

NORGENE POTENCIANO AND SPOUSES MANUEL JAYME AND NATIVIDAD ZAFRA-JAYME, PETITIONERS, VS. DWIGHT “IKE” B. REYNOSO, CARLOS B. REYNOSO, MA. LOURDES B. REYNOSO, FELIPE B. REYNOSO, CL...

G.R. No. 140707. April 22, 2003

Ponente: PANGANIBAN, J.

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PANGANIBAN, J.:

The basic issue in this case revolves around the authenticity of the signatures of the alleged vendor. Upholding the regional trial court, the Court of Appeals opted to give credence to the testimonies of the handwriting expert and other witnesses presented by private respondents, as against the testimony of the attorney who had notarized the Deeds of Sale. After due deliberation, this Court finds no cogent reason to reverse the two lower courts' finding of fact.

The Case

Before us is a Petition for Review on Certiorari under Rule 45 of the Rules of Court, assailing the May 7, 1999 Decision[1] and the October 20, 1999 Resolution[2] of the Court of Appeals (CA) in CA-GR CV No. 39121. The decretal portion of the Decision reads as follows:

“WHEREFORE, [there being] no error in the decision appealed from, the same is AFFIRMED.”[3]

The assailed Resolution denied petitioners' Motion for Reconsideration.[4]

The Facts

The facts of the case are summarized by the CA in this wise:

“Sometime in 1961, the late Felipe B. Pareja former Cebu City Treasurer was convicted of the crime of murder and sentenced to life imprisonment with the accessory penalties attendant thereto including civil interdiction. Felipe Pareja was granted a conditional pardon by then President Ferdinand E. Marcos on 2 August 1971. On 19 October 1979, Felipe Pareja executed a Deed of Absolute Sale covering a parcel of land and all improvements thereon situated at Juana Osmeña Ext., Capitol Site, Cebu City containing an area of four hundred ninety three (493) square meters in favor of his illegitimate son herein defendant-appellant Manuel Jayme who later claimed that the said sale was made to cover the payments he had made for the hospitalization expenses of his father, he having been constrained to borrow money from several people for the purpose. Before Felipe Pareja died on August 6, 1981, he executed a Last Will and Testament dated June 24, 1976 wherein he bequeathed to herein appellees and appellant Manuel Jayme the lot in question while at the same time recognizing them as his illegitimate children. On 29 October 1979 or ten (10) days after the execution of the Deed of Absolute Sale in their favor by Felipe Pareja, spouses Manuel and Natividad Jayme executed a Deed of Absolute Sale covering the property in favor of defendant-appellant Norgene Potenciano who eventually filed an ejectment case against plaintiff-appellee Dwight Reynoso.

“[Plaintiff]-appellees Dwight ‘Ike’ B. Reynoso, Carlos B. Reynoso, Ma. Lourdes B. Reynoso, Felipe ‘Harry’

B. Reynoso filed the instant suit as likewise illegitimate children with another woman of the late Felipe B. Pareja while plaintiff-appellee Veronica B. Nebres aunt of the other plaintiffs, claims to be the owner of a residential house on the said property. The subject property is now covered by Transfer Certificate of Title No. 77221 in the name of defendant Norgene Potenciano after cancellation of the Transfer Certificates of Title in the name of the former registered owners Rosa and Milagros Cuenco, Felipe Pareja and finally Manuel Jayme before registration in the name of Potenciano. Plaintiffs assailed the sale made by their father contending that the latter was already senile and still suffering from the accessory penalty of civil interdiction at the time of the sale. They also raise the issue of forgery of their late father's signature on the Deed of Sale.”[5] (Citations omitted)

Ruling of the Court of Appeals

The CA affirmed the Decision of the Regional Trial Court (RTC), which ruled that the signatures of Felipe B. Pareja on the subject Deeds of Sale had been forged.[6] Both courts gave more weight to the testimony of the expert witness, who had testified that the signatures were indeed forgeries as opposed to the testimony of the notary public who had notarized the questioned documents.

The RTC explained that the expert witness had examined the forgery scientifically; while the notary public, who was the counsel of Petitioner Norgene Potenciano, was an interested party.[7] Consequently, the forged Deeds of Absolute Sale did not transfer any rights from Pareja to the Jayme spouses or from the spouses to Potenciano.[8]

The CA also agreed with the RTC that Potenciano was a buyer in bad faith for not having sufficiently investigated the property at the time he bought it, when it was then in the possession of people other than the seller.[9]

Accepted by the appellate court as sufficient proof of filiation was the will, in which respondents were recognized by their father, even if it had not yet been probated.[10] Moreover, the CA ruled that petitioners were bound by a Joint Affidavit executed by Manuel Jayme and Dwight Reynoso declaring that, together with the other parties, they were recognized illegitimate children of Pareja.[11]

Hence, this Petition.[12]

The Issues

In their Memorandum,[13] petitioners submit the following issues for our consideration:

“I. Whether or not the Honorable Court of Appeals gravely erred in concluding that the documents of sale are null and void ab initio. A sub-issue would be whether or not Felipe B. Pareja was still suffering from the accessory penalty of civil interdiction when he sold the lot and house to Petitioner-Spouses Jayme.

“II. Whether or not the Decision of the Honorable Court of Appeals is contrary to law and jurisprudence. It is contrary to Article 278 of the New Civil Code, and ignored the case of Genato vs. Genato Commercial Corporation, CA-G.R. No. 22374-R, April 20, 1960; 56 O.G. 6211, requiring proof to be submitted or offered to prove the due execution of a will.

“III. Whether or not the Decision of the Court of Appeals is contrary to Article 434 of the New Civil Code.

“IV. Whether or not the Honorable Court of Appeals gravely erred in ignoring the clear, direct and personal testimony of the notary public, Atty. Ronald Duterte, who categorically testified that Felipe Pareja signed the documents of sale in his presence and who ignored the well-settled jurisprudence that a notary public is presumed to have performed his duties according to law.

“V. Whether or not the Court of Appeals gravely erred in giving credence to the findings of Mr. Romeo Varona, alleged document expert, when his testimony and competence has been thoroughly impugned.

“VI. Whether or not the Court of Appeals gravely erred in concluding that Petitioner Norgene Potenciano is a

buyer in bad faith.

“VII. Whether or not the Court of Appeals gravely erred in awarding damages to private respondents for the simple reason that private respondents miserably failed to prove their claims as alleged in their Complaint.”[14]

Simply stated, the issues to be resolved are as follows: (1) whether the sale of the subject property by Pareja to the Jayme spouses and, in turn, by the spouses to Potenciano was valid and binding; (2) whether Potenciano was a buyer in good faith; (3) whether private respondents have the personality to demand the reconveyance of the property in question; and (4) whether private respondents are entitled to damages.

The Court's Ruling

The Petition is unmeritorious.

First Issue:

Validity of the Deeds of Sale

Petitioners argue that the Deed of Sale dated October 19, 1979,[15] between Pareja and the Jayme spouses; and that which was dated October 29, 1979,[16] this time between the Jayme spouses and Potenciano, are both valid and enforceable. They contend that Pareja, being the absolute owner, had the right to dispose of the house and lot in question. They dispute the finding of forgery, claiming that the notary public is more credible than the expert witness. Further, at the time of the disposition, Pareja was supposedly no longer suffering the accessory penalty of civil interdiction, because he had already served the full term of his commuted sentence.

Forgery of Pareja's Signature on the Deeds of Sale

The most crucial question to be resolved in this case is the authenticity of Pareja's alleged signature on the Deed of Sale transferring the subject property to the Jayme spouses. Once the validity of this transfer is established, then the succeeding one -- this time from the Jayme spouses to Potenciano, in which Pareja allegedly signed as a witness -- can also be evaluated.

Preliminarily, we should stress that the remedy of appeal by certiorari under Rule 45 of the Rules of Court contemplates only questions of law, not of fact.[17] A question of law exists when there is doubt or controversy as to what the law is on a certain state of facts. On the other hand, there is a question of fact when the doubt or difference arises as to the truth or the falsity of the statement of facts.[18]

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 palpable error or grave abuse of discretion.[19]

The theory of forgery advanced by petitioners involves a question of fact previously raised and satisfactorily ruled upon by the two lower courts. As a rule, the findings of fact of the CA, affirming those of the RTC, are final and conclusive. The Supreme Court cannot review those findings on appeal, especially when they are borne out by the records or are based on substantial evidence.[20]

This application of this rule can be controverted only by the exceptions set forth in a long line of jurisprudence,[21] none of which is available in the instant case. The CA competently ruled upon the issues raised by petitioners and laid down the proper legal as well as factual bases for its Decision. Petitioners have not given any cogent reason to question its findings that the signatures were forged.

Although Atty. Ronald Duterte, the notary public, testified to the genuineness of the signatures of Pareja on the

questioned Deeds of Sale, both the trial and the appellate courts still ruled against petitioners. Generally, a notarized document carries the evidentiary weight conferred upon it with respect to its due execution. Thus, a document acknowledged before a notary public has in its favor the presumption of regularity.[22]

However, this presumption is not absolute and may be rebutted by clear and convincing evidence to the contrary.[23] To show that the signatures of Pareja were forged on the questioned Deeds of Sale, petitioners presented Dwight Reynoso, who was familiar with his handwriting; and Romeo Varona, a handwriting expert of the National Bureau of Investigation.

Varona reported fundamental divergencies between the two sets of sample signatures as follows:

“Comparative examination and analysis of the questioned signatures marked ‘Q-1,’ ‘Q-2,’ ‘Q-3’ and the standard specimen signatures marked ‘S-1’ to ‘S-10’ inclusive reveal fundamental divergencies in letter formation, construction, skill and other individual handwriting characteristics.”[24]

From these findings, he concluded that the “signatures of Felipe Pareja appearing on the Deed of Absolute Sale marked ‘Q-1,’ ‘Q-2’ and Q-3 were forged.”[25]

However, we are not unmindful of the rule that a finding of forgery does not depend entirely on the testimonies of handwriting experts; the judge is still required to conduct an independent examination of the questioned signature.[26] The CA did exactly this. It conducted its own independent examination of the signatures and concluded that the striking differences between the questioned signatures and those admitted as genuine were readily noticeable upon inspection.[27]

On the other hand, Atty. Duterte testified that Pareja had personally appeared before him and signed the two instruments himself. The former made these categorical statements on the signature of the latter, both as the vendor in the October 19, 1979 Deed and as a witness in that which was dated October 29, 1979.

However, Atty. Duterte’s testimony as to the latter Deed of Sale was completely belied by the other witnesses, who testified that Pareja had signed as a witness in the latter’s own residence and not in the presence of the notary public. Petitioner Potenciano himself admitted that Pareja -- being already sickly at the time -- had signed in the latter’s own house and not in the presence of Notary Public Duterte.[28]

Equally telling is the doubt expressed by the RTC on the notary public’s motives:

“x x x. However, the Court is inclined to give more weight [to] the testimony of the expert witness, not only because the latter explained the forgery scientifically but also for the reason that the notary public who notarized the questioned documents was the former counsel of defendant Potenciano.”[29]

Thus, considering the testimonies of the various witnesses and a plain comparison of the questioned signatures with admittedly genuine ones, the Court finds no reason to reverse the findings of the two lower courts. Although the Deeds of Sale were public documents having in their favor the presumption of regularity, such presumption was adequately refuted by competent witnesses and the appellate court’s visual analysis of the documents.

Since the signature of the alleged vendor was a forgery, no rights were transferred from him to the alleged vendees. In turn, the Jayme spouses could not have conveyed ownership of the property to Petitioner Potenciano. It is a well-settled principle that no one can give what one does not have.[30] Accordingly, one can sell only what one owns or is authorized to sell, and the buyer can acquire no more than what the seller can transfer legally.[31]

Civil Interdiction

Having ruled that the signatures of Pareja on the questioned Deeds of Sale were forged, we hold that the question

of whether he was still suffering civil interdiction at the time he allegedly sold the property now becomes irrelevant to the determination of the validity of the transactions.

Parenthetically, this Court notes that in their narration of facts, both the RTC and the CA automatically ascribed the accessory penalty of civil interdiction to Pareja as a result of his conviction for murder and the consequent life imprisonment imposed upon him by the Court of First Instance of Cebu.[32] We shall not rule on the correctness of the penalty, since the criminal case in which it was imposed is not the subject of this appeal. However, we remind the lower courts that life imprisonment and reclusion perpetua are distinct penalties.

Reclusion perpetua entails an imprisonment of at least thirty years, after which the convict becomes eligible for pardon.[33] It carries accessory penalties including civil interdiction.[34] Life imprisonment, on the other hand, has no fixed duration and carries no accessory penalties.[35] Hence, to say that Pareja was civilly interdicted by reason of the life imprisonment imposed on him would be inaccurate.

Second Issue:

Buyer in Good Faith

Petitioners also argue that Potenciano was an innocent purchaser in good faith and for value. He was allegedly approached by Petitioner Manuel Jayme, who wanted to sell the property in question.[36] Before buying it, the former supposedly exhausted efforts to verify the muniments of the latter's title.[37] Also, even if it was still in the name of its original owners [the Cuencos], Jayme was able to show to Potenciano the Deed of Sale that had transferred the property from the Cuencos to Pareja and, subsequently, from Pareja to the Jayme spouses. These circumstances allegedly showed Potenciano's good faith.

We disagree. The burden of proving the status of a purchaser in good faith lies upon one who asserts that status.[38] In discharging the burden, it is not enough to invoke the ordinary presumption of good faith.[39]

A purchaser in good faith and for value is one who buys the property of another without notice that some other person has a right to or interest in it, and who pays therefor a full and fair price at the time of the purchase or before receiving such notice.[40]

The whole evidence in this case points to the absolute lack of good faith on the part of Potenciano. At the time he allegedly bought the property in question, no certificate of title was ever presented to him. If we are to believe petitioners' position, there were two transfers before the alleged sale to him. The first was from the Cuencos to Pareja, while the second was from Pareja to the Jayme spouses. As Potenciano himself stated in his testimony, when they executed the Deed of Sale on October 29, 1979, there was no certificate of title in the name of the Jayme spouses or of Pareja[41] or of the alleged original owners, the Cuencos.[42] There was simply a lot to be sold, and an ocular inspection thereof conducted.[43]

The glaring lack of good faith on the part of Potenciano is more than apparent in his testimony, which we reproduce in part hereunder:

“ATTY. GUERRERO:

Q

In other words, you relied only on the Deed of Sale from Rosa and Milagros Cuenco to Felipe B. Pareja and from Felipe Pareja to Manuel Jayme, a duly notarized deed of sale?

WITNESS:

A

Yes, sir.”

x x x x x x x x

“ATTY. GUERRERO:

Q

So you only based it on the three deeds of sale?

WITNESS:

A

Yes, sir.

ATTY. GUERRERO:

Q

Now, in your deed of sale dated October 29, 1979 you also bought a house of strong materials? which was included in the sale?

WITNESS:

A

Yes, sir.

ATTY. GUERRERO:

Q

Now, when you knew that there was no certificate of title in the name of Manuel Jayme or when you were not shown a certificate of title in the name of Manuel Jayme did you verify from the Register of Deeds about it?

WITNESS:

A

No, sir.

ATTY. GUERRERO:

Q

Before October 29, 1979, you did not verify about it in the office of the Register of Deeds?

WITNESS:

A

No.

ATTY. GUERRERO:

Q

After October 29, 1979 did you go to the Register of Deeds?

WITNESS:

I did not go to the Register of Deeds also.

ATTY. GUERRERO:

Q

Now, what did you rely as a basis in buying the house?

WITNESS:

A

Because I trusted Ronie Duterte. He was the one who facilitated everything, on the transaction.

ATTY. GUERRERO:

Q

Because you relied on those three deeds of sale of Cuenco to Pareja and Pareja to Jayme, you bought the property on installment basis?

WITNESS:

A

Yes, sir.

ATTY. GUERRERO:

Q

When did you fully pay the consideration, the price of the Deed of Sale?

WITNESS:

A

I do not know whether it was fully paid because they were the ones who computed it.

ATTY. GUERRERO:

Q

Who are you referring to when you said they?

WITNESS:

A

My father.

ATTY. GUERRERO:

Q

In other words Mr. Witness, the money used to pay the land came from your father?

WITNESS:

A

Yes. If Mr. Jayme transact business with my father, then my father will be the one to pay.

ATTY. GUERRERO:

Q

You said Mr. Witness that when you filed your answer to the complaint in this case, in paragraph 23 thereof, you caused to be verified the existence of the certificates of title in the Office of the Register of Deeds, that is in paragraph 23 of your answer to the complaint. Which is true now, did you verify or did you not verify about it?

WITNESS:

A

It is only now.

ATTY. GUERRERO:

Q

What particular date?

WITNESS:

A

I could not remember the exact date.

ATTY. GUERRERO:

Q

But only this year?

WITNESS:

A

No.

ATTY. GUERRERO:

Q

Was it after the price was fully paid?

WITNESS:

A

After we received [the] title of the land we discovered that there was somebody who is occupying the lot.

ATTY. GUERRERO:

Q

So, you verified in the Office of the Register of Deeds only after you were given the title?

WITNESS:

A

Yes, sir.”[44]

Obviously, Potenciano was shown no muniment of title covering the property he was buying, but merely three Deeds of Sale tracing its transfer from three alleged owners, whom he did not even know. Neither did he verify its ownership with the Register of Deeds. What utterly aggravated the situation was the fact that he did not even care whom he was dealing with. He simply trusted a certain Ronie Duterte, who facilitated “everything” without ascertaining the authority or legal right of the persons he was dealing with.

Equally significant is the fact that even before executing the alleged Deed of Sale, Potenciano never checked who was in possession of the property. He testified as follows:

“ATTY. GUERRERO:

Q

Now, after you executed the Deed of Sale or after October 29, 1979, you were informed by Mr. Manuel Jayme that the property which you bought was possessed by third persons, one of whom was Ike Reynoso and his family, is that correct?

WITNESS:

A

Yes, sir.

ATTY. GUERRERO:

Q

It was only after the signing of the deed of sale?

WITNESS:

A

Yes, sir, after the execution of the deed of sale.

ATTY. GUERRERO:

Q

What did you do upon learning of the fact that it was possessed by third persons, one of whom was Ike Reynoso and his family?

WITNESS:

A

Mr. Jayme said to me that there is nothing wrong with it because the occupants there will just vacate the premises.

ATTY. GUERRERO:

Q

In other words, you did not pay attention to the information given to you by Mr. Jayme that the property was possessed by third persons?

WITNESS:

A

Yes, because he said that the occupants will just vacate the premises, so I did not mind. I trusted them.

ATTY. GUERRERO:

Q

When Manuel Jayme told you that the occupants of the property will just vacate, you did not have a certificate of title in your name yet?

WITNESS:

A

Not yet.

ATTY. GUERRERO:

Q

Neither was there any title in the name of Jayme yet?

WITNESS:

A

Yes, sir.”[45]

Settled is the rule that a buyer of real property that is in the possession of a person other than the seller must be wary. A buyer who does not investigate the rights of the one in possession[46] can hardly be regarded as a buyer in good faith.

To be sure, we cannot ascribe good faith to those who have not shown any diligence in protecting their rights. Having ruled thus, we also hold that Potenciano’s right to the property he allegedly bought must fail. He cannot take cover under the protection the law accords to purchasers in good faith and for value.

Potenciano cannot now claim that he has already acquired a valid title to the property. To be effective, the inscription in the registry must have been made in good faith.[47] The defense of indefeasibility of a Torrens title does not extend to a transferee who takes it with notice of a flaw.[48] A holder in bad faith of a certificate of title is not entitled to the protection of the law, for the law cannot be used as a shield for fraud.[49]

Third Issue:

Personality to Sue

Petitioners argue that the suit against them cannot be maintained by private respondents, because the latter have not established their filiation to Pareja as their father. Petitioners further contend that Felipe B. Pareja’s unprobated Last Will and Testament,[50] dated June 24, 1976, cannot be used to establish respondents’ filiation.

Again, we disagree with this contention. The way to prove the filiation of illegitimate children is provided by the Family Code thus:

“Art. 175. Illegitimate children may establish their illegitimate filiation in the same way and on the same evidence as legitimate children.”[51]

In turn, Article 172 of the Family Code states:

“Art. 172. The filiation of legitimate children is established by any of the following:

- (1) The record of birth appearing in the civil register or a final judgment; or
- (2) An admission of legitimate filiation in a public document or a private handwritten instrument and signed by the parent concerned.

In the absence of the foregoing evidence, the legitimate filiation shall be proved by:

- (1) The open and continuous possession of the status of a legitimate child, or

(2) Any other means allowed by the Rules of Court and special laws.”[52]

These provisions in relation to those in the Civil Code have been explained by this Court as follows:

“The due recognition of an illegitimate child in a record of birth, a will, a statement before a court of record, or in any authentic writing is, in itself, a consummated act of acknowledgment of the child, and no further court action is required.”[53]

Justice Jose C. Vitug clarifies in unequivocal terms the process of proving filiation: “under this [Family] Code, filiation may likewise be established by holographic as well as notarial wills, except that they no longer need to be probated or to be strictly in conformity with the formalities thereof for purposes of establishing filiation.”[54]

Petitioners’ argument on the need for probate loses force when weighed against its purpose. In probate proceedings, all that the law requires is the court’s declaration that the external formalities have been complied with. The will is then deemed valid and effective in the eyes of the law.[55] Thus, probate proceedings merely determine the extrinsic validity of the will[56] and do not affect its contents.

Moreover, the appellate court correctly noted the following:

“x x x [P]laintiff Dwight Reynoso and defendant Manuel Jayme had executed a joint affidavit declaring that they together with the other plaintiffs [were] recognized illegitimate children of Felipe B. Pareja as embodied in the latter’s Will. This affidavit which binds Jayme as affiant is proof of the existence of Pareja’s Will and effectively demolishes Jayme’s posture that the plaintiffs have no personality to institute the instant suit. x x x”[57]

Petitioners are mistaken in assuming that this Joint Affidavit[58] is being used by private respondents to prove the latter’s filiation as illegitimate children of Pareja. The document cannot be used for that purpose, because the children were the ones who recognized their father and not the other way around. However, its importance lies in the fact that it prevents petitioners from denying private respondents’ standing to institute the case against them.

Having admitted that Private Respondent Reynoso was indeed an illegitimate son of Pareja just like him, Manuel Jayme cannot now claim otherwise. An admission is rendered conclusive upon the person making it and cannot be denied as against the person relying on it.[59] Neither can petitioners argue that such acknowledgment applies only to Jayme. Since Potenciano claims to have derived his right from the Jayme spouses, then he is bound by Jayme’s admission.

Final Issue:

Damages

Finally, petitioners contend that private respondents have no cause of action against them. Therefore, the latter are not entitled to any award of damages.

We rule otherwise. Since the Deeds of Sale upon which petitioners based their ownership of the questioned property are invalid, private respondents have a cause of action for moral and exemplary damages. Likewise, they are entitled to attorney’s fees and litigation expenses for having gone through this process to protect their rights from petitioners’ wrongful claim of ownership of the subject property. We find that the amounts awarded by the RTC and subsequently affirmed by the CA are reasonable and justified under the circumstances obtaining in this case.

WHEREFORE, the Petition is hereby DENIED and the assailed Decision AFFIRMED. Costs against petitioners.

SO ORDERED.

Puno (Chairman), Sandoval-Gutierrez, Corona, and Carpio Morales, JJ., concur.

[1] Appendix “A” of the Petition; rollo, pp. 31-38; penned by Justice Portia Aliño-Hormachuelos and concurred in by Justices Buenaventura J. Guerrero (Division chairman) and Eloy R. Bello Jr. (member).

[2] Appendix “B” of the Petition; rollo, pp. 40-41.

[3] CA Decision, p. 9; rollo, p. 38.

[4] CA rollo, pp. 131-153.

[5] CA Decision, pp. 2-4; rollo, pp. 32-34.

[6] RTC Decision, p. 4; CA rollo, p. 111.

[7] Ibid.

[8] CA Decision, pp. 7-8; rollo, pp. 36-37; see also RTC Decision, pp. 4-5; and CA rollo, pp. 111-112.

[9] Id., pp. 8 & 37.

[10] Ibid.

[11] Ibid.

[12] The case was deemed submitted for decision on May 16, 2001, upon this Court’s receipt of the Memorandum for respondents signed by Atty. Henry R. Savellon of Bugarin Law Office. Earlier, Petitioners’ Memorandum, signed by Atty. Jose Mutia Sinajon of “Steplaw Firm,” was received by the Court on January 22, 2001.

[13] Rollo, pp. 81-111.

[14] Petitioners’ Memorandum, pp. 6-7; rollo, pp. 86-87. Original in upper case.

[15] Exhibit “S” for private respondents and Exhibit “4”-Jayme for petitioners; records, p. 349.

[16] Exhibit “T” for private respondents and Exhibit “1”-Potenciano for petitioners; records, p. 351.

[17] §1, Rule 45, Revised Rules of Court. See also *Spouses Batingal v. CA*, 351 SCRA 60, February 1, 2001.

[18] *De Liano et al. v. CA*, GR No. 142316, November 22, 2001; *Western Shipyard Services, Inc. v. CA*, 358 SCRA 257, May 28, 2001; *Reyes v. CA*, 328 Phil. 171, July 11, 1996.

[19] *Fortune Guarantee & Insurance Corporation v. CA*, GR No. 110701, March 12, 2002.

[20] *Milestone Realty Co., Inc. v. CA*, GR No. 135999, April 19, 2002; *Donato C. Cruz Trading Corporation v. CA*, 347 SCRA 13, December 5, 2000; *Baylon v. CA*, 312 SCRA 502, August 17, 1999.

[21] See, inter alia, *Baricuatro Jr. v. CA*, 325 SCRA 137, February 9, 2000; *Golangco v. CA*, 347 Phil. 771, December 22, 1997; *Fuentes v. CA*, 335 Phil. 1163, February 26, 1997; *Ramos v. Pepsi-Cola Bottling Co. of the Phils.*, 125 Phil. 701, February 9, 1967.

[22] *Loyola v. CA*, 326 SCRA 285, February 23, 2000.

[23] *Basilio v. CA*, 346 SCRA 321, November 29, 2000.

- [24] Questioned Document Report No. 009-85; records, p. 364.
- [25] Ibid.
- [26] Jimenez et al. v. Commission on Ecumenical Mission, GR No. 140472, June 10, 2002.
- [27] CA Decision, p. 7; rollo, p. 36-A.
- [28] TSN, August 22, 1983, p. 15.
- [29] RTC Decision, p. 4; CA rollo, p. 111.
- [30] Tangalin v. CA, GR No. 121703, November 29, 2001; Gonzales v. Heirs of Thomas and Paula Cruz, 314 SCRA 585, September 16, 1999.
- [31] Tangalin v. CA, supra; Gonzales v. Heirs of Thomas and Paula Cruz, supra; Segura v. Segura, 165 SCRA 368, September 19, 1988.
- [32] Exhibit “H” for private respondents; records, p. 325.
- [33] People v. Gonzales, 365 SCRA 17, September 12, 2001.
- [34] Revised Penal Code, Art. 41.
- [35] People v. Gonzales, supra.
- [36] Petitioners’ Memorandum, p. 23; rollo, p. 103.
- [37] Ibid.
- [38] Uy v. CA, 359 SCRA 262, June 21, 2001; Republic v. De Guzman, 326 SCRA 267, February 23, 2000.
- [39] Ibid.
- [40] Tsai v. CA, 366 SCRA 324, October 2, 2001; Seveses v. CA, 316 SCRA 605, October 13, 1999; Diaz-Duarte v. Spouses Ong, 358 Phil. 876, November 3, 1998; Spouses Mathay Jr. v. CA, 356 Phil. 870, September 17, 1998; Veloso v. CA, 329 Phil. 398, August 21, 1996.
- [41] TSN, August 22, 1983, p. 8.
- [42] Id., p. 9.
- [43] Id., p. 8.
- [44] Id., pp. 9-12.
- [45] Id., pp. 16-18.
- [46] Republic v. De Guzman, supra.
- [47] Samonte v. CA, 361 SCRA 173, July 12, 2001.
- [48] Samonte v. CA, supra.
- [49] Baricuatro Jr. v. CA, supra.
- [50] Records, pp. 303-304.
- [51] Family Code, Art. 175.

[52] Family Code, Art. 172.

[53] *De Jesus v. The Estate of Decedent Juan Gamboa Dizon*, 366 SCRA 499, 503, October 2, 2001, per Vitug, J.

[54] Vitug, *Compendium of Civil Law and Jurisprudence*, 1993 revised edition, p. 230. (Italics supplied)

[55] Tolentino, *Commentaries and Jurisprudence on the Civil Code of the Philippines* (1992), Vol. III, p. 147.

[56] *Reyes v. CA*, 346 Phil. 266, October 30, 1997.

[57] CA Decision, p. 8; rollo, p. 37.

[58] Exhibit “U” for private respondents; records, pp. 352-354.

[59] Art. 1431 of the Civil Code.

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