

**CONRADO M. VICENTE, CARLOS SOBREVÍÑAS, YOLANDA V. GOLI,
MARRIED TO EDGARDO GOLI, AND LETICIA WILEY, MARRIED TO
JAMES WILEY, PETITIONERS, VS. PLANTERS DEVELOPMENT BANK
AND JESUS ...**

G.R. No. 136112. January 28, 2003

Ponente: AUSTRIA-MARTINEZ, J.

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AUSTRIA-MARTINEZ, J.:

Before us is a petition for review on certiorari under Rule 45 of the Rules of Court assailing the decision of the Court of Appeals[1] which reversed the decision of the Regional Trial Court (Branch 98) and dismissed the complaint filed by herein petitioners against respondents for rescission or specific performance with damages. [2]

The facts of the case are as follows:

In the year 1985, respondent Jesus Tambunting, President of the Planters Development Bank (PDB), invited Roman Ozaeta together with petitioners Conrado M. Vicente and Carlos Sobreviñas, principal stockholders of Capitol City Development Bank (CCDB), to a meeting where Tambunting offered to purchase petitioners' shares of stock in CCDB at book value, with a view to merge CCDB with PDB.

Subsequently, in a Memorandum of Agreement (MOA) dated February 18, 1986, PDB thru respondent Tambunting, as first party, agreed to purchase the following shares of stock owned by petitioners and Ramon Ozaeta, as second party:

I. C.M. Vicente, Yolanda V. Goli and Leticia V. Wiley P 15,438 shares

II. Carlos Sobreviñas

6,632 shares

III. Ramon Ozaeta

2,369 shares

P

24,239 shares

The MOA contained the following terms and conditions:

1.

The sale shall be subject to the approval by the Central Bank of the Philippines of the FIRST PARTY's purchase of the shares of stock mentioned in this agreement;

2.

The purchase price of the shares of stock shall be at book value of said shares of stock at the date of purchase;

“3.

In addition to the shares of stock mentioned in the first “WHEREAS” clause, the SECOND PARTY undertakes to sell and deliver to the FIRST PARTY simultaneously, enough common shares to give the FIRST PARTY twenty five per cent (25%) of the authorized capital stock of CAPITOL CITY DEVELOPMENT BANK;

4.

Payment shall be in cash upon delivery to the FIRST PARTY of said common shares of stock representing twenty-five (25%) of the authorized capital stock of CAPITOL CITY DEVELOPMENT BANK;

5.

Sale is conditioned upon FIRST PARTY’s, thru its auditors, being able to examine the books of the CAPITOL CITY DEVELOPMENT BANK as facilitated by the SECOND PARTY;

6.

It is hereby understood and agreed that the FIRST PARTY is given the option to appoint its nominee, JESUS P. TAMBUNTING, to buy the abovementioned shares of stock from the SECOND PARTY.[3] (Emphasis supplied)

Upon execution of the MOA and upon demand of respondent Tambunting, petitioners delivered to respondent Tambunting 23,900 shares which were paid in two installments at the price of One Hundred Forty Pesos (P140.00) per share. On July 12, 1988, petitioner Vicente delivered the remaining 737 shares to respondent Tambunting for which the latter did not make any payment because petitioner Vicente refused to accede to the demand of Tambunting that petitioner Vicente first sign a receipt stating that all the shares that had already been delivered were priced at One Hundred Forty Pesos (P140.00) per share and not at book value.

In September 1988, petitioners verbally requested respondent Tambunting to adjust the price of the shares of stock at book value pursuant to the MOA. Respondent Tambunting refused but nevertheless asked Mr. Ronald Polido, who was then the President of CCDB, to have the book value computed. A computation made by the chief accountant of CCDB placed the book value of the shares of stock of CCDB at One Hundred Ninety-Three Pesos and Nine Centavos (P193.09) per share as of February 18, 1986,[4] the date of execution of the MOA.

In the meantime, a Writ of Injunction was issued by the Securities and Exchange Commission based on a complaint filed by the Tanchi group representing the minority interest in CCDB. Respondent Tambunting failed to effect the proposed merger of CCDB and PDB. Petitioners later came to know that respondent Tambunting had sold the CCDB shares to a third person, Manuel Villar, at Four Hundred Pesos (P400.00) per share.

Respondents’ refusal to pay the differential sum of One Million Forty Thousand and Eighty Pesos (P1,040,080.00) corresponding to the balance of the total purchase price of 23,900 shares and the 737 shares valued at the book value of One Hundred Ninety-Three Pesos and Nine Centavos (P193.09) per share prompted the petitioners to file a complaint[5] against respondents before the Regional Trial Court (RTC) of Quezon City (Branch 98) for rescission of the contract of sale or for recovery of the balance of the purchase price with damages in view of the subsequent sale of the CCDB shares of stock by respondents to a third person.

Respondents argued that the price of One Hundred Forty Pesos (P140.00) per share of stock was not a provisional

sum but was the price per share of stock which was actually agreed upon by the parties prior to the execution of the MOA.

On August 17, 1992, the trial court rendered a decision ruling that respondents are bound by law to comply with their obligation under the MOA which provided that the purchase price of the shares of stock shall be at book value of said shares at the date of purchase. The dispositive portion of the decision reads as follows:

“WHEREFORE, premises above-considered, judgment is hereby rendered in favor of plaintiffs and against the defendants, Planters Development Bank and Jesus Tambunting, ordering the latter, jointly and severally:

- to pay Conrado M. Vicente, Carlos Sobreviñas, Yolanda V. Goli and Leticia Vicente Wiley the sums of P674,693.85, P341,740.33, P135,273.32 and P99,703.02, respectively with interest at the rate of six (6%) per cent per annum counted from November 5, 1990 until fully paid;
- to pay plaintiffs P150,000.00 as compensatory damages and P100,000.00 as moral damages;
- to pay plaintiffs P75,000.00 as and for attorney’s fees; and
- to pay the costs of the suit.

The counterclaim is hereby dismissed for lack of merit.

SO ORDERED.”[6]

On appeal, the Court of Appeals reversed the ruling of the trial court, thus:

“WHEREFORE, the judgment appealed from is hereby REVERSED and SET ASIDE and another one entered dismissing the complaint and ordering plaintiffs-appellees to pay, jointly and severally, the amount of P50,000.00 as attorney’s fees to defendants-appellants, as well as the amount of P100,000.00 as moral damages to defendant-appellant Jesus Tambunting.

The motion for execution pending appeal is DENIED for lack of merit.

SO ORDERED.”[7]

applying Article 1371 of the Civil Code which provides:

“Art. 1371. In order to judge the intention of the contracting parties, their contemporaneous and subsequent acts shall be principally considered.”

and noting that prior to the execution of the MOA, petitioner Sobreviñas sold CCDB shares of stock to respondents at One Hundred Forty Pesos (P140.00) per share as a friendly gesture to assist respondents in the merger of the two banks; and that again, on July 13, 1988, petitioner Sobreviñas sold to respondents 3,214 shares of stock at One Hundred Forty Pesos (P140.00) per share.

The appellate court faulted petitioners for not asking for a price adjustment immediately after October 28, 1987 when all the shares of CCDB duly registered in the names of Tambunting’s nominees had already been delivered.[8] The appellate court also found it strange that petitioners who are lawyers and were then officers of the CCDB did not take steps to ask their accountants to compute the book value of the shares of stock at the time of the execution of the MOA in 1986 considering that the monthly book value of CCDB shares of stock was at the disposal of the CCDB management and the preparation would have taken only twenty minutes, as testified to by the chief accountant of the CCDB.[9]

Hence, herein petition with the following Assignment of Errors:

I

THE COURT OF APPEALS DECIDED A QUESTION OF SUBSTANCE IN A WAY NOT IN ACCORD WITH THE LAW WHEN IT DISREGARDED THE CLEAR TERMS OF THE MEMORANDUM OF AGREEMENT DATED 18 FEBRUARY 1986 BETWEEN PETITIONERS AND RESPONDENTS THAT THE PURCHASE PRICE FOR THE SALE OF THE CDB SHARES SHALL BE AT BOOK VALUE AT THE DATE OF THE PURCHASE.

- THE COURT OF APPEALS DISREGARDED THE EVIDENCE ON RECORDS SHOWING THAT THE PRICE OF P140 WAS MERELY PROVISIONAL AND SUBJECT TO ADJUSTMENT UPON THE TRANSFER OF ALL THE CDB SHARES OF STOCKS IN THE NAME OF THE NOMINEE OF THE RESPONDENTS AND NOT THE AGREED BOOK VALUE OF THE SHARES.

- THE COURT OF APPEALS ERRED IN FINDING THAT THE VARIOUS DEEDS OF SALE EXECUTED BY PETITIONER SOBREVINAS SUPPORT THE RESPONDENTS' POSITION THAT THE PURCHASE PRICE FOR THE CDB SHARES WAS FIXED AT P140.00.

- CONTRARY TO THE FINDINGS OF THE COURT OF APPEALS, PETITIONERS DID NOT INCUR DELAY IN DEMANDING THE PAYMENT OF THE BOOK VALUE OF THE CDB SHARES IN ACCORDANCE WITH THE TERMS OF THE MEMORANDUM OF AGREEMENT

- PETITIONERS' PAYMENT OF THE CAPITAL GAINS STOCK AT P140.00 PER CDB SHARE IS NOT AN INDICATION THAT THE MEMORANDUM OF AGREEMENT FIXING THE PRICE OF THE CDB SHARES AT BOOK VALUE AS OF THE DATE OF THEREOF HAD BEEN MODIFIED OR SUPERSEDED.

- THE COURT OF APPEALS ERRED IN NOT HOLDING THAT THE COMPUTATION OF THE BOOK VALUE OF THE CDB SHARES SOLD TO RESPONDENTS AT P193.09 PER SHARE WAS BINDING ON RESPONDENTS.

- THE COURT OF APPEALS ERRED IN REVERSING THE FINDINGS OF THE TRIAL COURT, WHICH ARE SUPPORTED BY EVIDENCE ON RECORD, THAT RESPONDENTS ARE LIABLE FOR ACTUAL DAMAGES IN THE AMOUNT OF P674,693.85 TO PETITIONER VICENTE, P341,740.33 TO PETITIONER SOBREVINAS, P135,273.32 TO PETITIONER GOLI AND P99,703.03 TO PETITIONER WILEY.

II

THE COURT OF APPEALS DECIDED A QUESTION OF SUBSTANCE NOT IN ACCORD WITH LAW WHEN IT FAILED TO HOLD RESPONDENTS LIABLE FOR COMPENSATORY, MORAL AND EXEMPLARY DAMAGES AS WELL AS ATTORNEY'S FEES WHEN THE EVIDENCE ON RECORDS ESTABLISHED THAT IN FAILING AND REFUSING TO COMPLY WITH THEIR OBLIGATIONS UNDER THE MEMORANDUM OF AGREEMENT DATED 18 FEBRUARY 1986, RESPONDENTS ACTED IN BAD FAITH AND IN WANTON DISREGARD OF PETITIONERS' LEGAL AND CONTRACTUAL RIGHTS.

III

THE COURT OF APPEALS ERRED IN HOLDING PETITIONERS LIABLE TO RESPONDENTS FOR ATTORNEY'S FEES AND TO RESPONDENT TAMBUNTING FOR MORAL DAMAGES THERE BEING NO EVIDENCE ON RECORD THAT PETITIONERS ACTED IN BAD FAITH IN FILING THEIR COMPLAINT.[10]

It must be stated at the outset that in petitions for review on certiorari, only questions of law may be raised by the parties and passed upon by this Court. Factual findings of the Court of Appeals are, as a general rule, binding and conclusive on the parties and upon this Court and will not be reviewed or disturbed on appeal. The rule, however,

is not absolute. It is subject to certain exceptions, such as: (a) when the findings of fact of the appellate court are at variance with those of the trial court; (b) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties which, if properly considered, would justify a different conclusion; and (c) when the judgment itself is based on a misapprehension of facts.[11] Evidently, herein petition falls under exception (a); and, exception (c) which will be discussed forthwith.

The primordial issue raised before us involves the interpretation of the provisions of the MOA on the purchase price of the CCDB shares of stock, to wit:

“2.

The purchase price of the shares of stock shall be at book value of said shares of stock at the date of purchase.

x x x

“5.

Sale is conditioned upon FIRST PARTY’s thru its auditors, being able to examine the books of the CAPITOL CITY DEVELOPMENT BANK as facilitated by the SECOND PARTY”

Respondents do not dispute that the book value of the CCDB shares of stock is One Hundred Ninety-Three Pesos and Nine Centavos (P193.09) as of February 18, 1986, the date of the execution of the MOA. Respondents, however, insist that they reached an agreement with petitioners even prior to the execution of the MOA that the book value of the shares be pegged at One Hundred Forty Pesos (P140.00) per share.

It is a cardinal rule of construction that the clear terms of a contract should never be the subject matter of interpretation. Their true meaning must be enforced as it is to be presumed that the contracting parties know their scope and effects. Technical words are to be interpreted as usually understood by persons in the profession or business to which they relate.[12]

The terms of the contract in the case at bar are clear and unequivocal. The selling price is at book value of the shares of stock as of the date of purchase. Respondent Tambunting, being a businessman and banker of known repute, is presumably aware of the technical meaning of the term book value. Notably, the contract specifically provides that the sale is subject to the condition that respondents are able to examine the books of CCDB. If the price of the shares of stock was already fixed by the parties at One Hundred Forty Pesos (P140.00) prior to the execution of the MOA, they would have so indicated in the contract and there would have been no need to include the provision that the sale is subject to the ability of respondents to examine the books of CCDB. It is interesting to note that respondent Tambunting by his own admission, was careful enough to include in the MOA that PDB is given the option to appoint him as its nominee to buy the shares of stock from petitioners because PDB cannot just acquire investments in other banks due to certain restrictions.[13] Since respondent was prudent enough to include provisions intended to protect the interests of PDB in the MOA, it is but natural to assume that he was just as careful to examine the choice of words used in the other provisions of the contract. It is basic that where the contract evidences care in its preparation, it will be presumed that its words were employed deliberately and with intention.[14]

The fact that petitioner Sobreviñas sold some shares of stock of CCDB to respondents at One Hundred Forty Pesos (P140.00) per share prior to the execution of the MOA does not support the claim of respondents that the book value of said shares was pegged at One Hundred Forty Pesos (P140.00) as of the date of execution of the MOA. Prior sales of the shares of stock between petitioner Sobreviñas and respondents are separate and distinct transactions from the MOA entered into between petitioners and respondents on February 18, 1986. Moreover, the prior sales between Sobreviñas and Tambunting took place in October and December 1985 or between 2 to 5

months before the execution of the MOA. Given the volatile nature of stock markets, the parties would not expect the book value of the shares of stock to remain at a fixed rate of One Hundred Forty Pesos (P140.00) per share. Otherwise, the said amount of One Hundred Forty Pesos (P140.00) per share would have been explicitly stated in said MOA.

Respondents maintain that even after the execution of the MOA or on July 13, 1988, petitioner Sobreviñas sold 3,214 CCDB shares to respondent Tambunting at One Hundred Forty Pesos (P140.00) per share as evidenced by the letter of petitioner Sobreviñas to a certain Mrs. Flojo of PDB which reads:

“I am leaving for the States this p.m. but for clarification purposes, please find out in your Accounting Dept. the following data:

The actual number of shares sold to Mr. Tambunting is 3,223 and at P140.00 per share he must have paid me P451,220.00 which is covered by a Deed of Sale actually executed.

The batch is 3,214 shares represented by 11 Stock certificates which appears to have been sold to Capital Shares Investment Corporation. I don’t remember having signed a deed of sale covering these 3,214 shares. At any rate, please find out whether a check or checks have been issued to me in payment of these shares. If the price is P140.00 a share, a check or checks for P449,960.00 should be issued to me. I think I have not received this payment based on my records. I may be wrong or must have forgotten it. That is why please find out in your accounting dept.”[15]

The foregoing letter does not prove that the parties intended to set the purchase price of the CCDB shares under the MOA at One Hundred Forty Pesos (P140.00) per share. The letter only shows that if the 3,214 shares were priced at One Hundred Forty Pesos (P140.00) per share, then petitioner Sobreviñas should have a check in the sum of Four Hundred Ninety-Nine Thousand Nine Hundred Sixty Pesos (P499,960.00) forthcoming. Even the two (2) receipts for the 23,900 CCDB shares which were paid in two (2) installments merely stated that checks in the total sums of One Million Three Hundred Eighty-Four Thousand Three Hundred Ninety Pesos (P1,384,390.00) and One Million Three Hundred Fifty-Eight Thousand Three Hundred Ninety Pesos (P1,358,390.00) were received by petitioners from respondent.[16] There was no indication whatsoever that the sums received by petitioners were in full payment of the shares delivered.

The appellate court disregarded the claim of petitioners that adjustment of the provisional price is meant to be made upon the transfer of all the subject shares of stock to respondent Tambunting or his nominees because petitioners did not bother to ask for a price adjustment immediately after October 28, 1987, the date when all the shares of stock of CCDB had been duly registered in the name of Tambunting’s nominee.[17]

However, as borne out by the records, the transfer of all the shares of stock was never completed because upon delivery of the remaining shares of stock by the late petitioner Vicente in July 1988, respondent Tambunting refused to pay even the provisional sum of One Hundred Forty Pesos (P140.00) per share unless a receipt was issued stating that all the shares that petitioners have delivered to respondent have been priced at One Hundred Forty Pesos (P140.00) and not at book value.

The appellate court opined that the petitioners viewed the merger of CCDB and PDB as an opportunity for them to join a bigger bank that would enhance their investments considering that they still retained a considerable number of shares of stock in CCDB. Citing *Tidewater Oil Co. vs. Dionisio*,[18] the appellate court stressed that the fact that the bargain was a hard one or that the results thereof were not as they were expected to be is not a sufficient ground for cancellation of the contract entered into when each of the parties was in a position to form an independent judgment. Obviously, the appellate court agreed with the picture painted by respondents that “petitioners’ claim for additional payment of the purchase was a mere afterthought, occurring to them only after it

was clear that there would be no merger between PDB and CCDB because of the SEC injunction; prompted by greed after they learned that the CCDB shares were sold for P400.00 per share.”

We do not agree with the appellate court. In the first place, it was respondent Tambunting who approached petitioners and offered to buy their CCDB shares of stock. By his own admission, it was also he who suggested the possibility of having the two banks merge. Secondly, though respondent Tambunting denied having prepared the MOA which was signed by the parties in his office, evidence shows that he had amply studied the terms of the contract since he was prudent enough to add provisions in the MOA which were intended to protect his interests as well as those of PDB’s.

In demanding for the differential sum of One Million Forty Thousand and Eighty Pesos (P1,040,080.00) corresponding to the balance of the total purchase price of 23,900.00 shares and the remaining 737 shares valued at the book value of One Hundred Ninety-Three Pesos and Nine Centavos (P193.09) per share, petitioners were only enforcing the provisions of the MOA entered into by the parties.

Thus, we find that the appellate court committed a grave error in dismissing the complaint of petitioners. However, the decision of the trial court must be modified insofar as the amount of damages is concerned.

According to petitioners, they agreed to the merger of CCDB and PDB because they wanted to prevent the Tanchi group which represented the minority interest in CCDB, from acquiring control of the bank; but when respondent Tambunting saw no merger of the two banks to be forthcoming, he sold the shares which he bought from petitioners to a third person who was affiliated with the Tanchi group. Petitioners maintain that had they known that respondent Tambunting would eventually sell the shares of stock to a third person with whom the Tanchi group is affiliated, in all probability, they would have never agreed to sell their shares of stock to respondents.

The petitioners failed to establish their allegation that the third person to whom the shares have been sold is affiliated with the Tanchi group. Moreover, the claim that petitioners would not, in all probability, have sold their shares had they known that said shares were to be sold to third persons is based only on surmises and speculations. Thus, for lack of factual and legal justification, the trial court erroneously awarded One Hundred Fifty Thousand Pesos (P150,000.00) as and for compensatory damages.

But, petitioners are entitled to moral damages for respondents’ wanton disregard of their contractual obligations.[19]

Petitioners are likewise entitled to attorney’s fees inasmuch as respondents’ refusal to abide by the terms of their agreement had compelled petitioners to litigate to protect their interests. Considering that the case had dragged on for several years now, we deem the sum of Seventy Five Thousand Pesos (P75,000.00) as attorney’s fees to be equitable.

As to the imposition of the proper interest on the amounts due, the lower courts should have complied with the following rules of thumb formulated by the Court in *Eastern Shipping Lines, Inc. vs. Court of Appeals*, to wit:

“I. When an obligation, regardless of its source, i.e., law, contracts, quasi-contracts, delicts or quasi-delicts is breached, the contravenor can be held liable for damages. The provisions under Title XVIII on ‘Damages’ of the Civil Code govern in determining the measure of recoverable damages.

“II. With regard particularly to an award of interest in the concept of actual and compensatory damages, the rate of interest, as well as the accrual thereof, is imposed, as follows:

- When the obligation is breached, and it consists in the payment of a sum of money, i.e., a loan or forbearance of money, the interest due should be that which may have been stipulated in writing. Furthermore, the interest due shall itself earn legal interest from the time it is judicially demanded. In the absence of stipulation, the rate

of interest shall be 12% per annum to be computed from default, i.e., from judicial or extrajudicial demand under and subject to the provisions of Article 1169 of the Civil Code.

- When an obligation, not constituting a loan or forbearance of money, is breached, an interest on the amount of damages awarded may be imposed at the discretion of the court at the rate of 6% per annum. No interest, however, shall be adjudged on unliquidated claims or damages except when or until the demand can be established with reasonable certainty. Accordingly, where the demand is established with reasonable certainty, the interest shall begin to run from the time the claim is made judicially or extrajudicially (Art. 1169, Civil Code) but when such certainty cannot be so reasonably established at the time the demand is made, the interest shall begin to run only from the date the judgment of the court is made (at which time the quantification of damages may be deemed to have been reasonably ascertained). The actual base for the computation of legal interest shall, in any case, be on the amount finally adjudged.

- When the judgment of the court awarding a sum of money becomes final and executory, the rate of legal interest, whether the case falls under paragraph 1 or paragraph 2, above, shall be 12% per annum from such finality until its satisfaction, this interim period being deemed to be by then an equivalent to a forbearance of credit.”[20]

There is no interest stipulated in the MOA. In addition to the 12% interest per annum to be computed from the date of judicial demand, that is, November 5, 1990[21] as correctly imposed by the trial court, the hereinabove quoted paragraph 3 of the rules, should be applied; in which case, a 12% interest per annum from the date of finality of herein decision until fully paid should also be imposed against respondents.

WHEREFORE the decision of the appellate court in CA GR CV No. 39972 is REVERSED and SET ASIDE. The complaint in Civil Case No. Q-90-6451 is REINSTATED and the decision dated August 17, 1992[22] rendered by the Regional Trial Court (Branch 98) of Quezon City is AFFIRMED with MODIFICATIONS to the effect that the award of compensatory damages is deleted and an additional 12% interest per annum is imposed on the amounts due upon finality of herein decision until full payment thereof.

No pronouncement as to costs.

SO ORDERED.

Bellosillo, (Chairman), Mendoza, Quisumbing and Callejo, Sr., JJ., concur.

[1] In CA-G.R. CV No. 39972, entitled, “Conrado M. Vicente, Carlos Sobreviñas, Yolanda V. Goli, married to Edgardo Goli, and Leticia Vicente Wiley, married to James Wiley, plaintiffs-appellees vs. Planters Development Bank and Jesus Tambunting, defendants-appellants”.

[2] Docketed as Civil Case No. Q-90-6451, entitled, “Conrado M. Vicente, Carlos Sobreviñas, Yolanda V. Goli, married to Edgardo Goli and Leticia Vicente Wiley, married to James Wiley, plaintiffs vs. Planters Development Bank and Jesus Tambunting, defendants”.

[3] Exhibit “A”, Folder of Exhibits, pp. 1-2.

[4] Exhibit “B”, Folder of Exhibits, p. 4.

[5] See Note 2.

[6] Original Records, pp.272-274.

[7] Rollo, p. 75.

[8] Exhibit “E”, Folder of Exhibits, p. 7.

[9] TSN, October 14, 1991, p. 5.

[10] Rollo, pp. 31-32; After the petition for review on certiorari was filed before this Court, petitioner Vicente died, survived by his heirs, herein petitioners Goli and Wiley. The Court granted the motion for substitution filed by said surviving heirs.

[11] Alba vda. de Paz vs. Court of Appeals, 314 SCRA 36, 49-51 [1999]; Development Bank of the Philippines vs. Court of Appeals, 302 SCRA 362, 375-376 [1999].

[12] 17A Am Jur. 2d, Contracts § 363 at 385.

[13] TSN, December 16, 1991, pp. 37-39.

[14] City of Manila vs. Rizal Park Co., 53 Phil 515, 525 [1929].

[15] Exhibit “7”, Folder of Exhibits, p. 35.

[16] Exhibits “12-B” and “14-E”, Folder of Exhibits, pp. 91 and 102.

[17] CA Decision, p. 9; SC Rollo, p. 71.

[18] 25 SCRA 867, 875 (1968).

[19] Integrated Packaging Corporation vs. Court of Appeals, 333 SCRA 170, 179-180 (2000).

[20] 234 SCRA 78, 95-97 [1994]. See also Tropical Homes, Inc. vs. Court of Appeals, 272 SCRA 428, 441-442 [1997]; Philippine National Bank vs. Court of Appeals, 263 SCRA 766, 770-772 [1996]; Food Terminal, Inc. vs. Court of Appeals, 262 SCRA 339, 343-344 [1996].

[21] RTC records, p. 15.

[22] See page 5.

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