

**WORLD WIDE TRAVEL SERVICE, INC., and LUISA ECHAUS. petitioners,
vs. COURT OF APPEALS, HON. NICANOR S. SISON (substituted by HON.
GUARDSON LOOD), Presiding Judge of Branch XXII, ...**

G.R. No. L-40904. March 16, 1978

Ponente: TEEHANKEE, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/5066054c2b85/>

TEEHANKEE, J.:

The parties assisted by their respective counsels have filed the following under date of February 21, 1978:

"SUBMISSION OF COMPROMISE AGREEMENT

"COME NOW the parties and the Administrator in the above-captioned case, assisted by their respective counsel, and to this Honorable Court most respectfully submit for approval the hereto attached Compromise Agreement, duly signed on January 26, 1978 by Mr. Antonio Abad Santos, Misses Erlinda Caparas, Mila G. Bello and Luisa Echaus, and World Wide Travel Service, Inc. and entered in the notarial registry of Manila a Notary Public Francisco G. Agustin as Doc. No. 175, Page No. 19, Book No. 115, Series of 1978, and on February 14, 1978 by Messrs. Augusto de Leon, Enrique V. Razon, Robert Ray Hollingsworth and Olympic. G. Bermudez and entered in the notarial registry of Manila Notary Public Gilberto B. Pasimanero as Doc. No. 444. Page No. 90, Book No. I, Series of 1978.

"The said Compromise Agreement is intended by the parties to supplant the Project of Partition approved by the court a quo on May 13, 1975, particularly with respect to the shares of stocks of Honesta D. Kelly in World Wide Travel Service, Inc. which Mr. Augusto de Leon is ceding to said World Wide Travel Service, Inc., the award of the furniture contained in the house at Jacaranda Street to Robert Ray Hollingsworth, and the release of the balance of the consideration in the sum of P300,000.00, more or less, subject to minor modifications.

"The parties, thru their respective counsel, and the administrator, hereby tender their most profound apologies to the Honorable Court for the delay in arriving at this compromise agreement, said delay being attributable to the number of parties concerned and the fact that, most of them were out of the Philippines during the negotiations.

"WHEREFORE, it is most respectfully prayed of this Honorable Court that thereto attached Compromise Agreement be approved, that a decision be promulgated along the lines of said Compromise Agreement and the same be remanded, together with the records of the above-captioned cases, to the court a quo for implementation.

"Manila. Philippines, February 21, 1978.

"PICAZO. SANTA YANA. REYES. TAYAO
& ALFONSO
Counsel for the Petitioners
3rd Floor. Zaragoza Bldg.
Gamboa cor. Trasierra Streets
Legaspi Village. Makati,
Metro Manila

By:

(Sgd.) SALVADOR P, DE GUZMAN. JR.
PTR No. 060922F. Manila
2-16-78

"LUNA. PURUGANAN. CRUZ. SISON & ONGKIKO
Counsel for Respondents De Leon, et al.
16th Floor. Pacific Bank.
Makati Bldg.. 6776 Ayala Ave.
Makati. Metro Manila

By:

(Sgd.) FERNANDO F.MANAS. JR.
PTR No. 2776659. Manila.
1-3-77

(Sgd.) ANTONIO C. AMOR
Counsel for Respondent Holingsworth
LBC Bldg., 202 13th Street
Port Area, Manila
PTR No. 100302E. Manila. 1-5-77

(Sgd.) OLYMPIO G. BERMUDEZ
Administrator
Rms. 202-203. Capitan Pepe Bldg.
CM. Recto cor. Rizal Avenue, Manila
TAN 1083-621-1"

The Compromise Agreement thus submitted by the parties with its Annexes is hereinbelow incorporated[*] and provides as follows:

COMPROMISE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This instrument, executed by and among the following:

AUGUSTO DE LEON, of legal age, Filipino, married and with postal address at Doña Narcisa Building, Paseo de Roxas. Makati Metro Manila, hereinafter referred to as the FIRST PARTY;

WORLD WIDE TRAVEL SERVICE, INC., a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal offices at 1664 M. Adriatico Street. Ermita, Manila, hereinafter referred to as the SECOND PARTY, represented in this instance by Mr. ANTONIO ABAD SANTOS, duly authorized and empowered for the purpose:

LUISA ECHAUS. of legal age, Filipino and with postal address at 1664 M. Adriatico Street, Ermita, Manila, hereinafter referred to as the THIRD PARTY, represented in this instance by her attorney-in-fact. Any. SALVADOR P. DE GUZMAN. JR.. whose Special Power of Attorney is hereto attached as Annex "A";

ANTONIO ABAD SANTOS, of legal age, Filipino, married and with postal address at Don Bonifacio Subdivision. Angeles City;

ERLINDA CAPARAS, of legal age. Filipino and with postal address at 7447 Marcelo Village, Paranaque. Metro Manila; and

MILA G. BELLO, of legal age. Filipino and with postal address at 2068 Kusang Loob Street, Sta. Cruz, Manila, represented in this instance by her attorney-in-fact. ERLINDA CAPARAS, whose special Power of Attorney is hereto attached as Annex "B":

all of whom are hereinafter collectively referred to as the FOURTH PARTY:

ENRIQUE RAZON, of legal age, Filipino, married and with postal address at E. Razon. Inc.. M. de Francisco Street, Port Area. Manila, hereinafter referred to as the FIFTH PARTY:

ROBERT RAY HOLLINGSWORTH, of legal age, American and with postal address at c/o Arty. Antonio Amor of 202 13th Street, Port Area, Manila, hereinafter referred to as the SIXTH PARTY:

- and -

OLYMPIO G. BERMUDEZ, of legal age, Filipino, married and with postal address at Capitan Pepe Bldg., Rizal Avenue. Manila hereinafter referred to as the ADMINISTRATOR.

WHEREAS, the late Honesta D. Kelly died on September 16, 1968, leaving as part of her estate the following:

- A house and lot at No. 1 Jacaranda St., North Forbes, Makati. Metro Manila, covered by TCT No. 92 112;
- A residential lot in Tagaytay City covered by TCT No. 92834;
- Twenty Thousand Shares of World Wide Travel Service, Inc. valued at P200,000.00.

WHEREAS, on October 8, 1968; Sp. Proc. No. 5610 entitled "In the Testate Estate of the Late Honesta D. Kelly (Honesta D. Marcelo). Luisa Echaus. Petitioner" was filed by the THIRD PARTY with the Court of First Instance of Rizal at Pasig, Metro Manila, in her capacity as Vice-President and most senior officer of the herein SECOND PARTY;

WHEREAS, in the course of the said proceedings, several persons claiming to be heirs of the late Honesta D. Kelly intervened and/or entered their appearance, the said parties being, among others, ROBERT RAY HOLLINGSWORTH, ANTONIO ABAD SANTOS, ERLINDA CAPARAS. MILA G. BELLO, PRIMITIVO MARCELO (as alleged surviving husband of the deceased), DOMINGO and RAYMUNDO DATUIN (as alleged brothers of the deceased), and MARGARITA DATUIN DE VERA (as alleged sister of the deceased);

WHEREAS, the herein FIRST PARTY acquired the hereditary rights of the said Primitivo Marcelo, Domingo and Raymundo Datuin, and Margarita Datuin de Vera, which acquisition was duly approved by the Court in an Order dated June 20, 1974, thereby making the FIRST PARTY an intervenor in the proceedings:

WHEREAS, on October 16, 1974, the Rizal CFI authorized the sale of the house and lot of the estate located at Jacaranda Street, North Forbes, and on January 21, 1975, a Deed of Sale over the said house and lot. in favor of Enrique V. Razon, for the sum of P700,000.00 was executed by the co-administrator, Atty. Olympio G. Bermudez. which was approved by the Rizal CFI on January 21, 1975 and was duly recorded with the Office of the Register of Deeds on January 22, 1975, culminating in the issuance by the Register of Deeds of Transfer Certificate of Title No. 471773 over the said house and lot in the name of Enrique V. Razon;

WHEREAS, the said amount of SEVEN HUNDRED THOUSAND PESOS (P700,000.00), Philippine Currency, was utilized by the co-administrator in paying off certain obligations of the estate, leaving a balance in the sum of THREE HUNDRED FOUR THOUSAND THREE HUNDRED THIRTY PESOS (P304,330.00) which is presently on deposit with the Philippine National Bank under Savings Account No. 240301;

WHEREAS the SECOND PARTY and the THIRD PARTY elevated to the Court of Appeals under an original Petition for Certiorari the said sale of the house and lot docketed as CA-G.R. No. SP-03922, which, because of an adverse decision promulgated on April 29, 1975, was brought by the said parties to the Supreme Court under a Petition for Review on Certiorari, docketed as G.R. No. L-40904, where it was given due course and is presently under consideration by the Supreme Court:

WHEREAS, on May 13, 1975, the Rizal CFI approved a Project of Partition distributing the estate of Honesta D. Kelly;

WHEREAS, the THIRD PARTY, on October 16, 1975, appealed to the Supreme Court under Petition for Review on Certiorari the order approving the Partition, docketed as G.R. No. L-41247 which likewise was given due course and is pending consideration by the said Court;

WHEREAS, the herein parties, after several negotiations, have agreed to settle their respective claims and difference under and by virtue of this agreement;

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and stipulations hereinafter stated, the parties have agreed as follows:

1. The sum of THREE HUNDRED THOUSAND PESOS (P300,000.00) now deposited with the Philippine National Bank under Savings Account No. 240301 is hereby given by way of settlement to the THIRD and FOURTH PARTIES provided that said amount is turned over, given, and delivered directly to the SECOND PARTY in the name and for the account of the said THIRD PARTY and of ANTONIO ABAD SANTOS and ERLINDA CAPARAS in equal shares, and the other parties, particularly the FIRST PARTY, hereby waives in favor of the THIRD and FOURTH PARTIES any and all rights whatsoever that they may have in and over the said amount provided, however, that said amount of P300,000.00 shall only be released to the SECOND PARTY upon:

- Approval by the Supreme Court of this Compromise Agreement:
- Submission by THIRD and FOURTH PARTIES to the Testate Court and to the FIRST PARTY of the Cancellation and Release of Mortgage Obligation of the Estate with the IATA annotated at the back of TCT No. 471773-Rizal, all at the expense and for the account of SECOND, THIRD and FOURTH PARTIES;
- Cancellation of the notice of lis pendens now annotated at the back of said TCT No. 471773 of the Registry of Deeds for the Province of Rizal; and
- Ejectment of Mrs. Pacita delos Reyes-Philips from the house at No. 1 Jacaranda St., Forbes Park, Makati, Metro Manila, sold to the FIFTH PARTY and payment of her rentals as stipulated hereinafter;

2. All the parties in this Compromise Agreement hereby agree to the adjudication and release to the FIRST PARTY of the sum of P265,000.00 which is now in the possession of the FIRST PARTY, and in turn the

FIRST PARTY hereby agrees upon the completion of the conditions set forth in paragraph 1 (a) to (d), to endorse in favor of the SECOND PARTY the shares of stocks owned by Honesta D. Kelly in other corporations as enumerated in her last will and testament and the shares of stocks of Honesta D. Kelly in the said SECOND PARTY, consisting of TWENTY THOUSAND (20,000) Shares with a par value of P10.00 and valued at P200,000.00, and the respective Corporate Secretary of said corporations are hereby authorized and empowered to cause the cancellation of the said shares of stocks, and further waives in favor of said SECOND PARTY any and all rights whatsoever he may have in and over the said shares of stocks, and the said SECOND PARTY, hereby accepts the said shares of stocks, the same to be treated henceforth as treasury stocks, to be disposed of as its Board of Directors may deem fit and proper within the provisions of the law;

3. The award by the Rizal CFI in Sp. Proc. No. 5610 of the residential lot in Tagaytay City covered by TCT No. 92834 in favor of the SECOND PARTY is hereby confirmed and ratified by the herein parties;

4. The furniture of the deceased adjudicated to Robert Ray Hollingsworth shall be returned to ROBERT RAY HOLLINGSWORTH as directed of the Administratrix Luisa Echaus by Order dated May 13, 1975 in Special Proc. No. 5610. The parties agree that "furniture" as used in this Compromise Agreement includes all personal effects of the late Honesta D. Kelly found in the house at 1 Jacaranda such as but not limited to furnishings, ornaments, electrical appliances, decorations, glasswares, chinawares, TV, radio-phono, chandeliers, and the like. The other parties hereby waive any and all rights whatsoever that they may have in and over the said "furniture."

5. The loss of a few items of the personal effects belonging to Honesta D. Kelly as determined during the ocular inspection of the premises conducted by the respective lawyers of the parties hereto in the presence of Mrs. Pacita delos Reyes-Philips last October 1, 1977, as well as during the second ocular inspection of the premises last October 8, 1977. during which ocular inspection, they viewed all the pieces of furniture and personal effects inside the premises and compared the same with the inventory submitted to the Probate Court, are hereby condoned, allowed and/or accepted by all the parties, it being understood that, the said inventories were hurriedly prepared at the time.

6. Upon the remanding of the records to the Rizal CFI. after the Compromise Agreement has been approved by the Supreme Court, the parties hereto shall effect the issuance by the said Court of First Instance of Rizal under Special Proc.No. 5610 of the appropriate orders that shall enable the parties to implement this agreement and the Project of Partition of May 7, 1975 so far as not inconsistent with the terms of this Agreement. particularly the provisions thereof relating to ROBERT RAY HOLLINGSWORTH.

7. Immediately upon the approval by the Supreme Court of this Compromise Agreement the SECOND. THIRD AND FOURTH PARTIES obligate themselves to cause the immediate ejectment of the present tenants Mrs. Pacita delos Reyes-Philips, of the house and lot at Jacaranda Street. Forbes Park. Makati. Metro Manila, to vacate the said premises and to deliver the physical possession of the said house and lot to the FIFTH PARTY, free of any lien and incumbrance whatsoever, and of any third-party occupant or tenant thereof, as well as deliver to the FIFTH PARTY the payments of the monthly rentals of the said property in the sum of P1,500.00 a month corresponding to the period from July 1975 up to 31 December 1976 as full payment of the monthly rentals thereof, the same to be taken from the P300.000.00 awarded to the THIRD AND FOURTH PARTIES, upon receipt of which amount the FIFTH PARTY shall cause the dismissal of the ejectment suit he

filed against Mrs. Pacita delos Reyes- Philips in the Municipal Court of Makati. Metro Manila. All the parties hereto, particularly the SECOND and THIRD, covenant and confirm the sale of the aforesaid house and lot to the FIFTH PARTY and further waive in favor of the said FIFTH PARTY any and all rights and interests whatsoever the) ma have in and over the said property.

8. It is the essence of this Agreement that the parties hereto are mutual settling their respective claims and differences in the estate of the late Honesta D. Kelly and should the Supreme Court refuse lo approve this Compromise Agreement, then this Agreement shall be considered as of no further force and effect; otherwise, this Agreement shall be in full force and effect, lo be implemented by the parties hereto, and whoever shall violate the provisions hereof shall be liable to the innocent parties for damages and attorney's fees and cost of suit.

9. All the parties hereby agree that whatever interest earned by the estate in the savings deposit with the Philippine National Bank under Account No. 240301, together with the sum of P4.330.00 portion thereof, shall be paid to the co-administrator. Mr. OlympioG. Bermudez, as his co-administrator's fees in the proceedings.

IN WITNESS WHEREOF, the parties hereto, duly assisted by their respective counsel, have hereunto set their hands on January 26, 1978 in the City of Manila. Philippines, and on January ___, 1978 at Makati. Metro Manila. Philippines, respectively.

AUGUSTO DE LEON

WORLD WIDE TRAVEL SERVICE. INC.

First Party

Second Party

TAN D4520-G1924-A-7

TAN W5430-H1468-A-6

By:

LUISA ECHAUS

ANTONIO ABAD SANTOS

Third Party

Acting President

TAN 1197-538-0

TAN 100-620-3

By:

SALVADOR P. DE GUZMAN. JR.

ANTONIO ABAD SANTOS

Attorney-in-fact

Fourth Party

TAN D2257-M0627-A-1

TAN 1000-620-3

ERLINDA CAPARAS

MILA G. BELLO

Fourth Party

Fourth Party

TAN 3015-732-5

TAN 1080-338-5

By:

ENRIQUE V. RAZON

ERLINDA CAPARAS

Fifth Party

Attorney-in-fact

TAN 1707-127-5

TAN 3015-732-5

ROBERT RAY HOLLINGSWORTH

Sixth Party

WITNESSES:

OLYMPIO G. BERMUDEZ

Administrator

TAN 1083-621-1

ASSISTED BY:

PICAZO, SANTAYANA, REYES,

LUNA, PURUGANAN, CRUZ

TAYAO & ALFONSO

SISON & ONGKIKO

Attorney for the Second,
Attorney for the First
and Third Parties
and Fifth Parties & Admr.
3rd Floor, Zaragoza Bldg.
18th Floor, Pacific Bank
Gamboa cor. Trasierra Sts.
Makati Bldg., 6776 Ayala
Legaspi Village, Makati
Ave., Makati, Metro Mla.
Metro Manila

By: By:

SALVADOR P. DE GUZMAN, JR.

FERNANDO F. MANAS, JR.

PTR No.009377E, Mla.

PTR No. 7776659. Manila

January 19, 1977

January 3, 1977

ANTONIO C. AMOR

Attorney for the Sixth Party

202 13th Street, Port Area, Mla.

PTR No. 100302E, Manila

January 5, 1977

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)S.S.
CITY OF MANILA)

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, this 16 day of January, 1978,
personally appeared:

ANTONIO ABAO SANTOS with Residence Tax Certificate No. A-7684.7 issued at Manila on February 3, 1977, in his personal capacity and as Acting President of World Wide Travel Service, Inc. with Corporate Residence Tax Certificate Nos. C-3T7. and C-i-33_S56 issued at Manila on February 1, 1977 and March 15, 1977, respectively:

ERLINDA CAPARAS with Residence Tax Certificate No. A-76937 issued at Manila on January 7, 1977 in her personal capacity and as attorney-in-fact of MILA G. BELLO;

SALVADOR P. DE GUZMAN, JR. with Residence Tax Certificate No. A-438181 issued in Manila on January 6, 1977, as attorney-in-fact of LUISA ECHAUS;

known to me and to me known to be the same persons who executed the foregoing instrument consisting of nine (9) pages including this page on which the last portion of the ACKNOWLEDGMENT, insofar as the above-named persons are concerned, and the first portion of the second ACKNOWLEDGMENT insofar as the rest of the parties hereto are concerned, are written, and also including page 9 on which the last portion of said second ACKNOWLEDGMENT is written, and who acknowledged to me that the same is their own free and voluntary act and deed, and of the principals they represent.

I certify that all the pages hereof, except page 9, have been duly signed by the above-named parties hereto and their instrumental witnesses, that the rest of the parties hereto not mentioned in this ACKNOWLEDGMENT shall sign all the pages hereof under, and covered by, the second ACKNOWLEDGMENT contained in this page and on page 9 hereof, and that this instrument relates to a compromise agreement over the respective claims of the parties in the estate of the late Honesta D. Kelly/Marcelo now subject of G.R. Nos. L-40904 and L-41247 of the Supreme Court.

WITNESS MY HAND AND SEAL on the date and at the place first above written.

FRANCISCO O. AGUSTIN

Notary Public

Until Dec. 31, 1978

PTR No. 07048177

ISSUED AT MANILA

ON JANUARY 13, 1978

TAN

Doc. No. 175;

Page No. 19;

Book No. 115;

Series of 1978.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)S.S.
MAKATI, METRO MANILA)

BEFORE ME, a Notary Public for and in the City of Manila, this 14th day of February, 1978, personally appeared:

AUGUSTO DE LEON with Residence Tax Certificate No. A-489696 issued at Manila on January 7, 1977;

ENRIQUE RAZON with Residence Tax Certificate No. A58869 issued at Manila on January 3, 1977;

ROBERT RAY HOLLINGSWORTH with Residence Tax Certificate No. A-_____ issued at _____ on _____;

OLYMPIOG. BERMUDEZ with Residence Tax Certificate No. A-642919 issued at Manila on January 12, 1977;

all known to me and to me known to be the same persons who executed the foregoing instrument consisting of nine (9) pages including this page of which the last portion of this ACKNOWLEDGMENT, insofar as the above-named persons are concerned, is written, and who acknowledged to me that the same is their own free and voluntary act and deed.

I certify that all the pages hereof have been duly signed by the above-named parties hereto and their instrumental witnesses, that pages 1 to 8 hereof were already signed by the parties hereto and their instrumental witnesses covered by the first ACKNOWLEDGMENT under pages 7 and 8 hereof when this ACKNOWLEDGMENT is being executed, and that this instrument relates to a compromise agreement over the respective claims of the parties in the estate of the late Honesta D. Kelly/Marcelo now subject of G.R- Nos. L-40904 and L-4 I 247 of the Supreme Court.

WITNESS MY HAND AND SEAL on the date and at the place first above written.

GILBERTO B. PASIMANERO
Notary Public
Until December 31, 1979
PTR No. 027438
ISSUED AT MANILA ON 1-27-78
TAN 3118-755-2

Doc. No. 444;
Page No. 90;
Book No. 6;
Series of 1978.

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, LUISA ECHAUS, of legal age, Filipino, and with postal address at Apt. 54, Elena Apartments, L. Guerrero Street, Ermita, Manila, do hereby appoint, name, and constitute SALVADOR P. DE GUZMAN, JR., of legal age, Filipino, married to Esperanza V. Lorenzo, and a resident of 2697 Legarda Street, Sampaloc, Manila, to be my true and lawful attorney-in-fact, for me and in my name, place and stead, and for my own use and benefit, to do and perform the following acts and things, namely:

To enter into any compromise, settlement, agreement, partition, and/or division of any of the matters subject of:

- Sp. Proc. No. 55 10 of the Court of First Instance of Rizal entitled "In the Testate Estate of the late Honesta D. Kelly/ Marcelo, Luisa Echaus, Petitioner";
- G.R. No. L-40904 of the Supreme Court entitled "World Wide Travel Service, Inc. and Luisa Echaus, Petitioners, versus Court of Appeals, etc., et al.. Respondents";
- G.R. No. L-41247 of the Supreme Court entitled "Luisa Echaus, Petitioner, versus Hon. Pedro C. Navarro, etc., et al.. Respondents"; and
- Civil Case No. 239563 of the City Court of Manila entitled "Lopez Enterprises Co., Inc., Plaintiff, versus Luisa Echaus, Defendant."

as would effectively settle and/or otherwise terminate the above-stated proceedings/cases, under such terms and conditions that my said attorney-in-fact may deem fitting, proper and or beneficial.

HEREBY GIVING AND GRANTING unto my said attorney-in-fact full power and authority to do and perform every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present, hereby RATIFYING and CONFIRMING all that my said attorney-in-fact. his delegates or substitutes, shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF. I have hereunto set my hand this 9 day of November, 1977

_____.

(Sgd.) LUISA ECHAUS

TAN _____

SIGNED IN THE PRESENCE OF:

Mary Luisa L. Aldeguer

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) S.S.

On this 9th day of November, 1977, before me, Jose J. Baron, a Notary Public, State of California, duly commissioned and sworn, personally appeared Luisa Echaus, known to me to be the person described in and whose name she subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the day and year in this certificate first above written.

Jose J. Baron

Notary Public

My Commission expires April 11, 1978

CONSULATE GENERAL OF THE)
REPUBLIC OF THE PHILIPPINES,) SS.

CITY AND COUNTY OF SAN FRANCISCO)
STATE OF CALIFORNIA. U.S.A)

WILLY C. GAA, VICE CONSUL, of the Republic of the Philippines at San Francisco, California, U.S.A. duly commissioned and qualified, do hereby certify that *** JOSE J. BARON*** before whom the annexed instrument has been executed, was at the time he signed the attached certificate, a Notary Public in and for the City and County of San Francisco, State of California, U.S.A., whose commission expires 11 April 1978, and with full faith and credit are and ought to be given to his official act.

That the contents of the annexed document, this Consulate General assumes no responsibility.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Philippine Consulate General of the Republic of the Philippines at San Francisco, California, U.S.A. this 9th day of November, 1977.

WILLY C.GAA
VICE CONSUL

Fees: P10.00
Series of 1950
Official Receipt.No. 111
Doc. No. 46
Book No.
Page No. 276
Series of 1977

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

I, MILAGROS BELLO GUZMAN, of legal age, married and with business address at World-Wide Travel Service, Inc., Macario Adriatico, Malate, Manila, hereby name, constitute and appoint ERLINDA M. CAPARAS, single and resident of 7447 Highland St., to be my true and lawful attorney, for me and in my name, place and stead to do and perform the following acts and things to wit:

1. To represent me in all negotiations and proceedings involving the settlement of the estate of Honesta Kelly and subject to the condition that my said attorney-in-fact ERLINDA M. CAPARAS, in her personal capacity and ANTONIO ABAD SANTOS agree, to decide for and bind me in any compromise and settlement that all the parties may agree to concerning the said estate;
2. To receive any and all monies or instruments that may be due me in settlement of the estate of Honesta Kelly and to deposit the same in my name with any banking institution that she may so choose;
3. To act as my proxy in any meeting of the stockholders of World-Wide Travel Service, Inc. as fully as I would be entitled to do if personally present, upon all legal matters which may be taken before said meeting.

GIVING AND GRANTING unto the said attorney-in-fact and proxy full power and authority to do and perform every legal act and thing whatsoever requisite or necessary to be done in and about the premises as fully to all intents and purposes as I might or could lawfully do if personally present and CONFIRMING all that the said attorney-in-fact shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF. I have hereunto set my hand this 14th day of August. 1976 in Manila, Philippines.

MILAGROS BELLO-GUZMAN

Signed in the Presence of:

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) SS.

BEFORE ME. a Notary Public for and in Manila, appeared:

NAME

RES. CERT. NO.

DATE

PLACE OF ISSUE

MILAGROS BELLO GUZMAN

A 141294

1/23/76

Manila

known to me and to me known to be the same person who executed the foregoing instrument, and they acknowledged to me that the same is her free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 14th day of August, 1976 at the place hereinabove written.

RAMON R.POSADAS

Notary Public

Until Decembers 1. 1977

PTR# 2869633

Pasay City-Jan. 20. 1976

Doc. No. 291:

Page No. 58;

Book No.J;

Series of 1976.

(End of text of Compromise Agreement and Annexes A and B thereof)

The Court finds the above Compromise Agreement to be proper and in order, whereby the parties have settled amicably their controversy in the cases at bar apparently to the mutual satisfaction of all concerned.

ACCORDINGLY, as prayed for by the parties with the assistance of their respective counsels, the Court hereby approves the Compromise Agreement as submitted by the parties and incorporated in the body of this decision and remands the same with the records to the court below for implementation in accordance with the respective agreements and undertakings of the parties therein.

Castro C.J., Makasiar. Muñoz Palma, and Guerrero, JJ., concur.

Fernandez, J., took no part.

[*]This is to obviate the possibility of any clerical or typographical errors if the Agreement were to be copied or retyped. The Court has, however, noted several clerical and grammatical errors in the Agreement as submitted, but leaves them as they are since they do not affect the substance of the Agreement.

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