ANATALIA B. RAMOS, PETITIONER, VS. SPOUSES DOMINGO A. DIZON AND EDNA MEDINA DIZON, RESPONDENTS.

G.R. NO. 137247. August 07, 2006

Ponente: CHICO-NAZARIO, J.

Read online (full-text search, related cases, audio case brief): https://batas.org/library/g-r-no-137247/

CHICO-NAZARIO, J.:

Before Us is a Petition for Review on Certiorari of the Decision dated 16 October 1998[1] and the Resolution dated 13 January 1999,[2] both promulgated by the Court of Appeals in CA-G.R. CV No. 48544, affirming the Decision dated 24 January 1995[3] of the trial court in Civil Case No. 93-66439, a petition for registration of consolidation of ownership over real property filed by herein petitioner.

In the Petition filed before the Regional Trial Court (RTC), Manila, Branch 45, and docketed as Civil Case No. 93-66439, petitioner alleged that respondents are the owners of an undivided one-half portion of a parcel of land with an area of about 89.35 square meters located in Limay Street, Manuguit Subdivision, Tondo, Manila, as evidenced by Transfer Certificate of Title (TCT) No. 172510 of the Registry of Deeds of Manila; that on 1 February 1988, respondent Domingo executed a Special Power of Attorney (SPA) authorizing Elpidio Domingo to sell one-half portion of said parcel of land; that Elpidio, acting pursuant to the provisions of the SPA sold, with a right to repurchase within five months, one-half of the land covered by TCT No. 172510 to petitioner; and that respondent Domingo failed to redeem or repurchase the disputed land within the five-month period provided for under the Deed of Sale Under Pacto de Retro, thus, ownership over the subject land was consolidated in petitioner.

Respondent Domingo filed an Answer/Opposition[4] to the Petition alleging that the SPA was executed for the purpose of enabling Elpidio to secure a loan of P150,000.00 by using Domingo's share in the land covered by TCT No. 172510 as security. The proceeds of the loan was supposed to be used for the construction of a duplex residential house to be supervised by Elpidio. However, Elpidio obtained a loan of P350,000.00 and used a substantial portion thereof for his personal advantage and benefit. As Elpidio had exceeded his authority, Domingo claimed that he revoked the SPA through several letters and by a formal notice of revocation sent by his counsel. As for the pacto de retro sale, Domingo maintains that the same was simulated as Elpidio had already obtained a loan totaling P350,000.00 from petitioner as evidenced by a Real Estate Mortgage executed by the two of them. In any case, he claims that the pacto de retro sale should be treated as an equitable mortgage which cannot be enforced through a petition for consolidation of ownership.

Elpidio likewise filed his Answer[5] to the Petition but this was ordered stricken off the record by the trial court judge[6] as it appeared that only respondent Domingo was the defendant and oppositor in the case before the court a quo.

The Pre-Trial Order enumerated the parties' respective exhibits, to wit:

PLAINTIFF'S EXHIBITS:

- Exh. "A" - Transfer Certificate of Title No. 172510 of the Registry of Deeds of Manila – admitted;

- " "B" - Special Power of Attorney – admitted with the qualification that it was revoked later on;

- " "C" - Deed of Sale under Pacto de Retro – not admitted;

DEFENDANT'S EXHIBITS:

- Exh. "1" - Promissory Note dated April 17, 1988, for the amount of P 150,000.00 executed by Elpidio Dizon in favor of Anatalia Ramos – admitted the contents subject to the presentation of the original document;

- " "2" - Promissory Note for P 150,000.00 dated April 17, 1988 executed by Elpidio Dizon, mortgagor – admitted.

- " "3" - Deed of Real Estate Mortgage executed by Elpidio R. Dizon, in favor of Anatalia Ramos, Mortgagee, over the property covered by TCT No. 172510 – admitted;

- " "4" - Deed of Sale under Pacto de Retro, which was previously marked as Exh. "C" for the petitioner – admitted;

- " "4-A" - Second page of Exh. "4"

- " "4-a-1" - Typewritten name of Domingo A. Dizon;

- " "5" - Special Power of Attorney;

- " "5-A" - Second page thereof;

- " "6" - Letter of Revocation of the Special Power of Attorney (Reserved Exhibit);

- " "7" - Transcript of Stenographic Notes in Civil Case No. 90-51838 (Reserved).[7]

During the trial of the case, petitioner herself took the witness stand and testified[8] that on 10 August 1988, Elpidio sold to her, with a right to repurchase, one-half of a parcel of land located in Limay, Tondo, Manila, which was owned by respondent Domingo. According to her, Elpidio was then authorized by a SPA executed by respondent Domingo to enter into said transaction with her. It was agreed upon that the owner (referring to respondent Domingo) had five months within which he could buy back the property from her. Respondent Domingo, however, failed to exercise his right forcing her to institute the Petition for consolidation of ownership before the court a quo.

Petitioner presented Elpidio as her second witness and he essentially reiterated what petitioner had stated in her testimony. After the conclusion of Elpidio's testimony, petitioner offered into evidence Exhibits "A," "B," and "C,"[9] all of which were admitted by the trial court. With this, petitioner rested her case.

In the same hearing, Elpidio was subjected to cross-examination during which he declared that he owns the two-door residential apartment built on respondent Domingo's share in the land covered by TCT No. 172510. The apartment building, however, encroaches upon the other half portion of the said land which is owned by Elpidio's brother, Ricardo Dizon. Sometime in March 1988, he offered to sell to respondent Domingo, for P550,000.00, the partially built two-door structure, as well as Ricardo's portion of the land on which a part of said building stood. Respondent Domingo agreed to Elpidio's proposal such that he remitted to the latter the amount of P207,000.00. Later, he tried to collect from respondent Domingo the remainder of the purchase amount. Respondent Domingo then suggested that Elpidio secure a loan from the Government Service Insurance System (GSIS) in order to complete the construction of the two-door apartment. Adopting respondent Domingo's suggestion, Elpidio secured a loan from petitioner in the initial amount of P150,000.00 evidenced by a promissory note dated 17 April

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

1988 and marked as Exhibit "1" for respondent Domingo. In order to secure this loan, petitioner and Elpidio agreed to execute a real estate mortgage over the land embraced by TCT No. 172510. The real estate mortgage was marked as Exhibit "3." Subsequently, the amount of the loan extended by petitioner was increased to P350,000.00 as shown by Exhibit "3-A' – a document entitled "Increase in the Loan Value of Real Estate Mortgage dated April 24, 1988." Elpidio likewise admitted before the court that the amount of P350,000.00 appearing in the pacto de retro sale dated 10 August 1988 was the same sum of money he earlier received from petitioner for which the promissory note and Real Estate Mortgage with its subsequent increase in loan value were executed.

It was also revealed during Elpidio's cross-examination that respondent Domingo had previously filed a case for specific performance and/or rescission against him, docketed as Civil Case No. 90-51838 and assigned to RTC Manila, Branch XLI.

The subject matter of said action was the purported contract of sale between respondent Domingo and Elpidio involving the same apartment building and a portion of Ricardo's land. The trial court decided in favor of respondent Domingo and disposed of the case in the following manner:

> PREMISES CONSIDERED, judgment is hereby rendered -
>
> 1) declaring the contract of sale entered into by and between plaintiff [respondent Domingo] and defendant [Elpidio] over that undivided portion of Lot 27-B-3 in the name of Ricardo Dizon and the building constructed thereon rescinded:
>
> 2) ordering defendant to pay plaintiff as follows –
>
> a) the sum of P207,000.00 with interest thereon at the legal rate from January 29, 1990 until the same is fully paid;
>
> b) the sum of P350,000.00 with interest thereon at the rate of 3% a month from January 29, 1990 until the same is fully paid; and
>
> c) the sum of P50,000.00 as and by way of attorney's fees and expenses of litigation.
>
> The reliefs prayed for by the Intervenor is hereby denied.
>
> Costs against the defendant.[10]

Parenthetically, the trial court in Civil Case No. 90-51838 made the following pronouncement with respect to the transaction between petitioner and Elpidio:

> Plaintiff's evidence, however, which is not controverted by the defendant shows that he has paid defendant the total sum of P207,000.00 in cash. In addition, defendant as attorney-in-fact of plaintiff mortgaged plaintiff's property to Anatalia Ramos for the total sum of P350,000.00 which defendant received and appropriated for his own personal benefit. To secure payment of the same, he sold plaintiff's property to Anatalia Ramos on a pacto de retro arrangement for the aforesaid sum. While the deed evidencing the sale was denominated as a Deed of Sale under Pacto de Retro, in view of the testimony given by the defendant, the court is inclined to believe that the transaction was actually in the nature of an equitable mortgage. Defendant testified that the consideration of the sale is a loan. Interest payment thereon has been agreed upon as 3% per month. The property remained in the possession of defendant as attorney-in-fact of plaintiff.[11]

The decision in Civil Case No. 90-51838 was pending appeal at the time Elpidio took the witness stand.[12]

On 19 December 1994, respondent Domingo's counsel manifested before the trial court in Civil Case No. 93-66439 that he was no longer presenting testimonial evidence; instead, he requested that the following

documents be marked in evidence:

> Exhibits "6" - Decision dated March 20, 1992
> "6-A" - Dispositive portion thereto
> "7" - TCT No. 172510 – entry thereon
> "7-A" - Registered owners[13]

Also, respondent Domingo's counsel was given ten days to submit his formal offer of evidence in writing and petitioner was given the same period of time to file her comment or opposition thereto after which the case would be submitted for resolution.[14]

The trial court, however, prior to the submission of respondent Domingo's formal offer of evidence, rendered a Decision dated 24 January 1995 holding that the contract between petitioner and Elpidio was actually one of equitable mortgage and not a pacto de retro sale. According to the trial court –

> As regards the first issue raised, Art. 1602, New Civil Code hereinbelow quoted finds significant application.
>
> "Art. [1602]. The contract shall be presumed to be an equitable mortgage, in any of the following case[s]:
>
> (1) When the price of a sale with right to repurchase is unusually inadequate;
>
> (2) When the vendor remains in possession as lessee or otherwise;
>
> x x x x
>
> (6) In any other case where it may be fairly inferred that the real intention of the parties is that the transaction shall secure the payment of a debt or the performance of any other obligation."
>
> The testimony of petitioner's witness Elpidio R. Dizon readily disclosed that prior to the execution of the Deed of Sale under Pacto de Retro, he had already obtained from Anatalia Ramos the total amount of P350,000.00 evidenced by Promissory Notes and Real Estate Mortgage. It may be fairly inferred therefrom that the real intention of the parties is that the transaction leading to execution of the Deed of Sale under Pacto de Retro shall secure the payment of Elpidio Dizon's indebtedness covered by the Promissory Notes and Real Estate Mortgage executed by in favor of Anatalia Ramos. It is also clearly shown that the price of the sale with right to repurchase is unusually inadequate because the improvements erected on the lot belonging to Domingo Dizon was even offered to the latter for sale by Elpidio Dizon for P550,000.00. Moreover, the possession of the subject property has remained with the representative/agent of the owner Domingo Dizon even long after the right of redemption has expired. Under these circumstances, the court cannot but conclude that the deed in question is in reality a mortgage. With this conclusion, the court, therefore, holds the petition as being improper and is dismissed.[15]

It was only on 31 January 1995 when respondent Domingo filed his Formal Offer of Exhibits.[16]

Petitioner thereafter filed a Notice of Appeal[17] and elevated the case before the Court of Appeals which affirmed the Decision of the trial court in the Decision now assailed before us. The dispositive portion of the Court of Appeals' ruling provides:

> WHEREFORE, finding no reversible error in the judgment appealed from, the same is hereby AFFIRMED. With costs against the appellant.[18]

Petitioner's Motion for Reconsideration was likewise resolved in favor of herein respondents.[19] Hence, this Petition raising the following issues for our consideration:

> - AFFIRMING THE DECISION OF THE TRIAL COURT IN DISMISSING THE PETITION ALTHOUGH THE (SPOUSES) DIZON DID NOT PRESENT ANY EVIDENCE.

> - AFFIRMING THE TRIAL COURT WHEN IT TOOK COGNIZANCE OF THE SPOUSES DIZON'S EVIDENCE WHICH WAS NOT FORMALLY OFFERED.
>
> - APPLYING THE RELAXED RULE ENUNCIATED IN VDA. DE ONATE vs. COURT OF APPEALS CONSIDERING THAT THE QUESTIONED EXHIBITS WERE NOT PROPERLY IDENTIFIED AND WITHOUT ANY EXPLANATION OR RECITAL OF THE CONTENTS THEREOF NOR ANY OPPORTUNITY AFFORDED RAMOS TO CROSS-EXAMINE THE "WITNESS" IDENTIFYING THE SAME.
>
> - AFFIRMING THE DECISION OF THE TRIAL COURT WHEN IT TOOK COGNIZANCE OF THE SPOUSES DIZON'S EVIDENCE WITHOUT, HOWEVER, ALLOWING RAMOS TO FILE HER COMMENT/OPPOSITION THERETO.
>
> - AFFIRMING THE DECISION OF THE TRIAL COURT THAT ELPIDIO DIZON ADMITTED HAVING SPENT FOR HIS OWN PERSONAL ADVANTAGE AND BENEFIT THE AMOUNT OF P150,000.00.
>
> - COROLLARY THERETO, FAILING TO RULE ON THE ISSUE AS TO THE VALIDITY OF THE SPA IN FAVOR OF ELPIDIO DIZON.
>
> - HOLDING THAT EXHIBITS "3" AND "4" REVEAL THE REAL INTENT OF THE PARTIES WAS TO HAVE THE PROPERTY STAND AS SECURITY FOR THE DEBT, NOT OF THE OWNER DOMINGO DIZO, BUT HIS NEPHEW AND ATTORNEY-IN-FACT , ELPIDIO DIZON.
>
> - HOLDING THAT THE CONSIDERATION OF THE "SALE" TO RAMOS WAS UNUSUALLY INADEQUATE RESULTING IN THE CONCLUSION THAT THE TRANSACTION BETWEEN THE PARTIES WAS AN EQUITABLE MORTGAGE.[20]

The Petition mainly raises the questions of (1) whether the Court of Appeals erred in applying the rule enunciated in the case of Vda. De Oñate v. Court of Appeals[21] pertaining to the admission and consideration of evidence not formally offered, and (2) whether the Court of Appeals erred in sustaining the trial court's ruling that the contract between petitioner and Elpidio was actually one of equitable mortgage and not a pacto de retro sale.

Petitioner argues that it is axiomatic that the court shall not consider evidence which has not been formally offered.[22] In this regard, they argue that Exhibits "1" to "7," inclusive of sub-markings, should not have been considered by the trial court in its Decision considering that the same were not formally offered in evidence. To support this assertion, petitioner quotes from our following pronouncement in Interpacific Transit, Inc. v. Aviles[23]:

> It is instructive at this point to make a distinction between identification of documentary evidence and its formal offer as an exhibit. The first is done in the course of the trial and is accompanied by the marking of the evidence as an exhibit. The second is done only when the party rests its case and not before. The mere fact that a particular document is identified and marked as an exhibit does not mean it will be or has been offered as part of the evidence of the party. The party may decide to formally offer it if it believes this will advance its cause, and then again it may decide not to do so at all. In the latter event, the trial court is, under Rule 132, Section 35 (sic) not authorized to consider it.

Similarly, relied upon by petitioner was our holding in Chua v. Court of Appeals[24] where we declared that:

> The offer of evidence is necessary because it is the duty of the judge to rest his findings of facts and his judgment only and strictly upon the evidence offered by the parties at the trial. Such offer may be made orally or in writing sufficient to show that the party is ready and willing to submit the evidence to the court.

Petitioner also assails the Court of Appeals for its alleged improper application of rule enunciated in Vda. De Oñate, as the requirements laid out in said case, relative to the admission of evidence which was not formally

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

offered, were not observed in the present case. Petitioner insists she was deprived of due process as she no opportunity to file her objection to or comment on respondent Domingo's exhibits. Moreover, she was denied the occasion to cross examine the witness regarding their exhibits.

We are not convinced.

The applicable provision of the Rules of Court on this matter is Sec. 34, Rule 132. It reads:

> SEC. 34. Offer of evidence. – The court shall consider no evidence which has not been formally offered. The purpose for which the evidence is offered must be specified.

The case of Vda. De Oñate, which was relied upon by the Court of Appeals, reiterated our previous rulings in People v. Napat-a[25] and People v. Mate[26] relative to the admission and consideration of exhibits which were not formally offered during the trial. We declared in Vda. De Oñate[27] that –

> From the foregoing provision, it is clear that for evidence to be considered, the same must be formally offered. Corollarily, the mere fact that a particular document to identified and marked as an exhibit does not mean that is has already been offered as part of the evidence of a party. In Interpacific Transit, Inc. v. Aviles [186 SCRA 385], we had the occasion to make a distinction between identification of documentary evidence and its formal offer as an exhibit. We said that the first is done in the course of the trial and is accompanied by the marking of the evidence as an exhibit while the second is done only when the party rests its case and not before. A party, therefore, may opt to formally offer his evidence if he believes that it will advance his cause or not to do so at all. In the event he chooses to do the latter, the trial court is not authorized by the Rules to consider the same.
>
> However, in People v. Napat-a [179 SCRA 403] citing People v. Mate [103 SCRA 404], we relaxed the foregoing rule and allowed evidence not formally offered to be admitted and considered by the trial court provided the following requirements are present, viz: first, the same must have been duly identified by testimony duly recorded and, second, the same must have been incorporated in the records of the case. (Underscoring supplied.)

In this case, we find and so rule that these requirements have been satisfied. The exhibits in question were presented and marked during the pre-trial of the case thus, they have been incorporated into the records. Further, Elpidio himself explained the contents of these exhibits when he was interrogated by respondents' counsel as follows:

> Q:
>
> The initial amount you secured from Anatalia Ramos was in the amount of P150,000.00 covered by this Promissory Note executed by you, is it not?
>
> A:
>
> I cannot recall this Promissory Note but I was able to get a loan from her in the amount of P150,000.00.
>
> COURT:
>
> You examine the Promissory Note?
>
> x x x x
>
> ATTY. RUIZ:
>
> May we ask that original copy be shown to the witness, Your Honor.
>
> ATTY. DAVID

Study hands-free: podcast-style lessons with read-along highlighting - batas.org

Your Honor, this was the subject of the stipulation during the pre-trial conference.

x x x x

ATTY. DAVID:

Q:

Is it correct that even before August 10, 1988 you have already obtained from Anatalia Ramos the total amount of P350,000.00 covered by Promissory Notes and the Real Estate Mortgage, is it not?

WITNESS:

A:

Yes, sir.

x x x x

ATTY. DAVID:

Q:

Is it correct, therefore, Mr. Dizon, that the total amount of P350,000.00 that you received all in all from Anatalia Ramos as of May 4, 1988 as evidenced by this document Exhibit "3-A" is the same amount of P350,000.00 reflected in the Pacto de Retro Sale dated August 10, 1988?

WITNESS:

A:

Yes, sir.

Q:

Is it not also a fact, Mr. Dizon, that the property subject of this case, is likewise the subject of another case in Civil Case No. 90-51838 which is a complaint for Specific Performance and/or Rescission filed by Domingo Dizon against you?

x x x x

WITNESS:

A:

It's on appeal.

COURT:

Yes, there is a pending case but it's now on appeal?

WITNESS:

Yes, Your Honor. [28]

There has been no showing and respondent spouses do not claim that "palpable mistake" had intervened here, in respect of the formulation of the facts stipulated by the parties at the pre-trial conference. Absent any such showing, that stipulation of facts is incontrovertible, and may be relied upon by the courts. Respondent spouses are estopped from raising as an issue in this case the existence and admissibility in evidence of both the first and

second Memoranda of Agreement which, having been marked as exhibits during pre-trial, properly form part of the record of this case, event though not formally offered in evidence after trial. (Emphasis supplied.)
Therefore, notwithstanding the fact that respondents' exhibits were not formally offered prior to the rendition of the Decision in Civil Case No. 93-66439 by the court a quo, the trial court judge committed no error when he admitted and considered them in the resolution of the case. After all, the pre-trial forms part of the proceedings and matters dealt with therein may not be brushed aside in the process of decision making. Otherwise, the real essence of compulsory pre-trial would be inconsequential and worthless.[30]

Anent the second issue, petitioner maintains that the SPA authorized Elpidio to sell or negotiate the sale of the property in dispute. Although said authority was later on revoked, it was nevertheless subsisting when she and Elpidio agreed on the pacto de retro sale or long after the amount of P350,000.00 was received and consumed for the construction of the two-door apartment. Petitioner further assails the Court of Appeals' conclusion that the selling price of the disputed property was unusually inadequate as this finding is not supported by any proof.

We reject petitioner's submission.

Under Article 1602 of the Civil Code, the contract of sale will be presumed to be an equitable mortgage in any of the following cases:

> (1) When the price of a sale with right to repurchase is unusually inadequate;
>
> (2) When the vendor remains in possession as lessee or otherwise;
>
> (3) When upon or after the expiration of the right to repurchase another instrument extending the period of redemption or granting a new period is executed;
>
> (4) When the purchaser retains for himself a part of the purchase price;
>
> (5) When the vendor binds himself to pay the taxes on the things sold;
>
> (6) In any other case where it may be fairly inferred that the real intention of the parties is that the transaction shall secure the payment of a debt or the performance of any other obligation.

In the case at bar, it was disclosed by Elpidio that up to the time when he took the witness stand on 20 September 1994, he still maintained possession of the two-door apartment and that he was still collecting rent from the tenant occupying one of the units. This despite the lapse of a considerable length of time from 7 January 1989 – the date when the five-month repurchase period stipulated in the pacto de retro sale was supposed to have lapsed. Had the agreement between petitioner and Elpidio been a pacto de retro sale, we fail to see any logic in her allowing Elpidio's continued possession of the structure and collection of the rent payments therefrom over such a long period of time. As the essence of a pacto de retro sale is that title and ownership of the property sold are immediately bestowed upon the vendee a retro, subject to the resolutory condition of repurchase by the vendor a retro within the agreed period,[31] petitioner should have immediately enforced her right to the rental payments. Failure on her part to do so casts doubt as to the true nature of the transaction she entered into with Elpidio.

Moreover, it does not escape our attention that according to Elpidio, the amount of P350,000.00 stated in the Deed of Sale Under Pacto de Retro is the same amount as that covered by the Real Estate Mortgage and the two promissory notes signed by him. There was therefore no separate consideration received by him from the execution of the pacto de retro sale apart from the proceeds of the earlier loans he obtained from petitioner. This undoubtedly gives credence to respondents' position that the pacto de retro sale was but a security for the loans extended by petitioner.

WHEREFORE, premises considered, the present Petition is DENIED and the Court of Appeals' Decision dated 16

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

October 1998 and Resolution dated 13 January 1999 in CA-G.R. CV No. 48544, affirming the 24 January 1995 Decision of the Manila Regional Trial Court, Branch 45 in Civil Case No. 93-66439 are AFFIRMED. Costs against petitioner.

SO ORDERED.

Panganiban, C.J., (Chairperson), Ynares-Santiago, Austria-Martinez and Callejo, Sr., JJ., concur.

---

[1] Penned by Associate Justice Portia Aliño-Hormachuelos with Associate Justices Buenaventura J. Guerrero and Presbitero J, Velasco, Jr. (now a member of this Court), concurring; rollo, pp. 27-36.

[2] Rollo, pp. 46-47.

[3] Penned by Judge Benito C. Se, Jr.; Id. at 23-25.

[4] Id. at 40-43.

[5] Id. at 11-12.

[6] Records, p. 97.

[7] Id. at 100.

[8] TSN, 18 July 1994, pp. 3-12.

[9] Id. at 19.

[10] Penned by Judge Domingo D. Panis; Records, p. 165.

[11] Records, pp. 163-164.

[12] TSN, September 20, 1994, p. 14.

[13] Records, p. 137.

[14] Id.

[15] Id. at 140-141.

[16] Id. at 143-145.

[17] Id. at 170.

[18] Rollo, p. 36.

[19] Id. at 46-47.

[20] Rollo, pp. 6-7.

[21] G.R. No. 116149, 23 November 1995, 250 SCRA 283.

[22] Citing RULES OF COURT, Rule 132, Section 34.

[23] G.R. No. 86062, 6 June 1990, 186 SCRA 385, 388-389.

[24] G.R. No. 88383, 19 February 1992, 206 SCRA 339, 346 citing Llaban v. Catalan v. Court of Appeals, G.R. No. 63226, 20 December 1991, 204 SCRA 887; United States v. Solaña, 33 Phil. 582 (1916); Dayrit v. Gonzalez,

7 Phil. 182 (1906).

[25] G.R. No. 84951, 14 November 1989, 179 SCRA 403.

[26] G.R. No. L-34754, 27 March 1981, 103 SCRA 484.

[27] Vda. de Oñote v. Court of Appeals, supra note 21 at 286-287.

[28] TSN, 20 September 1994, pp. 8-13.

[29] G.R. No. L-79734, 8 December 1988, 168 SCRA 373, 379-380.

[30] Antonio Lim Tanhu v. Ramolete, G.R. No. L-40098, 29 August 1975, 66 SCRA 425, 469.

[31] De Guzman, Jr. v. Court of Appeals, G.R. No. L-46935, 21 December 1987, 156 SCRA 701, 711.

Turn this case into an audio lecture - facts, issues, ruling and doctrine - at batas.org

ABOUT BATAS.ORG

Study smarter at BATAS.org

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

The complete Philippine law library - free for everyone.

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

Audio case-brief lectures.

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

Bar review built on the science of memory.

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

The full law-school curriculum.

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

Mock exams that tell you where you stand.

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

A study planner that keeps you on pace.

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

Start free at https://batas.org

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

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

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