

VERA DEL CAMPO, PLAINTIFF-APPELLEE, VS. SPOUSES CORAZON AND RICARDO CALAQUIAN, JJ. DEFENDANTS-APPELLANTS.

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COSICO, J:

This is an appeal assailing the Decision[1] dated April 29, 2004 and Order[2] dated July 29, 2004 of the Regional Trial Court, Branch 255 of Las Piñas City in Civil Case No. LP-96-0250 which is a case denominated as an action for nullification of title with damages filed by herein plaintiff-appellee Vera Del Campo against several persons, among whom are herein defendants-appellants spouses Ricardo and Corazon Calaquian who were the previous transferees of a parcel of land covered by Transfer Certificate of Title [TCT] No. 55611 (“subject property”). The decretal portion of the appealed Decision reads:

“WHEREFORE, the foregoing considered, the Court finds for the plaintiff Vera del Campo and against the defendants Luz Cosme Dalandan, Alicia Arieta and Sps. Rocardo & Corazon Calaquian and hereby orders said defendants to pay the herein plaintiff the following, thus:

1. the amount of P615,000.00 as actual damages, plus 12% interest per annum until the same is fully paid;
2. the amount of P150,000.00 as and by way of attorney’s fees; and,
3. the costs and expenses of litigation.

The issuance of TCT No. 55611 in favor of defendants Sps. Benny and Annabelle Condeza is hereby declared as valid, although the claim of said defendants for damages and attorney’s fess are denied.

Further, the herein complaint against the defendant Solid Bank Corp. is hereby dismissed for lack of merit, aside from being moot and academic.

SO ORDERED.” [April 29, 2004 Decision, pp. 13-14]

Defendants-appellants spouses filed a motion for reconsideration of the above-quoted decision which was denied by the trial court in its Order dated July 29, 2004.

The Facts

As culled from the records, the following are the antecedent facts of the case.

On October 29, 1996, plaintiff-appellee as represented by her attorney-in-fact, filed a complaint[3] for annulment of title with damages respecting a parcel of land, more particularly described as Lot 19, Block 6 with an area of 205 square meters situated at Las Piñas City and covered by TCT No. 38066 against defendants-appellants spouses, Luz Cosme Dalandan and Alicia Arieta. This complaint was amended to additionally implead the spouses Benny and Annabelle Condeza [“spouses Condeza”]and Solid Bank Corporation as the present transferees and mortgagee respectively, of the subject property.

In the amended complaint[4], plaintiff-appellee alleged that she is the owner of the subject property now covered by TCT No. 55611[5] in the name of the spouses Condeza, having bought the same from VAA Builder Corporation sometime in October 1992 and to which TCT No. 31823[6] was issued in her name. Thereafter, in dire need of money to pay the arrears of a real estate mortgage loan, plaintiff-appellee was introduced to Luz

Cosme Dalandan who was able to convince her through the use of deceit, fraud and machinations, to get the money she needed by obtaining another loan for her property then later on have the same property sold. As a result of Dalandan's inducements, plaintiff-appellee gave to the former her copy of TCT No. 31823 to enable Dalandan to sell the subject property. Unknown to plaintiff-appellee, Dalandan forged her signature in an alleged Deed Of Donation dated March 19, 1993[7] wherein it was made to appear that the subject property was donated to Alicia Arieta to which the latter was issued TCT No. T-34418[8] covering the said property.

Upon discovery of the fraudulent acts committed by Dalandan and Arieta, plaintiff-appellee sought the assistance of the Office of the President to recover the subject property. In turn, the Office of the President referred plaintiff-appellee to the National Bureau of Investigation [NBI] wherein a copy of the Deed of Donation dated March 19, 1993 bearing plaintiff-appellee's purported signature and several specimen signatures of the latter were submitted to the Bureau for examination. In this regard, the NBI issued Questioned Document Report No. 439-596[9] declaring the signature in the March 19, 1993 Deed of Donation purporting to be that of plaintiff-appellee was not hers.

Subsequently, Solidbank Corp. filed a motion to dismiss the complaint for failure to state a cause of action which was denied by the trial court in its Order[10] dated March 18, 1997.

The parties thereafter filed their respective answers to the complaint. Among the defendants therein, only the spouses Condeza[11], Solidbank Corp.[12] and defendants-appellants[13] filed the responsive pleading while defendants Dalandan and Arieta were declared in default.

For their defense, the spouses Condeza and defendants-appellants averred that they were purchasers in good faith and for value over the subject property. On their part, defendants-appellants spouses insisted that they purchased the said property from Arieta in consideration of the sum of P150,000.00 pursuant to a deed of sale executed by Arieta in their favor.[14] There were no apparent defects in the title of Arieta to arouse defendants-appellants' suspicion that the same is fraudulent. Meanwhile, the spouses Condeza maintained that there were no assertions on the part of plaintiff-appellee that they were aware of the alleged fraud committed against the latter. As such, being innocent purchasers for value they had the right to rely on the correctness of the certificate of title shown to them by the defendants-appellants.

On the other hand, Solidbank Corporation claimed that it acted in good faith when it granted the spouses Condeza the loan and accepted the subject property as collateral. There was no irregularity on the face of the spouses Condeza's title as to excite the bank's suspicion.

Trial on the merits thereafter ensued with the parties presenting their respective testimonial and documentary evidence. To refute the evidence of plaintiff-appellee, the spouses Calaquian presented the testimony of Ricardo Calaquian to show that the spouses were in good faith when they bought the property from Arieta. During the course of such testimony, the following documentary evidence were presented and marked as exhibits:[15] (a) TCT No. T-34418 over the subject property in the name of Alicia Arieta; (b) Deed of Absolute sale dated December 8, 1993 over the subject property between Arieta and the spouses Calaquian; (c) TCT No. 38066 over the subject property in the name of Corazon Calaquian married to Ricardo Calaquian; (d) Deed of Sale dated July 3, 1996 executed between the spouses Calaquian and spouses Condeza; (e) Tax declaration of Real Property No. C-017-12896 in the name of Alicia Arieta; (f) Official receipt No. 6837 dated April 5, 1993 of the Office of the Treasurer of Las Piñas, Metro Manila; and (g) Certificate dated April 5, 1993 issued by the Office of the Treasurer. These documents were later on formally offered by defendants-appellants as part of their evidence.

Ricardo Calaquian was partially cross-examined and his cross-examination was declared terminated by the trial court in its March 9, 2001 Order[16]. On April 6, 2001, the trial court issued another order[17] ordering the

testimony of Ricardo Calaquian to be stricken-off the record by reason of the fact that plaintiff's counsel failed to cross-examine him. By reason of such order, a motion for reconsideration was filed by the spouses Calaquian. However, without acting on the said motion and without admitting the spouses' formal offer of documentary evidence, the trial court rendered a Decision dated April 29, 2004.

The Regional Trial Court's Decision

In ruling in favor of Vera del Campo, the trial court found defendants-appellants to be purchasers in bad faith and together with Luz Cosme Dalandan and Alici Arieta were adjudged to be liable for damages:

"The Court is convinced that plaintiff del Campo was aggrieved by the invalid deed of donation involving the subject property to defendant Arieta, including the subsequent sale thereof to defendants Sps. Calaquian, but does not find merit in causing the cancellation of TCT No. 55611 in the name of the defendants Sps. Condeza.

x x x

Surely, the plaintiff has a cause of action against the defendants Dalandan and Arieta as they have a direct participation in the fraud committed against her. The same is true of defendants Sps. Calaquian since they cannot claim to be innocent purchasers or buyers in good faith. For one, the prior deed from where defendant Arieta apparently derived her right to the property of plaintiff del Campo is nothing but a fabricated and non-existent document. Evidently, no valid title can be acquired by the defendants Sps. Calaquian by simply relying thereon.

Further, the Court firmly believes that the defendants Sps. Calaquian were aware of the defect in the title of defendant Arieta over the subject property. The signatures of defendant Arieta in the deed of donation and in the deed of sale she executed in favor of the defendants Sps. Calaquian are clearly different even with use of the naked eye. Also, the said property was only donated on "19 March 1993" and yet defendant Arieta purportedly sold the same to them several months after, or sometime in "December 1993". These alone should have served notice on the defendants Sps. Calaquian that there was something amiss about their transaction with defendant Arieta.

As if these were not enough, the consideration of "P150,000.00" is "suspect" taking into account the fact that the property consisted of "205 square meters".

In sum, the defendants Sps. Calaquian cannot be considered buyers in good faith of the subject property. Instead, and in the absence of any to help their cause, they were well aware that their predecessor-in-interest, defendant Arieta, illegally acquired the property previously registered in the name of the herein plaintiff. x x x

x x x

The Court agrees that, unlike in the case of the defendants Sps. Calaquian, the Sps. Condeza did not have any participation in the irregularity that attended the acquisition of the herein property by the defendant Arieta. As they have proven that prior to the purchase thereof they checked the title with the Regioster of Deed of Las Piñas and found the said title of the defendants Sps. Calaquian was "clean and Clear", then they have every reason to rely thereon. x x x [Decision, pp. 9-11]

x x x

Clearly, the cancellation or nullification of TCT No. 55611 in the name of defendants Sps. Condeza and the reinstatement of TCT No. 31823 in the name of plaintiff del Campo can no longer be done or accomplished, As buyers in good faith, the defendants Sps. Condeza are duly protected with respect to their acquisition of the subject property even when their predecessors-on-interest have defective titles thereto. [Id. at 13]

Instead, the plaintiff is entitled to the payment of actual damages owing to the loss of the subject property by

reason of the fraud committed by defendants Dalandan, Arieta and Sps. Calaquian. Having established that the deed of donation bears her fake or forged signature, she was thus unduly deprived of her property. This being so, she is entitled to recover the value thereof estimated in the sum of P615, 000.00. x x x

In addition, the plaintiff asked for the payment of attorney's fees owing to the filing of the instant suit to recover her property. This Court finds as owing as well to the plaintiff.”[18] [Ibid.]

As earlier adverted to, a motion for reconsideration of the above-quoted decision was filed by defendants-appellants but the same was denied by the trial court in its July 29, 2004 Order in this wise:

“The Court, after taking into account the foregoing, does not find merit in the instant motion.

To begin with, no less than defendants Sps. Calaquian themselves admitted that their Motion for reconsideration dated 18 May 2001 “was overlooked due to inadvertence” so that the “records do not show that the (same) was ever resolved by the Honorable Court.” This being the case, the Order dated 06 April 2001 wherein the testimony of defendant Ricardo Calaquian “was ordered stricken off the record” remains undisturbed. Surely, the Court cannot just ignore this. More importantly, the said Order could no longer be reversed or set aside at this late stage of the case wherein a Decision dated 29 April 2004 had already been rendered.

Added to this, the Court cannot recognize documents offered in evidence which were not ruled upon or admitted. After all, the fact remains that even though the defendants Sps. Calaquian submitted their Formal Offer of Evidence dated 18 September 2001 the said offer was not acted by the Court. Unfortunately, when the defendants Sps. Condeza moved that the case be submitted for decision in its Motion dated 17 January 2002, the herein defendants Sps. Calaquian did not even raise any matter which remain unresolved. Thus, by their own inaction, the testimony of defendant Ricardo Calaquian was left stricken off the record and the documents they offered in evidence stayed unacted upon by the Court.

As such, the Court cannot just reverse its findings that defendants Sps. Calaquian “cannot claim to be innocent purchasers or buyers in good faith.” It must be pointed out that “the allegations of plaintiff del Campo in the instant case ended up being undisputed” even when the defendants Sps. Calaquian “tried to present their evidence and offer the same” since ‘these could not be taken into account considering the striking off from the record of the testimony of defendant Ricardo Calaquian.’”[19][Id. at 2]

Hence, the instant appeal. Verily, plaintiff-appellee no longer filed her own appeal from the trial court's decision which ruled that the subject property can no longer be recovered considering that it is already in the hands of innocent purchasers in good faith. The main issue in this appeal revolves around the liability of defendants-appellants to plaintiff-appellee for damages under the attendant facts.

The Present Appeal

Defendants-appellants spouses ascribe the following errors allegedly committed by the trial court, to wit:

- In striking-out the testimony of defendant Ricardo Calaquian after it was declared to have been completed and terminated via an order of the said trial court; as a consequence, the formally offered exhibits were likewise rejected and disregarded.

- In not holding defendants-appellants as buyers in good faith and for value of the subject property;

In including the herein defendants-appellants as liable for damages in favor of the plaintiff.

The spouses Calaquian argue[20] that the trial court erred in ordering that the testimony of Ricardo Calaquian be stricken-off the records considering that in its Order[21] dated March 9, 2001, the cross-examination of the said

witness was already terminated. Defendants-appellants lay stress that the said testimony also incorporated the documentary evidence relied upon by the spouses to support their allegation of 'purchasers in good faith'. Such that, had the trial court not ordered the striking-off of defendant-appellant Ricardo's testimony, the spouses would have proven their allegation that they are purchasers in good faith of the said property and should not therefore be made liable to plaintiff-appellee for damages.

On the other hand, plaintiff-appellee avers[22] otherwise and advances that the trial court is correct in not giving any weight to the testimony of Ricardo Calaquian considering that the spouses themselves admitted that the motion for reconsideration filed with the trial court wherein they sought the reconsideration of the striking-off in the records of the case of the said testimony was never resolved by the trial court. Similarly, though the defendants-appellants submitted a formal offer of their evidence, it does not appear that the trial court admitted the same. No formal offer of proof or tender of excluded evidence was likewise made by parties to the trial court. As such, the evidence not admitted cannot be considered by the trial court in disposing of the case.

Lastly, the defendants-appellants' testimonial and documentary evidence do not sufficiently support a finding that they are purchasers in good faith absent factual circumstances to show that the spouses Calaquian made inquiries leading to the issuance of the certificate of title issued to Arieta. Had they done so, the spouses would have easily seen that the signatures of defendant Arieta in the Deed of Donation and Deed of Sale executed in their favor are unmistakably different. Such failure to make inquiries bolsters the finding that the spouses were in bad faith, thus, they are liable to answer for damages to plaintiff-appellee.

This Court's Ruling

The appeal is meritorious.

Striking-out of Ricardo Calaquian's

testimony was Improper

As borne out by the records, the trial court disregarded the documentary evidence submitted by the spouses Calaquian by reason of the fact that it had previously ordered the striking out of the testimony of defendant-appellee Ricardo Calaquian. Thus, reasoned out by the trial court:

"To begin with, no less than defendants Sps. Calaquian themselves admitted that their Motion for reconsideration dated 18 May 2001 "was overlooked due to inadvertence" so that the "records do not show that the (same) was ever resolved by the Honorable Court." This being the case, the Order dated 06 April 2001 wherein the testimony of defendant Ricardo Calaquian "was ordered stricken off the record" remains undisturbed. Surely, the Court cannot just ignore this. More importantly, the said Order could no longer be reversed or set aside at this late stage of the case wherein a Decision dated 29 April 2004 had already been rendered.

Added to this, the Court cannot recognize documents offered in evidence which were not ruled upon or admitted. After all, the fact remains that even though the defendants Sps. Calaquian submitted their Formal Offer of Evidence dated 18 September 2001 the said offer was not acted by the Court. Unfortunately, when the defendants Sps. Condeza moved that the case be submitted for decision in its Motion dated 17 January 2002, the herein defendants Sps. Calaquian did not even raise any matter which remain unresolved. Thus, by their own inaction, the testimony of defendant Ricardo Calaquian was left stricken off the record and the documents they offered in evidence stayed unacted upon by the Court."

We disagree.

Basic is the rule that the testimony of a witness given on direct examination should be stricken off the record

where there was no adequate opportunity for cross-examination.[23] Thus, where a party had the opportunity to cross-examine a witness but failed to avail himself of it, he necessarily forfeits his right to cross-examine and the testimony given by the witness on direct examination will be allowed to remain on record.[24]

Under the present facts of the case, the plaintiff-appellee was given adequate opportunity to cross-examine defendant-appellant Ricardo Calaquian. As the records show, the failure to further cross-examine the said witness was not through the latter's fault but can solely be attributed to the acts of plaintiff-appellee's own counsel. This fact is clearly evident from a reading of the March 9, 2001 Order where the cross-examination of Ricardo Calaquian was ordered terminated upon manifestation of plaintiff-appellee's counsel, to wit:

“Upon manifestation by Atty. Mata, collaborating counsel for the plaintiff, the cross examination of defendant Calaquian is ordered terminated.”

Hence, the trial court's subsequent April 6, 2001 Order striking-out the testimony of Ricardo Calaquian had no factual and legal bases. In this regard, we cannot also agree to the trial court's supposition that the defendants-appellants failed to exert any effort to have Ricardo's testimony admitted as well as defendants-appellants' documentary evidence. We are not unmindful of the fact that defendants-appellants filed a motion for reconsideration to contest the April 6, 2001 Order of the trial court striking-out the testimony of Ricardo Calaquian. Likewise, defendants-appellants likewise made a formal offer of their documentary evidence. As such, if anybody has been remiss of its duties, it is not defendants-appellants but the trial court which failed to act on the spouses Calaquian's pending motion as well as their formal offer of evidence before rendering its decision. Considering the foregoing, we thus find that it is only proper and just to have Ricardo Calaquian's testimony as well as defendants-appellants documentary evidence be considered in resolving the issues in the instant appeal.

Parenthetically, plaintiff-appellee advances that the failure of the defendants-appellants to make a tender of excluded evidence as provided for under the rules would inevitably bar this Court from determining and appreciating for itself such rejected evidence. This argument is not well-taken.

Section 40, Rule 132 of the Revised Rules on Evidence states:

SEC. 40. Tender of excluded evidence. – If documents or things offered in evidence are excluded by the court, the offeror may have the same attached to or made part of the record. If the evidence excluded is oral, the offeror may state for the record the name and other personal circumstances of the witness and the substance of the proposed testimony.

The rule is that any evidence which a party desires to submit for the consideration of the court must formally be offered by him.[25] Such a formal offer is necessary because it is the duty of the judge to rest his findings of facts and his judgment only and strictly upon the evidence offered by the parties at the trial.[26] The offer may be made in any form sufficient to show that the party is ready and willing to submit the evidence to the court.[27] Verily, if the trial court rejects an evidence offered by a party, the party's recourse is to make a formal offer of proof, stating for the record what the witness could have testified to were his testimony not excluded, as well as attaching to the record any rejected exhibits.[28]

In this respect, the evidence of defendants-appellants consisting of documentary evidence which were formally offered before the trial court and the direct and partial cross-examination of Ricardo Calaquian (TSN October 26, 2000 and November 21, 2000) are made part of the records. Moreover, it also appears that the trial judge, in the motion for reconsideration of his decision was apprised of the substance, purpose and relevancy of the excluded evidence. As such, we find that defendants-appellants have sufficiently made a tender of excluded evidence in accordance with Sec. 40 of Rule 132. Indeed, there is tender of excluded evidence where the exhibits and

testimonial evidence presented by a party, although not admitted is attached on the records as to enable the appellate court, on appeal, to examine the same and the propriety of their rejection.[29]

As we have earlier determined, the trial court had no factual or legal ground to exclude defendants-appellants' evidence. Consequently, and to prevent a miscarriage of justice, we shall now consider the same in resolving this appeal.

Evidence Shows Defendants-Appellants' Good Faith

In finding bad faith on the part of defendants-appellants spouses, the trial court ruled:

Further, the Court firmly believes that the defendants Sps. Calaquian were aware of the defect in the title of defendant Arieta over the subject property. The signatures of defendant Arieta in the deed of donation and in the deed of sale she executed in favor of the defendants Sps. Calaquian are clearly different even with use of the naked eye. Also, the said property was only donated on "19 March 1993" and yet defendant Arieta purportedly sold the same to them several months after, or sometime in "December 1993". These alone should have served notice on the defendants Sps. Calaquian that there was something amiss about their transaction with defendant Arieta.

As if these were not enough, the consideration of "P150,000.00" is "suspect" taking into account the fact that the property consisted of "205 square meters".

In sum, the defendants Sps. Calaquian cannot be considered buyers in good faith of the subject property. Instead, and in the absence of any to help their cause, they were well aware that their predecessor-in-interest, defendant Arieta, illegally acquired the property previously registered in the name of the herein plaintiff. x x x

We disagree to the foregoing disquisition.

Good faith consists in the possessor's belief that the person from whom he received the thing was the owner of the same and could convey his title.[30] Good faith, while it is always to be presumed in the absence of proof to the contrary, requires a well founded belief that the person from whom title was received was himself the owner of the land, with the right to convey it.[31] There is good faith where there is an honest intention to abstain from taking any unconscientious advantage from another.[32] Otherwise stated, good faith is the opposite of fraud and it refers to the state of mind which is manifested by the acts of the individual concerned.[33]

As pointed out by defendants-appellants, they could not have been put on guard as to the alleged defect in the title of Alicia Arieta as there is nothing in the records of the case that would show that the spouses Calaquian were given a copy of the said Deed of Donation. Moreover, the circumstances taken into account by the trial court to prove that defendants-appellants' bad faith, that is, that the subject property was immediately sold to them by Arieta within a year after the same was donated to the latter and the insufficiency of the purchase price for the said property are premised on speculations on the part of the trial court. In fact, no evidence was presented to show that the purchase price for the value of the subject property, in 1993, was inadequate. This is also true with respect to the immediate disposal of the property within a year after the acquisition of the seller thereof. Moreover, to consider the immediate disposal of the property after acquiring the same, as evidence of bad faith would result in an unreasonable scenario where a mandatory period will have to be observed before good faith will be presumed on the part of the buyer and seller, in the disposal of the latter's property. This would impose undue burden on the part of the owner of a property who's right to dispose his property at his pleasure would be impinged upon. Hence, the trial court's ruling of bad faith which is founded on mere conjectures cannot overcome the presumption of good faith.[34]

Such being the case, the Supreme Court has consistently ruled that every person dealing with registered land may

safely rely on the correctness of the certificate of title issued therefor and the law will in no way oblige him to go beyond the certificate to determine the condition of the property.[35] A person is charged with notice only of such burdens and claims as are annotated on the title.[36] Thus, where there is nothing in the certificate of title to indicate any cloud or vice in the ownership of the property, or any encumbrance thereon, the purchaser is not required to explore further than what the Torrens Title upon its face indicates in quest for any hidden defects or inchoate right that may subsequently defeat his right thereto.[37] Simply put, in order that a purchaser may be considered a purchaser in good faith, it is enough that he examine[s] the latest certificate of title.[38]

To our mind, defendants-appellants had more than established the fact that they dealt in good faith when they purchased and subsequently disposed of the subject property. Although Arieta's title thereon was unlawfully secured, such fact cannot prejudice the rights of defendants-appellants absent any showing that they had any knowledge or participation in such irregularity. Thus, they cannot be obliged to look beyond the certificate of title which appeared to be valid on its face and without any annotation of plaintiff-appellee's adverse claim.

Notably, it does not escape our attention that defendants-appellants nonetheless exerted efforts beyond an examination of the title of Arieta to verify the ownership. This is substantiated by the testimonial and documentary evidence which was previously disregarded by the trial court. As the said evidence reveal, defendants-appellants spouses engaged the services of a real-estate agent to make inquiries regarding Arieta's title. The spouses also conducted an ocular inspection of the property and found no circumstance to excite their suspicion. They also secured copies of Arieta's tax declarations over the subject property.

Therefore, considering the foregoing disquisition, defendants-appellants cannot be held liable for damages to plaintiff-appellee. All told, the ruling of the Supreme Court in the case of *Spouses Lim v. Spouses Chuatoco*, assumes great significance in the case at bar, to wit:

"It may not be a pleasant task for the Court to uphold the effects of a transaction that is rooted in falsity. Yet whatever sympathies may be judicially appreciated for the deceived party must be balanced in deference to the protection afforded by law to the innocent purchaser for value. If such innocence or good faith is established by the evidence, or insufficiently rebutted by the disputant, then the corresponding duty of the Court is simply to affirm the rights of the purchaser in good faith. It is mischief at worse, and error at least, for a court to misread or inflate the facts to justify a ruling for the defrauded party, no matter how wronged he or she may be. Relief for such injury should be obtainable instead in a proper proceeding against the malfeasant transferor, and not the innocent transferee."

WHEREFORE, premises considered, the Decision dated April 29, 2004 and Order dated July 29, 2004 of the Regional Trial Court, Branch 255 of Las Piñas City in Civil Case No. LP-96-0250 finding defendants-appellants spouses Ricardo and Corazon Calaquian liable for damages to Vera del Campo is REVERSED and SET ASIDE.

SO ORDERED.

Sundiam, and Librea-Leagogo, JJ., concur.

[1] Records at 639-652.

[2] *Id.* at 705-707.

[3] *Id.* at 1-6.

[4] *Id.* at 18-23.

[5] *Id.* at 32.

- [6] Id. at 9.
- [7] Id. at 10-11.
- [8] Id. at 15-16.
- [9] Id. at 12-13.
- [10] Id. at 120-122.
- [11] Id. at 69-72.
- [12] Id. at 131-136.
- [13] Id. at 81-86.
- [14] Id. at 87-88.
- [15] Id. at 502-A; 368-370; 372; 503-505.
- [16] Id. at 465
- [17] Id. at 473.
- [18] Id. at 647-651.
- [19] Id. at 706.
- [20] Rollo at 29-39.
- [21] Records at 465.
- [22] Rollo at 70-88.
- [23] *People v. Monje*, 390 SCRA 160, 171 [2002].
- [24] Ibid
- [25] *People v. Alicante*, 332 SCRA 440, 450- 451 [2000].
- [26] Id. at 451.
- [27] Ibid.
- [28] *Herrera*, Remedial Law, 342 [1992 ed.]
- [29] *Regalado*. Remedial Law Compendium, 693 [1999 ed.]
- [30] *Spouses Lim v. Spouses Chuatoco*, 453 SCRA 308, 317 [2005].
- [31] Ibid.
- [32] Ibid.
- [33] Id. at 317-318.
- [34] Id. at 324.
- [35] Id. at 318.
- [36] Ibid.

[37] Ibid.

[38] Id. at 321.

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