

FORTUNE MOTORS (PHILS.) CORPORATION AND EDGAR L. RODRIGUEZA, PETITIONERS, VS. THE HONORABLE COURT OF APPEALS AND FILINVEST CREDIT CORPORATION, RESPONDENTS.*G.R. No. 112191. February 07, 1997*

Ponente: PANGANIBAN, J.

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To fund their acquisition of new vehicles (which are later retailed or resold to the general public), car dealers normally enter into wholesale automotive financing schemes whereby vehicles are delivered by the manufacturer or assembler on the strength of trust receipts or drafts executed by the car dealers, which are backed up by sureties. These trust receipts or drafts are then assigned and/or discounted by the manufacturer to/with financing companies, which assume payment of the vehicles but with the corresponding right to collect such payment from the car dealers and/or the sureties. In this manner, car dealers are able to secure delivery of their stock-in-trade without having to pay cash therefor; manufacturers get paid without any receivables/collection problems; and financing companies earn their margins with the assurance of payment not only from the dealers but also from the sureties. When the vehicles are eventually resold, the car dealers are supposed to pay the financing companies -- and the business goes merrily on. However, in the event the car dealer defaults in paying the financing company, may the surety escape liability on the legal ground that the obligations were incurred subsequent to the execution of the surety contract?

This is the principal legal question raised in this petition for review (under Rule 45 of the Rules of Court) seeking to set aside the Decision[1] of the Court of Appeals (Tenth Division)[2] promulgated on September 30, 1993 in CA G.R. CV No. 09136 which affirmed in toto the decision[3] of the Regional Trial Court of Manila - Branch 11[4] in Civil Case No. 83-21994, the dispositive portion of which reads:

“WHEREFORE, judgment is hereby rendered in favor of the plaintiff and against the defendants, by ordering the latter to pay, jointly and severally, the plaintiff the following amounts:

1. The sum of P1,348,033.89, plus interest thereon at the rate of P922.53 per day starting April 1, 1985 until the said principal amount is fully paid;
2. The amount of P50,000.00 as attorney’s fees and another P50,000.00 as liquidated damages; and
3. That the defendants, although spared from paying exemplary damages, are further ordered to pay, in solidum, the costs of this suit.”

Plaintiff therein was the financing company and the defendants the car dealer and its sureties.

The Facts

On or about August 4, 1981, Joseph L. G. Chua and Petitioner Edgar Lee Rodriguez (“Petitioner Rodriguez”) each executed an undated “Surety Undertaking”[5]whereunder they “absolutely, unconditionally and solidarily

guarantee(d)” to Respondent Filinvest Credit Corporation (“Respondent Filinvest”) and its affiliated and subsidiary companies the “full, faithful and prompt performance, payment and discharge of any and all obligations and agreements” of Fortune Motors (Phils.) Corporation (“Petitioner Fortune”) “under or with respect to any and all such contracts and any and all other agreements (whether by way of guaranty or otherwise)” of the latter with Filinvest and its affiliated and subsidiary companies “now in force or hereafter made.”

The following year or on April[6]5, 1982, Petitioner Fortune, Respondent Filinvest and Canlubang Automotive Resources Corporation (“CARCO”) entered into an “Automotive Wholesale Financing Agreement”[7](“Financing Agreement”) under which CARCO will deliver motor vehicles to Fortune for the purpose of resale in the latter’s ordinary course of business; Fortune, in turn, will execute trust receipts over said vehicles and accept drafts drawn by CARCO, which will discount the same together with the trust receipts and invoices and assign them in favor of Respondent Filinvest, which will pay the motor vehicles for Fortune. Under the same agreement, Petitioner Fortune, as trustee of the motor vehicles, was to report and remit proceeds of any sale for cash or on terms to Respondent Filinvest immediately without necessity of demand.

Subsequently, several motor vehicles were delivered by CARCO to Fortune, and trust receipts covered by demand drafts and deeds of assignment were executed in favor of Respondent Filinvest. However, when the demand drafts matured, not all the proceeds of the vehicles which Petitioner Fortune had sold were remitted to Respondent Filinvest. Fortune likewise failed to turn over to Filinvest several unsold motor vehicles covered by the trust receipts. Thus, Filinvest through counsel, sent a demand letter[8]dated December 12, 1983 to Fortune for the payment of its unsettled account in the amount of P1,302,811.00. Filinvest sent similar demand letters[9] separately to Chua and Rodriguez as sureties. Despite said demands, the amount was not paid. Hence, Filinvest filed in the Regional Trial Court of Manila a complaint for a sum of money with preliminary attachment against Fortune, Chua and Rodriguez.

In an order dated September 26, 1984, the trial court declared that there was no factual issue to be resolved except for the correct balance of defendants’ account with Filinvest as agreed upon by the parties during pre-trial.[10] Subsequently, Filinvest presented testimonial and documentary evidence. Defendants (petitioners herein), instead of presenting their evidence, filed a “Motion for Judgment on Demurrer to Evidence”[11]anchored principally on the ground that the Surety Undertakings were null and void because, at the time they were executed, there was no principal obligation existing. The trial court denied the motion and scheduled the case for reception of defendants’ evidence. On two scheduled dates, however, defendants failed to present their evidence, prompting the court to deem them to have waived their right to present evidence. On December 17, 1985, the trial court rendered its decision earlier cited ordering Fortune, Chua and Rodriguez to pay Filinvest, jointly and severally, the sum of P1,348,033.83 plus interest at the rate of P922.53 per day from April 1, 1985 until fully paid, P50,000.00 in attorney’s fees, another P50,000.00 in liquidated damages and costs of suit.

As earlier mentioned, their appeal was dismissed by the Court of Appeals (Tenth Division) which affirmed in toto the trial court’s decision. Hence, this recourse.

Issues

Petitioners assign the following errors in the appealed Decision:

- “1. that the Court of Appeals erred in declaring that surety can exist even if there was no existing indebtedness at the time of its execution.
2. that the Court of Appeals erred when it declared that there was no novation.
3. that the Court of Appeals erred when it declared, that the evidence was sufficient to prove the amount of the

claim.”[12]

Petitioners argue that future debts which can be guaranteed under Article 2053 of the Civil Code refer only to “debts existing at the time of the constitution of the guaranty but the amount thereof is unknown,” and that a guaranty being an accessory obligation cannot exist without a principal obligation. Petitioners claim that the surety undertakings cannot be made to cover the Financing Agreement executed by Fortune, Filinvest and CARCO since the latter contract was not yet in existence when said surety contracts were entered into.

Petitioners further aver that the Financing Agreement would effect a novation of the surety contracts since it changed the principal terms of the surety contracts and imposed additional and onerous obligations upon the sureties.

Lastly, petitioners claim that no accounting of the payments made by Petitioner Fortune to Respondent Filinvest was done by the latter. Hence, there could be no way by which the sureties can ascertain the correct amount of the balance, if any.

Respondent Filinvest, on the other hand, imputes “estoppel (by pleadings or by judicial admission)” upon petitioners when in their “Motion to Discharge Attachment,” they admitted their liability as sureties thus:

“Defendants Chua and Rodriguez could not have perpetrated fraud because they are only sureties of defendant Fortune Motors x x x;

x x x The defendants (referring to Rodriguez and Chua) are not parties to the trust receipts agreements since they are ONLY sureties x x x.”[13]

In rejecting the arguments of petitioners and in holding that they (Fortune and the sureties) were jointly and solidarily liable to Filinvest, the trial court declared:

“As to the alleged non-existence of a principal obligation when the surety agreement was signed, it is enough (sic) to state that a guaranty may also be given as security for future debts, the amount of which is not known (Art. 2053, New Civil Code). In the case of NARIC vs. Fojas, L-11517, promulgated April 10, 1958, it was ruled that a bond posted to secure additional credit that the principal debtor had applied for, is not void just because the said bond was signed and filed before the additional credit was extended by the creditor. The obligation of the sureties on future obligations of Fortune is apparent from a proviso under the Surety Undertakings marked Exhs. B and C that the sureties agree with the plaintiff as follows:

In consideration of your entering into an arrangement with the party (Fortune) named above, x x x x by which you may purchase or otherwise require from, and or enter into with obligor x x x trust receipt x x x arising out of wholesale and/or retail transactions by or with obligor, the undersigned x x x absolutely, unconditionally, and solidarily guarantee to you x x x the full, faithful and prompt performance, payment and discharge of any and all obligations x x x of obligor under and with respect to any and all such contracts and any and all agreements (whether by way of guaranty or otherwise) of obligor with you x x x now in force or hereafter made. (Underlinings supplied).

On the matter of novation, this has already been ruled upon when this Court denied defendants’ Motion to dismiss on the argument that what happened was really an assignment of credit, and not a novation of contract, which does not require the consent of the debtors. The fact of knowledge is enough. Besides, as explained by the plaintiff, the mother or the principal contract was the Financing Agreement, whereas the trust receipts, the sight drafts, as well as the Deeds of assignment were only collaterals or accidental modifications which do not extinguish the original contract by way of novation. This proposition holds true even if the subsequent agreement would provide for more onerous terms for, at any rate, it is the principal or mother contract that is to be followed.

When the changes refer to secondary agreements and not to the object or principal conditions of the contract, there is no novation; such changes will produce modifications of incidental facts, but will not extinguish the original obligation (Tolentino, Commentaries on Jurisprudence of the Civil Code of the Philippines, 1973 Edition, Vol. IV, page 367; cited in plaintiff's Memorandum of September 6, 1985, p. 3).

On the evidence adduced by the plaintiff to show the status of defendants' accounts, which took into consideration payments by defendants made after the filing of the case, it is enough to state that a statement was carefully prepared showing a balance of the principal obligation plus interest totalling P1,348,033.89 as of March 31, 1985 (Exh. M). This accounting has not been traversed nor contradicted by defendants although they had the opportunity to do so. Likewise, there was absolute silence on the part of defendants as to the correctness of the previous statement of account made as of December 16, 1983 (referring to Exh. I), but more important, however, is that defendants received demand letters from the plaintiff stating that, as of December 1983 (Exhs. J, K and L), this total amount of obligation was P1,302,811.00, and yet defendants were not heard to have responded to said demand letters, let alone have taken any exception thereto. There is such a thing as evidence by silence (Sec. 23, Rule 130, Revised Rules of Court)."[14]

The Court of Appeals, affirming the above decision of the trial court, further explained:

"x x x In the case at bar, the surety undertakings in question unequivocally state that Chua and Rodriguez 'absolutely, unconditionally and solidarily guarantee' to Filinvest the 'full, faithful and prompt performance, payment and discharge of any and all obligations and agreements' of Fortune 'under or with respect to any and all such contracts and any and all other agreements (whether by way of guaranty or otherwise)' of the latter with Filinvest in force at the time of the execution of the 'Surety Undertakings' or made thereafter. Indeed, if Chua and Rodriguez did not intend to guarantee all of Fortune's future obligation with Filinvest, then they should have expressly stated in their respective surety undertakings exactly what said surety agreements guaranteed or to which obligations of Fortune the same were intended to apply. For another, if Chua and Rodriguez truly believed that the surety undertakings they executed should not cover Fortune's obligations under the AWFA, then why did they not inform Filinvest of such fact when the latter sent them the aforementioned demand letters (Exhs. 'K' and 'L') urging them to pay Fortune's liability under the AWFA. Instead, quite uncharacteristic of persons who have just been asked to pay an obligation to which they believe they are not liable, Chua and Rodriguez elected or chose not to answer said demand letters. Then, too, considering that appellant Chua is the corporate president of Fortune and a signatory to the AWFA, he should have simply had it stated in the AWFA or in a separate document that the 'Surety Undertakings' do not cover Fortune's obligations in the aforementioned AWFA, trust receipts or demand drafts.

Appellants argue that it was unfair for Filinvest to have executed the AWFA only after two (2) years from the date of the 'Surety undertakings' because Chua and Rodriguez were thereby made to wait for said number of years just to know what kind of obligation they had to guarantee.

The argument cannot hold water. In the first place, the 'Surety Undertakings' did not provide that after a period of time the same will lose its force and effect. In the second place, if Chua and Rodriguez did not want to guarantee the obligations of Fortune under the AWFA, trust receipts and demand drafts, then why did they not simply terminate the 'Surety Undertakings' by serving ten (10) days written notice to Filinvest as expressly allowed in said surety agreements. It is highly plausible that the reason why the 'Surety Undertakings' were not terminated was because the execution of the same was part of the consideration why Filinvest and CARCO agreed to enter into the AWFA with Fortune."[15]

The Court's Ruling

We affirm the decisions of the trial and appellate courts.

First Issue: Surety May Secure Future Obligations

The case at bench falls on all fours with *Atok Finance Corporation vs. Court of Appeals*[16] which reiterated our rulings in *National Rice and Corn Corporation (NARIC) vs. Court of Appeals*[17] and *Rizal Commercial Banking Corporation vs. Arro*. [18] In *Atok Finance*, Sanyu Chemical as principal, and Sanyu Trading along with individual private stockholders of Sanyu Chemical, namely, spouses Daniel and Nenita Arrieta, Leopoldo Halili and Pablito Bermundo, as sureties, executed a continuing suretyship agreement in favor of Atok Finance as creditor. Under the agreement, Sanyu Trading and the individual private stockholders and officers of Sanyu Chemical “jointly and severally unconditionally guarantee(d) to Atok Finance Corporation (hereinafter called Creditor), the full, faithful and prompt payment and discharge of any and all indebtedness of [Sanyu Chemical] x x x to the Creditor.” Subsequently, Sanyu Chemical assigned its trade receivables outstanding with a total face value of P125,871.00 to Atok Finance in consideration of receipt of the amount of P105,000.00. Later, additional trade receivables with a total face value of P100,378.45 were also assigned. Due to nonpayment upon maturity, Atok Finance commenced action against Sanyu Chemical, the Arrieta spouses, Bermundo and Halili to collect the sum of P120,240.00 plus penalty charges due and payable. The individual private respondents contended that the continuing suretyship agreement, being an accessory contract, was null and void since, at the time of its execution, Sanyu Chemical had no pre-existing obligation due to Atok Finance. The trial court rendered a decision in favor of Atok Finance and ordered defendants to pay, jointly and severally, aforesaid amount to Atok.

On appeal, the then Intermediate Appellate Court reversed the trial court and dismissed the complaint on the ground that there was “no proof that when the suretyship agreement was entered into, there was a pre-existing obligation which served as the principal obligation between the parties. Furthermore, the ‘future debts’ alluded to in Article 2053 refer to debts already existing at the time of the constitution of the agreement but the amount thereof is unknown, unlike in the case at bar where the obligation was acquired two years after the agreement.”

We ruled then that the appellate court was in serious error. The distinction which said court sought to make with respect to Article 2053 (that “future debts” referred to therein relate to “debts already existing at the time of the constitution of the agreement but the amount [of which] is unknown” and not to debts not yet incurred and existing at that time) has previously been rejected, citing the *RCBC* and *NARIC* cases. We further said:

“x x x Of course, a surety is not bound under any particular principal obligation until that principal obligation is born. But there is no theoretical or doctrinal difficulty inherent in saying that the suretyship agreement itself is valid and binding even before the principal obligation intended to be secured thereby is born, any more than there would be in saying that obligations which are subject to a condition precedent are valid and binding before the occurrence of the condition precedent.

Comprehensive or continuing surety agreements are in fact quite commonplace in present day financial and commercial practice. A bank or financing company which anticipates entering into a series of credit transactions with a particular company, commonly requires the projected principal debtor to execute a continuing surety agreement along with its sureties. By executing such an agreement, the principal places itself in a position to enter into the projected series of transactions with its creditor; with such suretyship agreement, there would be no need to execute a separate surety contract or bond for each financing or credit accommodation extended to the principal debtor.”

In *Diño vs. Court of Appeals*, [19] we again had occasion to discourse on continuing guaranty/suretyship thus:

“x x x A continuing guaranty is one which is not limited to a single transaction, but which contemplates a future course of dealing, covering a series of transactions, generally for an indefinite time or until revoked. It is prospective in its operation and is generally intended to provide security with respect to future transactions within certain limits, and contemplates a succession of liabilities, for which, as they accrue, the guarantor becomes liable. Otherwise stated, a continuing guaranty is one which covers all transactions, including those arising in the future, which are within the description or contemplation of the contract, of guaranty, until the

expiration or termination thereof. A guaranty shall be construed as continuing when by the terms thereof it is evident that the object is to give a standing credit to the principal debtor to be used from time to time either indefinitely or until a certain period; especially if the right to recall the guaranty is expressly reserved. Hence, where the contract of guaranty states that the same is to secure advances to be made 'from time to time' the guaranty will be construed to be a continuing one.

In other jurisdictions, it has been held that the use of particular words and expressions such as payment of 'any debt,' 'any indebtedness,' 'any deficiency,' or 'any sum,' or the guaranty of 'any transaction' or money to be furnished the principal debtor 'at any time,' or 'on such time' that the principal debtor may require, have been construed to indicate a continuing guaranty."^[20]

We have no reason to depart from our uniform ruling in the above-cited cases. The facts of the instant case bring us to no other conclusion than that the surety undertakings executed by Chua and Rodriguez were continuing guaranties or suretyships covering all future obligations of Fortune Motors (Phils.) Corporation with Filinvest Credit Corporation. This is evident from the written contract itself which contained the words "absolutely, unconditionally and solidarily guarantee(d)" to Respondent Filinvest and its affiliated and subsidiary companies the "full, faithful and prompt performance, payment and discharge of any and all obligations and agreements" of Petitioner Fortune "under or with respect to any and all such contracts and any and all other agreements (whether by way of guaranty or otherwise)" of the latter with Filinvest and its affiliated and subsidiary companies "now in force or hereafter made."

Moreover, Petitioner Rodriguez and Joseph Chua knew exactly where they stood at the time they executed their respective surety undertakings in favor of Fortune. As stated in the petition:

"Before the execution of the new agreement, Edgar L. Rodriguez and Joseph Chua were required to sign blank surety agreements, without informing them how much amount they would be liable as sureties. However, because of the desire of petitioners, Chua and Rodriguez to have the cars delivered to petitioner, Fortune, they signed the blank promissory notes."^[21](underscoring supplied)

It is obvious from the foregoing that Rodriguez and Chua were fully aware of the business of Fortune, an automobile dealer; Chua being the corporate president of Fortune and even a signatory to the Financial Agreement with Filinvest.^[22] Both sureties knew the purpose of the surety undertaking which they signed and they must have had an estimate of the amount involved at that time. Their undertaking by way of the surety contracts was critical in enabling Fortune to acquire credit facility from Filinvest and to procure cars for resale, which was the business of Fortune. Respondent Filinvest, for its part, relied on the surety contracts when it agreed to be the assignee of CARCO with respect to the liabilities of Fortune with CARCO. After benefiting therefrom, petitioners cannot now impugn the validity of the surety contracts on the ground that there was no pre-existing obligation to be guaranteed at the time said surety contracts were executed. They cannot resort to equity to escape liability for their voluntary acts, and to heap injustice to Filinvest, which relied on their signed word.

This is a clear case of estoppel by deed. By the acts of petitioners, Filinvest was made to believe that it can collect from Chua and/or Rodriguez in case of Fortune's default. Filinvest relied upon the surety contracts when it demanded payment from the sureties of the unsettled liabilities of Fortune. A refusal to enforce said surety contracts would virtually sanction the perpetration of fraud or injustice.^[23]

Second Issue: No Novation

Neither do we find merit in the averment of petitioners that the Financing Agreement contained onerous obligations not contemplated in the surety undertakings, thus changing the principal terms thereof and effecting a novation.

We have ruled previously that there are only two ways to effect novation and thereby extinguish an obligation. First, novation must be explicitly stated and declared in unequivocal terms. Novation is never presumed. Second, the old and new obligations must be incompatible on every point. The test of incompatibility is whether the two obligations can stand together, each one having its independent existence. If they cannot, they are incompatible and the latter obligation novates the first.[24] Novation must be established either by the express terms of the new agreement or by the acts of the parties clearly demonstrating the intent to dissolve the old obligation as a consideration for the emergence of the new one. The will to novate, whether totally or partially, must appear by express agreement of the parties, or by their acts which are too clear and unequivocal to be mistaken.[25]

Under the surety undertakings however, the obligation of the sureties referred to absolutely, unconditionally and solidarily guaranteeing the full, faithful and prompt performance, payment and discharge of all obligations of Petitioner Fortune with respect to any and all contracts and other agreements with Respondent Filinvest in force at that time or thereafter made. There were no qualifications, conditions or reservations stated therein as to the extent of the suretyship. The Financing Agreement, on the other hand, merely detailed the obligations of Fortune to CARCO (succeeded by Filinvest as assignee). The allegation of novation by petitioners is, therefore, misplaced. There is no incompatibility of obligations to speak of in the two contracts. They can stand together without conflict.

Furthermore, the parties have not performed any explicit and unequivocal act to manifest their agreement or intention to novate their contract. Neither did the sureties object to the Financing Agreement nor try to avoid liability thereunder at the time of its execution. As aptly discussed by the Court of Appeals:

“x x x For another, if Chua and Rodriguez truly believed that the surety undertakings they executed should not cover Fortune’s obligations under the AWFA (Financing Agreement), then why did they not inform Filinvest of such fact when the latter sent them the aforementioned demand letters (Exhs. ‘K’ and ‘L’) urging them to pay Fortune’s liability under the AWFA. Instead, quite uncharacteristic of persons who have just been asked to pay an obligation to which they are not liable, Chua and Rodriguez elected or chose not to answer said demand letters. Then, too, considering that appellant Chua is the corporate president of Fortune and a signatory to the AWFA, he should have simply had it stated in the AWFA or in a separate document that the ‘Surety Undertakings’ do not cover Fortune’s obligations in the aforementioned AWFA, trust receipts or demand drafts.”[26]

Third Issue: Amount of Claim Substantiated

The contest on the correct amount of the liability of petitioners is a purely factual issue. It is an oft repeated maxim that the jurisdiction of this Court in cases brought before it from the Court of Appeals under Rule 45 of the Rules of Court is limited to reviewing or revising errors of law. It is not the function of this Court to analyze or weigh evidence all over again unless there is a showing that the findings of the lower court are totally devoid of support or are glaringly erroneous as to constitute serious abuse of discretion. Factual findings of the Court of Appeals are conclusive on the parties and carry even more weight when said court affirms the factual findings of the trial court.[27]

In the case at bar, the findings of the trial court and the Court of Appeals with respect to the assigned error are based on substantial evidence which were not refuted with contrary proof by petitioners. Hence, there is no necessity to depart from the above judicial dictum.

WHEREFORE, premises considered, the petition is DENIED and the assailed Decision of the Court of Appeals concurring with the decision of the trial court is hereby AFFIRMED. Costs against petitioners.

SO ORDERED.

Melo, and Francisco, JJ., concur.

Narvasa, C.J. (Chairman), took no part due to personal relationship to party.

Davide, Jr., took no part due to close relationship of a party.

[1] Rollo, pp. 24-32.

[2] Composed of J. Cancio C. Garcia, ponente; JJ. Antonio M. Martinez (division chairman) and Ramon U. Mabutas, Jr., concurring.

[3] Records, pp. 262-269.

[4] Presided by Judge Rosalio A. De Leon.

[5] Acknowledged before a notary public on August 4, 1981; records, pp. 187 & 188.

[6] The assailed Decision states “August” but the date appearing in the Agreement is April 5, 1982.

[7] Records, pp. 178-186.

[8] Records, p. 211.

[9] Records, pp. 213 & 215.

[10] Records, p. 146.

[11] Records, pp. 234-242.

[12] Rollo, p. 12.

[13] Respondent’s Comment, p. 11; Rollo, p.48.

[14] RTC Decision, *supra* note 3 at p.2, pp.6-8.

[15] Assailed Decision, *supra* note 1 at p.2, pp.6-8.

[16] 222 SCRA 232, May 18, 1993.

[17] 103 Phil. 1131 (1958).

[18] 115 SCRA 777, July 30, 1982.

[19] 216 SCRA 9, November 26, 1992.

[20] *Ibid.* citing 38 C.J.S. 1142, 1206, and 1209.

[21] Petition, p.4; Rollo, p.11.

[22] Decision of the Court of Appeals, *supra* note 1 at p.2, p.7.

[23] *Komatsu Industries (Phil.), Inc. vs. Court of Appeals*, 249 SCRA 361, October 18, 1995.

[24] *Nyco Sales Corporation vs. BA Finance Corporation*, 200 SCRA 637, August 16, 1991, citing *Mondragon vs. Intermediate Appellate Court*, 184 SCRA 348, April 17, 1990, and *Cañeda, Jr. vs. Court of Appeals*, 181 SCRA 762, February 5, 1990.

[25] *Broadway Centrum vs. Tropical Hut*, 224 SCRA 302, July 5, 1993; *Ajax Marketing vs. Court of Appeals*, 248 SCRA 222, September 14, 1995.

[26] Supra note 22.

[27]Meneses vs. Court of Appeals, 246 SCRA 163, July 14, 1995; Heirs of Jose Olviga vs. Court of Appeals, 227 SCRA 330, October 21, 1993; Pantranco vs. Court of Appeals, 224 SCRA 477, July 5, 1993.

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