PHILIPPINE SAVINGS BANK, PETITIONER-APPELLEE, V. SPOUSES EDUARDO ERNACIO AND VILDA ERNACIO, OPPOSITORS-APPELLANTS.

Ponente: ELBINIAS, J.

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ELBINIAS, J.:

Questioned in this Appeal[1] under Rule 41 of the Rules of Court is the Order[2] dated December 21, 2011 of the Regional Trial Court of Biñan City, Laguna, Branch 25 (“lower court” for brevity) in LRC Case No. B-4993 for the “ISSUANCE OF WRIT OF POSSESSION UNDER SECTION 7 OF ACT NO. 3135 AS AMENDED, OVER THE PROPERTY/IES COVERED BY TRANSFER CERTIFICATE OF TITLE NO/S. T-658106 OF THE REGISTRY OF DEEDS OF CALAMBA CITY IN THE NAME OF SPS. EDUARDO ERNACIO AND VILDA ERNACIO.”[3] The Appeal also questions the lower court's Order[4] dated May 23, 2012, which denied oppositors-appellants' eventual Motion for Reconsideration.[5]

The antecedent facts are as follows:

On January 19, 2010, oppositors-appellants Spouses Eduardo Ernacio and Vilda Ernacio (“oppositors-appellants” for brevity) obtained a loan from petitioner-appellee Philippine Savings Bank (“petitioner-appellee” for brevity) evidenced by a Promissory Note.[6] To secure the payment of the loan, oppositors-appellants executed a Real Estate Mortgage[7] (“REM” for brevity) dated January 19, 2010, mortgaging to petitioner-appellee their property covered by Transfer Certificate of Title No. T-658106[8] (“subject property” for brevity) located at Calamba City, Laguna.

Oppositors-appellants failed[9] to pay their loan in accordance with the provisions of the Promissory Note[10] and the REM,[11] despite petitioner-appellee's Demand Letter[12] dated August 9, 2011 for oppositors-appellants to pay.[13]

Thus, on September 3, 2010, petitioner-appellee filed before the Honorable Executive Judge of the Regional Trial Court of Biñan, Laguna, thru the Clerk of Court and Ex Officio Sheriff, an “Application for Extrajudicial Foreclosure of Real Estate Mortgage under Act No. 3135, as Amended”[14], against oppositors-appellants' subject property.

Petitioner-appellee was declared as the highest bidder in the auction sale. Afterwards, a Certificate of Sale[15] was issued on November 5, 2010 in favor of petitioner-appellee, and was registered with the Register of Deeds of Calamba City on November 11, 2010.[16]

On September 12, 2011, petitioner-appellee filed before the lower court an ex parte Petition for the “ISSUANCE OF A WRIT OF POSSESSION UNDER SECTION 7 OF ACT No. 3135, AS AMENDED OVER THE PROPERTY/IES COVERED BY Transfer Certificate of Title No/s. T-658106 OF THE REGISTRY OF DEEDS OF CALAMBA CITY IN THE NAME OF SPS. EDUARDO ERNACIO AND VILDA ERNACIO”[17] (“Petition for the Issuance of a Writ of Possession” for brevity).

Oppositors-appellants failed to redeem the subject property within one (1) year from the registration of the Certificate of Sale on November 11, 2010.[18]

On December 21, 2011, the lower court issued its first assailed Order,[19] which granted petitioner-appellee's Petition for the Issuance of a Writ of Possession. The dispositive portion of the Order decreed:

> "WHEREFORE, in view of the foregoing, let a writ of possession issue over the subject property located at the Municipality of Sta. Rosa, Laguna covered by Transfer Certificates (sic) of Title No. T-658106 in favor of the petitioner.
>
> Let copy of this order be furnished by registered mail with return card to Atty. Gilbert Gordove and petitioner.
>
> SO ORDERED."[20] (Emphasis was made in the original)

After oppositors-appellants' Motion for Reconsideration[21] was denied by the lower court in its other assailed Order[22] dated May 23, 2012, oppositors-appellants filed the Appeal[23] at bench, praying that:

> "Na, dahil sa mga nabanggit at paliwanag sa itaas ay mapitagan ko pong ipinapanalangin ang mga sumusunod sa Kagalang galang na DUMIDINIG sa kaso naming ito na:
>
> 1. Balewalain ang inilunsad na foreclosure proceedings at maging and iniisyung (sic) Certificate of Sale sa PHILIPPINES (sic) SAVINGS BANK INC..
>
> 2. Balewalain at/o bawiin ang iniisyung WRIT OF POSSESSION ni Kagalang galang Judge TEODORO N. SOLIS noong May 23, 2012 at maglabas ng bagong kautusan na nangsasabing (sic) illegal ang pagkaka-foreclose ng nakasanla naming titulo at iba pa naming ari-arian;
>
> 3. I-utos ng Kagalang galang na DUMIDINIG na ang dapat na babayaran lamang namin ay ang halagang bago ang ipinadalang Demand Letter/Notice of Foreclosure noong August 04, 2010 at kung bakit wala kaming mailagay na halaga dito ay dahil sa ayaw magbigay ng hinihingi naming mga dokumento ang PS BANK.
>
> 4. Panalangin ko din po ang iba pang disisyon na sa tingin ng Kagalang-galang na DUMIDINIG ay makakabuti sa amin."[24]

The Appeal raised the following issues:

> "A. HINDI DAPAT NA IPINORCLOSED ANG NAKASANLA KONG TITULO NA NASA TRANSFER CERTIFICATE OF TITLE NO. T-658106 DAHIL NAKAPAGBAYAD NA KAMI
>
> B. WALANG DUE PROCESS NA IBINIGAY SA AMIN ANG PHILIPPINE SAVINGS BANK INC. AT NILABAG NILA ANG SECTION 1, ARTICLE III BILL OF RIGHTS NA NAKASAAD SA SALIGANG BATAS"[25]

Despite the failure of petitioner-appellee to file its Appellee's Brief, it is nevertheless Our "primary duty to render or dispense justice"[26] in this case in accordance with the facts and the law.

At the outset, the Appeal is dismissible, because of oppositors-appellants' failure to include a Subject Index and Assignment of Errors in their Appellants' Brief. Such Subject Index and Assignment of Errors are required under Section 13 (a and b), Rule 44 of the Rules of Court, to wit:

> "SEC. 13. Contents of appellant's brief.- The appellant's brief shall contain, 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;

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> (b) An assignment of errors intended to be urged, which errors shall be separately, distinctly and concisely stated without repetition and numbered consecutively;" (Emphasis was made in the original)

The absence of such Subject Index and Assignment of Errors is fatal to the Appeal at bench, considering that such absence is one of the grounds for the dismissal of an Appeal pursuant to Section 1 (f), Rule 50 of the Rules of Court, to wit:

> "SEC. 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:
>
> (f) Absence of specific assignment of errors in the appellant's brief, or of page references to the records as required in section 13, paragraphs (a), (c), (d) and (f) of Rule 44;" (Emphasis Supplied)

That oppositors-appellants' failure to include a Subject Index and Assignment of Errors in their Appellants' Brief warrants the dismissal of their Appeal was similarly declared by the Supreme Court in Adelia C. Mendoza and as Attorney-in-Fact of Alice Malleta vs. United Coconut Planters Bank, Inc., G.R. No. 165575, February 2, 2011:

> "In this case, the Appellants' Brief of petitioners did not have a subject index. The importance of a subject index should not be underestimated. De Liano v. Court of Appeals declared that the subject index functions like a table of contents, facilitating the review of appeals by providing ready reference. It held that:
>
> [t]he first requirement of an appellant's brief is a subject index. The index is intended to facilitate the review of appeals by providing ready reference, functioning much like a table of contents. xxx The subject index makes readily available at one's fingertips the subject of the contents of the brief so that the need to thumb through the brief page after page to locate a party's arguments, or a particular citation, or whatever else needs to be found and considered, is obviated.

Moreover, the Appellants' Brief had no assignment of errors, but petitioners insist that it is embodied in the 'Issues' of the brief. The requirement under Section 13, Rule 44 of the 1997 Rules of Civil Procedure for an 'assignment of errors' in paragraph (b) thereof is different from a 'statement of the issues of fact or law' in paragraph (e) thereof. The statement of issues is not to be confused with the assignment of errors, since they are not one and the same; otherwise, the rules would not require a separate statement for each. An assignment of errors is an enumeration by the appellant of the errors alleged to have been committed by the trial court for which he/she seeks to obtain a reversal of the judgment, while the statement of issues puts forth the questions of fact or law to be resolved by the appellate court.

xxx

> Some may argue that adherence to these formal requirements serves but a meaningless purpose, that these may be ignored with little risk in the smug certainty that liberality in the application of procedural rules can always be relied upon to remedy the infirmities. This misses the point. We are not martinets; in appropriate instances, we are prepared to listen to reason, and to give relief as the circumstances may warrant. However, when the error relates to something so elementary as to be inexcusable, our discretion becomes nothing more than an exercise in frustration. It comes as an unpleasant shock to us that the contents of an appellant's brief should still be raised as an issue now. There is nothing arcane or novel about the provisions of Section 13, Rule 44. The rule governing the contents of appellants' briefs has existed since the old Rules of Court, which took effect on July 1, 1940, as well as the Revised Rules of Court, which took effect on January 1, 1964, until they were superseded by the present 1997 Rules of Civil Procedure. The provisions were substantially preserved, with few revisions.
>
> In fine, the Court upholds the Resolutions of the Court of Appeals dismissing the appeal of petitioners on the ground that their Appellants' Brief does not comply with the requirements provided in Section 13, Rule 44 of the 1997 Rules of Civil Procedure, as the dismissal is supported by Section 1 (f), Rule 50 of the 1997 Rules of

Civil Procedure and jurisprudence." (Emphasis Supplied)

Even assuming that oppositors-appellants had substantially complied with the requirements of an Appeal, still, oppositors-appellants' allegations on the merits are unavailing.

Contrary to oppositors-appellants' allegations in their assigned issue A., the lower court properly issued the Writ of Possession in favor of petitioner-appellee.

Oppositors-appellants had argued that:

"19.1. 'HINDI I-RERELEASE ANG INYONG INUUTANG KAPAG HINDI MUNA KAYO MAGBABAYAD NG INYONG BUWANANG HULOG'. Ito ang malinaw na itinakdang kondisyon ng PS BANK sa amin kaya kung titignan, dahil serye ang ginawang pagrerelease ng PS BANK sa inutang kong Php 2,170,000.00, imposible ang sinabi nito na hindi kami nagbabayad ng aming buwanang hulog dahil kakabit ng seryeng pagrerelease ng inutang kong Php 2,170,000.00 ang sinasabi nilang hindi nila ibibigay and susunod na release ng aking loan kung hindi muna kami magbabayad ng aming buwanang hulog. Bayad ako mula buwan ng February hanggang May 2010 at makikita ito sa ginawang serye ng pagrerelease na nagsimula ng buwan ng January 22, 2010 (Php 141,070), February 19, 2010 (Php 602,165.89), March 26, 2010 (Php 604,104.74) at May 07, 2010 (Php 600,971.43) xxx. Dahil noong May 07, 2010 ang huling release ng aming loan (Php 600,907.43) ay nakapagbayad pa ako para sa buwan ng June 2010. Buwan ng July ay hindi kami nakapagbayad dahil sa may kagyat at importante kaming pinagkagastusan ngunit ikalawang linggo ng Agosto ay pumunta kami sa bangko upang muling magbayad ngunit sinabihan kami ng PS BANK na foreclosed na ang aming pagkaka-utang at sa abogado na lang kami makipag-usap.

20. Nagbabayad kami at makikita ang patunay nito sa itaas! Hindi kami nakabayad ng buwan ng July 2010 dahil sa may importante kaming pinagkagastusan ng buwang ito. Ang pagpunta namin ng ikalawang linggo ng Agosto 2010 para magbayad ay pagpapakita na nais naming magpatuloy sa ginagawa naming pagbabayad. Ang muli naming pagbalik ng ikalawang hati ng buwan ng [A]gosto ay may intensiyon at layuning ilinaw at igiit sa bangko na nakakabayad (sic) kami... tanggapin ang ibinabayad namin para sa buwan ng July 2010 at ibigay sa amin ang resibo ng mga binayaran namin mula February hanggang June 2010 at iba pang dokumento na kaugnay ng aming utang, ang nakakalungkot... sa halip na tugunan ang legal, may batayan at makatarungan naming kahilingan, sinagot kami ng kausap naming taga PS BANK na dahil foreclosed na ito... ipinoproseso na ng legal para ilipat sa pangalan ng bangko ang aming isinanlang titulo.

20.1. Ginawa namin ang paglilinaw at paggiit na ito sa bangko upang maipakita sa kanila na mali ang ginawa nilang pagpo-foreclosed sa aming utang at nakasanlang titulo at maipakita rin sa bangko na hindi namin basta iiwanan ang aming legal na karapatan sa isinanla naming bahay at lupa at dahil illegal ang foreclosure na ginawa nila, dapat lamang na payagan nila na maipagpatuloy namin ang aming buwanang pagbabayad.

20.2. BUKOD SA NAKAPAGBAYAD KAMI MULA FEBRUARY 2010 HANGGANG JUNE 2010... KAPAG IDINAGDAG PA ANG KINALTAS NA HALAGANG PHP 221,688.00 simula January 22 hanggang noong May 07, 2010 SA MGA NAIBAYAD NA NAMIN... ang nabayaran namin mula February hanggang June 2010 ay madadagdagan ng pitong buwan at kalahati (7.5 mos) mula July 2010 hanggang kalahating buwan ng March 2011 kung ang ibabayad namin ay Php 29,281.00 xxx;

20.3 Dahil nakapagbabayad kami... WALANG TUNTUNGAN AT LEGAL NA BATAYAN ang ipinadalang Notice of Foreclosure noong August 04, 2010 xxx at ang lahat ng prosesong sumunod pa dito ay nawalang (sic) din ng tuntungan at legal na batayan tulad ng isinumiteng APPLICATION FOR EXTRA JUDICIAL FORECLOSURE OF REAL ESTATE MORTGAGE UNDER ACT NO. 3135 AS AMENDED noong September 03, 2010 xxx ... ang buong proseso ng Notice of Extra-Judicial Foreclosure Proceedings tulad ng Public Aution at dahil mababalewala ang mga naunang proseso... wala ding dapat bisa ang iniisyung (sic) Certificate of Sale maging ang Order of Writ of Possession KAYA DAPAT LAMANG NA ITO AY BAWIIN AT/O BALEWALAIN NG KAGALANG GALANG NA DIDINIG."[27] (Emphasis supplied)

Defeating oppositors-appellants' allegations however, is that, as the records revealed, oppositors-appellants failed to redeem the foreclosed subject property from petitioner-appellee within one (1) year from the registration of the Certificate of Sale with the Register of Deeds on November 11, 2010.[28] That oppositors-appellants, as mortgagors, had one (1) year from the date of the registration of the Certificate of Sale within which to redeem the foreclosed property is pursuant to the Supreme Court's pronouncement in Union Bank of the Philippines v. Court of Appeals, et al., G.R. No. 134068, June 25, 2001, to wit:

> "Pursuant to Section 78 of the General Banking Act, a mortgagor whose real property has been sold at a public auction, judicially or extrajudicially, for the full or partial payment of an obligation to any bank, shall have the right, within one year after the sale of the real estate to redeem the property. The one-year period is actually to be reckoned from the date of the registration of the sale. Clearly therefore, respondents had only until May 8, 1992 to redeem the subject foreclosed property. Their failure to exercise that right of redemption by paying the redemption price within the period prescribed by law effectively divested them of said right. It bears reiterating that during the one year redemption period, respondents never attempted to redeem the subject property but instead persisted in their theory that the mortgage is null and void. To allow them now to redeem the same property would, as petitioner aptly puts it, be letting them have their cake and eat it too." (Emphasis supplied)

Consequently, the lower court has a ministerial duty to issue a Writ of Possession. That the lower court has a ministerial duty to issue a Writ of Possession in favor of the purchaser, such as petitioner-appellee, once the redemption period in foreclosure proceedings has expired is also pursuant to the pronouncement of the Supreme Court in Spouses Alex and Julie Lam v. Metropolitan Bank and Trust Company, G.R. No. 178881, February 18, 2008, to wit:

> "It is settled that the issuance of a writ of possession to a purchaser in a public auction is a ministerial act. After the consolidation of title in the buyer's name for failure of the mortgagor to redeem the property, entitlement to the writ of possession becomes a matter of right. Its issuance to a purchaser in an extrajudicial foreclosure sale is merely a ministerial function. It is undisputed that herein petitioners failed to redeem the property within the redemption period and thereafter, ownership was consolidated in favor of herein respondent and a new certificate of title (TCT No. T-327605) was issued in its name. Thus, it was a purely ministerial duty for the trial court to issue a writ of possession in favor of herein respondent upon the latter's filing of a petition." (Emphasis supplied)

Moreover, oppositors-appellants could not properly argue in their assigned issue B. that the lower court's issuance of a Writ of Possession violated their right to due process.

Oppositors-appellants had argued that:

> "21. Hindi ako pinadalhan ng PHILIPPINE SAVINGS BANK[,] INC. ng anumang paabot (notice) para madaluhan namin at masagot ang isinumite nilang APPLICATION FOR EXTRA JUDICIAL FORECLOSURE OF REAL ESTATE MORTGAGE UNDER ACT NO. 3135 AS AMENDED noong September 3, 2010. Dahil walang ipinaabot na anumang notice sa amin ay hindi kami nakarating sa kanilang ipinatawag na pagding (sic) at hindi rin namin naiparating ang mga dapat na isinumite naming mga punto para sa aming mga PAGTUTOL O KOMENTO (Comment/Opposition) sa isinumiteng APPLICATION ng PHILIPPINE SAVINGS BANK INC..
>
> 22. Hindi rin kami pinadalhan ng PHILIPPINE SAVINGS BANK INC. at ni LEMUEL H. VENDIOLA, Deputy Sheriff IV ng OFFICE OF THE CLERK OF COURT & EX OFFICIO SHERIFF REGIONAL TRIAL COURT FOURTH JUDICIAL REGION, Binan, Laguna ng anumang paabot (notice) para madaluhan namin at masagot ang ipinatawag nilang EXTRA JUDICIAL FORECLOSURE HEARING para sa inilunsad nilang public auction sale noong November 3, 2010 at ang isa pang auction sale na dapat nilang ipatawag ngunit hindi na nila ginawa noong November 17, 2010. Dahil walang ipinaabot na anumang notice sa amin para madaluhan

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> ang mga itakda (sic) nilang pagdinig at madaluhan ang petsa ng inilunsad nilang auction sale noong November 3, 2010 at November 17, 2010 ay hindi rin namin naiparating ang mga dapat na isinumite naming mga punto para sa aming PAGTUTOL O KOMENTO (Commen[t]/Opposition) o kaya ay sumali sa auction sale at magpasok din ng aming offer to buy upang kami rin ang bumili ng aming na-foreclose na isinanlang bahay at lupa.
>
> 23. Dahil hindi namin alam ang inilunsad nilang public auction sale noong November 3, 2010... hindi rin namin alam kung kailan ang umpisa at katapusan ng one (1) year redemption period kaya hindi kami nagkaroon ng pagkakataon na mabili upang muling mabawi (ma-redeem) sa panahong ito ang isinanla naming bahay at lupa sa PHILIPPINE SAVINGS BANK INC. kaya nalabag din nito ang karapatan namin dito.
>
> 23.1. Nalaman na lamang namin na may nagaganap na prosesong legal sa isinanla naming bahay at lupa ng padalhan kami ng iniisyung WRIT OF POSSESSION noong 21 December 2011 kaya sa kagyat ay gumawa kami ng Motion for Reconsideration at isinumite namin ito noong February 03, 2012. Kaya mula sa proseso ng APPLICATION FOR EXTRA JUDICIAL FORECLOSURE OF REAL ESTATE MORTGAGE UNDER ACT NO. 3135 AS AMENDED na isinumite ng PHILIPPINE SAVINGS BANK INC. noong September 3, 2010, hanggang sa proseso ng EXTRA JUDICIAL FORECLOSURE PROCEEDINGS at PUBLIC AUCTION hanggang sa proseso ng one (1) [year] Redemption Period ay hindi kami pinaabutan ng notice at walang due process na ibinigay sa amin."[29] (Emphasis supplied)

Negating oppositors-appellants' arguments however, is that, as is the settled rule, any question regarding the validity of the Foreclosure Proceedings can not be a legal ground for the lower court to refuse issuing a Writ of Possession.[30] In addition, the proceeding in a Petition for the Issuance of a Writ of Possession is ex parte and summary in nature.[31] Besides, the issuance of the Writ of Possession does not bar oppositors-appellants from filing a separate case for Annulment of Mortgage and Foreclosure Sale.[32]

All of these matters were as also found by the lower court in its assailed Order[33] dated May 23, 2012, as follows:

> "xxx As to the nature of a petition for a writ of possession, it is well to state that the proceeding in a petition for a writ of possession is ex-parte and summary in nature. It is a judicial proceeding brought for the benefit of one party only and without notice by the court to any person adverse of interest. It is a proceeding wherein relief is granted without giving the person against whom the relief is sought an opportunity to be heard (Santiago vs. Merchants Rural Bank of Talavera, Inc., G.R. No. 147820, 18 March 2005 xxx)
>
> This court notes that the issues raised by the respondents in their motion are practically irrelevant and has nothing to do with the petition for issuance of writ of possession filed by the petitioner. The mortgagors are not even entitled to any notice of such proceedings. In the case of the respondents (mortgagors), their right of redemption had already expired and the conveyance of the subject properties vested in the petitioner bank and it was thus inescapable duty of the sheriff to place it in such possession.

xxx

> Thus, by virtue of the foregoing provision, any issues assailing the propriety of the issuance of writ of possession can be properly ventilated in a separate civil action and not in the present case."[34] (Emphasis supplied)

That the ex parte nature of the Foreclosure Proceedings does not deny due process to a party, such as oppositors-appellants, because the issuance of a Writ of Possession does not bar a separate case for Annulment of Mortgage and Foreclosure Sale, is pursuant to the following declaration of the Supreme Court in Madriaga, Jr. v. China Banking Corporation, G.R. No. 192377, July 25, 2012:

> "Section 7 of Act 3135 expressly allows the buyer at the auction to file a verified petition in the form of an ex

> parte motion for issuance of a writ of possession. This connotes that it is for the benefit of one party, without notice to or challenge by an adverse party. Being summary in nature, it cannot be said to be a judgment on the merits, but is simply an incident in the transfer of title. As pointed out in Philippine National Bank v. Court of Appeals, an ex parte petition for writ of possession under Act 3135 is, strictly speaking, not a judicial, or litigious, proceeding, for the reason that an extrajudicial foreclosure of mortgage is accomplished by filing a petition, not with any court of justice, but with the office of the sheriff of the place where the sale is to be made.
>
> Indeed, the proceeding in a petition for a writ of possession is ex parte and summary in nature. It is a judicial proceeding brought for the benefit of one party only and without notice by the court to any person adversely interested. It is a proceeding wherein relief is granted without affording the person against whom the relief is sought the opportunity to be heard. No notice is needed to be served upon persons interested in the subject property. And as held in Carlos v. Court of Appeals, the ex parte nature of the proceeding does not deny due process to the petitioners because the issuance of the writ of possession does not bar a separate case for annulment of mortgage and foreclosure sale. Hence, the RTC may grant the petition even in the absence of Madriaga, Sr.'s participation." (Emphasis supplied)

Indeed, the findings of the lower court are entitled to great weight and respect on appeal, and are in fact accorded finality when supported by sufficient evidence on the record,[35] as in this case.

After careful consideration of all the facts, arguments, and issues appearing on the records as well as of the pertinent laws and jurisprudence, and, in accordance with what is best determined to be proper under the circumstances, the following disposition is therefore made on these matters.

GIVEN ALL OF THESE, the Appeal is DENIED.

SO ORDERED.

Dicdican (Chairman) and Dimagiba,[*] JJ., concur.

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[*] Acting Junior Member vice J. Paredes per Office Order No. 34-14-RSF dated January 30, 2014.

[1] Rollo, pp. 13-24.

[2] Records, pp. 36-38.

[3] Records, pp. 1-6.

[4] Records, pp. 77-79.

[5] Records, pp. 39-41.

[6] Records, pp. 54-56.

[7] Records, p. 57.

[8] Records, pp. 58-61.

[9] Records, p. 47.

[10] Records, pp. 54-56.

[11] Records, p. 57.

[12] Records, p. 69.

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[13] Records, p. 47.

[14] Records, pp. 62-64.

[15] Records, p. 68.

[16] Records, p. 61.

[17] Records, pp. 1-6.

[18] Records, p. 69.

[19] Records, pp. 36-38.

[20] Records, p. 38.

[21] Records, pp. 39-41.

[22] Records, pp. 77-79.

[23] Rollo, pp. 13-24.

[24] Rollo, p. 23.

[25] Rollo, p. 19.

[26] Paz Reyes Aguam v. Court of Appeals, et al., G.R. No. 137672, May 31, 2000.

[27] Rollo, pp. 20-21.

[28] Records, p. 61.

[29] Rollo, p. 21.

[30] Spouses Ong v. Court of Appeals, et al., G.R. No. 121494, June 8, 2000.

[31] Espinoza and Espinoza v. United Overseas Bank Philippines, G.R. No. 175380, March 22, 2010.

[32] Madriaga, Jr. v. China Banking Corporation, G.R. No. 192377, July 25, 2012.

[33] Records, pp. 77-79.

[34] Records, pp. 77-79.

[35] Spouses Patricio and Myrna Bernales vs. Heirs of Julian Sambaan, et al., G.R. No. 163271, January 15, 2010.

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