

**SPOUSES CLEMENTE M. SARI, JR. AND ASELA M. SARI,
PLAINTIFFS-APPELLANTS, DUANE Q. SO AND SPOUSES EDWIN
SEGUNDINO & GEMMA SEGUNDINO, DEFENDANTS-APPELLEES.**

Ponente: HERNANDO, J.

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HERNANDO, J.:

Before this Court is a Rule 41 appeal from the July 11, 2011 Decision[1] of the Regional Trial Court (RTC) of Cebu City, Branch 21 in Civil Case No. CEB-33410, an action for Breach of Contract, Annulment of Sale and Reconveyance. The dispositive portion of the assailed judgment states:

"IN VIEW OF THE FOREGOING, this Court finds for the Defendants and against the Plaintiffs. It is hereby ordered that herein case be DISMISSED for lack of merit. All other claims of plaintiffs for damages are hereby denied.

SO ORDERED."[2]

ANTECEDENT FACTS

On May 25, 2007, plaintiffs, the spouses Clemente and Asela Sari, filed with the RTC a Complaint for Breach of Contract, Annulment of Sale and Reconveyance with prayer for a Temporary Restraining Order and/or Writ of Preliminary Injunction against defendants Duane Q. So and spouses Edwin and Gemma Segundino.[3]

Plaintiffs alleged that they are the registered owners of a 560 square-meter parcel of land situated in Brgy. Pardo, Cebu City, which they purchased from defendant So and his half-brother Edwin Gabuya.[4] Plaintiffs alleged that defendant So approached them in 2006 regarding the possible sale of a 158 square-meter parcel of land covered by Transfer Certificate of Title (TCT) No. 176337 (subject property), particularly described as follows:

"A parcel of land (Lot 5394-F-6, of the subdivision plan, Psd-07-061137, being a portion of Lot 5394-F, Psd-27888), situated in the Brgy of Pardo, City of Cebu, Island of Cebu. Bounded on the SE., & SW., along lines 1-2-3-4 by Lot 5374-F-9 (Road 3.00m. wide); on the NW., along line 4-5 by Lot 5394-F-2, on the NE. along line 5-1 by Lot 5394-F-1, all of the subdivision plan. Beginning at a point marked "1" on plan being N. 47 deg. 48'W., 327.38 m. from BLLM No. 1, (Pardo) Cebu Cadastre thence S. 52 deg. 46'W., 13.02 m. to point 2; thence N. 83 deg. 22'W., 1.99 m. to point 3; thence N.39 deg. 52'W., 10.45m. to point 4, thence N. 58 deg. 46'E., 14.42m. to point 5; thence S. 40 deg. 35'E., 10.33m. to point of beginning. Containing an area of ONE HUNDRED FIFTY EIGHT (158) SQUARE METERS, more or less. All points referred to are indicated on the plane marked on the ground by P.S. cyl. Conc. Mons. 15x40 cms. Bearings true. Date of the original survey, Dec. 1910-Feb. 1912 and that of the subdivision survey executed by Geodetic Engr. Epifanio C. Dabalos on May 29, 2004 and approved Feb. 24, 2005"[5]

Plaintiffs wanted to buy the subject property since it is adjacent to their property. Defendant So surrendered the duplicate original copy of TCT No. 176337 to plaintiffs to allegedly evince the consummation of their agreement.[6] In consideration of the alleged agreement, plaintiffs agreed to provide water and electrical connection to defendant So and his family.[7] This arrangement went on for more than a year.[8] Plaintiffs

alleged that they agreed with defendant So on the selling price of the subject property to be at PhP 5,000.00 per square meter or a total purchase price of PhP 790,000.00, to be paid by January 15, 2007.[9]

On the evening of January 10, 2007, defendant So asked plaintiffs to hand over his duplicate original copy of TCT No. 176337 purportedly for photocopying purposes.[10] Plaintiffs later found out that defendant So had sold the property to defendant spouses Segundinos at a selling price of PhP 5,500.00 per square meter. On January 17, 2007, plaintiff Clemente Sari, Jr. executed an Affidavit of Adverse Claim against the subject property and had the same registered with the Office of the Register of Deeds of Cebu City.[11] Plaintiffs filed a complaint with the Office of the Barangay Captain of Barangay Poblacion, Pardo, Cebu City, against defendants.[12] No settlement was reached. After the February 16, 2007 Certification to File Action was issued, plaintiffs filed a complaint with the RTC.

In their September 29, 2008 Amended Answer (with Compulsory Counterclaim), defendants denied the existence of a contract to sell but instead averred that the transaction between defendant So and plaintiffs involved a contract of loan.[13] Defendant So left his copy of TCT No. 176337 with plaintiffs as collateral for a loan he obtained from plaintiffs in the amount of PhP 25,000.00.[14] In support thereof, he presented an acknowledgment receipt signed by plaintiff Clemente wherein the latter certified his receipt of the TCT as collateral.[15]

Defendant So denied that he ever benefited from any electrical and water connections allegedly provided by plaintiffs.[16] He countered that he offered the subject property for sale "preferably to the plaintiffs"[17] since the latter had previously bought a parcel of land in November 2005 formerly belonging to defendant So. The subject real property was also openly offered for sale to other prospective buyers.[18] After many days passed and plaintiffs still had not given any monetary consideration for the subject property, defendant So met the spouses Edwin and Gemma Segundino, who, after negotiation, eventually purchased the subject property on January 16, 2007. On March 4, 2007, a TCT was issued to the spouses Segundinos.

Trial then followed and plaintiffs presented the following witnesses:

(a) Plaintiff Clemente, a graduate of Mechanical Engineering, testified that in late December or early January 2007, defendant So offered to sell him the subject property at PhP 5,000.00 per square meter[19] and that they agreed that Clemente will pay the full amount thereof on January 15, 2007.[20]

Clemente explained that on January 13, 2007, he informed defendant Gemma that he "will be the one to buy"[21] the subject property. Defendant Gemma replied that she had no knowledge of the same.

During cross-examination, Clemente admitted that: (a) when he supplied water and electricity to Eva, he never secured permission from VECO or MCWD;[22] and (b) he was unable to produce any document to quantify how much water and electric supply was consumed by Eva.[23]

On re-direct examination, Clemente explained how he provided electrical and water supply, to wit:

"xxx

A: Everyday I put a hose from my house to his house. For the electricity, I have an outlet connecting from my house to his house.

xxx"[24]

(b) Diego Artes, 73 years old, a construction foreman and neighbor of plaintiffs and defendant So, testified that on January 13, 2007, he approached defendant Gemma as she was looking at the subject property and informed her that Clemente "will be the one to purchase the lot,"[25] to which defendant Gemma replied that she was not aware of the same. He affirmed that he saw the electrical wires passing from the house of Clemente to the house of So and also the connection of the water hose in between the said houses.[26]

Diego testified that during the January 22, 2007 hearing at the Barangay hall, he heard defendants admit that there was a verbal agreement that Clemente "will be the one to buy the lot." [27]

On cross-examination, Diego admitted that: (a) So had a live-in partner other than Eva; [28] and (b) it was only Clemente who informed him of the purpose of the wires connected between Clemente's house and Eva's since he was not present when the alleged verbal agreement took place between Clemente and So. [29] Upon clarificatory questioning by the RTC regarding the alleged verbal agreement, Diego testified:

"Court: You said that the agreement between plaintiffs Spouses Sari and defendant Duane So was a verbal agreement?

Witness: Yes, your Honor.

Court: And you heard this from the mouth of Duane So because it was verbal?

Witness: There was minutes of the hearing, your Honor.

Court: So, the minutes of the hearing was not signed by Duane So and Clemente Sari?

Witness: I am not aware if there were signatures made by them, your Honor." [30] (underscoring supplied)

(c) Evangeline Dela Cuesta testified that she was So's live-in partner from 1991 to 2007 and that they have two children. Sometime in January 10, 2007, she went to see the spouses Segundinos to pawn a DVD component and borrow PhP 5,000.00. In the course of the same, she told Gemma "not to worry on the repayment because our house and lot will be already paid by Jun [Clemente] Sari." [31] Eva affirmed that Clemente provided her with water and light services for a year. [32]

(d) Fermin Garbo, a security guard of Banco Filipino and Lupon member of Barangay Pardo, Cebu City, testified that the first hearing of the Lupon, which was composed of Leo Caballa, Naro Solatorio and himself, was conducted on January 22, 2007. [33] Present during the said hearing were Clemente, "Diego and his companion and respondent Edna and Gemma Segundino together with Duanne So." [34] He explained that So admitted at the hearing that "as owner of the subject lot, he agreed to sell to Jun Sari the lot but it was only a verbal agreement." [35] Thus, he noted on the Minutes of the said hearing that "[a]ng Tag-iya sa yuta misulti si Jun Sari ang mopalit sa yuta P5,000.00 per square meter pero verbal lang, walay pinirmahan." [36]

On cross-examination Fermin explained that the Minutes of the Barangay hearing, which he prepared, did not contain So's signature because he did not sign; neither did it contain the spouses Segundinos' signatures. [37] He claimed that he did not bother asking the Segundinos to sign the Minutes since they were asked to come back for the third hearing but on the said day, the spouses failed to appear.

Defendants, for their part, presented the following witnesses:

(a) Defendant Gemma Segundino, a high school graduate and businesswoman, testified that two or three days after payment of the purchase price of the subject property, she and her husband went to check the property in relation to their plan to erect a wall thereon. [38] In the course of doing the same, Diego Artes introduced them to Clemente.

On cross-examination, defendant Gemma admitted that it was only after the said visit and investigation of the lot that she paid So the amount of PhP 395,000.00. [39]

(b) Defendant Duane Q. So, 39 years old, a first year student in a computer science course, [40] testified that he sold the subject property to the Segundinos on January 16, 2007. [41] He testified that 15 days prior thereto [42], he first offered the subject property to plaintiffs but no sale occurred, to wit:

"Atty. Mansanadez: How much is the counter offer if any, made by Mr. Clemente Sari, Jr.?"

Witness: P1,785 pesos. He bargained the same amount which he bought from the previous sale of my property.

Atty. Mansanadez: What was your reaction of the bargain?

Witness: I declined.

xxx

Court: Why do you said [sic] earlier he did not show any money and now, you said he bargained the price. Which is which?

Witness: The truth is that I offered him P2,500.00 per square meter but he did not go after that amount."[43] (underscoring supplied)

So explained that after the execution of the deed of sale with the spouses Segundinos, he took the title to the subject property from defendants and delivered it to the Segundinos.[44] He had left the title with plaintiffs when he borrowed money from them amounting to PhP 25,000.00.[45] Even after full payment of the loan, he left the title with plaintiffs for the latter's safekeeping as suggested by plaintiff Clemente.[46]

On cross-examination, So: (a) affirmed that no agreement was reached between him and plaintiffs with respect to the purchase price of the subject property; and (b) denied that he was present during the conciliation proceedings at the Barangay[47], to wit:

" xxx

A: It was me who offered Jun Sari Jr. at 2,500.00 square meter but he did not agree with that amount instead the Segundino's [sic] who were willing to buy at 2,500.00."[48]

In its July 11, 2011 Decision, the RTC ruled in favor of defendants. On August 1, 2011, plaintiffs timely filed a Notice of Appeal therefrom.

In their July 9, 2012 Appellants' Brief, plaintiffs-appellants ascribed the following errors on the part of the lower court[49]:

ISSUES

I. THE COURT A QUO ERRED IN HOLDING THAT THERE NEVER WAS A PERFECTED CONTRACT BETWEEN PLAINTIFFS AND DEFENDANT DUANE SO FOR THE SALE OF LOT 5394-F-6.

II. THE COURT A QUO ERRED IN HOLDING THAT THE SUPPLY OF WATER AND ELECTRICAL CONNECTION PROVIDED BY PLAINTIFFS TO THE HOUSE WHERE DEFENDANT DUANE SO'S CHILDREN RESIDE CANNOT BE INTERPRETED AS HAVING BEEN SUFFICIENT TO ESTABLISH PART PERFORMANCE TO TAKE THE CONTRACT OUT OF THE STATUTE OF FRAUDS.

III. THE COURT A QUO ERRED IN NOT HOLDING DEFENDANT SPOUSES SEGUNDINO PURCHASERS IN BAD FAITH.

IV. THE COURT A QUO ERRED IN NOT HOLDING THE DEFENDANTS LIABLE FOR MORAL DAMAGES.

V. THE COURT A QUO ERRED IN NOT HOLDING THE DEFENDANTS LIABLE FOR EXEMPLARY DAMAGES.

THE COURT'S RULING

The appeal is bereft of merit.

I. The Appellants' Brief fails to make page references to the record in violation of Rule 44 of the Rules of Court.

Preliminarily, We note fatal procedural defects in appellants' appeal brief that warrant its outright dismissal. Rule 44, Sec. 13 of the Rules of Court requires an appellant's brief to contain the following:

"SEC. 13. Contents of appellant's brief. " The appellant's brief shall contain, in the order herein indicated, the following:

(a) A subject index of the matter in the brief with a digest of the arguments and page references, and a table of cases alphabetically arranged, textbooks and statutes cited with references to the pages where they are cited;

xxx

(c) Under the heading "Statement of the Case," a clear and concise statement of the nature of the action, a summary of the proceedings, the appealed rulings and orders of the court, the nature of the judgment and any other matters necessary to an understanding of the nature of the controversy, with page references to the record;

(d) Under the heading "Statement of Facts," a clear and concise statement in a narrative form of the facts admitted by both parties and of those in controversy, together with the substance of the proof relating thereto in sufficient detail to make it clearly intelligible , with page references to the record; xxx (f) Under the heading "Argument," the appellant's arguments on each assignment of error with page references to the record. The authorities relied upon shall be cited by the page of the report at which the case begins and the page of the report on which the citation is found; xxx" (underscoring supplied)

Here, the Appellants' Brief contains the following: (a) Table of Contents;[50] (b) Statement of the Case;[51] (c) Statement of Facts;[52] (d) Assignment of Errors;[53] (e) Discussion;[54] and (f) Prayer[55]. However, We note the following material procedural deficiencies therein:

(a) The Table of Contents failed to indicate the cases, textbooks and statutes cited in the brief with references to the pages where they are cited;[56]

(b) The summary of the proceedings before the RTC that was narrated in the Statement of the Case made no references to the record;[57]

(c) The statement of the facts of the case made no references to the record;[58]

(d) The discussion of appellants' arguments and their corresponding documentary evidence in support thereof made no references to the record.[59]

The Rules of Court is explicit that the failure to make page references to the record is fatal to an appeal and warrants its dismissal, to wit:

"SECTION 1. Grounds for dismissal of appeal. " An appeal may be dismissed by the Court of Appeals, on its own motion or on that of the appellee, on the following grounds:

xxx

(f) Absence of specific assignment of errors in the appellant's brief, or of page references to the record as required in section 13, paragraphs (a), (c), (d) and (f) of Rule 44;

xxx"[60] (underscoring supplied)

Here, appellants merely narrated their statement of the case and the facts, making several references to pleadings, documents and contracts without indicating specific page references to the record, in violation of the foregoing

rule. Appellants made several arguments and cited documentary evidence in support thereof without pointing to specific parts of the record wherein such documentary evidence may be found.

A statement of the case serves to give the appellate tribunal an overview of the judicial antecedents of the case, providing material information regarding the nature of the controversy, the proceedings before the trial court, the orders and rulings elevated on appeal, and the judgment itself.[61] The said information serves to facilitate the appellate court's appraisal of the case.[62]

The requirement for the statement of facts to make page references to the record is not an empty one.[63] A statement of fact that is unaccompanied by a page reference to the record may be presumed to be without support in the record and may be stricken or disregarded altogether.[64]

Despite the foregoing fatal procedural defects, We will rule on the merits of the instant appeal in order to avoid any doubt thereon.

II. Appellants failed to prove the existence of a contract of sale.

From the allegations in the Amended Complaint and the relief sought therein, it appears that appellants' action is actually one for specific performance to enforce a contract of sale allegedly executed in their favor. Appellants seek to hold So liable for breach of contract when the latter sold the subject property to the spouses Segundinos. Appellants posit that a contract of sale was perfected between them and So and such contract was partly executed when appellants paid a portion of the consideration thereof in the form of their provision of electrical and water connection to So.

There is therefore a need to determine the following: (a) the existence of a perfected contract of sale; (b) if there is, does the said contract come within the purview of Art. 1403 of the Civil Code; and (c) is appellee So bound by the said contract.

We hold that appellants failed to prove the perfection of a contract of sale over the subject property. Consequently, the issue of the contract's enforceability becomes irrelevant and it is unnecessary for Us to resolve the same.

To prove the existence of a perfected contract of sale between appellants and So, appellants point to So's alleged admission during the conciliation proceedings in the Barangay.[65] Appellants assert that the alleged contract of sale was supported by a consideration since they provided for So's electricity and water supply.[66]

A contract of sale is one where one party undertakes the obligation to transfer the ownership of and to deliver a determinate thing and the other to pay a price certain in money or its equivalent.[67] It is perfected at the moment that there is a meeting of minds upon the thing which is object of the contract and upon the price.[68]

In civil cases, the plaintiff has the burden of proof to establish his/her case by a preponderance of evidence, or that evidence which is of greater weight or more convincing than that which is offered in opposition to it.[69] In order to prove the perfection of the sale, appellants have to overcome the quantum of proof required and prove the following essential elements of a contract of sale: (a) appellee So's consent to the sale; (b) of the subject property; and (c) the purchase price.

Notably, appellants never presented any person, other than themselves, that was present during the time that they verbally agreed with So on the terms of the alleged contract of sale. Instead, appellants presented the Minutes of a hearing conducted at the Barangay wherein So purportedly admitted during the first hearing about the perfection of the sale.

We cannot extend any evidentiary weight on the purported admission in the Minutes considering that the contents

therein appear dubious. First, on its face, the Minutes is undated and unclear to which hearing date it pertains to. Appellants rely on Mr. Garbo's annotation therein to show a purported admission by So as to a verbal agreement for plaintiffs to buy the subject property at PhP 5,000.00 per square meter. Since it was undated and bereft of any details on what went on during the hearing, We cannot consider this strictly as "minutes" of a hearing to establish the purported admission made by So.

Second, aside from the Lupon members' and appellant Clemente's signatures, the purported Minutes do not contain the signatures of the other attendees to the hearing. We find Mr. Garbo's explanation as to why he did not ask the said attendees to sign the Minutes dubious considering that all the Lupon members signed thereon, including appellant Clemente himself. If the said attendees had refused to sign, Mr. Garbo failed to explain why the same was not noted on the Minutes. Thus, it becomes altogether doubtful whether So was even present during the hearing wherein he made the purported admission.

With respect to the purchase price, We find that the record is bereft of any evidence to show that appellants and So ever arrived at an agreement thereto. Appellants claim that their provision of electrical and water connection to Eva was already partial payment of the consideration for the sale and a manifestation of the perfection of the contract.

We cannot give credence to appellants' claim. It is less important to determine whether electrical and water supply was actually provided; what gains importance is the clarity of the intention of the parties as to why the same was provided. Here, there is no clear showing that the supply was given as partial payment for the subject property.

Indeed, other than appellants' self-serving claim, appellants never adduced proof to show that So acknowledged receipt of the electrical and water supply as partial payment for the subject property. It is even unclear: (a) how appellants were to quantify the said supply and deduct the same from the purchase price; and (b) what is the balance of the purchase price that appellants were to pay.

We note that in their previous transaction with So, appellants obtained acknowledgment receipts over their partial payments of the purchase price, with a clear statement of the subject matter relative to the payment.[70] Considering the length of time that they claimed to have given the electrical and water supply and that appellant Clemente is a college graduate as opposed to So who is a freshman in a computer science course[71], appellants failed to adequately explain why they never asked for any form of acknowledgment from So. Such acknowledgment receipts would have facilitated a clearer determination of the parties' intention as regards the payment or receipt of the purported consideration for the sale. Alternatively, an acknowledgment receipt would establish: (a) the provision of electrical and water supply to So; and (b) that the provision thereof was an installment payment for the purchase of the subject property.

Appellants' evidence is therefore inadequate to prove the perfection of a contract of sale over the subject property. The application of the Statute of Frauds presupposes the existence of a perfected contract of sale; the foregoing discussion shows that there is none. There can therefore be no basis for its application. Consequently, appellants' arguments regarding the enforceability of the contract become irrelevant to the resolution of this case.

III. Appellants' action for reconveyance is improper.

Appellants seek to annul the sale made to the spouses Segundinos on the basis of the latter's alleged bad faith in their registration of the property.

Appellants maintain that the spouses Segundinos are buyers in bad faith since they had prior knowledge of the contract of sale between appellants and So. In support thereof, appellants point to the testimonies of their witnesses that show that the spouses Segundinos knew as early as January 13, 2007, or three days prior to their

execution of the Deed of Sale, of the earlier sale to appellants of the subject property.[72] On this basis, appellants claim that the registration of the sale in favor of the spouses Segundinos did not transfer ownership of the property to them.

An action for reconveyance is based on Art. 434 of the Civil Code which requires that: (a) the property must be identified; and (b) the plaintiffs must rely on the strength of their title and not on the weakness of the defendant's claim. In order for this action to prosper, it is indispensable that the plaintiffs must fully prove their ownership of the thing claimed and the identity of the same.[73]

In the instant case, the identity of the subject property is not disputed. However, appellants failed to prove their ownership thereof.

Art. 1477 of the Civil Code provides that ownership of the thing sold is transferred to the buyer upon the actual or constructive delivery thereof. In the sale of a parcel of land, the delivery thereof may be made by placing the buyer in control and possession of the land (actual) or by embodying the sale in a public instrument (constructive).[74]

On the basis of Our foregoing finding on appellants' failure to prove a perfected contract of sale over the subject property, appellants' action for reconveyance is evidently improper. Their claim of ownership purportedly stemming from the alleged sale has no basis to stand on.

Assuming for the sake of argument that there was a prior sale to appellants, no bad faith can be properly imputed against the spouses Segundinos.

A person dealing with registered land may safely rely on the correctness of the certificate of title thereof and the law does not oblige him to go beyond the face of the same to determine the condition of the property.[75] Generally, one is considered a buyer in good faith when he/she has examined the latest certificate of title, except when there are important facts that would create suspicion in an otherwise reasonable person to go beyond the present title and investigate those that precede it.[76] In this regard, it has been held that the actual, visible and public possession of the land by another person, other than the vendor, should put the buyer on guard; the latter's failure to take the ordinary precautions which a prudent person would have taken under the circumstances constitutes gross negligence amounting to bad faith.[77]

Here, it was only reasonable for the spouses Segundinos to rely on the TCT, which was then free of any encumbrances at the time of their execution of the Deed of Sale. The factual circumstances of the case did not require them to look beyond the face of the TCT. When appellants informed the spouses Segundinos that they bought the subject property, it was only reasonable for the latter not to rely on the same considering that: (a) appellants were not in possession of the subject property; and (b) despite alleging a prior sale, appellants only annotated their alleged claim after the Deed of Sale to the spouses Segundinos was executed.

In summary, So cannot be held liable for breach of a contract the perfection of which appellants failed to prove to any degree. The absence of a perfected contract of sale renders it unnecessary for Us to resolve the issue as to its enforceability. Furthermore, appellants' filing of an action for reconveyance was improper since they never established their ownership over the subject property.

WHEREFORE, the appeal is DENIED. The July 11, 2011 Decision of the Regional Trial Court of Cebu City, Branch 21 in Civil Case No. CEB-33410 is AFFIRMED. No costs.

SO ORDERED.

Quijano-Padilla, and Azcarraga-Jacob, JJ., concur.

- [1] Penned by Judge Eric F. Menchavez.
- [2] Rollo, p. 65.
- [3] Record, p. 2.
- [4] Par. 2.1, 2.2; Id. at p. 3.
- [5] Id. at p. 18.
- [6] Id. at p. 5.
- [7] Id. at pp. 131-132.
- [8] Id. at p. 132.
- [9] Record, p. 132.
- [10] January 16, 2007 Deed of Absolute Sale; Record, pp. 255-256.
- [11] Id. at p. 134.
- [12] Ibid.
- [13] Record, p. 170.
- [14] Ibid.
- [15] Record, p. 252.
- [16] Id. at p. 172.
- [17] Id. at p. 174.
- [18] Ibid.
- [19] Record, p. 27.
- [20] Id. at p. 28.
- [21] Id. at p. 36.
- [22] April 7, 2009 Transcript of Stenographic Notes, pp. 5-6.
- [23] Id. at p. 6.
- [24] May 8, 2009 Transcript of Stenographic Notes, p. 4.
- [25] August 3, 2009 Transcript of Stenographic Notes, pp. 3, 12, 16.
- [26] Id. at p. 22.
- [27] Id. at p. 23.
- [28] Id. at p. 25.

[29] Id. at p. 28.

[30] Id. at pp. 29-30.

[31] September 14, 2009 Transcript of Stenographic Notes, p. 12.

[32] Id. at p. 19.

[33] August 9, 2010 Transcript of Stenographic Notes, pp. 10-12.

[34] Id. at p. 12.

[35] Id. at p. 15.

[36] Ibid.; In English, this phrase translates to, "The owner of the land said that Jun Sari will buy the land at P5,000.00 per square meter but the same was only verbal; nothing was signed."

[37] September 13, 2010 Transcript of Stenographic Notes, pp. 15, 17.

[38] February 12, 2010 Transcript of Stenographic Notes, p. 6.

[39] Id. at p. 5.

[40] April 5, 2010 Transcript of Stenographic Notes, p. 3.

[41] Id. at pp. 11, 15.

[42] Id. at p. 16.

[43] Id. at pp 17-18, 20-21.

[44] Id. at pp. 24-25.

[45] Id. at p. 25.

[46] Id. at p. 30.

[47] Id. at pp. 24-27.

[48] April 26, 2010 Transcript of Stenographic Notes, p. 22.

[49] Rollo, p. 19.

[50] Rollo, pp. 7-8.

[51] Id. at pp. 9-11.

[52] Id. at pp. 11-18.

[53] Id. at p. 19.

[54] Id. at pp. 20-59.

[55] Id. at p. 59.

[56] Rollo, pp. 7-8.

[57] Id. at pp. 9-10.

[58] Id. at pp. 11-18.

[59] Id. at p. 25.

[60] Rules of Court, Rule 50, Sec. 1.

[61] De Liano, et al. v. Tango, et al., G.R. No. 142316, November 22, 2001, 370 SCRA 363

[62] Ibid.

[63] Id. at p. 364.

[64] Ibid.

[65] Rollo, pp. 21, 25.

[66] Id. at pp. 25-26, 36.

[67] Civil Code, Art. 1458.

[68] Civil Code, Art. 1475.

[69] Rules of Court, Rule 133, Sec. 1; Arbizo v. Sps. Santillan, G.R. No. 171315, February 26, 2008, 546 SCRA 622.

[70] Record, pp. 294, 299-300.

[71] April 5, 2010 Transcript of Stenographic Notes, p. 3.

[72] Id. at pp. 53-54.

[73] Spouses Ca"ezo v. Spouses Bautista, G.R. No. 170189, September 1, 2010, 629 SCRA 585-586

[74] See Spouses Dalion v. Sabesaje, Jr., et al., G.R. No. 78903, February 28, 1990, 182 SCRA 878.

[75] See Spouses Sarmiento, et al. v. Rodeanna Realty Corporation, et al., G.R. No. 152627, September 16, 2005, 470 SCRA 122.

[76] Id. at p. 122-123.

[77] Id. at p. 123.

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