

ANTONIO ISIDORO & SONS, INC., REPRESENTED BY ITS VICE-PRESIDENT, HENRY UY, PLAINTIFF-APPELLEE, V. SOLIDBANK CORPORATION, REPRESENTED BY ITS VICE-PRESIDENT, MAMERTO MARCELO, AND ...

Ponente: ELBINIAS, J.

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ELBINIAS, J.:

Subject here is an Appeal[1] filed under Rule 41 of the Rules of Court. The Appeal assails the Decision[2] dated February 22, 2010 of the Regional Trial Court, Branch 17 of the City of Manila (“lower court” for brevity) in Civil Case No. CV-94-71058 for “NULLITY OF MORTGAGE CONTRACT AND FORECLOSURE OF MORTGAGE AND AUCTION SALE.”[3]

The salient facts are as follows:

Spouses Jose Isidoro Uy (“Jose” for brevity) and Leticia Uy (“Leticia” for brevity), with Juanita Liao (“Juanita” for brevity) as a co-borrower, obtained a loan in the total amount of Seven Million Pesos (P7,000,000.00) from defendant-appellant Solidbank Corporation (“defendant-appellant bank” for brevity).[4] To secure the loan, Jose executed a Real Estate Mortgage[5] (“REM” for brevity) dated December 10, 1992 over the real property covered by TCT No. 197673,[6] which was registered in the name of plaintiff-appellee Antonio Isidoro & Sons, Inc. (“plaintiff-appellee” for brevity).

For failure of Jose, Leticia, and Juanita to pay the loan, defendant-appellant bank initiated Extrajudicial Foreclosure Proceedings against plaintiff-appellee's property.[7]

After an auction sale[8] was held on July 8, 1994, defendant-appellant bank was declared as the highest bidder.

On July 15, 1994, plaintiff-appellee filed a Complaint[9] for “NULLITY OF MORTGAGE CONTRACT AND FORECLOSURE OF MORTGAGE AND AUCTION SALE” against defendant-appellant bank.

On July 26, 1994, plaintiff-appellee filed an “Urgent Ex-Parte Motion to Admit Amended Complaint for Nullity of Mortgage Contract And Foreclosure of Mortgage and Auction Sale with Prayer for Preliminary Injunction and/or Temporary Restraining Order.”[10]

The other pertinent facts are those as found in the lower court’s Decision[11] dated February 22, 2010, to wit:

“Through the action before the Court, the plaintiff (plaintiff-appellee here) sought to impugn the Real Estate Mortgage Contract on a realty covered by Transfer Certificate of Title No. 197673 (subject property here), which accessory contract was between Spouses Jose and Leticia Uy and defendant Solidbank Corporation (defendant-appellant bank here). Assailed too was the extrajudicial foreclosure and auction sale thereto. xxx

xxx

When the evidence presented during the hearing for the writ of preliminary injunction was adopted as plaintiff Corporation's evidence, counsel for plaintiff Corporation proceeded to present additional testimonial evidence

through the person of Francisco Uy. He also told the Court some details: that he is the Corporate Secretary of Plaintiff Corporation which is a family corporation, and he proceeded to enumerate the members of the Board of Directors to be composed of Antonio Isidoro Uy, Tomas Uy, Carlos Uy, Juanita Uy and Francisco Uy; that Jose Isidoro Uy, who signed the Real Estate Mortgage subject of this inquiry, was not the Chairman of the Board or President of Plaintiff Corporation but a mere stockholder; that there was no Board Resolution passed authorizing Jose Isidoro Uy to negotiate any credit facility with Defendant Bank; that co-defendant Bank never conducted any form of credit investigation or inquiry on the Corporation; that the amount of the loan was received by Jose Isidoro Uy; that Isitrade and Co. also did not pass any Board Resolution authorizing Jose Isidoro Uy to negotiate any loan obligation with Defendant Bank; that it was only after the receipt of demand letters that he became aware of said loan obligation; that upon awareness of such misrepresentations made with Defendant Bank by Jose Isidoro Uy, Plaintiff Corporation intended to file Criminal complaints against him but however reneged upon learning that there was already a Warrant of Arrest for him. After which, the documents testified primarily by Henry Uy during the hearing for the Preliminary Injunction were [then] identified anew by Francisco Uy. xxx

On the part of the defense, evidence was based on the testimony of Ms. Yolanda Dizon, Division Head of the Special Account Division of Metrobank (of which Solidbank was subsequently merged to[]) who narrated on the following matters: that she was employed as an account officer in 1993 up to mid-2000; that during her employ as such, she became informed of a loan executed between Jose Isidoro Uy, Leticia Uy, Antonio Isidoro and Sons, Inc. as co-makers of promissory notes and Solidbank; that plaintiff Corporation authorized Jose Isidoro Uy to contract such loan as evidenced by the minutes of the Special Meeting of the Board of Directors of the Antonio Isidoro and Sons, Inc. dated August 21, 1992; that before a loan application may be processed, it should satisfy all requirements, such as, complete application form along with financial documents as well as the Articles of Incorporation and By-Laws; that as part of the standard operating procedure for loan applications with Defendant Bank, credit investigation was conducted; and that there was an appraisal of the subject property to be mortgaged.”[12] (Emphasis supplied)

On February 22, 2010, the lower court rendered its assailed Decision[13] in favor plaintiff-appellee. The dispositive portion of the Decision decreed:

“WHEREFORE, judgment is hereby rendered in favor of the plaintiff, thusly:

- declaring the nullity of the Real Estate Mortgage entered into on December 10, 1992, constituted over the real property of the plaintiff covered by TCT No. 197673; and
- declaring the nullity of foreclosure and auction sale; with permanent injunction insofar as co-defendant bank.

No special pronouncement is made as to damages for lack of factual basis therefor, inclusive of the counterclaim, and against Sheriff Regio B. Rueta, he being a nominal party defendant.

IT IS SO ORDERED.”[14]

Defendant-appellant bank then filed the Appeal[15] at bench, praying that:

“WHEREFORE, premises considered, the Defendant-Appellant Bank respectfully prays that the Decision dated 22 February 2010 rendered by the Trial Court be REVERSED and SET ASIDE, and that the Plaintiff's Amended Complaint be dismissed for noncompliance with Supreme Court Administrative Circular No. 04-94.

It is likewise prayed that the Writ of Injunction be lifted and set aside.

The Defendant-Appellant prays for such further or other relief just and equitable under the premises.”[16]

Defendant-appellant bank raised the following assignment of errors:

“I.

The Trial Court gravely erred in declaring as null and void the Real Estate Mortgage entered into by and between the Plaintiff-Appellee and the Defendant-Appellant Bank on 10 December 1992 constituted on the Plaintiff-Appellee's real property covered by TCT No. 197673 considering that the Defendant-Appellant Bank is a mortgagee for value and in good faith.

II.

The Trial Court gravely erred in declaring as null and void the foreclosure proceedings and the auction sale considering that the conduct of the foreclosure proceedings initiated by the Defendant-Appellant Bank against the Plaintiff-Appellee's real property was perfectly valid and regular.

III.

The Trial Court gravely erred in declaring the injunction permanent considering that the Plaintiff-Appellee does not have a clear legal right to the issuance thereof.

IV.

The Trial Court erred in failing to dismiss the Plaintiff-Appellee's Amended Complaint dated 25 July 1994 due to non-compliance with S.C.[.] Administrative Circular No. 04-94 which took effect on 1 April 1994.”[17]

Despite the failure of plaintiff-appellee to file its Appellee's Brief, it is nevertheless Our “primary duty to render or dispense justice”[18] in this case in accordance with the facts and law.

Contrary to defendant-appellant bank's allegation in its fourth assignment of error, the lower court did not err when it did not dismiss plaintiff-appellee's Amended Complaint[19] for its failure to attach the required Certification of Non-Forum Shopping.

On this matter, defendant-appellant bank had argued that:

“xxx Under the premises, the Defendant-Appellant respectfully submits that the Trial Court should have dismissed the Plaintiff-Appellee's Amended Complaint for failure to comply with the provisions of SC Circular No. 04-94.

xxx The Trial Court's ruling that 'there is compliance with Supreme Court Administrative Circular No. 04-94 against forum shopping' when counsel for the Plaintiff attached the sworn certification of Henry Uy in its Opposition to Motion to Dismiss, is totally erroneous. The 'Opposition to Motion To Dismiss' is not the initiatory pleading contemplated by Administrative Circular No. 0494.”[20] (Emphasis supplied)

However, the merits of this case call for the liberal interpretation of the technical rules, including that of Supreme Court Administrative Circular No. 04-94 which requires the filing of a Certification of Non-Forum Shopping with the initiatory pleading, which here was plaintiff-appellee's Complaint. Such liberal interpretation is justified, considering that plaintiff-appellee had subsequently attached and submitted its Certification of Non-Forum Shopping[21] in its Opposition[22] to defendant-appellant bank's Motion to Dismiss. Plaintiff-appellee's having done so could therefore be considered as substantial compliance with the Rules, as is pursuant to the following declaration of the Supreme Court in *Valdecantos v. People of the Philippines and Gokioco*, G.R. No. 148852, September 27, 2006:

“While the lack of certification against forum shopping is generally not cured by its submission after the filing of the petition, and the submission of a certificate against forum shopping is deemed obligatory, it is not jurisdictional. Not being jurisdictional, the requirement has been relaxed under justifiable circumstances under

the rule on substantial compliance.

In *Roadway Express v. CA*, the Court considered as substantial compliance the filing of a certification against forum shopping 14 days before the dismissal of the petition for review. In the same case, the Court stated that:

xxx If subsequent compliance, citing *Sanchez vs. CA*, G.R. 111255, February 7, 1994, First Division, Minute Resolution, with Circular 28-91, after a petition was dismissed for non-compliance was considered by the court as substantial compliance, citing *Fajardo, Jr. vs. CA*, G.R. 112558, en banc, Minute Resolution, with more reason should the petition for review be allowed in this case, in view of the compliance prior to the dismissal of the petition.

In *Uy v. Landbank*, the Court dismissed Uy's petition for lack of verification and certification against non-forum shopping. However, the Court subsequently reinstated the petition after Uy submitted a motion to admit certification and nonforum shopping certification and justified the reinstatement.”(Emphasis supplied; italics was made in the original)

Moreover, the merits of the case below are in favor of plaintiff-appellee's position.

Contrary to defendant-appellant bank's arguments in its first assignment of error, the Real Estate Mortgage[23] dated December 10, 1992 was invalid.

Defendant-appellant bank had argued that:

“xxx The Defendant-Appellant Bank is a Mortgagee for value and in good faith in as much as it observed utmost diligence in all its dealings with the Plaintiff-Appellee and the other Borrowers in relation to their loan and the Real Estate Mortgage Contract.

xxx Such utmost diligence may be inferred from the testimony of the Defendant-Appellant's lone witness, Ms. Yolanda Dizon, and corroborated by the pertinent documentary evidence, in the course of which said witness stated, among others, that:

(a) The Plaintiff-Appellee authorized Mr. Jose Isidoro Uy to enter into a loan contract with Defendant-Appellant and to mortgage their real property covered by TCT No. 197673 as collateral security, as shown by the Minutes of the Special Meeting of the Board of Directors of Antonio Isidoro & Sons, Inc. held at Balut, Tondo, Manila on 21 August 1992 at 3:00 P.M.;

(b) The Defendant-Appellant customarily observed its standard operating procedures before extending a loan to its borrowers.

(c) Apropos to the foregoing, the Defendant Bank observed utmost diligence before extending a loan to Plaintiff-Appellee and the other Borrowers as it in fact required the latter to fill up loan application forms. xxx

(d) As part of Defendant-Appellee's (sic) exercise of utmost diligence and the observance of its standard operating procedures before extending a loan to the Plaintiff-Appellee and the other Borrowers, the Defendant-Appellant further conducted a credit investigation and appraised the properties of Jose Isidoro Uy, Leticia Uy, Isitrade & Co., Inc. and the Plaintiff-Appellee xxx.

(e) Moreover, Defendant-Appellant also took steps in verifying the status, condition, and ownership of the property covered by TCT No. 197673 considering that said property was being offered as collateral security for the loan. As such, the Defendant-Appellant commissioned a firm to conduct an appraisal of the property covered by TCT No. 197673. xxx

(f) xxx [T]he Defendant-Appellant also required Borrowers Jose Isidoro Uy, Leticia Uy, Juanito Liao and the Plaintiff-Appellee to submit copies of their Tax Identification Numbers, Residence Certificates and Passports. xxx

(g) xxx [T]he Defendant-Appellant also required the Borrowers to submit a Secretary's Certificate and Board Resolution authorizing them to mortgage the properties owned by the Plaintiff-Appellee. xxx

(h) Thereafter, the Plaintiff-Appellee, the other Borrower, and the Defendant-Appellant executed the Promissory Notes and the Real Estate Mortgage contracts.

The above-enumerated circumstances clearly entitle and qualify the Defendant-Appellant to the full protection of the law as an innocent mortgagee for value and in good faith. The aforesaid circumstances eloquently declare the Defendant-Appellant's observance of a higher degree of diligence in its transactions involving real properties, thus complying with the ruling of the Supreme Court in the case of *PNB vs. Abalos*.”[24] (Emphasis supplied)

Defeating defendant-appellant bank's arguments however, is that defendant-appellant bank, as mortgagee, failed to exercise due diligence before it released the loan applied for by Jose, Leticia, and Juanita. Defendant-appellant bank failed to inquire from plaintiff-appellee whether it authorized Jose to mortgage the property covered by TCT No. 197637 to defendant-appellant bank. As the records revealed, Jose was not an officer and director of plaintiff-appellee and was never authorized by plaintiff-appellee to contract a loan with defendant-appellant bank, and to mortgage plaintiff-appellee's property to defendant-appellant bank.

All of these were as also found by the lower court in its Decision[25] appealed from, dated February 22, 2010, as follows:

“Plaintiff has a valid cause of action against defendant Bank considering that Spouses Jose and Leticia Uy, who entered into the mortgage contract with Solidbank, were proven to be not officers or directors of the plaintiff as testified to by Francisco Uy. This matter can also be gleaned from the documentary evidence adduced by the plaintiff. Verily, the minutes of the annual meeting of stockholders and directors of plaintiff corporation dated June 26, 1992 showed the list of officers and members of the board of directors which did not include Jose and Leticia Uy. This observation was even bolstered in the Articles of Incorporation of the plaintiff which was offered in evidence by both parties. On the other hand, the lone defense witness, Yolanda Dizon, admitted in open court that the name of Jose Isidoro Uy did not appear in the list of directors of plaintiff corporation in the latter's Articles of Incorporation and the bank became cognizant of it.

Withal, the Securities and Exchange Commission (SEC) Certification of Corporate Filing/Information dated August 3, 1994 signed by Ms. Aida S. T. Gaetos, Chief, Records Division, which certified the lack of authority and that Jose Isidoro Uy was not Chairman of the Board nor the President of the plaintiff corporation was equally a formidable piece of evidence. Also, another Certification on September 20, 1995 from the Chief of the Records Division of the SEC was clear:

'Mr. Jose Isidoro Uy does not/did not appear as Chairman of its (Antonio Isidoro and Sons Inc.) Board of Directors and there is no Board Resolution on file which authorized Mr. Jose Isidoro Uy to mortgage any real property xxx xxx xxx.'

Attached to the foregoing exhibit is a Certification dated July 27, 1994 issued again by the SEC which attests that 'there is no Board Resolution showing that Mr. Jose Isidoro Uy is authorized by the Corporation (Isitrade and Co., Inc.) to mortgage any of the property to any bank or financing company sometime in 1990 to 1995' which was likewise presented to prove that Jose Isidoro Uy was not duly authorized to mortgage any property of Isitrade.

xxx

Furthermore, Defendant Bank did not exercise due diligence in ascertaining the authority of Spouses Uy to enter into a contract in the name of plaintiff corporation. Verification with the SEC regarding the true position of Spouses Jose and Leticia Uy in the plaintiff corporation could have spared them all the trouble. In addition to this precautionary measure, a thorough investigation and communication with the plaintiff before entering

into contract with the Spouses Uy would have proven good faith on the part of defendant Bank.”[26] (Emphasis supplied)

Moreover, defendant-appellant bank failed to ascertain that the documents, which were presented by Jose and Leticia in the application for loan, were products of forgery. Because of this, defendant-appellant bank could not be considered as a mortgagee in good faith.

On this matter, defendant-appellant bank had argued that:

“xxx It is worthy to note that the Plaintiff[-]Appellee did not substantiate its allegations that[:] (i) the documents allegedly presented by the Borrowers were the result of a forgery; or that (ii) Jose Isidoro Uy was the bogus Chairman of the Board of Plaintiff-Corporation; or that (iii) Jose Isidoro Uy was an impostor who pretended to be the real owner of the property covered by TCT No. 197673 at the time the Real Estate Mortgage Contract was consummated with the Defendant-[Appellant] Bank.

xxx An expert witness was not presented to prove that said supporting documents were forged, or that Jose Isidoro Uy was a bogus chairman or an impostor who pretended to be the real owner of the mortgaged real property covered by TCT No. 197673.

xxx As such, the Trial Court erred in lending credence to these allegations as the same are wanting in evidentiary support and substantiation.”[27] (Emphasis supplied)

Prevailing over defendant-appellant bank's allegations, is that the signatures of Henry Uy, Francisco Uy, and Juanita Liao (“Henry, Francisco, and Juanita” for brevity) in the Minutes[28] of the Special Meeting of the Board of Directors dated August 21, 1992, which Minutes defendant-appellant bank had alleged to have authorized Jose to contract with defendant-appellant bank were falsified. There was a glaring difference between the signatures of Henry, Francisco, and Juanita in the questioned Minutes and with their sample standard signatures in plaintiff-appellee's Articles of Incorporation, in other Minutes of the Meeting of plaintiff-appellee's Board of Directors, and in their passports.[29] All of these matters were as similarly found by the lower court, to wit:

“Plaintiff also raised the issue of forgery with respect to the documents submitted to defendant Bank for the approval of the questioned loan. During presentation of the rebuttal evidence, witness Francisco Uy categorically denied that his signature and the signature of his sister, Juanita Liao, in the minutes of the special meeting of the board of directors of Plaintiff Corporation dated August 21, 1992 were genuine. He also denied that a meeting was conducted by Plaintiff Corporation on the said date. Records showed that there was a glaring difference in the signatures of Henry Uy, Francisco Uy and Juanita Liao in the minutes of the above mentioned date as well as on August 20, 1992 when compared with the Articles of Incorporation of the plaintiff, the other minutes of meeting presented by the plaintiff and in the photocopy of the passport submitted by defendant bank. The allegation that the documents submitted by Jose Isidoro Uy to the defendant Bank were spurious and falsified was strengthened by the fact that defense witness Yolanda Dizon admitted that there was no specific amount of loan stated in the minutes dated August 21, 1992. Worse, she further contended that despite the fact that there was no specific amount stated therein, 'the bank just merely accepted its board resolution.' When asked again regarding the said matter, she just repeated her affirmative answer and further admitted that defendant bank did not do anything to know how much is really being loaned. The same answer was announced by Dizon when asked why there was also no amount of loan stated in the minutes of the special meeting of the board of directors of Isitrade & Co.”[30] (Emphasis supplied; underlining made in the original)

Indeed, the rule is entrenched that a banking institution, such as defendant-appellant bank here, is required to exercise a greater degree of diligence or prudence through its examination of the certificate of title and in ascertaining all factual circumstances covering the property being mortgaged, including the capacity of the party, such as Jose here, to mortgage the property. All of these are pursuant to the declaration of the Supreme Court in

Bank of Commerce v. Spouses Prudencio San Pablo, Jr. and Natividad O. San Pablo, G.R. No. 167848, April 27, 2007, as follows:

“There is, however, a situation where, despite the fact that the mortgagor is not the owner of the mortgaged property, his title being fraudulent, the mortgage contract and any foreclosure sale arising therefrom are given effect by reason of public policy. This is the doctrine of 'the mortgagee in good faith' xxx

xxx While one who buys from the registered owner does not need to look behind the certificate of title, one who buys from one who is not a registered owner is expected to examine not only the certificate of title but all the factual circumstances necessary for [one] to determine if there are any flaws in the title of the transferor, or in [the] capacity to transfer the land. Although the instant case does not involve a sale but only a mortgage xxx

This principle is applied more strenuously when the mortgagee is a bank or a banking institution. In the case of Cruz v. Bancom Finance Corporation, We ruled:

Respondent, however, is not an ordinary mortgagee; it is a mortgagee-bank. As such, unlike private individuals, it is expected to exercise greater care and prudence in its dealings, including those involving registered lands. A banking institution is expected to exercise due diligence before entering into a mortgage contract. The ascertainment of the status or condition of a property offered to it as security for a loan must be a standard and indispensable part of its operations.” (Emphasis supplied)

Due to defendant-appellant bank's failure to exercise the necessary prudence in dealing with the mortgagor, Jose, defendant-appellant bank could not be considered as a mortgagee in good faith. This being the result was as similarly declared by the Supreme Court in Erena v. Querrer-Kauffman, G.R. No. 165853, June 22, 2006, to wit:

“xxx The innocent purchaser (mortgagee in this case) for value protected by law is one who purchases a titled land by virtue of a deed executed by the registered owner himself, not by a forged deed, as the law expressly states. Such is not the situation of petitioner, who has been the victim of impostors pretending to be the registered owners but who are not said owners. The doctrine of mortgagee in good faith does not apply to a situation where the title is still in the name of the rightful owner and the mortgagor is a different person pretending to be the owner. In such a case, the mortgagee is not an innocent mortgagee for value and the registered owner will generally not lose his title.” (Emphasis supplied)

Considering that Jose was not properly authorized by plaintiff-appellee to mortgage the subject property, and that the documents submitted to defendant-appellant bank were forged, then such authority and documents could not be the bases for the valid execution of a Real Estate Mortgage by Jose to defendant-appellant bank.

Consequently, contrary to defendant-appellant bank's allegations in its second assignment of error, the subsequent Extrajudicial Foreclosure of the subject property and the Auction Sale were also invalid.

The transactions resulting from the invalid Real Estate Mortgage such as the Extrajudicial Foreclosure, and the Sale of the subject property in the public auction being invalid, were also as found by the lower court in its Decision[31] dated February 22, 2010, as follows:

“Inasmuch as the Court can hardly uphold the validity of the mortgage contract, it necessarily follows that the Court can raise quizzical eyebrows on the foreclosure proceedings and the auction.”[32]

Given the invalidity of Jose's Real Estate Mortgage to defendant-appellant bank, then, contrary to defendant-appellant bank's allegations in its third assignment of error, plaintiff-appellee was able to establish its clear legal right for the issuance of a permanent injunction. This was as similarly found by the lower court, to wit:

“Lastly, plaintiff was able to establish its entitlement to the issuance of a permanent injunction considering the nullity of the mortgage contract, the foreclosure proceedings and the auction sale between the contending

parties.”[33]

That injunction is proper to protect a party’s unmistakable right such as that of plaintiff-appellee, is in accordance with the following pronouncement of the Supreme Court in *Global Holiday Ownership Corporation v. Metropolitan Bank and Trust Company*, G.R. No. 184081, June 19, 2009:

“[I]njunction is proper to protect Global’s rights and to prevent unnecessary injury that would result from the conduct of an irregular sale. It is beyond question that a writ of preliminary injunction is issued xxx, upon a clear showing of a violation of the mortgagor’s unmistakable right. The trial court was thus correct in granting an injunction.” (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,[34] as in this case. The lower court’s conclusions and findings of fact should not be disturbed unless for strong and cogent reasons, because it is in a better position to examine real evidence, as well as observe the demeanor of the witnesses during trial.[35]

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 and Paredes, JJ., concur.

[1] Rollo, pp. 48-98.

[2] Rollo, pp. 16-28.

[3] Records, Vol. I, pp. 1-7.

[4] Records, Vol. I, pp. 79-88.

[5] Records, Vol. I, pp.75-78.

[6] Records, Vol. I, pp. 30-31.

[7] Rollo, p. 55.

[8] Records, Vol. I, p. 3.

[9] Records, Vol. I, pp. 1-7.

[10] Records, pp. 20-29.

[11] Rollo, pp. 16-28.

[12] Rollo, pp. 16-20.

[13] Rollo, pp. 16-28.

[14] Rollo, pp. 27-28.

[15] Rollo, pp. 48-98.

- [16] Rollo, p. 96.
- [17] Rolo, p. 52.
- [18] Paz Reyes Aguam vs. Court of Appeals, et. al., G.R. No. 137672, May 31, 2000.
- [19] Records, Vol. I, pp. 22-29.
- [20] Rollo, pp. 91-92.
- [21] Records, Vol. 1. p. 63
- [22] Records, Vol. 1, pp. 60-62.
- [23] Records, Vol. 1, pp. 128-131.
- [24] Rollo, pp. 64-69.
- [25] Rollo, pp. 16-28.
- [26] Rollo, pp. 21-23.
- [27] Rollo, p. 70.
- [28] Records, Vol. III, p. 254.
- [29] Records, Vol. III, p. 320, Vol. I, p. 91, Vol. II, pp. 344-347.
- [30] Rollo, pp. 26-27.
- [31] Rollo, pp. 16-28.
- [32] Rolo, p. 27.
- [33] Rollo, p. 27.
- [34] Spouses Patricio and Myrna Bernales vs. Heirs of Julian Sambaan, et al., G.R. No. 163271, January 15, 2010.
- [35] Spouses Patricio vs. Heirs of Sambaan, G.R. No. 163271, January 15, 2010.

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