

TEODORA VDA. DE AGRAVANTE (SUBSTITUTED BY JEAN M. GERONIMO), PLAINTIFF-APPELLEE, VS. FELICIDAD MEDINA, DEFENDANT-APPELLANT.

Ponente: SADANG, J.

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SADANG, J.:

Appealed to this Court is the Decision[1] dated January 12, 2011 of the Regional Trial Court of Pili, Camarines Sur, Branch 31, in Civil Case No. P-2367.

Antecedents of the Appeal

Plaintiff-appellee Teodora Vda. De Agravante (hereafter, Teodora), filed a Complaint for annulment of deed of sale with damages in the lower court, docketed as Civil Case No. P-2367. Teodora is the maternal grandmother of Shirley Moll (Shirley), Gilda Medina Roque (Gilda), Jean Medina Geronimo (Jean), and the deceased Ernesto "Joker" Medina (Ernesto).

In her Complaint,[2] Teodora alleged that she is the registered owner of a parcel of land in Hanawan, Ocampo, Camarines Sur covered by Transfer Certificate of Title (TCT) No. 1216 of the Register of Deeds of Camarines Sur.[3] Sometime in November 2003, her owner's duplicate title was stolen by unidentified persons from the wooden cabinet where she kept it and she could not find it despite earnest efforts to that end. In June 2004, she secured, through a representative, a certified copy of TCT No. 1216 and she discovered that an adverse claim was annotated thereon by Ernesto's widow, Felicidad Pascual-Medina (Felicidad) on May 7, 2004 based on a deed of absolute sale allegedly executed by Teodora in favor of Ernesto. On June 21, 2004, Teodora filed a petition for the issuance of a new owner's copy of TCT No. 1216 but Felicidad opposed the petition claiming that she has the owner's copy and the deed of absolute sale executed by Teodora. Teodora alleged that she did not sell her land to Ernesto and the undated deed of absolute sale is forged and void ab initio. She claimed that due to the fictitious sale, she suffered humiliation, sleepless nights and mental anguish which entitles her to moral and actual damages.

Felicidad filed an Answer[4] averring that the lot covered by TCT No. 1216 was validly and voluntarily sold by Teodora to Ernesto on July 24, 1998 under a Deed of Absolute Sale.[5] She alleged that the complaint was instigated by Shirley who took advantage of Teodora's diminished physical and mental condition. Teodora is 93 years old and blind and cannot read or write and had shown signs of senility.

Felicidad filed a motion for leave of court to file a third-party complaint against Shirley and the motion was granted in the Order[6] dated November 12, 2004.

In her Third Party Complaint,[7] Felicidad reiterated Shirley's having instigated the case. She alleged that after the burial of Ernesto in 1993, Shirley was seen taking the deceased's personal belongings without her permission. Before the death of Ernesto, Shirley asked for the owner's copy of the title so she can use it as collateral for a loan but Ernesto refused. It was common knowledge in the family that the land had been sold to Ernesto and title thereto was in his possession but Shirley feigned ignorance thereof and caused the filing of a notice of loss in the

Register of Deeds of Camarines Sur stating that the title was stolen by unidentified persons. Seven months after the alleged loss, or on June 17, 2004, Shirley reported it to the Ocampo Police Station, which is not the normal reaction of a prudent person. Felicidad alleged that due to the malicious filing of the complaint she is entitled to moral and exemplary damages and attorney's fees.

Shirley filed an Answer to the Third Party Complaint[8] alleging that: she did not instigate the complaint, the filing thereof being the personal decision of Teodora; Ernesto and Felicidad are not husband and wife; she did not borrow the title from Ernesto and no one in the family knew of the alleged sale to him; Teodora asked her to file the notice of loss in the Register of Deeds and to report the loss to the Ocampo Police Station because she was the one taking care of Teodora; she attended the cremation of her brother Ernesto and immediately went home to Bicol in the evening, hence, it was impossible for her to ransack his personal belongings. Shirley prayed for actual, moral and exemplary damages and attorney's fees.

Before Shirley filed her answer, Teodora, on motion, was allowed to give an oral deposition on April 27, 2005. She affirmed her allegations in her Complaint and maintained that she did not execute the deed of sale in favor of Ernesto or appear before the notary public. Teodora also testified that she sold the land to David Young (Young).[9]

On April 28, 2006, Teodora died.[10] The lower court named Jane[11] Medina-Geronimo as substitute plaintiff in lieu of Teodora.[12]

At the trial, the testimonies of the instrumental witnesses, Eduardo Medina (Medina) and Guillermo Carbonell (Carbonell), were offered to buttress the allegations of Teodora in her Complaint. Medina testified that he and Ernesto appeared before the notary public but Teodora and Carbonell did not.[13] Carbonell denied that he appeared before the notary public.[14] However, Medina and Carbonell admitted that they signed the document but they did not bother to know or understand the contents thereof.[15]

On the other hand, Felicidad offered her and the testimonies of notary public Nyorlito Galvan (Atty. Galvan), Norman Medina (Norman), Gilda Roque (Gilda), and SPO2 Honesto Olaguer.

Felicidad insisted that Teodora had sold the land to Ernesto and delivered the title to him. Atty. Galvan testified that Teodora and her witnesses appeared before him and he explained the nature of the document to Teodora before she affixed her thumbmark thereon. He stated that he cannot recall if Ernesto also appeared before him and he cannot recall if Medina and Carbonell are the same persons who appeared as witnesses. Norman, Ernesto's son, testified that during a family gathering he heard Shirley state that because Ernesto had died the land automatically goes to Felicidad. Gilda testified that Ernesto had told her that Teodora had sold the land to him and she (Gilda) even accompanied him when he withdrew the purchase money from the bank. Gilda also testified that Shirley wanted to borrow the title to be used as collateral for a loan but Ernesto refused the request. SPO2 Olaguer testified on the report in the police blotter of the alleged loss of the title.

On January 12, 2011, the lower court rendered its Decision in favor of Teodora. The fallo reads:

WHEREFORE, all the foregoing considered, the undated Deed of Absolute Sale purportedly executed by the late original plaintiff, Teodora Vda. De Agravante in favor of her late grandson, Ernesto Medina, the husband of herein defendant and Third Party Plaintiff, Felicidad Medina, is hereby declared null and void and without force and effect.

The Register of Deeds of Camarines Sur is hereby ordered to cancel the affidavit of adverse claim inscribed at the back of the Transfer Certificate of Title No. 1216 on file with said office.

Likewise, the Third Party Complaint, having not proved by preponderance of evidence is hereby DISMISSED.

No pronouncement as to costs.

SO ORDERED.[16]

Hence, this appeal by Felicidad raising the following issues:[17]

1)

WHETHER OR NOT THE TRIAL COURT COMMITTED REVERSIBLE ERROR IN NOT FINDING THAT TEODORA LIED WHEN SHE ALLEGED THAT TCT 1216 WAS STOLEN FROM HER HOUSE IN NOVEMBER 2003 WHICH STORY WAS LATER CHANGED DURING HER TESTIMONY IN OPEN COURT THAT THE TCT WAS "ENTRUSTED" TO ERNESTO.

2)

WHETHER OR NOT THE TRIAL COURT COMMITTED REVERSIBLE ERROR IN ITS ASSUMPTION OF BAD FAITH ON THE PART OF ERNESTO ONLY ON THE BASIS OF TESTIMONIES OF EDUARDO AND GUILLERMO WHICH WERE GIVEN AFTER THE DEATH OF ERNESTO.

3)

WHETHER OR NOT THE TRIAL COURT COMMITTED REVERSIBLE ERROR IN GIVING MORE WEIGHT IN THE TESTIMONY OF TEODORA OVER THE TESTIMONY OF NOTARY PUBLIC ATTY. NYORLITO GALVAN.

4)

WHETHER OR NOT THE TRIAL COURT COMMITTED REVERSIBLE ERROR IN CONCLUDING THAT NO CONSIDERATION WAS GIVEN BY ERNESTO IN PAYMENT FOR THE LAND.

5)

WHETHER OR NOT THE TRIAL COURT COMMITTED REVERSIBLE ERROR IN CONCLUDING THAT THE ACT OF TEODORA IN SELLING THE DISPUTED PROPERTY TO DAVID IS PROOF THAT SHE IS STILL THE OWNER OF THE SAME; AND

6)

WHETHER OR NOT THE TRIAL COURT COMMITTED REVERSIBLE ERROR IN TAKING AS EVIDENCE FOR THE PLAINTIFF IN THE COMPLAINT FOR ANNULMENT OF SALE THE TESTIMONIES OF SHIRLEY MOLL AND DAVID YOUNG DESPITE THE FACT THAT THEIR TESTIMONIES WERE NOT OFFERED, NOR ADMITTED, IN THE COMPLAINT FOR ANNULMENT OF SALE.

As to her Third-Party Complaint, Felicidad raises these issues:[18]

1)

WHETHER OR NOT THE TRIAL COURT COMMITTED REVERSIBLE ERROR IN NOT CONSIDERING THE FACT THAT SHIRLEY MOLL MADE FALSE REPORT TO THE POLICE THAT TCT 1216 WAS STOLEN AND ALLOWING TEODORA VDA. DE AGRAVANTE USE THE POLICE REPORT SUPPORT HER COMPLAINT FOR ANNULMENT OF SALE;

2)

WHETHER OR NOT THE TRIAL COURT COMMITTED REVERSIBLE ERROR IN DISMISSING THE 3RD PARTY COMPLAINT DESPITE THE OVERWHELMING EVIDENCE PROVING THAT SHIRLEY

MOLL KNOWINGLY GAVE FALSE STORY ABOUT THE "ROBBERY IN THE HOUSE OF TEODORA IN NOVEMBER 2003" WHICH REPORT WAS REITERATED IN SUPPORT OF THE COMPLAINT FOR ANNULMENT OF SALE.

RULING

Essentially, the issue in this appeal revolves on the validity of the notarized deed of absolute sale over the land covered by TCT No. 1216 purportedly executed by Teodora in favor of Ernesto.

Basic is the rule that the burden of proof lies in the party who alleges a fact in issue. Burden of proof is the duty of a party to present evidence on the facts in issue necessary to prove the truth of his claim or defense by the amount of evidence required by law.[19] Considering that Teodora claims that she did not execute the deed of sale in question, the burden is on her to prove her allegation.

Article 1305 of the Civil Code states that "a contract is a meeting of minds between two persons whereby one binds himself, with respect to the other, to give something or to render some service." For a contract to be valid, it must have three essential elements: a) consent of the contracting parties; b) object certain which is the subject matter of the contract; and c) cause of the obligation which is established. The requisites of consent are: 1) it should be intelligent or with an exact notion of the matter to which it refers; (2) it should be free; and (3) it should be spontaneous.[20]

Further, Article 1330 of the Civil Code provides that "a contract where consent is given through mistake, violence, intimidation, undue influence, or fraud is voidable." Fraud exists only when, through insidious words or machinations, the other party is induced to act and without which, the latter would not have agreed.[21] In this jurisdiction, fraud is never presumed - *fraus est idiosa et non praesumenda*. [22] It must be proven by clear and convincing evidence and not mere preponderance of evidence.[23] It must be stressed that mere allegations of fraud are not enough. Intentional acts to deceive and deprive another of his right, or in some manner injure him, must be specifically alleged and proved.[24]

In this case, the lower court ruled that it is not controverted that the thumbmarks on the deed of sale are Teodora's. In fact, Teodora's counsel admitted that the thumbmarks are hers when the appellants sought expert opinion thereon.[25] The lower court also ruled that it is not controverted that the signatures on the deed are those of the instrumental witnesses, Eduardo Medina and Guillermo Carbonell. The evidence shows that said witnesses admitted their signatures.[26]

Nonetheless, the lower court found that the sale is null and void for the following reasons: 1) Teodora's filing of a petition for the issuance of a new owner's duplicate title shows that she was not aware of the sale to Ernesto; 2) the testimonies of Medina and Carbonell that they signed the deed of sale as witnesses without bothering to read its contents upon the understanding that it was only an arrangement between a grandmother and her grandson were not controverted; 3) the testimony of Shirley that Teodora was still of sound mind despite her old age, illness, and blindness was not controverted, however, "while Teodora's mind may have been sound when she affixed her thumbmark on the document due to old age, the same may have already been degenerating, such that, her being of old age coupled with her blindness, may have become susceptible to surreptitious machinations;" 4) Teodora's testimony that she did not appear before the notary public is supported by Medina's testimony to that effect; 5) although the deed of sale states a purchase price of P150,000.00, there is no showing that Teodora received said consideration; 6) Teodora's act of selling the land to Young proves that she was unaware that the document that bears her thumbmarks was really a deed of absolute sale.

We are not convinced that Teodora had successfully discharged her burden of proving that she did not execute the deed of sale.

To reiterate, there is no question that Teodora had thumbmarked the deed of sale and that the witnesses thereto had signed it. There being no evidence to the contrary, it must be presumed that Teodora was of sound mind when she affixed her thumbmarks on the deed. A person is presumed to be of sound mind at any particular time and the condition is presumed to continue to exist in the absence of proof to the contrary.[27] Even the lower court states that Shirley's testimony that Teodora was of sound mind was not controverted. That Teodora was old and suffered from blindness did not incapacitate her. A person is not incapacitated to contract merely because of advanced age or by reason of physical infirmity. It is only when such age or infirmity impairs her mental faculty to such extent as to prevent her from properly, intelligently, and fairly protecting her property rights that a person is considered incapacitated to contract.[28] In this case, the lower court's ruling that Teodora's mind could have nonetheless been "degenerating" when she executed the document is purely speculative because it is not based on competent evidence on record.

The evidence also does not show that Teodora's consent was vitiated by fraud. It has not been shown by preponderance of evidence that Ernesto had employed fraud to convince Teodora to execute the deed. There is nothing in the deposition[29] of Teodora to that effect. We combed the testimonies of the instrumental witnesses, Medina and Carbonell, and find no mention of fraudulent machinations employed by Ernesto on Teodora. Fraud cannot be sustained in the absence of evidence thereof. Findings of fraud based on circumstances which, at most, create only suspicion cannot be sustained as that would be indulging in speculations and surmises.[30] Considering that there is no showing of fraud, the logical conclusion is that Teodora freely and knowingly executed the deed of sale.

On this point, Teodora alleged in her Complaint that the title to the land was stolen by unidentified persons from her cabinet;[31] however, in her deposition she stated that she entrusted the title to Ernesto.[32] She then averred, on cross-examination, that it is not true that the title was stolen by unidentified persons because the truth is that Gilda grabbed the title from Janice.[33] The inconsistencies in Teodora's statements about the alleged loss of her title certainly raise doubt on her credibility. In any case, there is nothing in the evidence to show that Ernesto is guilty of fraud which vitiated Teodora's consent. Also, the undisputed fact that Ernesto, and later his wife, had possession of the title supports Felicidad's claim that the land was sold to Ernesto.

There is merit in Felicidad's contention that the lower court erred in giving more weight and credence to the testimony of Teodora than the testimony of the notary public. It is settled that a document acknowledged before a notary public is a public document that enjoys the presumption of regularity.[34] It is a prima facie evidence of the truth of the facts stated therein and a conclusive presumption of its existence and due execution.[35] Clear and convincing evidence is necessary to overcome the presumption. Absent such evidence, the presumption must be upheld.[36] Teodora and her witnesses merely denied that she appeared before the notary public and affixed her thumbmark. Mere denial is not sufficient evidence to overcome the presumption. Thus, in *Spouses Santos v. Spouses Lumbao*[37] it was held that petitioners' denial without clear and convincing evidence to support their claim of fraud and falsity were not sufficient to overthrow the presumption. The execution of a document that has been ratified before a notary public cannot be disproved by the mere denial of the alleged signer.[38] Otherwise, that would open the floodgates for persons to expediently dispute the due execution of documents impressed with public character. The testimony of a notary public (who is an officer of the court) enjoys greater credence than that of an ordinary witness specially if the latter's testimony consists of nothing more than mere denials.[39]

In any event, the notary public categorically testified that Teodora appeared before him and he explained the nature of the document to her before she affixed her thumbmark thereon. Atty. Galvan testified thus:

Q:

Mr. Witness, do you remember having notarized a Deed of Absolute Sale executed by one Teodora B.

Agravante in favor of a certain Ernesto Medina?

A:

If a copy of the document be shown to me first, sir.

(At this juncture the witness is scrutinizing the document of Deed of Absolute Sale) Yes, sir.

Q:

I am showing to you a Deed of Absolute Sale will you tell the Honorable Court if you can remember anything about this document?

A:

Yes, sir, although this is a xerox copy I will admit that I was the one who notarized this documents, sir.

x x x x x x x x

Q:

Now, on page 2, of the Deed of Absolute Sale there is a name of Teodora Agravante and over her printed name there is a thumbmark, why is it that she affixed her thumbmark in this document, please examine her thumbmark in this Deed of Absolute Sale?

A:

Your Honor, about way back in 1998 as far as I could recall when this Teodora Agravante went to my office for purposes of notarization she was already old, sir.

Q:

So you are saying that this Teodora Agravante appeared before you on July 23, 1998 to notarize this document?

A:

July 24, 1998, I stand correct it (sic), Your Honor. I admit that she appeared as shown by the acknowledgment receipt and she even presented to me her Community Tax Certificate (CTC) No. 03097773, issued on July 23, 1998 at Ocampo, Camarines Sur, above my printed name is my signature, sir.

Q:

How about the witness (sic), did they appear before you?

A:

Yes, to be candid to counsel this document I was not the one who prepared this they only came to my office for purposes of notarization and because of this the last paragraph including this page on this document I required the witnesses to sign the first and second page, Your Honor.

(The witness is referring to the acknowledgment receipt).

X X X X X X X X

Q:

So you required the vendor Teodora Agravante and her witnesses to sign the first and second pages of this document?

A:

Yes, sir.

Q:

So at that time they signed in this document of Deed of Absolute Sale?

A:

Yes, sir.

Q:

Mr. Witness, did you explain to the vendor the nature of this document?

A:

Yes, Your Honor, in fact, at that time if I remember it right they have shown to me a copy of the title and I even checked the description of the property.[40]

The alleged lapses in Atty. Galvan's recollection of the witnesses should not detract from his credibility because of the period of time that had passed since the notarization. They bolster rather than destroy the truthfulness of his

testimony. Moreover, even assuming that there were irregularities in the notarization of the deed of sale, that does not affect its validity. Irregular notarization – or, for that matter, lack of notarization, does not necessarily affect the validity of the contract reflected in the document.[41]

There is merit in the contention of Felicidad that the deed of sale is sufficient proof that Teodora had received the consideration for the sale. The deed clearly states that "for and in consideration of the sum of ONE HUNDRED FIFTY THOUSAND PESOS (P150,000.00), Philippine Currency, to me hand paid by Ernesto Medina x x x the receipt of which is hereby acknowledged and confessed and by these presents do hereby SELL, CEDE, TRANSFER and CONVEY absolutely unto the said ERNESTO MEDINA, by way of Deed of Absolute Sale x x x a certain parcels of land x x x of which property I am the registered and absolute owner in fee simple my title thereto being evidenced by TRANSFER CERTIFICATE OF TITLE NO. 1216 x x x."[42]

That Ernesto did not transfer the title in his name or take possession of the land during his lifetime does not negate the validity of the sale. If at all, the non-registration of the deed of sale and the non-transfer of title exposed Ernesto to the risk that an innocent purchaser for value would be able to buy the property and claim better title by registering the sale ahead of him.[43]

However, we agree with the trial court that there is no preponderance of evidence to prove that Shirley instigated the filing of the complaint by manipulating the condition of Teodora. The unrebutted testimony of Teodora shows that the filing of the police report and notice of loss was made by Shirley upon the instruction of Teodora. At best, Felicidad's evidence only proves the disharmony between her and some of the siblings of her deceased husband. That does not warrant the award of damages in her favor.

WHEREFORE, the appeal is PARTLY GRANTED. The Decision dated January 12, 2011 of the Regional Trial Court of Pili, Camarines Sur, Branch 31, in Civil Case No. P-2367 is REVERSED and SET ASIDE in so far as it declared the Deed of Absolute Sale executed by the late original plaintiff, Teodora Vda. De Agravante, in favor of her late grandson, Ernesto Medina, the husband of appellant, Felicidad Medina, as null and void, and ordered the Register of Deeds of Camarines Sur to cancel the affidavit of adverse claim inscribed at the back of Transfer Certificate of Title No. 1216. Instead, JUDGMENT is rendered declaring said Deed of Absolute Sale as VALID. However, the dismissal of the Third-Party Complaint is AFFIRMED.

No pronouncement as to cost.

SO ORDERED.

Librea-Leagogo, (Chairperson), and Diamante, JJ., concur.

[1] Record, pp. 570-585.

[2] Id. at 2-4.

[3] Id. at 5-6.

[4] Id. at 12-14.

[5] Id. at 7-8.

[6] Id. at 69.

[7] Id. at 48-51.

[8] Id. at 85-87.

[9] Id. at 167-185.

[10] Id., pp. 286-288.

[11] Should be "Jean" per Affidavit dated October 15, 2006, Id. at 318.

[12] Id. at 324.

[13] TSN, May 12, 2005, pp. 11-12.

[14] TSN, July 14, 2005, p. 4.

[15] TSN, May 12, 2005, pp. 12-13 and TSN, July 14, 2005, pp. 3-6.

[16] RTC Decision, supra note 1 at 585.

[17] Rollo, pp. 22-23.

[18] Id. at p. 23.

[19] Sps. Nonilon and Irene Montecalvo v. Heirs (Substitutes) of Eugenia T. Primero, G.R. No. 165168, July 9, 2010 citing Rules of Court, Rule 131, Section 1.

[20] Sps. Ramon Lequin and Virginia Lequin v. Sps. Raymundo Vizconde and Salome Lequin Vizconde, G.R. No. 177710, October 12, 2009.

[21] Art. 1338, New Civil Code as cited in BMG Records (Phils.), Inc. v. Aida C. Aparecio and NLRC, G.R. No. 153290, September 5, 2007.

[22] Republic of the Philippines v. Democrito T. Mendoza, Sr., et al., G.R. No. 153726, March 28, 2007 citing Filinvest Credit Corporation v. Hon. Judge Relova, 374 Phil. 741, 752 (1982).

[23] BMG Records, Inc. v. Aparecio, supra citing Solidbank Corporation v. Mindanao Ferroalloy Corporation, G.R. No. 153535, July 28, 2005, 464 SCRA 409, 426; Republic of the Philippines v. Institute for Social Concern, G.R. No. 156306, January 28, 2005, 449 SCRA 512, 521-522; Spouses Morandarte v. Court of Appeals, G.R. No. 123586, August 12, 2004, 436 SCRA 213, 223; and Maestrado v. Court of Appeals, 384 Phil. 418, 435 (2000).

[24] Republic v. Mendoza, supra, citing Mariano, et al. v. Sps. Ines and Cleto Rebosa, G.R. No. 126875, August 26, 1999.

[25] TSN, March 23, 2006, pp. 4-5, 11-13.

[26] Supra note 15.

[27] Mendezona, et al. v. Ozamiz, et al., G.R. No. 143370, February 6, 2002

[28] Id.

[29] Supra note 9.

[30] BMG Records v. Aparecio, supra, citing Republic of the Philippines v. Institute for Social Concern, supra and Maestrado v. Court of Appeals, supra.

[31] Record, p. 2.

[32] Id. at 170.

[33] TSN, June 9, 2005, pp. 9-10.

[34] Spouses Virgilio F. Santos & Esperanza Lati Santos, et al., v. Sps. Jose Lumbao and Proserfina Lumbao, G.R. No. 169129, March 28, 2007, citing Rule 132, Section 19 (b) of the Revised Rules on Evidence.

[35] Id. citing Rule 132, Section 23 of the Revised Rules on Evidence; Medina v. Greenfield Development Corporation, G.R. No. 140228, 19 November 2004, 443 SCRA 150, 160; Agasen v. Court of Appeals, G.R. No. 115508, 15 February 2000, 325 SCRA 504, 511.

[36] Id. citing Medina v. Greenfield, supra.

[37] Supra.

[38] Joe A. Ros and Estrella Aguete v. Philippine National Bank-Laoag Branch, G.R. No. 170166, April 6, 2011 citing Pan Pacific Industrial Sales Co., Inc. v. Court of Appeals, G.R. No. 125283, 10 February 2006, 482 SCRA 164, 175 citing Sy Tiangco v. Pablo and Apao, 59 Phil. 119, 122 (1933).

[39] Quintin B. Belgica, v. Marilyn Legarde Belgica And Antonio G. Ong, G.R. No. 149738, August 28, 2007 citing Sales v. Court of Appeals, G.R. No. 40145, 29 July 1992, 211 SCRA 858, 865.

[40] TSN, December 12, 2006, pp. 7-10.

[41] Bangayan v. Rizal Commercial Banking Corporation et al., G.R. No. 149193, April 4, 2011.

[42] Record, p. 7.

[43] See Francisco H. Lu v. Sps. Orlando and Rosita Manipon, G.R. No. 147072, May 7, 2002.

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