventively suspended on July 7, 2005 and subsequently terminated from employment on October 28, 2005.

After trial, the court a quo issued the assailed Joint Decision finding the appellant guilty of six (6) counts of Qualified Theft.

Aggrieved, appellant filed a motion[24] for reconsideration and a motion[25] to admit the affidavit of recantation of Rosita Villa; both pleadings were denied by the trial court in its February 19, 2013 Order[26].

Appellant also filed a motion[27] for new trial on the ground of newly discovered evidence, namely, Villa's affidavit of recantation, the sworn statement of Milagros Marzo, Villa's helper, stating that the latter has dementia or Alzheimer's disease, and Villa's birth certificate which would prove that she was 80 years old when she testified, arguing that these pieces of evidence prove that Villa had forgotten that she had, indeed, signed the withdrawal slips sent by the appellant.

In its Order[28] dated April 24, 2013, the trial court denied appellant's motion for new trial.

Hence, this appeal.

THE ISSUES

- I. Whether or not the Trial Court committed reversible error in convicting the accused of Qualified Theft.
- II. Whether or not the Trial Court committed reversible error in convicting the accused lacking of proof beyond reasonable doubt that which is required in a criminal proceeding.
- III. Whether or not the Trial Court committed reversible error in denying the Motion for New Trial on the ground of newly discovered evidence.[29]

THE COURT'S RULING

The appeal is without merit.

Appellant assails his conviction for Qualified Theft, contending: that the trial court failed to appreciate that Villa consented to the withdrawals; that the prosecution failed to prove that he used his position as Bank Manager in effecting the withdrawals; that the trial court erred in relying on the findings of the NBI handwriting expert who has been in practice for only five (5) years; and that, in denying his motion for new trial based on newly discovered evidence, the trial court gravely erred in failing to appreciate that the evidence tended to show that Villa was not in the right state of mind when she signed the withdrawal slips and when she testified.

We are not persuaded.

Appellant claims that Villa gave him authority to withdraw money, arguing that Villa gave her consent thereto, which consent can be inferred when he and Villa executed the Agreement on June 25, 2005, wherein he obliged himself to repay the money he withdrew. On the other hand, Villa categorically denied that she authorized the withdrawals.

It is axiomatic that one alleging a fact that is denied has the burden of proving it and, unless the party asserting the

affirmative of an issue sustains the burden of proof of that issue by a preponderance of the evidence, his cause will not succeed[30]. Thus, the defendant bears the burden of proof as to all affirmative defenses which he sets up in answer to the plaintiff's claim or cause of action; he being the party who asserts the truth of the matter he has alleged, the burden is upon him to establish the facts on which that matter is predicated and if he fails to do so, the plaintiff is entitled to a verdict or decision in his favor[31]. Here, appellant bears the burden of proving that Villa authorized the withdrawals which he admitted he made.

A perusal of the records reveals that save for his bare testimony, appellant failed to adduce convincing evidence to prove that, indeed, Villa authorized the withdrawals. Appellant presented a brown envelope[32] which allegedly contained the pre-signed withdrawal slips. The brown envelope is immaterial and irrelevant evidence. It only establishes the fact that Villa communicated with appellant, for it is, after all, mail matter; but it does not prove either the contents of the communication or that it contained things other than the communication itself. Even presuming *arguendo* that the envelope contained the pre-signed withdrawal slips, these withdrawal slips were found by the NBI to be forged documents. And, since appellant is the one in possession of these forged documents, who used it and benefited from it, then he is presumed to be the forger[33].

The felony of theft is defined under Article 308 of the Revised Penal Code, viz:

Article 308. Who are liable for theft. — Theft is committed by any person who, with intent to gain but without violence against, or intimidation of persons nor force upon things, shall take personal property of another without the latter's consent.

Theft is likewise committed by:

1. Any person who, having found lost property, shall fail to deliver the same to the local authorities or to its owner;
2. Any person who, after having maliciously damaged the property of another, shall remove or make use of the fruits or objects of the damage caused by him; and
3. Any person who shall enter an enclosed estate or a field where trespass is forbidden or which belongs to another and without the consent of its owner, shall hunt or fish upon the same or shall gather fruits, cereals, or other forest or farm products.[34]

On the other hand, Article 310 of the Revised Penal Code on qualified theft, reads:

Article 310. Qualified Theft. — The crime of theft shall be punished by the penalties next higher by two degrees than those respectively specified in the next preceding article, if committed by a domestic servant, or with grave abuse of confidence, or if the property stolen is motor vehicle, mail matter or large cattle or consists of coconuts taken from the premises of a plantation, fish taken from a fishpond or fishery or if property is taken on the occasion of fire, earthquake, typhoon, volcanic eruption, or any other calamity, vehicular accident or civil disturbance.[35]

In *précis*, the elements of qualified theft punishable under Article 310 in relation to Article 308 of the Revised Penal Code are as follows: (1) there was a taking of personal property; (2) the said property belongs to another; (3) the taking was done without the consent of the owner; (4) the taking was done with intent to gain; (5) the taking was accomplished without violence or intimidation against person, or force upon things; and (6) the taking was done under any of the circumstances enumerated in Article 310 of the Revised Penal Code, i.e., with grave abuse of confidence[36].

It is well to note that RCBC filed the instant cases for qualified theft. It has been held that banks acquire ownership of the money deposited by its clients; and the employees of the bank, who are entrusted with the

possession of money of the bank due to the confidence reposed in them, occupy positions of confidence[37]. Thus, when the defendant as an employee of the bank, with grave abuse of confidence, removes the money and appropriates it to his own use without the consent of the bank, there is taking as contemplated in the crime of qualified theft[38].

Here, appellant admits taking the money deposited in Villa's accounts. However, he parries that it was not proven that he used his position in making the withdrawals.

Again, We are not persuaded.

Grave abuse of confidence, as an element of the felony of qualified theft, must be the result of the relation by reason of dependence, guardianship, or vigilance, between the appellant and the offended party that might create a high degree of confidence between them which the appellant abused[39].

The element of grave abuse of confidence is present in this case. As Bank Manager, appellant holds a position of trust and confidence[40]. Furthermore, as Bank Manager, he undoubtedly exercises control and supervision over the employees of the bank. Rimando, the bank teller who processed three of the withdrawals, testified:

“Q (Atty. Fritzie Rose Selda, counsel for RCBC)

Q Will you take a look at the withdrawal slips again and tell the Court what name was indicated on the payment received portion of the withdrawal slip dated April 17, 2002?

A Rosita Villa, ma'm.

Q What about the withdrawal slip dated September 6, 2002?

A Rosita Villa, ma'm.

Q On the withdrawal slip dated January 22, 2003?

A Rosita Villa, ma'm.

Q Madam witness was Rosita Villa present during the pay out on April 17, 2002?

A No ma'm.

Q On September 6, 2002?

A No ma'm.

Q What about on January 22, 2003?

A No ma'm.

Q How come her name is on the payment received portion of the withdrawal slips?

A It was already pre-signed when it was given to me for withdrawal, ma'm.

Q Who gave it to you for withdrawal?

A Ernesto Galera, ma'm.

Q To whom did you give the proceeds of the withdrawal?

A Ernesto Galera, ma'm.

Q Why did you give the proceeds to Ernesto Galera when in fact Rosita Villa's name was in the payment received portion of the withdrawal slips?

A It was his instruction to give the proceeds to him and he will be the one to give the cash to Rosita Villa, ma'm."[41] (Emphasis supplied)

Clearly, appellant would not have been able to make the withdrawals in the absence of Villa had he not used his position as Bank Manager. Moreover, appellant accomplished the withdrawals with grave abuse of confidence using the forged withdrawal slips. Notably, Villa denied signing the same, and which denial was corroborated by the NBI when its expert found the signatures on the withdrawal slips purported to be Villa's, to be forged. It is axiomatic that in the absence of a satisfactory explanation, one who is found in possession of a forged document and who used or uttered it is presumed to be the forger[42].

Appellant then argues that the trial court erred in denying his motion for new trial on the ground of newly discovered evidence.

We disagree.

Appellant's motion for new trial was grounded on Villa's affidavit of recantation and appellant's alleged subsequent discovery of Villa's mental state.

The requisites for newly discovered evidence, as a basis for new trial, are: (a) the evidence was discovered after the trial; (b) such evidence could not have been discovered and produced at the trial even with the exercise of reasonable diligence; and (c) such evidence is material, not merely cumulative, corroborative, or impeaching, and is of such weight that, if admitted, would probably change the judgment[43]. These requisites have not been met.

As a general rule a motion for new trial will not be granted if based on an affidavit of recantation of a witness whose effect is to free the appellant from participation in the commission of the crime. It would be a dangerous rule to reject the testimony taken before the court of justice simply because the witness who has given it later on changed his mind for one reason or another, for such a rule will make a solemn trial a mockery and place the investigation at the mercy of unscrupulous witnesses. Because affidavits of retraction can easily be secured from poor and ignorant witnesses, usually for monetary consideration, the Supreme Court has invariably regarded such affidavits as exceedingly unreliable[44]. More importantly, affidavits of retraction of testimonies are generally looked upon with disfavor because there is always the probability that they may later be repudiated[45].

As for Villa's alleged mental state in connection with her capacity to give consent, the same is not necessary for, as previously discussed, the bank acquired ownership of the money deposited by its clients and is thus considered

the owner thereof. The employees of the bank, like the appellant, who are entrusted with the possession of money of the bank due to the confidence reposed in them, occupy positions of confidence[46]. Here, it was RCBC's confidence that appellant gravely abused, not Villa's, which gave rise to the cases of qualified theft. Besides, the mental state of a person is not proven merely with the presentation of the person's advanced age; for one's biological age is not equated with one's mental or psychological age. The affidavit[47] of Dr. Raymond L. Espinosa is not proof of appellant's proposition because the affidavit does not state that he conducted tests on Villa's mental state, but contains only general propositions regarding alzheimer's disease. Dr. Espinosa's affidavit and that of Milagros P. Marzo's[48] are hearsay; therefore, these are inadmissible evidence.

The PENALTY

Article 310 of the Revised Penal Code provides that the crime of qualified theft shall be punished by the penalties next higher by two degrees than those respectively specified in Article 309. Under paragraph 1, Article 309 of the Revised Penal Code, the penalty of prision mayor in its minimum and medium periods is to be imposed if the value of the thing stolen is more than P12,000.00 but does not exceed P22,000.00. But if the value of the thing stolen exceeds the latter amount, the penalty shall be the maximum period of the one prescribed in said paragraph (prision mayor in its minimum and medium periods), and one year for each additional P10,000.00, but the total of the penalty which may be imposed shall not exceed twenty (20) years[49].

In this case, the value of the thing stolen or the amount withdrawn by appellant totaled to P1,160,233.84, exclusive of interest. Since the said amount exceeds P22,000.00, the basic penalty is prision mayor in its minimum and medium periods to be imposed in the maximum period, which is eight (8) years, eight (8) months and one (1) day to ten (10) years of prision mayor[50]. To determine the additional years of imprisonment, P22,000.00 must be deducted from the said amount and the difference should then be divided by P10,000.00, disregarding any amount less than P10,000.00. Hence, we have one hundred thirteen (113) years that should be added to the basic penalty. However, the impossible penalty for simple theft should not exceed a total of twenty (20) years. Thus, had the appellant committed simple theft, the penalty for this case would be twenty (20) years of reclusion temporal. But as the penalty for qualified theft is two degrees higher, the proper penalty as correctly imposed by the lower court is reclusion perpetua[51].

Considering that appellant is convicted of six (6) counts of Qualified Theft with the corresponding six penalties of reclusion perpetua, Article 70 of the Revised Penal Code on successive service of sentences shall apply.

Article 70 pertinently provides that "the maximum duration of the convict's sentence shall not be more than threefold the length of time corresponding to the most severe of the penalties imposed upon him. No other penalty to which he may be liable shall be inflicted after the sum total of those imposed equals the said maximum period. Such maximum period shall in no case exceed forty years." Applying the rule, despite the six penalties of reclusion perpetua for six counts of Qualified Theft, appellant shall suffer imprisonment for a period not exceeding 40 years[52].

WHEREFORE, premises considered, the instant appeal is DENIED. The assailed December 17, 2012 Joint Decision of the Regional Trial Court of San Fernando City, La Union, Branch 29, in Criminal Case Nos. 7666 to 7671, is AFFIRMED.

SO ORDERED.

Didican, I. P., Chairperson, and Ybañez, E. A., JJ., concur.

- [1] Crim. Case No. 7666, records, pp. 376-383.
- [2] Records, p. 383.
- [3] Records, p. 1.
- [4] Records, p. 377.
- [5] Records, p. 60.
- [6] Records, Crim. Case No. 7666, pp. 61-62.
- [7] Records, pp. 65-66.
- [8] TSN, October 25, 2007; November 21, 2007; December 13, 2007.
- [9] TSN, January 29, 2008.
- [10] TSN, January 29, 2008.
- [11] TSN, February 19, 2008.
- [12] TSN, February 19, 2008.
- [13] TSN, March 25, 2008; April 4, 2008.
- [14] TSN, April 4, 2008.
- [15] TSN, July 22, 2009.
- [16] TSN, August 5, 2011, September 12, 2011, March 12, 2012.
- [17] Records, pp. 146-147.
- [18] Records, p. 150.
- [19] Records, p. 151.
- [20] Records, pp. 152-153.
- [21] Records, p. 208.
- [22] TSN, May 21, 2008, May 13, 2009, June 24, 2009, July 22, 2009.
- [23] Records, p. 225.
- [24] Records, pp. 393-397.
- [25] Records, pp. 403-405.
- [26] Records, pp. 419-421.
- [27] Records, pp. 422-425.
- [28] Records, pp. 436-437.
- [29] Rollo, p. 17.
- [30] See Aznar Brothers Realty Co. vs. Aying, G.R. No. 144773, May 16, 2005, citing 20 Am. Jur. 138-139.
- [31] Ibid., citing Francisco, The Revised Rules of Court in the Philippines, Vol. VII, Part II, 1997 ed., p. 7.

[32] Records, pp. 226-227.

[33] Spouses Villamar vs. People, G.R. No. 178652, December 8, 2010.

[34] Ringor vs. People, G.R. No. 198904, December 11, 2013.

[35] Ibid.

[36] Ibid., citing Matrido v. People, G.R. No. 179061, July 13, 2009, 592 SCRA 534, 541, citing People v. Bago, 386 Phil. 310, 334-335 (2000).

[37] See People vs. Puig, G.R. Nos. 173654-765, August 28, 2008.

[38] Ibid., citing People v. Locson, 57 Phil. 325 (1932).

[39] Supra, note 34 citing People v. Tanchanco, G.R. No. 177761, April 18, 2012, 670 SCRA 130, 144; Astudillo v. People, 538 Phil. 786, 811-812 (2006).

[40] See Prudential Guarantee and Assurance Employee Labor Union vs. NLRC, G.R. No. 185335, June 13, 2012, citing Lopez v. Keppel Bank Philippines, Inc., G.R. No. 176800, September 5, 2011, 656 SCRA 718, 727.

[41] TSN, January 29, 2008, pp. 10-12.

[42] See Pecho vs. Sandiganbayan, G.R. No. 111399, November 14, 1994, citing People vs. Sendaydiego, 81 SCRA 120, 141 [1978] citing Alarcon vs. Court of Appeals, L-21846, March 31, 1967, 19 SCRA 688; People vs. Caragao, L-28258, December 27, 1969, 30 SCRA 993.

[43] People vs. Fontanilla, G.R. Nos. 147662-63, August 15, 2003, citing People v. Remudo, 364 SCRA 61, 72 (2001) (citation omitted).

[44] People vs. Dalabajan, G.R. No. 105668, October 16, 1997, citing People vs. Bigcas, 211 SCRA 630, citing de Guzman vs. IAC, 184 SCRA [April 4, 1990].

[45] Supra, note 43 citing Reano v. Court of Appeals, 165 SCRA 525, 530 (1988) (citation omitted).

[46] Supra, note 36.

[47] Records, p. 428.

[48] Records, p. 427.

[49] People vs. Tanchanco, G.R. No. 177761, April 18, 2012.

[50] Ibid., citing People v. Mirto, G.R. No. 193479, October 19, 2011, citing People v. Mercado, 445 Phil. 813, 828 (2003).

[51] Supra, note 46.

[52] People vs. Mirto, G.R. No. 193479, October 19, 2011.

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.