ASIAVEST MERCHANT BANKERS (M) BERHAD, PETITIONER, VS. COURT OF APPEALS AND PHILIPPINE NATIONAL CONSTRUCTION CORPORATION, RESPONDENTS.

G.R. No. 110263. July 20, 2001

Ponente: DE LEON, JR., J.

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DE LEON, JR., J.:

Before us is a petition for review on certiorari of the Decision[1] of the Court of Appeals dated May 19, 1993 in CA-G.R. CV No. 35871 affirming the Decision[2] dated October 14, 1991 of the Regional Trial Court of Pasig, Metro Manila, Branch 168 in Civil Case No. 56368 which dismissed the complaint of petitioner Asiavest Merchant Bankers (M) Berhad for the enforcement of the money judgment of the High Court of Malaya in Kuala Lumpur against private respondent Philippine National Construction Corporation.

The petitioner Asiavest Merchant Bankers (M) Berhad is a corporation organized under the laws of Malaysia while private respondent Philippine National Construction Corporation is a corporation duly incorporated and existing under Philippine laws.

It appears that sometime in 1983, petitioner initiated a suit for collection against private respondent, then known as Construction and Development Corporation of the Philippines, before the High Court of Malaya in Kuala Lumpur entitled "Asiavest Merchant Bankers (M) Berhad v. Asiavest - CDCP Sdn. Bhd. and Construction and Development Corporation of the Philippines."[3]

Petitioner sought to recover the indemnity of the performance bond it had put up in favor of private respondent to guarantee the completion of the Felda Project and the non-payment of the loan it extended to Asiavest-CDCP Sdn. Bhd. for the completion of Paloh Hanai and Kuantan By-Pass Project.

On September 13, 1985, the High Court of Malaya (Commercial Division) rendered judgment in favor of the petitioner and against the private respondent which is also designated therein as the "2nd Defendant." The judgment reads in full:

> SUIT NO. C638 of 1983
>
> Between
>
> Asiavest Merchant Bankers (M) Berhad Plaintiffs
>
> And
>
> 1. Asiavest-CDCP Sdn. Bhd.

2. Construction & Development

Corporation of the Philippines Defendant

J U D G M E N T

The 2nd Defendant having entered appearance herein and the Court having under Order 14, rule 3 ordered that judgment as hereinafter provided be entered for the Plaintiffs against the 2nd Defendant.

IT IS THIS DAY ADJUDGED that the 2nd defendant do pay the Plaintiffs the sum of $5,108,290.23 (Ringgit Five million one hundred and eight thousand two hundred and ninety and Sen twenty-three) together with interest at the rate of 12% per annum on: -

(i)

the sum of $2,586,866.91 from the 2nd day of March 1983 to the date of payment; and

(ii)

the sum of $2,521,423.32 from the 11th day of March 1983 to the date of payment; and $350.00 (Ringgit Three Hundred and Fifty) costs.

Dated the 13th day of September, 1985.

Senior Assistant Registrar,
High Court, Kuala Lumpur

This Judgment is filed by Messrs. Skrine & Co., 3rd Floor, Straits Trading Building, No. 4, Leboh Pasar, Besar, Kuala Lumpur, Solicitors for the Plaintiffs abovenamed. (VP/Ong/81194.7/83)[4]

On the same day, September 13, 1985, the High Court of Malaya issued an Order directing the private respondent (also designated therein as the "2nd Defendant") to pay petitioner interest on the sums covered by the said Judgment, thus:

SUIT NO. C638 OF 1983

Between

Asiavest Merchant Bankers (M) Berhad Plaintiffs

And

1. Asiavest-CDCP Sdn. Bhd.

2. Construction & Development

Corporation of the Philippines Defendants

BEFORE THE SENIOR ASSISTANT REGISTRAR
CIK SUSILA S. PARAM
THIS 13th DAY OF SEPTEMBER, 1985 IN CHAMBERS

O R D E R

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> Upon the application of Asiavest Merchant Bankers (M) Berhad, the Plaintiffs in this action AND UPON READING the Summons in Chambers dated the 16th day of August, 1984 and the Affidavit of Lee Foong Mee affirmed on the 14th day of August 1984 both filed herein AND UPON HEARING Mr. T. Thomas of Counsel for the Plaintiffs and Mr. Khaw Chay Tee of Counsel for the 2nd Defendant abovenamed on the 26th day of December 1984 IT WAS ORDERED that the Plaintiffs be at liberty to sign final judgment against the 2nd Defendant for the sum of $5,108.290.23 AND IT WAS ORDERED that the 2nd Defendant do pay the Plaintiffs the costs of suit at $350.00 AND IT WAS FURTHER ORDERED that the plaintiffs be at liberty to apply for payment of interest AND upon the application of the Plaintiffs for payment of interest coming on for hearing on the 1st day of August in the presence of Mr. Palpanaban Devarajoo of Counsel for the Plaintiffs and Mr. Khaw Chay Tee of Counsel for the 2nd Defendant above-named AND UPON HEARING Counsel as aforesaid BY CONSENT IT WAS ORDERED that the 2nd Defendant do pay the Plaintiffs interest at a rate to be assessed AND the same coming on for assessment this day in the presence of Mr. Palpanaban Devarajoo of Counsel for the Plaintiffs and Mr. Khaw Chay Tee of Counsel for the 2nd Defendant AND UPON HEARING Counsel as aforesaid BY CONSENT IT IS ORDERED that the 2nd Defendant do pay the Plaintiffs interest at the rate of 12% per annum on:
>
> (i)
>
> the sum of $2,586,866.91 from the 2nd day of March 1983 to the date of payment; and
>
> (ii)
>
> the sum of $2,521,423.32 from the 11th day of March 1983 to the date of Payment.
>
> Dated the 13th day of September, 1985.
>
> Senior Assistant Registrar,
> High Court, Kuala Lumpur.[5]

Following unsuccessful attempts[6] to secure payment from private respondent under the judgment, petitioner initiated on September 5, 1988 the complaint before Regional Trial Court of Pasig, Metro Manila, to enforce the judgment of the High Court of Malaya.[7]

Private respondent sought the dismissal of the case via a Motion to Dismiss filed on October 5, 1988, contending that the alleged judgment of the High Court of Malaya should be denied recognition or enforcement since on its face, it is tainted with want of jurisdiction, want of notice to private respondent, collusion and/or fraud, and there is a clear mistake of law or fact.[8] Dismissal was, however, denied by the trial court considering that the grounds relied upon are not the proper grounds in a motion to dismiss under Rule 16 of the Revised Rules of Court.[9]

On May 22, 1989, private respondent filed its Answer with Compulsory Counterclaim[10] and therein raised the grounds it brought up in its motion to dismiss. In its Reply[11] filed on June 8, 1989, the petitioner contended that the High Court of Malaya acquired jurisdiction over the person of private respondent by its voluntary submission to the court's jurisdiction through its appointed counsel, Mr. Khay Chay Tee. Furthermore, private respondent's counsel waived any and all objections to the High Court's jurisdiction in a pleading filed before the court.

In due time, the trial court rendered its Decision dated October 14, 1991 dismissing petitioner's complaint. Petitioner interposed an appeal with the Court of Appeals, but the appellate court dismissed the same and affirmed the decision of the trial court in a Decision dated May 19, 1993.

Hence, the instant petition which is anchored on two (2) assigned errors,[12] to wit:

> I

THE COURT OF APPEALS ERRED IN HOLDING THAT THE MALAYSIAN COURT DID NOT ACQUIRE PERSONAL JURISDICTION OVER PNCC, NOTWITHSTANDING THAT (a) THE FOREIGN COURT HAD SERVED SUMMONS ON PNCC AT ITS MALAYSIA OFFICE, AND (b) PNCC ITSELF APPEARED BY COUNSEL IN THE CASE BEFORE THAT COURT.

II

THE COURT OF APPEALS ERRED IN DENYING RECOGNITION AND ENFORCEMENT TO (SIC) THE MALAYSIAN COURT JUDGMENT.

Generally, in the absence of a special compact, no sovereign is bound to give effect within its dominion to a judgment rendered by a tribunal of another country;[13] however, the rules of comity, utility and convenience of nations have established a usage among civilized states by which final judgments of foreign courts of competent jurisdiction are reciprocally respected and rendered efficacious under certain conditions that may vary in different countries.[14]

In this jurisdiction, a valid judgment rendered by a foreign tribunal may be recognized insofar as the immediate parties and the underlying cause of action are concerned so long as it is convincingly shown that there has been an opportunity for a full and fair hearing before a court of competent jurisdiction; that the trial upon regular proceedings has been conducted, following due citation or voluntary appearance of the defendant and under a system of jurisprudence likely to secure an impartial administration of justice; and that there is nothing to indicate either a prejudice in court and in the system of laws under which it is sitting or fraud in procuring the judgment.[15]

A foreign judgment is presumed to be valid and binding in the country from which it comes, until a contrary showing, on the basis of a presumption of regularity of proceedings and the giving of due notice in the foreign forum. Under Section 50(b),[16] Rule 39 of the Revised Rules of Court, which was the governing law at the time the instant case was decided by the trial court and respondent appellate court, a judgment, against a person, of a tribunal of a foreign country having jurisdiction to pronounce the same is presumptive evidence of a right as between the parties and their successors in interest by a subsequent title. The judgment may, however, be assailed by evidence of want of jurisdiction, want of notice to the party, collusion, fraud, or clear mistake of law or fact. In addition, under Section 3(n), Rule 131 of the Revised Rules of Court, a court, whether in the Philippines or elsewhere, enjoys the presumption that it was acting in the lawful exercise of its jurisdiction. Hence, once the authenticity of the foreign judgment is proved, the party attacking a foreign judgment, is tasked with the burden of overcoming its presumptive validity.

In the instant case, petitioner sufficiently established the existence of the money judgment of the High Court of Malaya by the evidence it offered. Vinayak Prabhakar Pradhan, presented as petitioner's sole witness, testified to the effect that he is in active practice of the law profession in Malaysia;[17] that he was connected with Skrine and Company as Legal Assistant up to 1981;[18] that private respondent, then known as Construction and Development Corporation of the Philippines, was sued by his client, Asiavest Merchant Bankers (M) Berhad, in Kuala Lumpur;[19] that the writ of summons were served on March 17, 1983 at the registered office of private respondent and on March 21, 1983 on Cora S. Deala, a financial planning officer of private respondent for Southeast Asia operations;[20] that upon the filing of the case, Messrs. Allen and Gledhill, Advocates and Solicitors, with address at 24th Floor, UMBC Building, Jalan Sulaiman, Kuala Lumpur, entered their conditional appearance for private respondent questioning the regularity of the service of the writ of summons but subsequently withdrew the same when it realized that the writ was properly served;[21] that because private respondent failed to file a statement of defense within two (2) weeks, petitioner filed an application for summary judgment and submitted affidavits and documentary evidence in support of its claim;[22] that the matter was then

heard before the High Court of Kuala Lumpur in a series of dates where private respondent was represented by counsel;[23] and that the end result of all these proceedings is the judgment sought to be enforced.

In addition to the said testimonial evidence, petitioner offered the following documentary evidence:

(a)

A certified and authenticated copy of the Judgment promulgated by the Malaysian High Court dated September 13, 1985 directing private respondent to pay petitioner the sum of $5,108,290.23 Malaysian Ringgit plus interests from March 1983 until fully paid;[24]

(b)

A certified and authenticated copy of the Order dated September 13, 1985 issued by the Malaysian High Court in Civil Suit No. C638 of 1983;[25]

(c)

Computation of principal and interest due as of January 31, 1990 on the amount adjudged payable to petitioner by private respondent;[26]

(d)

Letter and Statement of Account of petitioner's counsel in Malaysia indicating the costs for prosecuting and implementing the Malaysian High Court's Judgment;[27]

(e)

Letters between petitioner's Malaysian counsel, Skrine and Co., and its local counsel, Sycip Salazar Law Offices, relative to institution of the action in the Philippines;[28]

(f)

Billing Memorandum of Sycip Salazar Law Offices dated January 2, 1990 showing attorney's fees paid by and due from petitioner;[29]

(g)

Statement of Claim, Writ of Summons and Affidavit of Service of such writ in petitioner's suit against private respondent before the Malaysian High Court;[30]

(h)

Memorandum of Conditional Appearance dated March 28, 1983 filed by counsel for private respondent with the Malaysian High Court;[31]

(i)

Summons in Chambers and Affidavit of Khaw Chay Tee, counsel for private respondent, submitted during the proceedings before the Malaysian High Court;[32]

(j)

Record of the Court's Proceedings in Civil Case No. C638 of 1983;[33]

(k)

Petitioner's verified Application for Summary Judgment dated August 14, 1984;[34] and

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(l)

Letter dated November 6, 1985 from petitioner's Malaysian counsel to private respondent's counsel in Malaysia.[35]

Having thus proven, through the foregoing evidence, the existence and authenticity of the foreign judgment, said foreign judgment enjoys presumptive validity and the burden then fell upon the party who disputes its validity, herein private respondent, to prove otherwise.

Private respondent failed to sufficiently discharge the burden that fell upon it - to prove by clear and convincing evidence the grounds which it relied upon to prevent enforcement of the Malaysian High Court judgment, namely, (a) that jurisdiction was not acquired by the Malaysian Court over the person of private respondent due to alleged improper service of summons upon private respondent and the alleged lack of authority of its counsel to appear and represent private respondent in the suit; (b) the foreign judgment is allegedly tainted by evident collusion, fraud and clear mistake of fact or law; and (c) not only were the requisites for enforcement or recognition allegedly not complied with but also that the Malaysian judgment is allegedly contrary to the Constitutional prescription that the "every decision must state the facts and law on which it is based."[36]

Private respondent relied solely on the testimony of its two (2) witnesses, namely, Mr. Alfredo N. Calupitan, an accountant of private respondent, and Virginia Abelardo, Executive Secretary and a member of the staff of the Corporate Secretariat Section of the Corporate Legal Division, of private respondent, both of whom failed to shed light and amplify its defense or claim for non-enforcement of the foreign judgment against it.

Mr. Calupitan's testimony centered on the following: that from January to December 1982 he was assigned in Malaysia as Project Comptroller of the Pahang Project Package A and B for road construction under the joint venture of private respondent and Asiavest Holdings;[37] that under the joint venture, Asiavest Holdings would handle the financial aspect of the project, which is fifty-one percent (51%) while private respondent would handle the technical aspect of the project, or forty-nine percent (49%);[38] and, that Cora Deala was not authorized to receive summons for and in behalf of the private respondent.[39] Ms. Abelardo's testimony, on the other hand, focused on the following: that there was no board resolution authorizing Allen and Gledhill to admit all the claims of petitioner in the suit brought before the High Court of Malaya,[40] though on cross-examination she admitted that Allen and Gledhill were the retained lawyers of private respondent in Malaysia.[41]

The foregoing reasons or grounds relied upon by private respondent in preventing enforcement and recognition of the Malaysian judgment primarily refer to matters of remedy and procedure taken by the Malaysian High Court relative to the suit for collection initiated by petitioner. Needless to stress, the recognition to be accorded a foreign judgment is not necessarily affected by the fact that the procedure in the courts of the country in which such judgment was rendered differs from that of the courts of the country in which the judgment is relied on.[42] Ultimately, matters of remedy and procedure such as those relating to the service of summons or court process upon the defendant, the authority of counsel to appear and represent a defendant and the formal requirements in a decision are governed by the lex fori or the internal law of the forum,[43] i.e., the law of Malaysia in this case.

In this case, it is the procedural law of Malaysia where the judgment was rendered that determines the validity of the service of court process on private respondent as well as other matters raised by it. As to what the Malaysian procedural law is, remains a question of fact, not of law. It may not be taken judicial notice of and must be pleaded and proved like any other fact. Sections 24 and 25 of Rule 132 of the Revised Rules of Court provide that it may be evidenced by an official publication or by a duly attested or authenticated copy thereof. It was then incumbent upon private respondent to present evidence as to what that Malaysian procedural law is and to show that under it, the assailed service of summons upon a financial officer of a corporation, as alleged by it, is invalid.

It did not. Accordingly, the presumption of validity and regularity of service of summons and the decision thereafter rendered by the High Court of Malaya must stand.[44]

On the matter of alleged lack of authority of the law firm of Allen and Gledhill to represent private respondent, not only did the private respondent's witnesses admit that the said law firm of Allen and Gledhill were its counsels in its transactions in Malaysia,[45] but of greater significance is the fact that petitioner offered in evidence relevant Malaysian jurisprudence[46] to the effect that (a) it is not necessary under Malaysian law for counsel appearing before the Malaysian High Court to submit a special power of attorney authorizing him to represent a client before said court, (b) that counsel appearing before the Malaysian High Court has full authority to compromise the suit, and (c) that counsel appearing before the Malaysian High Court need not comply with certain pre-requisites as required under Philippine law to appear and compromise judgments on behalf of their clients before said court.[47]

Furthermore, there is no basis for or truth to the appellate court's conclusion that the conditional appearance of private respondent's counsel who was allegedly not authorized to appear and represent, cannot be considered as voluntary submission to the jurisdiction of the High Court of Malaya, inasmuch as said conditional appearance was not premised on the alleged lack of authority of said counsel but the conditional appearance was entered to question the regularity of the service of the writ of summons. Such conditional appearance was in fact subsequently withdrawn when counsel realized that the writ was properly served.[48]

On the ground that collusion, fraud and clear mistake of fact and law tainted the judgment of the High Court of Malaya, no clear evidence of the same was adduced or shown. The facts which the trial court found "intriguing" amounted to mere conjectures and specious observations. The trial court's finding on the absence of judgment against Asiavest-CDCP Sdn. Bhd. is contradicted by evidence on record that recovery was also sought against Asiavest-CDCP Sdn. Bhd. but the same was found insolvent.[49] Furthermore, even when the foreign judgment is based on the drafts prepared by counsel for the successful party, such is not per se indicative of collusion or fraud. Fraud to hinder the enforcement within the jurisdiction of a foreign judgment must be extrinsic, i.e., fraud based on facts not controverted or resolved in the case where judgment is rendered,[50] or that which would go to the jurisdiction of the court or would deprive the party against whom judgment is rendered a chance to defend the action to which he has a meritorious defense.[51] Intrinsic fraud is one which goes to the very existence of the cause of action is deemed already adjudged, and it, therefore, cannot militate against the recognition or enforcement of the foreign judgment.[52] Evidence is wanting on the alleged extrinsic fraud. Hence, such unsubstantiated allegation cannot give rise to liability therein.

Lastly, there is no merit to the argument that the foreign judgment is not enforceable in view of the absence of any statement of facts and law upon which the award in favor of the petitioner was based. As aforestated, the lex fori or the internal law of the forum governs matters of remedy and procedure.[53] Considering that under the procedural rules of the High Court of Malaya, a valid judgment may be rendered even without stating in the judgment every fact and law upon which the judgment is based, then the same must be accorded respect and the courts in this jurisdiction cannot invalidate the judgment of the foreign court simply because our rules provide otherwise.

All in all, private respondent had the ultimate duty to demonstrate the alleged invalidity of such foreign judgment, being the party challenging the judgment rendered by the High Court of Malaya. But instead of doing so, private respondent merely argued, to which the trial court agreed, that the burden lay upon petitioner to prove the validity of the money judgment. Such is clearly erroneous and would render meaningless the presumption of validity accorded a foreign judgment were the party seeking to enforce it be required to first establish its validity.[54]

WHEREFORE, the instant petition is GRANTED. The Decision of the Court of Appeals dated May 19, 1993 in CA-G.R. CV No. 35871 sustaining the Decision dated October 14, 1991 in Civil Case No. 56368 of the Regional Trial Court of Pasig, Branch 168 denying the enforcement of the Judgment dated September 13, 1985 of the High Court of Malaya in Kuala Lumpur is REVERSED and SET ASIDE, and another in its stead is hereby rendered ORDERING private respondent Philippine National Construction Corporation to pay petitioner Asiavest Merchant Bankers (M) Berhad the amounts adjudged in the said foreign Judgment, subject of the said case.

Costs against the private respondent.

SO ORDERED.

Bellosillo, (Chairman), Mendoza, and Buena, JJ., concur.
Quisumbing, J., on official business.

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[1] Penned by Associate Justice Segundino G. Chua and concurred in by Associate Justices Serafin V.C. Guingona and Ramon Mabutas, Jr., Sixteenth Division, in C-A G.R. CV No. 35871, Rollo, pp. 31-37.

[2] Penned by Judge Benjamin V. Pelayo, Records, pp. 444-454.

[3] Docketed as Suit No. C638 of 1983.

[4] Records, pp. 126-127.

[5] Records, pp. 129-130.

[6] TSN, March 5, 1990, p. 31.

[7] Records, pp. 1-4.

[8] Records, pp. 17-25.

[9] Order dated February 8, 1989, Records, p. 49.

[10] Records, pp. 69-72.

[11] Records, pp. 73-74.

[12] Rollo, pp. 13-14.

[13] Cucullu v. Louisiana Insurance Co. (La) 5 Mart NS 464, 16 Am Dec 199.

[14] 30 Am Jur 2d Enforcement and Execution of Judgments §779; Hilton v. Guyot, 159 US 113, 40 L Ed 95, 16 S Ct 139.

[15] Private International Law, Jovito R. Salonga, 1995 Edition, p. 543; 30 Am Jur 2d Executions and Enforcement of Judgments §780; Southern v. Southern, 43 NC App 159, 258 SE2d 422.

[16] Now Sec. 48, Rule 39 of the 1997 Rules of Civil Procedure.

> Sec. 48. Effect of foreign judgments or final orders - The effect of a judgment or final order of a tribunal of a foreign country, having jurisdiction to render the judgment or final order is as follows:
>
> xxx xxx xxx
>
> (b) In case of a judgment or final order against a person, the judgment or final order is presumptive evidence of

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a right as between the parties and their successors in interest by a subsequent title.

In either case, the judgment or final order may be repelled by evidence of a want of jurisdiction, want of notice to the party, collusion, fraud, or clear mistake of law or fact.

[17] TSN, March 5, 1990, p. 3.

[18] TSN, March 5, 1990, p. 4.

[19] TSN, March 5, 1990, p. 4.

[20] TSNs, March 5, 1990, pp. 21-22; September 4, 1990, pp. 6-7.

[21] TSN, March 5, 1990, pp. 10, 23-26.

[22] TSN, March 5, 1990, pp. 10-11, 26-28.

[23] TSN, March 5, 1990, pp. 19-20, 28-30, 37.

[24] Exhibits "A", "A-1" and "A-2", Records, pp. 125-127.

[25] Exhibits "B", "B-1" and "B-2", Records, pp. 128-130.

[26] Exhibits "C", "C-1" and "C-2", Records, pp. 131-133.

[27] Exhibits "D", "D-1" and "D-2", Records, pp. 134-136.

[28] Exhibits "E", "E-1", "E-2", "E-4", "E-5", "E-6", "E-7" and "E-8", Records, pp. 137-144.

[29] Exhibits "F" and "F-1", Records, pp. 147-148.

[30] Exhibits "G", "G-1" and "G-2", Records, pp. 149-159.

[31] Exhibits "H" and "H-1", Records, pp. 160-161.

[32] Exhibits "I", "I-1" and "I-2", Records, pp. 162-167.

[33] Exhibits "J", "J-1" to "J-4", Records, pp. 168-173.

[34] Exhibits "K" and "K-1", Records, pp. 174-179.

[35] Exhibit "L", Records, p. 217.

[36] Citing Article VIII, Section 14 of the 1987 Constitution.

[37] TSNs, July 30, 1990, pp. 4-5; September 4, 1990, p. 3.

[38] TSN, July 30, 1990, pp. 5-6, 8.

[39] TSN, July 30, 1990, p. 15.

[40] TSN, October 5, 1990, pp. 6-10.

[41] TSN, October 5, 1990, p. 11.

[42] 30 Am Jur Executions and Enforcement of Judgments §843; In re Osborne, 205 NC 716, 172 SE 491.

[43] Oil and Natural Gas Commission v. Court of Appeals, 293 SCRA 26, 45 [1998].

[44] Northwest Orient Airlines, Inc. v. Court of Appeals, 241 SCRA 192, 199 [1995].

[45] TSNs, September 4, 1990, p. 11; October 5, 1990, pp. 11-12.

[46] Matthews v. Munster XX QBD 141, 1887, Great Atlantic Insurance Co. v. Home Insurance Co. and others, 2 ALR 485 [1981]; Waugh and others v. H.B. Clifford and Sons Ltd. and others, 1 ALR 1095 [1982]; Exhibits "M", "M-1" and "M-2", Records, pp. 355-385.

[47] Also Sovereign General Insurance Sdn. Bhd. v. Koh Tian Bee, 1 MLJ 304 (1988), Exhibit "M-3", Records, pp. 386-389.

[48] TSN, March 5, 1990, pp. 10, 23-26.

[49] TSN, March 5, 1990, pp. 22-25; Exhibits "G", and "G-2", Records, pp. 149-159.

[50] Labayen v. Talisay-Silay Mining Co., 40 O.G. 2[nd] Supp. No. 3, p. 109 .

[51] 30 Am Jur 2d Executions and Enforcement of Judgments §840; Pentz v. Kuppinger (2[nd] Dist) 31 Cal App 3d 590, 107 Cal Rptr 540.

[52] Private International Law, Jovito R. Salonga, 1995 Edition, p. 558; Beale, Conflict of Law, Vol. II, p. 1402; Abouloff v. Oppenwhimer and Another [1852], 58 L.J. Q.B. 1.

[53] Northwest Orient Airlines, Inc. v. Court of Appeals, supra.

[54] Asiavest Limited v. Court of Appeals, 296 SCRA 539, 549 [1998].

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