ALFREDO CHING, PETITIONER, VS. HON. COURT OF APPEALS, HON. ZOSIMO Z. ANGELES, RTC – BR. 58, MAKATI, METRO MANILA, PEOPLE OF THE PHILIPPINES AND ALLIED BANKING CORPORATION, RESPO...

G.R. No. 110844. April 27, 2000

Ponente: BUENA, J.

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BUENA, J.:

Confronting the Court in this instant petition for review on certiorari under Rule 45 is the task of resolving the issue of whether the pendency of a civil action for damages and declaration of nullity of documents, specifically trust receipts, warrants the suspension of criminal proceedings instituted for violation of Article 315 1(b) of the Revised Penal Code, in relation to P.D. 115, otherwise known as the "Trust Receipts Law".

Petitioner Alfredo Ching challenges before us the decision[1] of the Court of Appeals promulgated on 27 January 1993 in CA G.R. SP No. 28912, dismissing his "Petition for Certiorari and Prohibition with Prayer for Issuance of Temporary Restraining Order/ Preliminary Injunction", on the ground of lack of merit.

Assailed similarly is the resolution[2] of the Court of Appeals dated 28 June 1993 denying petitioner’s motion for reconsideration.

As borne by the records, the controversy arose from the following facts:

On 04 February 1992,[3] petitioner was charged before the Regional Trial Court of Makati (RTC- Makati), Branch 58, with four counts of estafa punishable under Article 315 par. 1(b) of the Revised Penal Code, in relation to Presidential Decree 115, otherwise known as the "Trust Receipts Law".

The four separate informations[4] which were couched in similar language except for the date, subject goods and amount thereof, charged herein petitioner in this wise:

> "That on or about the (18th day of May 1981; 3rd day of June 1981; 24th day of June 1981 and 24th day of June 1981), in the Municipality of Makati, Metro Manila, Philippines and within the jurisdiction of this Honorable Court, the above-named accused having executed a trust receipt agreement in favor of Allied Banking Corporation in consideration of the receipt by the said accused of goods described as ‘12 Containers (200 M/T) Magtar Brand Dolomites’; ‘18 Containers (Zoom M/T) Magtar Brand Dolomites’; ‘High Fired Refractory Sliding Nozzle Bricks’; and ‘High Fired Refractory Sliding Nozzle Bricks’ for which there is now due the sum of (P 278, 917.80; P 419,719.20; P 387, 551. 95; and P389, 085.14 respectively) under the terms of which the accused agreed to sell the same for cash with the express obligation to remit to the complainant bank the proceeds of the sale and/or to turn over the goods, if not sold, on demand, but the accused, once in possession of said goods, far from complying with his obligation and with grave abuse of confidence, did then and there, willfully, unlawfully and feloniously misappropriate, misapply and convert to his own personal use and benefit the said goods and/or the proceeds of the sale thereof, and despite repeated demands, failed and refused and still fails and refuses, to account for and/or remit the proceeds of sale thereof to the Allied Banking

> Corporation to the damage and prejudice of the said complainant bank in the aforementioned amount of (P 278,917.80; P 419,719.20; P 387,551.95; and P 389,085.14)."

On 10 February 1992, an "Omnibus Motion[5] to Strike Out Information, or in the Alternative to Require Public Prosecutor to Conduct Preliminary Investigation, and to Suspend in the Meantime Further Proceedings in these Cases," was filed by the petitioner.

In an order dated 13 February 1992, the Regional Trial Court of Makati, Branch 58, acting on the omnibus motion, required the prosecutor's office to conduct a preliminary investigation and suspended further proceedings in the criminal cases.

On 05 March 1992, petitioner Ching, together with Philippine Blooming Mills Co. Inc., filed a case[6] before the Regional Trial Court of Manila (RTC-Manila), Branch 53, for declaration of nullity of documents and for damages docketed as Civil Case No. 92-60600, entitled "Philippine Blooming Mills, Inc. et. al. vs. Allied Banking Corporation."

On 07 August 1992, Ching filed a petition[7] before the RTC-Makati, Branch 58, for the suspension of the criminal proceedings on the ground of prejudicial question in a civil action.

The prosecution then filed an opposition to the petition for suspension, against which opposition, herein petitioner filed a reply.[8]

On 26 August 1992, the RTC-Makati issued an order[9] which denied the petition for suspension and scheduled the arraignment and pre-trial of the criminal cases. As a result, petitioner moved to reconsider[10] the order to which the prosecution filed an opposition.

In an order[11] dated 04 September 1992, the RTC-Makati, before which the criminal cases are pending, denied petitioner's motion for reconsideration and set the criminal cases for arraignment and pre-trial.

Aggrieved by these orders[12] of the lower court in the criminal cases, petitioner brought before the Court of Appeals a petition for certiorari and prohibition which sought to declare the nullity of the aforementioned orders and to prohibit the RTC-Makati from conducting further proceedings in the criminal cases.

In denying the petition,[13] the Court of Appeals, in CA G.R. SP No. 28912, ruled:

> "X X X Civil Case No. 90-60600 pending before the Manila Regional Trial Court seeking(sic) the declaration of nullity of the trust receipts in question is not a prejudicial question to Criminal Case Nos. 92-0934 to 37 pending before the respondent court charging the petitioner with four counts of violation of Article 315, par. 1(b), RPC, in relation to PD 115 as to warrant the suspension of the proceedings in the latter X X X."

Consequently, petitioner filed a motion for reconsideration of the decision which the appellate court denied for lack of merit, via a resolution[14] dated 28 June 1993.

Notwithstanding the decision rendered by the Court of Appeals, the RTC-Manila, Branch 53 in an order dated 19 November 1993 in Civil Case No. 92-60600, admitted petitioner's amended complaint[15] which, inter alia, prayed the court for a judgment:

> "X X X
>
> "1. Declaring the 'Trust Receipts,' annexes D, F, H and J hereof, null and void, or otherwise annulling the same, for failure to express the true intent and agreement of the parties;
>
> "2. Declaring the transaction subject hereof as one of pure and simple loan without any trust receipt agreement and/or not one involving a trust receipt, and accordingly declaring all the documents annexed hereto as mere

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> loan documents XXX"(emphasis ours)

In its amended answer,[16] herein private respondent Allied Banking Corporation submitted in riposte that the transaction applied for was a "letter of credit/trust receipt accommodation" and not a "pure and simple loan with the trust receipts as mere additional or side documents", as asserted by herein petitioner in its amended complaint.[17]

Through the expediency of Rule 45, petitioner seeks the intervention of this Court and prays:

> "After due consideration, to render judgment reversing the decision and resolution, Annexes A and B hereof, respectively, and ordering the suspension of Criminal Cases (sic) Nos. 92-0934 to 92-0937, inclusive, entitled "People of the Philippines vs. Alfredo Ching" pending before Branch 58 of the Regional Trial Court of Makati, Metro Manila, until final determination of Civil Case No. 92-600 entitled Philippine Blooming Mills Co. Inc. and Alfredo Ching vs. Allied Banking Corporation" pending before Branch 53 of the Regional Trial Court of Manila."

The instant petition is bereft of merit.

We agree with the findings of the trial court, as affirmed by the Court of Appeals, that no prejudicial question exists in the present case.

As defined, a prejudicial question is one that arises in a case the resolution of which is a logical antecedent of the issue involved therein, and the cognizance of which pertains to another tribunal. The prejudicial question must be determinative of the case before the court but the jurisdiction to try and resolve the question must be lodged in another court or tribunal.[18]

It is a question based on a fact distinct and separate from the crime but so intimately connected with it that it determines the guilt or innocence of the accused, and for it to suspend the criminal action, it must appear not only that said case involves facts intimately related to those upon which the criminal prosecution would be based but also that in the resolution of the issue or issues raised in the civil case, the guilt or innocence of the accused would necessarily be determined.[19] It comes into play generally in a situation where a civil action and a criminal action are both pending and there exists in the former an issue which must be preemptively resolved before the criminal action may proceed, because howsoever the issue raised in the civil action is resolved would be determinative juris et de jure of the guilt or innocence of the accused in the criminal case.[20]

More simply, for the court to appreciate the pendency of a prejudicial question, the law,[21] in no uncertain terms, requires the concurrence of two essential requisites, to wit:

> a) The civil action involves an issue similar or intimately related to the issue raised in the criminal action; and
>
> b) The resolution of such issue determines whether or not the criminal action may proceed.

Verily, under the prevailing circumstances, the alleged prejudicial question in the civil case for declaration of nullity of documents and for damages, does not juris et de jure determine the guilt or innocence of the accused in the criminal action for estafa. Assuming arguendo that the court hearing the civil aspect of the case adjudicates that the transaction entered into between the parties was not a trust receipt agreement, nonetheless the guilt of the accused could still be established and his culpability under penal laws determined by other evidence. To put it differently, even on the assumption that the documents are declared null, it does not ipso facto follow that such declaration of nullity shall exonerate the accused from criminal prosecution and liability.

Accordingly, the prosecution may adduce evidence to prove the criminal liability of the accused for estafa, specifically under Article 315 1(b) of the Revised Penal Code which explicitly provides that said crime is

committed:

> "X X X (b) By misappropriating or converting, to the prejudice of another, money, goods, or any other personal property received by the offender in trust or on commission, or for administration, or any other obligation involving the duty to make delivery of or to return the same, even though such obligation be totally or partially guaranteed by a bond; or by denying having received such money, goods, or other property."

Applying the foregoing principles, the criminal liability of the accused for violation of Article 315 1(b) of the Revised Penal Code, may still be shown through the presentation of evidence to the effect that: (a) the accused received the subject goods in trust or under the obligation to sell the same and to remit the proceeds thereof to Allied Banking Corporation, or to return the goods, if not sold; (b) that accused Ching misappropriated or converted the goods and/or the proceeds of the sale; (c) that accused Ching performed such acts with abuse of confidence to the damage and prejudice of Allied Banking Corporation; and (d) that demand was made by the bank to herein petitioner.

Presidential Decree 115, otherwise known as the "Trust Receipts Law", specifically Section 13 thereof, provides:

> "The failure of an entrustee to turn over the proceeds of the sale of the goods, documents or instruments covered by a trust receipt to the extent of the amount owing to the entruster or as appears in the trust receipt or to return said goods, documents or instruments if they were not sold or disposed of in accordance with the terms of the trust receipt shall constitute the crime of estafa, punishable under the provisions of Article Three hundred fifteen, paragraph one (b) of Act Numbered Three thousand eight hundred and fifteen, as amended, otherwise known as the Revised Penal Code."

We must stress though, that an act violative of a trust receipt agreement is only one mode of committing estafa under the abovementioned provision of the Revised Penal Code. Stated differently, a violation of a trust receipt arrangement is not the sole basis for incurring liability under Article 315 1(b) of the Code.

In Jimenez vs. Averia,[22] where the accused was likewise charged with estafa, this Court had occasion to rule that a civil case contesting the validity of a certain receipt is not a prejudicial question that would warrant the suspension of criminal proceedings for estafa.

In the abovementioned case, a criminal charge for estafa was filed in the Court of First Instance of Cavite against the two accused. The information alleged that the accused, having received the amount of P20,000.00 from Manuel Jimenez for the purchase of a fishing boat, with the obligation on the part of the former to return the money in case the boat was not purchased, misappropriated the said amount to the damage and prejudice of Jimenez.[23] Misspped

Before arraignment, the accused filed a civil case contesting the validity of a certain receipt signed by them. In the receipt, the accused acknowledged having received the aforesaid sum, in addition to the amount of P240.00 as agent’s commission. The complaint, however, alleged that the accused never received any amount from Jimenez and that the signatures on the questioned receipt were secured by means of fraud, deceit and intimidation.

In ruling out the existence of prejudicial question, we declared:

> "X X X It will be readily seen that the alleged prejudicial question is not determinative of the guilt or innocence of the parties charged with estafa, because even on the assumption that the execution of the receipt whose annulment they sought in the civil case was vitiated by fraud, duress or intimidation, their guilt could still be established by other evidence showing, to the degree required by law, that they had actually received from the complainant the sum of P20,000.00 with which to buy for him a fishing boat, and that, instead of doing so, they misappropriated the money and refused or otherwise failed to return it to him upon demand. X X X "

Furthermore, petitioner submits that the truth or falsity of the parties' respective claims as regards the true nature of the transactions and of the documents, shall have to be first determined by the Regional Trial Court of Manila, which is the court hearing the civil case.

While this may be true, it is no less true that the Supreme Court may, on certain exceptional instances, resolve the merits of a case on the basis of the records and other evidence before it, most especially when the resolution of these issues would best serve the ends of justice and promote the speedy disposition of cases.

Thus, considering the peculiar circumstances attendant in the instant case, this Court sees the cogency to exercise its plenary power:

> "It is a rule of procedure for the Supreme Court to strive to settle the entire controversy in a single proceeding leaving no root or branch to bear the seeds of future litigation. No useful purpose will be served if a case or the determination of an issue in a case is remanded to the trial court only to have its decision raised again to the Court of Appeals and from there to the Supreme Court (citing Board of Commissioners vs. Judge Joselito de la Rosa and Judge Capulong, G.R. Nos. 95122-23).
>
> "We have laid down the rule that the remand of the case or of an issue to the lower court for further reception of evidence is not necessary where the Court is in position to resolve the dispute based on the records before it and particularly where the ends of justice would not be subserved by the remand thereof (Escudero vs. Dulay, 158 SCRA 69). Moreover, the Supreme Court is clothed with ample authority to review matters, even those not raised on appeal if it finds that their consideration is necessary in arriving at a just disposition of the case."[24]

On many occasions, the Court, in the public interest and for the expeditious administration of justice, has resolved actions on the merits instead of remanding them to the trial court for further proceedings, such as where the ends of justice would not be subserved by the remand of the case.[25]

Inexorably, the records would show that petitioner signed and executed an application and agreement for a commercial letter of credit to finance the purchase of imported goods. Likewise, it is undisputed that petitioner signed and executed trust receipt documents in favor of private respondent Allied Banking Corporation.

In its amended complaint, however, which notably was filed only after the Court of Appeals rendered its assailed decision, petitioner urges that the transaction entered into between the parties was one of "pure loan without any trust receipt agreement". According to petitioner, the trust receipt documents were intended merely as "additional or side documents covering the said loan" contrary to petitioner's allegation in his original complaint that the trust receipts were executed as collateral or security.

We do not agree. As Mr. Justice Story succinctly puts it: "Naked statements must be entitled to little weight when the parties hold better evidence behind the scenes."[26]

Hence, with affirmance, we quote the findings of the Court of Appeals:

> "The concept in which petitioner signed the trust receipts, that is whether he signed the trust receipts as such trust receipts or as a mere evidence of a pure and simple loan transaction is not decisive because precisely, a trust receipt is a security agreement of an indebtedness."

Contrary to petitioner's assertions and in view of jurisprudence established in this jurisdiction, a trust receipt is not merely an additional or side document to a principal contract, which in the instant case is alleged by petitioner to be a pure and simple loan.

As elucidated in Samo vs. People,[27] a trust receipt is considered a security transaction intended to aid in financing importers and retail dealers who do not have sufficient funds or resources to finance the importation or

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purchase of merchandise, and who may not be able to acquire credit except through utilization, as collateral, of the merchandise imported or purchased.

Further, a trust receipt is a document in which is expressed a security transaction whereunder the lender, having no prior title in the goods on which the lien is to be given and not having possession which remains in the borrower, lends his money to the borrower on security of the goods which the borrower is privileged to sell clear of the lien with an agreement to pay all or part of the proceeds of the sale to the lender.[28] It is a security agreement pursuant to which a bank acquires a "security interest" in the goods. It secures an indebtedness and there can be no such thing as security interest that secures no obligation.[29]

Clearly, a trust receipt partakes the nature of a security transaction. It could never be a mere additional or side document as alleged by petitioner. Otherwise, a party to a trust receipt agreement could easily renege on its obligations thereunder, thus undermining the importance and defeating with impunity the purpose of such an indispensable tool in commercial transactions.

Of equal importance is the fact that in his complaint in Civil Case No. 92-60600, dated 05 March 1992, petitioner alleged that the trust receipts were executed and intended as collateral or security. Pursuant to the rules, such particular allegation in the complaint is tantamount to a judicial admission on the part of petitioner Ching to which he must be bound.

Thus, the Court of Appeals in its resolution dated 28 June 1993, correctly observed:

> "It was petitioner himself who acknowledged the trust receipts as mere collateral and security for the payment of the loan but kept on insisting that the real and true transaction was one of pure loan. X X X"
>
> "In his present motion, the petitioner alleges that the trust receipts are evidence of a pure loan or that the same were additional or side documents that actually stood as promissory notes and not a collateral or security agreement. He cannot assume a position inconsistent with his previous allegations in his civil complaint that the trust receipts were intended as mere collateral or security X X X."

Perhaps, realizing such flaw, petitioner, in a complete turn around, filed a motion to admit amended complaint before the RTC-Manila. Among others, the amended complaint alleged that the trust receipts stood as additional or side documents, the real transaction between the parties being that of a pure loan without any trust receipt agreement.

In an order dated 19 November 1993, the RTC-Manila, Branch 53, admitted the amended complaint. Accordingly, with the lower court’s admission of the amended complaint, the judicial admission made in the original complaint was, in effect, superseded. Mi-so

Under the Rules, pleadings superseded or amended disappear from the record, lose their status as pleadings and cease to be judicial admissions. While they may nonetheless be utilized against the pleader as extrajudicial admissions, they must, in order to have such effect, be formally offered in evidence. If not offered in evidence, the admission contained therein will not be considered.[30]

Consequently, the original complaint, having been amended, lost its character as a judicial admission, which would have required no proof, and became merely an extrajudicial admission, the admissibility of which, as evidence, required its formal offer.[31]

In virtue thereof, the amended complaint takes the place of the original. The latter is regarded as abandoned and ceases to perform any further function as a pleading. The original complaint no longer forms part of the record.[32]

Thus, in the instant case, the original complaint is deemed superseded by the amended complaint. Corollarily, the judicial admissions in the original complaint are considered abandoned. Nonetheless, we must stress that the actuations of petitioner, as sanctioned by the RTC-Manila, Branch 53 through its order admitting the amended complaint, demands stern rebuke from this Court.

Certainly, this Court is not unwary of the tactics employed by the petitioner specifically in filing the amended complaint only after the promulgation of the assailed decision of the Court of Appeals. It bears noting that a lapse of almost eighteen months (from March 1992 to September 1993), from the filing of the original complaint to the filing of the amended complaint, is too lengthy a time sufficient to enkindle suspicion and enflame doubts as to the true intentions of petitioner regarding the early disposition of the pending cases. Ne-xold

Although the granting of leave to file amended pleadings is a matter peculiarly within the sound discretion of the trial court and such discretion would not normally be disturbed on appeal, it is also well to mention that this rule is relaxed when evident abuse thereof is apparent.[33]

Hence, in certain instances we ruled that amendments are not proper and should be denied when delay would arise,[34] or when the amendments would result in a change of cause of action or defense or change the theory of the case,[35] or would be inconsistent with the allegations in the original complaint.[36]

Applying the foregoing rules, petitioner, by filing the amended complaint, in effect, altered the theory of his case. Likewise, the allegations embodied in the amended complaint are inconsistent with that of the original complaint inasmuch as in the latter, petitioner alleged that the trust receipts were intended as mere collateral or security, the principal transaction being one of pure loan.

Yet, in the amended complaint, petitioner argued that the said trust receipts were executed as additional or side documents, the transaction being strictly one of pure loan without any trust receipt arrangement. Obviously these allegations are in discord in relation to each other and therefore cannot stand in harmony.

These circumstances, taken as a whole, lead this Court to doubt the genuine purpose of petitioner in filing the amended complaint. Again, we view petitioner’s actuations with abhorrence and displeasure.

Moreover, petitioner contends that the transaction between Philippine Blooming Mills (PBM) and private respondent Allied Banking Corporation does not fall under the category of a trust receipt arrangement claiming that the goods were not to be sold but were to be used, consumed and destroyed by the importer PBM.

To our mind, petitioner’s contention is a stealthy attempt to circumvent the principle enunciated in the case of Allied Banking Corporation vs. Ordonez,[37] thus:

> "X X X In an attempt to escape criminal liability, private respondent claims P.D. 115 covers goods which are ultimately destined for sale and not goods for use in manufacture. But the wording of Section 13 covers failure to turn over the proceeds of the sale of the entrusted goods, or to return said goods if unsold or disposed of in accordance with the terms of the trust receipts. Private respondent claims that at the time of PBM’s application for the issuance of the LC’s, it was not represented to the petitioner that the items were intended for sale, hence, there was no deceit resulting in a violation of the trust receipts which would constitute a criminal liability. Again we cannot uphold this contention. The non-payment of the amount covered by a trust receipt is an act violative of the entrustee’s obligation to pay. There is no reason why the law should not apply to all transactions covered by trust receipts, except those expressly excluded (68 Am. Jur. 125).
>
> "The Court takes judicial notice of customary banking and business practices where trust receipts are used for importation of heavy equipment, machineries and supplies used in manufacturing operations. We are perplexed by the statements in the assailed DOJ resolution that the goods subject of the instant case are outside the ambit of the provisions of PD 115 albeit covered by trust receipt agreements (17 February 1988 resolution) and that

> not all transactions covered by trust receipts may be considered as trust receipt transactions defined and penalized under P.D. 115 (11 January 1988 resolution). A construction should be avoided when it affords an opportunity to defeat compliance with the terms of a statute. Manik-s
>
> xxx xxx xxx
> "The penal provision of P.D. 115 encompasses any act violative of an obligation covered by the trust receipt; it is not limited to transactions in goods which are to be sold (retailed), reshipped, stored or processed as a component of a product ultimately sold."

An examination of P.D. 115 shows the growing importance of trust receipts in Philippine business, the need to provide for the rights and obligations of parties to a trust receipt transaction, the study of the problems involved and the action by monetary authorities, and the necessity of regulating the enforcement of rights arising from default or violations of trust receipt agreements. The legislative intent to meet a pressing need is clearly expressed.[38]

In fine, we reiterate that the civil action for declaration of nullity of documents and for damages does not constitute a prejudicial question to the criminal cases for estafa filed against petitioner Ching.

WHEREFORE, premises considered, the assailed decision and resolution of the Court of Appeals are hereby AFFIRMED and the instant petition is DISMISSED for lack of merit. Accordingly, the Regional Trial Court of Makati, Branch 58, is hereby directed to proceed with the hearing and trial on the merits of Criminal Case Nos. 92-0934 to 92-0937, inclusive, and to expedite proceedings therein, without prejudice to the right of the accused to due process.

SO ORDERED.

Bellosillo, (Chairman), Mendoza, Quisumbing, and De Leon, Jr., JJ., concur.

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[1] Court of Appeals Decision (Eleventh Division) penned by J. Gloria C. Paras and concurred in by J. Luis L. Victor and J. Fermin A. Martin, Jr.; Rollo, pp. 42-47.
[2] CA G. R. SP No. 28912, promulgated on 28 June 1993; Rollo, pp. 49-55.
[3] Rollo, p. 42.
[4] Ibid., pp.42-43; Records, pp. 25-28 (Annexes A, A-1, A-2, and A-3, respectively)
[5] Ibid., Records, pp. 29-32.
[6] Ibid., pp. 56-63.
[7] Rollo, p.43.
[8] Ibid.
[9] Ibid.
[10] Ibid., p. 44.
[11] Ibid.
[12] Ibid., p. 42.
[13] CA Decision in CA G.R. SP No. 28912, p. 3; Rollo, p. 44.
[14] Rollo, pp. 49-55.
[15] Rollo, pp. 343-351.
[16] Rollo, pp. 354.
[17] Amended complaint in Civil Case No. 92-60600 filed before the RTC-Manila, Branch 53; Rollo, pp. 343-351.
[18] Tuanda vs. Sandiganbayan, 249 SCRA 342; Yap vs. Paras, 205 SCRA 625; Quiambao vs. Osorio, 158 SCRA

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674; Donato vs. Luna, 160 SCRA 441; Ras vs. Rasul, 100 SCRA 125.
[19] Tuanda vs. Sandiganbayan, 249 SCRA 342.
[20] Tuanda vs. Sandiganbayan, 249 SCRA 342 citing Librodo vs. Coscolluela, Jr., 116 SCRA 303.
[21] Section 5, Rule 111 of the Rules of Court.
[22] 22 SCRA 1380 (1968)
[23] Jimenez vs. Averia, 22 SCRA 1380 (1968)
[24] Golangco vs. Court of Appeals, 283 SCRA 493 (1997), citing Heirs of Crisanta Y. Gabriel-Almoradie vs. Court of Appeals, 229 SCRA 15 (1994)
[25] Roman Catholic Archbishop of Manila vs. Court of Appeals, 198 SCRA 300 (1991)
[26] Republic vs. Sandiganbayan, 255 SCRA 438, 472 (1996) citing The Ship Francis, 1 Gall. (US) 618, 9 Fed. Cas. No. 5, 035. Moore on Facts, Vol. 1, p. 579.
[27] 5 SCRA 354 (1962)
[28] Black's Law Dictionary.
[29] Vintola vs. Insular Bank of Asia and America, 150 SCRA 578 (1987)
[30] Evidence, 3rd ed., 1996, R.J. Francisco, p. 35; Director of Lands vs. Court of Appeals, 196 SCRA 94 (1991)
[31] Javellana vs. D.O. Plaza, Enterprises, Inc. 32 SCRA 261 (1970)
[32] Torres vs. Court of Appeals, 131 SCRA 24 (1984)
[33] Torres vs. Tomacruz , 49 Phil. 913 (1927)
[34] Lerma vs. Reyes, 103 Phil. 1027, 1031-1032 (1958)
[35] Torres vs. Tomacruz , 49 Phil. 913 (1927)
[36] Guzman-Castillo vs. Court of Appeals, G.R. NO. 52008, March 25, 1988.
[37] 192 SCRA 246 (1990)
[38] Lee vs. Rodil, 175 SCRA 100 (1989)

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