

THE SPOUSES BERNABE AFRICA AND SOLEDAD C. AFRICA, AND THE HEIRS OF DOMINGA ONG, PETITIONERS AND APPELLANTS, VS. CALTEX (PHIL.) INC., MATEO BOQUIREN AND THE COURT OF APPEALS, RES...

G. R. No. L-12986. March 31, 1966

Ponente: MAKALINTAL, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/f0e040cb32a8/>

MAKALINTAL, J.:

This case is before us on a petition for review of the decision of the Court of Appeals, which affirmed that of the Court of First Instance of Manila dismissing petitioners' second amended complaint against respondents.

The action is for damages under Articles 1902 and 1903 of the old Civil Code. It appears that in the afternoon of March 18, 1948 a fire broke out at the Caltex service station at the corner of Antipolo street and Rizal Avenue, Manila. It started while gasoline was being hosed from a tank truck into the underground storage, right at the opening of the receiving tank where the nozzle of the hose was inserted. The fire spread to and burned several neighboring houses, including the personal properties and effects inside them. Their owners, among them petitioners here, sued respondents Caltex (Phil.), Inc. and Mateo Boquiren, the first as alleged owner of the station and the second as its agent in charge of operation. Negligence on the part of both of them was attributed as the cause of the fire.

The trial court and the Court of Appeals found that petitioners failed to prove negligence and that respondents had exercised due care in the premises and with respect to the supervision of their employees.

The first question before Us refers to the admissibility of certain reports on the fire prepared by the Manila Police and Fire Departments and by a certain Captain Tinio of the Armed Forces of the Philippines. Portions of the first two reports are as follows:

- Police Department report:

"Investigation disclosed that at about 4: 00 P. M. March 18, 1948, while Leandro Flores was transferring gasoline from a tank truck, plate No. T-5292 into the underground tank of the Caltex Gasoline Station located at the corner of Rizal Avenue and Antipolo Street, this City, an unknown Filipino lighted a cigarette and threw the burning match stick near the main valve of the said underground tank. Due to the gasoline fumes, fire suddenly blazed. Quick action of Leandro Flores in pulling off the gasoline hose connecting the truck with the underground tank prevented a terrific explosion. However, the flames scattered due to the hose from which the gasoline was spouting. It burned the truck and the following accessories and residences."

- The Fire Department report:

"In connection with their allegation that the premises was (sic) subleased for the installation of a coca-cola and cigarette stand, the complainants furnished this Office a copy of a photograph taken during the fire and which is submitted herewith. It appears in this picture that there are in the premises a coca-cola cooler and a rack

which according to information gathered in the neighborhood contained cigarettes and matches, installed between the gasoline pumps and the underground tanks. "

The report of Captain Tinio reproduced information given by a certain Benito Morales regarding the history of the gasoline station and what the chief of the fire department had told him on the same subject.

The foregoing reports were ruled out as "double hearsay" by the Court of Appeals and hence inadmissible. This ruling is now assigned as error. It is contended: first, that said reports were admitted by the trial court without objection on the part of respondents; secondly, that with respect to the police report (Exhibit V-Africa) which appears signed by a Detective Zapanta allegedly "for Salvador Capacillo, " the latter was presented as witness but respondents waived their right to cross-examine him although they had the opportunity to do so; and thirdly, that in any event the said reports are admissible as an exception to the hearsay rule under section 35 of Rule 123, now Rule 130.

The first contention is not borne out by the record. The transcript of the hearing of September 17, 1953 (pp. 167-170) shows that the reports in question, when offered as evidence, were objected to by counsel for each of respondents on the ground that they were hearsay and that they were "irrelevant, immaterial and impertinent. " Indeed, in the court's resolution only Exhibits J, K, K-5 and X-6 were admitted without objection; the admission of the others, including the disputed ones, carried no such explanation.

On the second point, although Detective Capacillo did take the witness stand, he was not examined and he did not testify as to the facts mentioned in his alleged report (signed by Detective Zapanta.) All he said was that he was one of those who investigated "the location of the fire and, if possible, gather witnesses as to the occurrence, " and that he brought the report with him. There was nothing, therefore, on which he need be cross-examined; and the contents of the report, as to which he did not testify, did not thereby become competent evidence. And even if he had testified, his testimony would still have been objectionable as far as information gathered by him from third persons was concerned.

Petitioners maintain, however, that the reports in themselves, that is, without further testimonial evidence on their contents, fall within the scope of section 35, Rule 123, which provides that "entries in official records made in the performance of his duty by a public officer of the Philippines, or by a person in the performance of a duty specially enjoined by law, are prima facie evidence of the facts therein stated. "

There are three requisites for admissibility under the rule just mentioned: (a) that the entry was made by a public officer, or by another person specially enjoined by law to do so; (b) that it was made by the public officer in the performance of his duties, or by such other person in the performance of a duty specially enjoined by law; and (c) that the public officer or other person had sufficient knowledge of the facts by him stated, which must have been acquired by him personally or through official information. (Moran, Comments on the Rules of Court, Vol. 3 (1957) p. 398.

Of the three requisites just stated, only the last need be considered here. Obviously the material facts recited in the reports as to the cause and circumstances of the fire were not within the personal knowledge of the officers who conducted the investigation. Was knowledge of such facts, however, acquired by them through official information? As to some facts the sources thereof are not even identified. Others are attributed to Leopoldo Medina, referred to as an employee at the gas station where the fire occurred; to Leandro Flores, driver of the tank truck from which gasoline was being transferred at the time to the underground tank of the station; and to respondent Mateo Baquiren, who could not, according to Exhibit V-Africa, give any reason as to the origin of the fire. To qualify their statements as "official information" acquired by the officers who prepared the reports, the persons who made the statements not only must have personal knowledge of the facts stated but must have the

duty to give such statements for record.[1]

The reports in question do not constitute an exception to the hearsay rule: the facts stated therein were not acquired by the reporting officers through official information, not having been given by the informants pursuant to any duty to do so.

The next question is whether or not, without proof as to the cause and origin of the fire, the doctrine of *res ipsa loquitur* should apply so as to presume negligence on the part of appellees. Both the trial court and the appellate court refused to apply the doctrine in the instant case on the grounds that "as to(its) applicability ... in the Philippines, there seems to be nothing definite, " and that while the rules do not prohibit its adoption in appropriate cases, "in the case at bar, however, we find no practical use for such doctrine. " The question deserves more than such summary dismissal. The doctrine has actually been applied in this jurisdiction, in the case of *Espiritu vs. Philippine Power and Development Co.* (C. A. G. R. No. L-3240-R, September 20, 1949), wherein the decision of the Court of Appeals was penned by Mr. Justice J. B. L. Reyes now a member of the Supreme Court.

The facts of that case are stated in the decision as follows:

"In the afternoon of May 5, 1946, while the plaintiff-appellee and other companions were loading grass between the municipalities of Bay and Calauan, in the province of Laguna, with clear weather and without any wind blowing, an electric transmission wire, installed and maintained by the defendant Philippine Power and Development Co., Inc. alongside the road, suddenly parted, and one of the broken ends hit the head of the plaintiff as he was about to board the truck. As a result, plaintiff received the full shock of 4, 400 volts carried by the wire and was knocked unconscious to the ground. The electric charge coursed through his body and caused extensive and serious multiple burns from skull to legs, leaving the bone exposed in some parts and causing intense pain and wounds that were not completely healed when the case was tried on June 18, 1947, over one year after the mishap. "

The defendant therein disclaimed liability on the ground that the plaintiff had failed to show any specific act of negligence, but the appellate court overruled the defense under the doctrine of *res ipsa loquitur*. The court said:

"The first point is directed against the sufficiency of plaintiff's evidence to place appellant on its defense. While it is the rule, as contended by the appellant, that in case of noncontractual negligence, or *culpa aquiliana*, the burden of proof is on the plaintiff to establish that the proximate cause of his injury was the negligence of the defendant, it is also a recognized principle that "Where the thing which caused injury, without fault of the injured person, is under the exclusive control of the defendant and the injury is such as in the ordinary course of things does not occur if he having such control use proper care, it affords reasonable evidence, in the absence of the explanation, that the injury arose from defendant's want of care."

"And the burden of evidence is shifted to him to establish that he has observed due care and diligence. (*San Juan Light & Transit Co. vs. Requena*, 224 U. S. 89, 56 L. ed. 680). This rule is known by the name of *res ipsa loquitur* (the transaction speaks for itself), and is peculiarly applicable to the case at bar, where it is unquestioned that the plaintiff had every right to be on the highway, and the electric wire was under the sole control of defendant company. In the ordinary course of events, electric wires do not part suddenly in fair weather and injure people, unless they are subjected to unusual strain and stress or there are defects in their installation, maintenance and supervision; just as barrels do not ordinarily roll out of the warehouse windows to injure passersby, unless some one was negligent. (*Byrne vs. Boadle*, 2 H & Co. 722; 159 Eng. Reprint 299, the leading case that established that rule). Consequently, in the absence of contributory negligence (which is admittedly not present), the fact that the wire snapped suffices to raise a reasonable presumption of negligence in its installation, care and maintenance. Thereafter, as observed by Chief Baron Pollock, if there are any facts inconsistent with negligence, it is for the defendant to prove."

It is true of course that decisions of the Court of Appeals do not lay down doctrines binding on the Supreme Court, but we do not consider this a reason for not applying the particular doctrine of *res ipsa loquitur* in the case at bar. Gasoline is a highly combustible material, in the storage and sale of which extreme care must be taken. On the other hand, fire is not considered a fortuitous event, as it arises almost invariably from some act of man. A case strikingly similar to the one before Us is *Jones vs. Shell Petroleum Corporation, et al.*, 171 So. 447:

"Arthur O. Jones is the owner of a building in the city of Hammon which in the year 1934 was leased to the Shell Petroleum Corporation for a gasoline filling station. On October 8, 1934, during the term of the lease, while gasoline was being transferred from the tank wagon, also operated by the Shell Petroleum Corporation, to the underground tank of the station, a fire started with resulting damages to the building owned by Jones. Alleging that the damages to his building amounted to \$516.95, Jones sued the Shell Petroleum Corporation for the recovery of that amount. The judge of the district court, after hearing the testimony, concluded that plaintiff was entitled to a recovery and rendered judgment in his favor for \$427.82. The Court of Appeals for the First Circuit reversed this judgment, on the ground the testimony failed to show with reasonable certainty any negligence on the part of the Shell Petroleum Corporation or any of its agents or employees. Plaintiff applied to this Court for a Writ of Review which was granted, and the case is now before us for decision. "

In resolving the issue of negligence, the Supreme Court of Louisiana held:

"Plaintiff's petition contains two distinct charges of negligence - one relating to the cause of the fire and the other relating to the spreading of the gasoline about the filling station.

Other than an expert to assess the damages caused plaintiff's building by the fire, no witnesses were placed on the stand by the defendant.

Taking up plaintiff's charge of negligence relating to the cause of the fire, we find it established by the record that the filling station and the tank truck were under the control of the defendant and operated by its agents or employees. We further find from the uncontradicted testimony of plaintiff's witnesses that fire started in the underground tank attached to the filling station while it was being filled from the tank truck and while both the tank and the truck were in charge of and being operated by the agents or employees of the defendant, extended to the hose and tank truck, and was communicated from the burning hose, tank truck, and escaping gasoline to the building owned by the plaintiff.

Predicated on these circumstances and the further circumstance of defendant's failure to explain the cause of the fire or to show its lack of knowledge of the cause, plaintiff has evoked the doctrine of *res ipsa loquitur*. There are many cases in which the doctrine may be successfully invoked and this, we think, is one of them.

Where the thing which caused the injury complained of is shown to be under the management of defendant or his servants and the accident is such as in the ordinary course of things does not happen if those who have its management or control use proper care, it affords reasonable evidence, in absence of explanation by defendant, that the accident arose from want of care, 45 C. J. 768, p. 1193.

This statement of the rule of *res ipsa loquitur* has been widely approved and adopted by the courts of last resort. Some of the cases in this jurisdiction in which the doctrine has been applied are the following, viz.: *Maus vs. Broderick*, 51 La. Ann. 1153, 25 So. 977; *Hebert vs. Lake Charles Ice etc., Co.*, 111 La. 522, 35 So. 731, 64 L. R. A. 101, 100 Am. St. Rep. 505; *Willis vs. Vicksburg, etc., R. Co.*, 115 La. 53, 38 So. 892; *Bentz vs. Page*, 115 La. 560, 39 So. 599."

The principle enunciated in the aforequoted case applies with equal force here. The gasoline station, with all its appliances, equipment and employees, was under the control of appellees. A fire occurred therein and spread to and burned the neighboring houses. The persons who knew or could have known how the fire started were appellees and their employees, but they gave no explanation thereof whatsoever. It is a fair and reasonable

inference that the incident happened because of want of care.

In the report submitted by Captain Leoncio Mariano of the Manila Police Department (Exh. X-1 Africa) the following appears:

"Investigation of the basic complaint disclosed that the Caltex Gasoline Station complained of occupies a lot approximately 10 m x 10 m at the southwest corner of Rizal Avenue and Antipolo. The location is within a very busy business district near the Obrero Market, a railroad crossing and very thickly populated neighborhood where a great number of people mill around throughout the day until late at night. These circumstances put the gasoline station in a situation primarily prejudicial to its operation because the passersby, those waiting for buses or transportation, those waiting to cross the streets and others loafing around have to occupy not only the sidewalks but also portion of the gasoline station itself. Whatever be the activities of these people smoking or lighting a cigarette cannot be excluded and this constitute a secondary hazard to its operation which in turn endangers the entire neighborhood to conflagration.

Furthermore, aside from precautions already taken by its operator the concrete walls south and west adjoining the neighborhood are only 2 1/2 meters high at most and cannot avoid the flames from leaping over it in case of fire.

Records show that there have been two cases of fire which caused not only material damages but desperation and also panic in the neighborhood.

Although the soft drinks stand had been eliminated, this gasoline service station is also used by its operator as a garage and repair shop for his fleet of taxicabs numbering ten or more, adding another risk to the possible outbreak of fire at this already small but crowded gasoline station."

The foregoing report, having been submitted by a police officer in the performance of his duties on the basis of his own personal observation of the facts reported, may properly be considered as an exception to the hearsay rule. Those facts, descriptive of the location and objective circumstances surrounding the operation of the gasoline station in question, strengthen the presumption of negligence under the doctrine of *res ipsa loquitur*, since on their face they called for more stringent measures of caution than those which would satisfy the standard of due diligence under ordinary circumstances. There is no more eloquent demonstration of this than the statement of Leandro Flores before the police investigator. Flores was the driver of the gasoline tank wagon who, alone and without assistance, was transferring the contents thereof into the underground storage when the fire broke out. He said: "Before loading the underground tank there were no people, but while the loading was going on, there were people who went to drink coca-cola (at the coca-cola stand) which is about a meter from the hole leading to the underground tank. " He added that when the tank was almost filled he went to the tank truck to close the valve, and while he had his back turned to the "manhole" he heard someone shout "fire."

Even then the fire possibly would not have spread to the neighboring houses were it not for another negligent omission on the part of defendants, namely, their failure to provide a concrete wall high enough to prevent the flames from leaping over it. As it was the concrete wall was only 2 1/2 meters high, and beyond that height it consisted merely of galvanized iron sheets, which would predictably crumple and melt when subjected to intense heat. Defendants' negligence, therefore, was not only with respect to the cause of the fire but also with respect to the spread thereof to the neighboring houses.

There is an admission on the part of Boquiren in his amended answer to the second amended complaint that "the fire was caused through the acts of a stranger who, without authority, or permission of answering defendant, passed through the gasoline station and negligently threw a lighted match in the premises. " No evidence on this point was adduced, but assuming the allegation to be true—certainly any unfavorable inference from the admission may be taken against Boquiren—it does not extenuate his negligence. A decision of the Supreme Court of Texas,

upon facts analogous to those of the present case, states the rule which we find acceptable here: "It is the rule that those who distribute a dangerous article or agent owe a degree of protection to the public proportionate to and commensurate with a danger involved . . . we think it is the generally accepted rule as applied to torts that 'if the effects of the actor's negligent conduct actively and continuously operate to bring about harm to another, the fact that the active and substantially simultaneous operation of the effects of a third person's innocent, tortious or criminal act is also a substantial factor in bringing about the harm, does not protect the actor from liability.' " Restatement of the Law of Torts, vol. 2, p. 1184, #439. Stated in another way, 'The intervention of an unforeseen and unexpected cause, is not sufficient to relieve a wrongdoer from consequences of negligence, if such negligence directly and proximately cooperates with the independent cause in the resulting injury.' " (MacAfee et al. vs. Travers Gas Corp., et al., 153 S. W. 2nd 442).

The next issue is whether Caltex should be held liable for the damages caused to appellants. This issue depends on whether Boquiren was an independent contractor, as held by the Court of Appeals, or an agent of Caltex. This question, in the light of the facts not controverted, is one of law and hence may be passed upon by this Court. These facts are: (1) Boquiren made an admission that he was an agent of Caltex; (2) at the time of the fire Caltex owned the gasoline station and all the equipment therein; (3) Caltex exercised control over Boquiren in the management of the station; (4) the delivery truck used in delivering gasoline to the station had the name CALTEX painted on it; and (5) the license to store gasoline at the station was in the name of Caltex, which paid the license fees. (Exhibit T-Africa; Exhibit U-Africa; Exhibit X-5 Africa; Exhibit X-6 Africa; Exhibit Y-Africa).

In Boquiren's amended answer to the second amended complaint, he denied that he directed one of his drivers to remove gasoline from the truck into the tank and alleged that the "alleged driver, if one there was, was not in his employ, the driver being an employee of the Caltex (Phil.) Inc. and/or the owners of the gasoline station. " It is true that Boquiren later on amended his answer, and that among the changes was one to the effect that he was not acting as agent of Caltex. But then again, in his motion to dismiss appellants' second amended complaint the ground alleged was that it stated no cause of action since under the allegations thereof he was merely acting as agent of Caltex, such that he could not have incurred personal liability. A motion to dismiss on this ground is deemed to be an admission of the facts alleged in the complaint.

Caltex admits that it owned the gasoline station as well as the equipment therein, but claims that the business conducted at the service station in question was owned and operated by Boquiren. But Caltex did not present any contract with Boquiren that would reveal the nature of their relationship at the time of the fire. There must have been one in existence at that time. Instead, what was presented was a license agreement manifestly tailored for purposes of this case, since it was entered into shortly before the expiration of the one-year period it was intended to operate. This so-called license agreement (Exhibit 5-Caltex) was executed on November 29, 1948, but made effective as of January 1, 1948 so as to cover the date of the fire, namely, March 18, 1948. This retroactivity provision is quite significant, and gives rise to the conclusion that it was designed precisely to free Caltex from any responsibility with respect to the fire, as shown by the clause that Caltex "shall not be liable for any injury to person or property while in the property herein licensed, it being understood and agreed that LICENSEE (Boquiren) is not an employee, representative or agent of LICENSOR (Caltex). "

But even if the license agreement were to govern, Boquiren can hardly be considered an independent contractor. Under that agreement Boquiren would pay Caltex the purely nominal sum of P1.00 for the use of the premises and all the equipment therein. He could sell only Caltex products. Maintenance of the station and its equipment was subject to the approval, in other words control, of Caltex. Boquiren could not assign or transfer his rights as licensee without the consent of Caltex. The license agreement was supposed to be from January 1, 1948 to December 31, 1948, and thereafter until terminated by Caltex upon two days prior written notice. Caltex could at

any time cancel and terminate the agreement in case Boquiren ceased to sell Caltex products, or did not conduct the business with due diligence, in the judgment of Caltex. Termination of the contract was therefore a right granted only to Caltex but not to Boquiren. These provisions of the contract show the extent of the control of Caltex over Boquiren. The control was such that the latter was virtually an employee of the former.

"Taking into consideration the fact that the operator owed his position to the company and the latter could remove him or terminate his services at will; that the service station belonged to the company and bore its tradename and the operator sold only the products of the company; that the equipment used by the operator belonged to the company and were just loaned to the operator and the company took charge of their repair and maintenance; that an employee of the company supervised the operator and conducted periodic inspection of the company's gasoline and service station; that the price of the products sold by the operator was fixed by the company and not by the operator; and that the receipts signed by the operator indicated that he was a mere agent, the finding of the Court of Appeals that the operator was an agent of the company and not an independent contractor should not be disturbed.

To determine the nature of a contract courts do not have or are not bound to rely upon the name or title given it by the contracting parties, should there be a controversy as to what they really had intended to enter into, but the way the contracting parties do or perform their respective obligations stipulated or agreed upon may be shown and inquired into, and should such performance conflict with the name or title given the contract by the parties, the former must prevail over the latter. " Shell Company of the Philippines, Ltd. v. Firemens' Insurance Company of Newark New Jersey, et al., 100 Phil. 757.

"The written contract was apparently drawn for the purpose of creating the apparent relationship of employer and independent contractor, and of avoiding liability for the negligence of the employees about the station; but the company was not satisfied to allow such relationship to exist. The evidence shows that it immediately assumed control, and proceeded to direct the method by which the work contracted for should be performed. By reserving the right to terminate the contract at will, it retained the means of compelling submission to its orders. Having elected to assume control and to direct the means and methods by which the work has to be performed, it must be held liable for the negligence of those performing service under its direction. We think the evidence was sufficient to sustain the verdict of the jury. " Gulf Refining Company v. Rogers 57 S. W. 2d 183."

Caltex further argues that the gasoline stored in the station belonged to Boquiren. But no cash invoices were presented to show that Boquiren had bought said gasoline from Caltex. Neither was there a sales contract to prove the same.

As found by the trial court the Africas sustained a loss of P9,005.80, after deducting the amount of P2,000.00 collected by them on the insurance of the house. The deduction is now challenged as erroneous on the ground that Article 2207 of the new Civil Code, which provides for the subrogation of the insurer to the rights of the insured, was not yet in effect when the loss took place. However, regardless of the silence of the law on this point at that time, the amount that should be recovered must be measured by the damages actually suffered, otherwise the principle prohibiting unjust enrichment would be violated. With respect to the claim of the heirs of Ong, P7,500.00 was adjudged by the lower court on the basis of the assessed value of the property destroyed namely, P1,500.00, disregarding the testimony of one of the Ong children that said property was worth P4,000.00. We agree that the court erred, since it is of common knowledge that the assessment for taxation purposes is not an accurate gauge of fair market value, and in this case should not prevail over positive evidence of such value. The heirs of Ong are therefore entitled to P10,000.00.

Wherefore, the decision appealed from is reversed and respondents-appellees are held liable solidarily to appellants, and ordered to pay them the aforesaid sums of P9, 005.80 and P10,000.00, respectively, with interest

from the filing of the complaint, and costs.

Bengzon, C.J., Bautista Angelo, Concepcion, Reyes, J.B.L., Barrera, Regala, Bengzon, J.P., and Zaldivar, JJ., concur.

[1] Thus, for instance, the record of a justice of the peace of marriage certificates transmitted to him by the corresponding priest is admissible. The justice of the peace has no personal knowledge of the marriage, but it was reported to him by a priest whose duty it was, under the law, to make the report for record purposes. Similarly, the tax records of a provincial assessor are admissible even if the assessments were made by subordinates. So also are entries of marriages made by a municipal treasurer in his official record, because he acquires knowledge thereof by virtue of a statutory duty on the part of those authorized to solemnize marriages to send a copy of each marriage contract solemnized by them to the local civil registrar. (See Moran, Comments on the Rules of Court, Vol. 3 (1957) pp. 389-395.)

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.