

HEIRS OF AMADO CELESTIAL, AS REPRESENTED BY HIS WIDOW, FLORENCIA CELESTIAL, AND GLORIA AGUI, PETITIONERS, VS. HEIRS OF EDITHA G. CELESTIAL, NAMELY: EDWIN HERMINIGILDO CELESTIAL, ...

G.R. No. 142691. August 05, 2003

Ponente: YNARES-SANTIAGO, J.

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YNARES-SANTIAGO, J.:

At the core of this petition is the authenticity of a Deed of Sale allegedly executed by Amado Celestial, husband of petitioner Florencia Celestial, in favor of his sister-in-law, Editha G. Celestial, involving Lot No. 4112, Ts-217, covering an area of 466 square meters situated at Dadiangas, General Santos City.

Amado is the brother of co-petitioner Gloria C. Agui and Erlindo Celestial, husband of Editha.

Prior to 1962, Amado while still single, applied for a Miscellaneous Sales Patent over the 466 square meter lot, pursuant to the provisions of Chapter IX of Commonwealth Act No. 141, as amended.[1]

On February 8, 1962, during the pendency of his application for a miscellaneous sales patent, Amado got married to Florencia and they occupied the said 466-square meter lot. Their union was blessed with the birth of their daughter, Helen.

On May 9, 1966, Amado's application for a Miscellaneous Sales Patent was granted, resulting in the issuance in his name of Original Certificate of Title (OCT) No. P-27090 of the Registry of Deeds for General Santos City. Although the title to the land was issued on May 25, 1966, Amado's civil status was designated as "single" on the title. Petitioner Florencia and her husband did not bother to correct the said mistake in the civil status of Amado to avoid the paper work it would entail.[2]

On October 10, 1975, Amado allegedly executed a Deed of Absolute Sale[3] conveying to Editha the 466 square meter lot for P20,000.00. The deed described Amado, the vendor, as single when in fact he was already married to Florencia for 13 years at the time of the sale. Likewise, petitioner Florencia did not affix her signature on the deed of sale. Subsequently, the Register of Deed of General Santos City cancelled OCT No. P-27090 and issued Transfer Certificate of Title No. T-9145 in favor of Editha.

On March 21, 1976, Amado died.

On July 10, 1978, Editha executed a Deed of Sale with Right to Repurchase[4] conveying the property covered by TCT No. 9145 in favor of respondent Prima Calingacion Chua for P30,000.00. This notwithstanding, Editha caused the property covered by TCT No. 9145 to be subdivided into three (3) lots, namely: Lot 4112-A, Lot 4112-B and Lot 4112-D. Thereafter, the corresponding Transfer Certificates of Title (TCT Nos. T-14270, T-14271 and T-14272) were issued in the name of Editha.

On September 4, 1979, Erlindo and Editha executed a Deed of Sale of Three Parcels of Land[5] over the aforesaid

subdivided lots in favor of respondent Chua. The consideration of the contract was P110,000.00. Subsequently, on October 22, 1979, respondent Chua was issued TCT No. T-14819 for Lot 4112-A, TCT No. T-14820 for Lot 4112-B, and TCT No. T-14821 for Lot 4112-D.

After eleven years, or on February 15, 1990, respondent Chua, through his lawyer, Atty. Nilo J. Flaviano, notified[6] the petitioners and several other occupants of the subdivided lots to vacate the aforesaid properties within ten (10) days from receipt of the notice. Subsequently, respondent Chua filed a complaint for ejectment[7] against the petitioners.

Believing that respondent Chua had no right to eject them from the properties they occupied, petitioners, on February 23, 1990, filed a complaint against Editha and respondent Chua before the Regional Trial Court of General Santos City, Branch 23, which was docketed as Civil Case No. 4401, for "Judicial Declaration of the nullity of the Deed of Sale Executed by the deceased Amado G. Celestial in favor of Editha G. Celestial and likewise all deeds of Absolute Sale executed by said Editha G. Celestial in favor of Prima B. Calingacion covering Lot No. 4112, TS 217, formerly covered by Original Certificate of Title No. (P-27909) (P-10623) (P-1650), etc." [8]

On March 3, 1994,[9] while the case was still pending before the trial court, Editha Celestial died and she was substituted by the named respondents below.[10]

On April 27, 1995, a decision was rendered in favor of the petitioners, the dispositive portion of which reads:

WHEREFORE, premises considered, judgment is hereby rendered in favor of the plaintiffs and against the defendants,

- declaring the "Deed of Absolute Sale" dated October 10, 1975 marked Exhibit "L" for the plaintiffs; Exhibit "1" for the defendants, as inexistent and void from the beginning for being a product of forgery;

- declaring the "Deed of Sale of Three Parcels of Land" dated September 4, 1979 (Exh. "3" for the defendant) as inexistent and void from the beginning for being a simulated contract;

- ordering Prima B. Calingacion upon finality of this judgment to reconvey to the Heirs of Amado Celestial, by registrable deed of conveyance, the properties described and covered by Transfer Certificate of Title Nos. T-14819, T-14820, and T-14821 covering Lot Nos. 4112-A, 4112-B, and 4112-D, respectively, all of Psd-11-005479, and all registered in the name of Prima B. Calingacion. In case defendant Prima B. Calingacion refused to execute the necessary registrable deed of conveyance in favor of the Heirs of Amado Celestial, represented by Florencia Celestial, reconveying the said properties covered by TCT Nos. T-14819, T-14820, and T-14821, in favor of the Heirs of Amado Celestial, ordering the Clerk of Court in his capacity as Provincial Sheriff ex-officio to execute the necessary registrable deed of conveyance in favor of the Heirs of Amado Celestial, represented by Florencia Celestial, which shall have like force and effect as if done by the said defendant PRIMA B. CALINGACION; ordering the Register of Deeds for General Santos City to accept the registration of the deed of conveyance executed by the sheriff, even without the presentation or surrender of the Owner's Duplicate copies of the aforesaid transfer of certificates of title to the Office of the Register of Deeds;

- ordering Prima B. Calingacion to surrender the Owner's Duplicate copies of TCT Nos. T-14819, T-14820, and T-14821 to the Provincial Sheriff;

- ordering Prima B. Calingacion to vacate the premises of the lots covered by TCT Nos. T-14819, T-14820, and T-14821, and surrender possession thereof to Florencia Celestial;

- ordering Prima B. Calingacion and the Estate of Editha Celestial, jointly and severally, to pay to plaintiff Florencia Celestial the following amounts:

- P20,000.00 for attorney's fees;
- P30,000.00 for moral damages;
- P20,000.00 for exemplary damages; and
- Costs.

SO ORDERED.[11]

Instead of filing a motion for reconsideration, respondents filed a motion for new trial,[12] which was denied[13] on November 29, 1995.

Respondents appealed to the Court of Appeals, which was docketed as CA-G.R. CV No. 53211. On August 26, 1999, a decision was rendered reversing the aforesaid judgment of the trial court and dismissing the complaint in Civil Case No. 4401.[14] Petitioners' motion for reconsideration was denied for lack of merit.[15]

Hence, this petition for review, raising the following assigned errors:

I

THE HONORABLE COURT OF APPEALS GROSSLY MISAPPRECIATED THE EVIDENCE AND COMMITTED SERIOUS AND MANIFEST ERROR WHEN IT REVERSED THE DECISION OF THE TRIAL COURT DECLARING NULL AND VOID THE DEED OF ABSOLUTE SALE DATED 10 OCTOBER 1975 IN A MANNER CONTRARY TO LAW AND THE SETTLED PRONOUNCEMENTS OF THIS HONORABLE TRIBUNAL.

II

THE FINDINGS OF FACT OF THE HONORABLE COURT OF APPEALS ARE CONTRARY TO THE FINDINGS OF THE TRIAL COURT AND ARE CONTRADICTED BY THE EVIDENCE ON RECORD.

III

THE HONORABLE COURT OF APPEALS GRAVELY ERRED IN RENDERING A DECISION ON THE BASIS OF CONJECTURES AND SURMISES AND HAS DEPARTED FROM THE ACCEPTED AND USUAL COURSE OF JUDICIAL PROCEEDINGS WHICH URGENTLY CALL FOR AN EXERCISE OF THIS HONORABLE COURT'S SUPERVISION.[16]

When the trial court and the appellate court reached divergent factual assessments in their respective decisions and the basis thereof refers to documents made available to the scrutiny of both courts, the well settled rule that factual findings of trial courts deserve respect and even finality will not apply.[17] In the case at bar, the differing factual assessments revolved around the authenticity of the signature of the late Amado Celestial on the questioned Deed of Sale dated October 10, 1975 conveying the 466 square meter lot in favor of Editha, his sister-in-law. There is therefore a need to review the evidence on record to arrive at the correct findings.

Contrary to the finding of the Court of Appeals, the trial court did not solely rely on the testimony of the NBI handwriting expert, Rhoda Flores, in holding that the deed of sale was a forgery.[18] The record shows that the trial court, in fact, made its own independent assessment on the authenticity of the questioned signature of "Amado Celestial" on the Deed of Absolute Sale dated October 10, 1975 by comparing it with the sample signatures submitted by the petitioners. The testimony of the NBI Document Examiner was merely utilized by the trial court in reaching its own judicious assessment of the authenticity of the signatures of the late Amado Celestial, to wit:

The Court can see that the signatures "AMADO CELESTIAL" in the Deed of Absolute Sale marked as

Exhibits "L" and "L-2", compared to the signatures "AMADO CELESTIAL" marked as Exhibit "M-1" on Exhibit "M"; Exh. "M-2-A" on exh. "M-2"; Exh. "M-3-A" on Exh. "M-3"; Exh. "M-4-A" on Exh. "M-4"; Exh. "M-5-A" on Exh. "M-5"; Exh. "M-6-A" on Exh. "M-6"; Exh. "M-7-A" on Exh. "M-7"; and on Exh. "N", could not be the signatures of the real Amado Celestial who was the husband of plaintiff Florencia Celestial. To the mind of the Court, even an ordinary layman can see that there are significant differences between the questioned signatures "AMADO CELESTIAL" on the questioned Deed of Absolute Sale marked as Exhs. "L" and "L-2" and the eight (8) standard signatures "AMADO CELESTIAL". Mrs. Rhoda B. Flores, the NBI Document Senior Examiner, was right when she said that "xxx I think this Honorable Court would agree with me that even a layman can see that there are significant differences even in the pictorial appearance." The court has examined the standard signatures of Amado Celestial in the several instruments submitted to the NBI to serve as basis for scientific comparative analysis with the questioned signatures, and the Court is inclined to believe the findings of the handwriting expert Mrs. Rhoda Flores, as contained in the Questioned Document Report No. 108-293 x x x which was "APPROVED" by Arcadio Ramos, Chief, Questioned Document Division of the NBI, and "NOTED" by Manuel Roura, Deputy director, Technical Services of the NBI, and as testified to by her in court. The questioned Document Report No. 108-293 (Exhs. "P" and "P-1"), which NBI Director Epimaco A. Velasco forwarded to this Court per letter of transmittal dated March 1, 1993, (Exh. "O"), and the testimony of NBI Senior Document Examiner Rhoda B. Flores have guided this Court in arriving at a judicious conclusion that the signatures of "AMADO CELESTIAL" on the Deed of Absolute Sale marked as Exhibits "L" and "L-2" are forgeries - that the signatures thereon were not the signatures of Amado Celestial (Emphasis supplied).[19]

The fact that the trial court relied on the testimony of a single witness is of no moment. The trial court has the peculiar advantage to determine the credibility of a witness because of its superior advantage in observing the conduct and demeanor of the witness while testifying.[20] Settled is the rule that it is the quality, not the number of witnesses that will tilt the scale of evidence. Although the number of witnesses may be considered a factor in the appreciation of evidence, preponderance does not necessarily lie in the greatest number.[21] Accordingly, absent any showing of a fact or circumstance of weight and influence which would appear to have been overlooked and, if considered, could affect the outcome of the case, the factual findings and assessment on the credibility of a witness made by the trial court remain binding on an appellate tribunal.[22] In the case at bar, there appears no cogent reason to set aside the trial court's reliance on the credibility of the prosecution witness and its appreciation of the circumstantial evidence inasmuch as the evidence on record amply supports its conclusion.

Moreover, the appellate court erred in holding that no accurate analysis and conclusion can be reached since there is no closeness or proximity of the time between the specimen signatures and the questioned signature.

Standing alone, the closeness or proximity of time in which these specimen signatures have been written to the questioned signature is not an important factor in proving the genuineness of a handwriting. If at all, the existence of such fact only bolsters proof of the authenticity of a handwriting. For the purpose of proving the genuineness of a handwriting, Rule 132, Section 22 of the Rules of Court provides:

SEC. 22. How genuineness of handwriting proved. - The handwriting of a person may be proved by any witness who believes it to be the handwriting of such person because he has seen the person write, or has seen writing purporting to be his upon which the witness has acted or been charged, and has thus acquired knowledge of the handwriting of such person. Evidence respecting the handwriting may also be given by a comparison, made by the witness or the court, with writings admitted or treated as genuine by the party against whom the evidence is offered, or proved to be genuine to the satisfaction of the judge.

Under the foregoing rule, the genuineness of a handwriting may be proved: 1) by any witness who believes it to be the handwriting of such person because: (a) he has seen the person write; or (b) he has seen writing purporting

to be his upon which the witness has acted or been charged; 2) by a comparison, made by the witness or the court, with writings admitted or treated as genuine by the party, against whom the evidence is offered, or proved to be genuine to the satisfaction of the judge.

Although not all of the eight (8) standard specimen signatures[23] were in close proximity to the time when the questioned signatures were written, we cannot close our eyes to the stark differences the questioned signatures show when placed vis-à-vis with the sample signatures. What is clear is that all the eight (8) specimen signatures when placed side by side with each other indubitably show that these were written by one and the same person whose name purports to be that of Amado Celestial. However, when the specimen signatures were compared to the questioned signature, it clearly shows that the latter was written by a person other than Amado Celestial. As correctly pointed out by the NBI Senior Document Examiner Rhoda B. Flores in the Questioned Documents Report No. 108-293, there were indeed notable variances between the questioned and sample signatures, to wit:

B. Significant differences in handwriting characteristics existing between the questioned and the sample signatures; to wit:

- Manner of execution of strokes;
- Personalized proportion characteristics of letters;
- Structural pattern of letters; and
- Other identifying minute details.[24]

Furthermore, Atty. Laurencio A. Oco, the notary public who notarized the Deed of Absolute Sale, testified that he did not personally know Amado. Rather, he merely presumed that the person who appeared before him to acknowledge the deed of sale was Amado Celestial, the vendor therein.[25] This falls short of what the law requires under Public Act No. 2103"[26] which states that -

Sec. 1 (a) The acknowledgment shall be made before a notary public or an officer duly authorized by law of the country to take acknowledgment of instruments or documents in the place where the act is done. The notary public or the officer taking the acknowledgment shall certify that the person acknowledging the instrument or document is known to him and that he is the same person who executed it, and acknowledged that the same is his free act and deed. The certificate shall be made under his official seal, if he is by law required to keep a seal, and if not, his certificate shall so state (Emphasis supplied).

In *Protacio v. Mendoza*,[27] it was held:

It is necessary that a party to any document notarized by a notary public appear in person before the latter and affirm the contents and truth of what are stated in the document. The importance of this requirement cannot be gainsaid. The acknowledgment of a document is converted into a public document, making it admissible in court without further proof of its authenticity. For this reason, it behooves every notary public to see to it that this requirement is observed and that formalities for the acknowledgment of documents are complied with (Emphasis supplied).

Likewise, aside from being required to appear before the notary public, "it is similarly incumbent upon the person acknowledging the instrument to declare before the same Notary Public that the execution of the instrument was done by him of his own free will".[28] Accordingly, we find the observation of the appellate court "that the parties appeared before Atty. Laureano Oco for the preparation of the Deed of [Absolute] Sale", to be inaccurate and without evidentiary support in the record.

The Deed of Absolute Sale, being a product of forgery, no valid conveyance can be said to have been made by Amado in favor of Editha over the questioned 466 square meter lot.

As a necessary consequence of the foregoing, the question that must be resolved is whether the conveyance made by Editha in favor of respondent Chua may be upheld on grounds of good faith?

We answer in the negative. The trial court correctly found that respondent Chua had knowledge or, at the very least, notice that some other person had a right to or interest on the property in question prior to her purchase from Editha.

For a buyer to be deemed a purchaser in good faith, the ruling in *Heirs of Severa P. Gregorio v. Court of Appeals*[29] is instructive:

A purchaser in good faith is one who buys the property of another without notice that some other person has a right to or interest in such property and pays a full and fair price at the time of purchase or before he has notice of the claim or interest of some other person in the property. As good faith primarily refers to a state of mind and is always a question of intention, evidence as to conduct and outward acts are usually resorted to in order to arrive at a reasonable determination of the inward motive or intention.

The records show that respondent Chua knew for a fact that prior to 1962 and prior to the sale, there were erected on the land in question an old wooden house and a semi-bungalow house which were occupied by the father of Amado Celestial, Erlindo Celestial and their other relatives.[30] Carmencita Paradena, a witness for the petitioners, admitted residing with Amado and Florencia as their tenant on the land in question since 1963. She also testified that the brothers and sisters of Amado resided with them in the old wooden house.[31] This contradicts what respondent Chua's claim that prior to the sale, only spouses Editha and Erlindo Celestial occupied the land in question and nobody else.[32] These facts alone should have put respondent Chua on guard that there were possible defects in the title of the vendor. As enumerated in *Mathay v. Court of Appeals*,[33] viz:

Although it is a recognized principle that a person dealing on a registered land need not go beyond its certificate of title, it is also a firmly settled rule that where there are circumstances which would put a party on guard and prompt him to investigate or inspect the property being sold to him, such as the presence of occupants/tenants thereon, it is of course, expected from the purchaser of a valued piece of land to inquire first into the status or nature of possession of the occupants, i.e., whether or not the occupants possess the land en concepto de dueño, in concept of owner. As is the common practice in the real estate industry, an ocular inspection of the premises involved is a safeguard a cautious and prudent purchaser usually takes. Should he find out that the land he intends to buy is occupied by anybody else other than the seller x x x, it would then be incumbent upon the purchaser to verify the extent of the occupant's possessory rights. The failure of a prospective buyer to take such precautionary steps would mean negligence on his part and would thereby preclude him from claiming or invoking the rights of a 'purchaser in good faith'.

In the case at bar, respondent Chua failed to make the necessary inquiry as to the possessory rights of the relatives of Editha and Erlindo Celestial. The records show that respondent Chua failed to inquire on the respective rights of petitioner Florencia and Carmencita Paradena, who were in actual possession of the land in question, or of the other brothers and sisters of Erlindo Celestial, husband of Editha, who also resided on the questioned land.[34] No amount of good faith can therefore be appreciated in favor of respondent Chua's acquisition of the land in question.

WHEREFORE, in view of the foregoing, the instant petition is GRANTED. The decision of the Court of Appeals in CA-G.R. CV No. 53211, dated August 26, 1999, is REVERSED and SET ASIDE. The decision of the Regional Trial Court of General Santos City, Branch 23 in Civil Case No. 4401 is REINSTATED. Accordingly, the "Deed of Absolute Sale" dated October 10, 1975 and the "Deed of Sale of Three Parcels of Land" dated September 4, 1979 are declared NULL and VOID ab initio. Respondent Prima B. Calingacion is ordered to RECONVEY to petitioners the properties described in Transfer Certificates of Titles T-14819, T-14820 and

T-14821, and to VACATE Lots Nos. 4112-A, 4112-B and 4112-D. Further, respondent Calingacion and the Estate of Editha Celestial are ordered to pay, jointly and severally, petitioners the amounts of Twenty Thousand Pesos (P20,000.00) as attorney's fees, Thirty Thousand Pesos (P30,000.00) as moral damages and Twenty Thousand Pesos (P20,000.00) as exemplary damages.

Costs against respondents.

SO ORDERED.

Davide, Jr., C.J., Vitug, Carpio and Azcuna, JJ., concur.

[1] Otherwise known as the "Public Land Act".

[2] TSN, 23 April 1992, pp. 6-8.

[3] Folder of Exhibits for the Defendants, p. 1.

[4] Id., pp. 2-3.

[5] Id., p. 4.

[6] Id., p. 28.

[7] RTC Records, pp. 35-37.

[8] RTC Records, pp. 1-6.

[9] TSN, 16 August 1994, p. 188.

[10] RTC Records, pp. 196-198.

[11] Penned by Judge Jose L. Orlino, RTC Records, pp. 288-289.

[12] RTC Records, pp. 293-320.

[13] RTC Records, pp. 339-340.

[14] Rollo, pp. 63-80; Penned by Justice Mariano M. Umali and concurred in by Justices Romeo Callejo Jr. and Quirino D. Abad Santos, Chairman.

[15] Id., pp. 82-84.

[16] Id., pp. 25-26.

[17] Jimenez, et al. v. Commission on Ecumenical Mission and Relations of the United Presbyterian Church in the United States of America, et al., G.R. No. 140472, 10 June 2002; Chiang Yia Min v. CA, G.R. No. 137932, 28 March 2001, 355 SCRA 608, 618 citing Caoili v. CA, G.R. No. 128325, 14 September 1999, 314 SCRA 345; Sarmiento v. CA, 353 Phil. 834 [1998]; Roman Catholic Bishop of Malolos v. IAC, G.R. No. 72110, 16 November 1990, 191 SCRA 411.

[18] Rollo, p. 72; CA Decision, p. 10.

[19] RTC Records, pp. 275-276; RTC Decision, pp. 37-38.

[20] People v. Ticalo, G. R. No. 138990, 30 January 2002, citing People v. Perelas and Calza, G.R. No. 140512, 13 September 2001, 365 SCRA 220; Adzura v. CA, 361 Phil. 585 (1999); People v. Sanchez, 361Phil. 692 (1999).

[21] Jimenez, et al. v. Commission on Ecumenical Mission and Relations of the United Presbyterian Church in the United States of America, et al., G.R. No. 140472, 10 June 2002.

[22] People v. Ticalo, supra, citing People v. Ganenas, G.R. No. 141400, 6 September 2001; People v. Tahop, G.R. No. 25330, 29 September 1999, 315 SCRA 465; People v. Mahinay, 361 Phil. 585 (1999).

[23] 1) Exhibit "M-1", Marriage Contract of Vicente Pantojan and Elisa Bautista dated 16 September 1970; 2) Exhibit "M-2-A", Individual Residence Certificate of Amado Celestial dated 10 October 1973; 3) Exhibit "M-3-A", Drivers License [undated] but will expire on February 1968; 4) Exhibit "M-4-A", Driver's Index [undated]; 5) Exhibit "M-5-A", Driver's Index [undated]; 6) Exhibit "M-6-A", Memorandum of Agreement dated 14 May 1974; 7) Exhibit Exhibit "M-7-A", Marriage Contract of Amado Celestial and Florencia Bequilla-Celestial dated 19 April 1975; 8) Exhibit "M-8-A", Joint Affidavit dated 10 April 1975; folder of Exhibits for the Plaintiffs, pp. 11-19.

[24] Folder of Exhibits for the Plaintiffs in Civil Case No. 4401, pp. 21-22.

[25] TSN, 16 March 1994, pp. 117-119.

[26] Otherwise known as "An Act Providing for the Acknowledgment and Authentication of Instruments and Documents within the Philippine Islands", enacted on January 26, 1912.

[27] Admin. Case No. 5764, January 13, 2003, citing Rural Bank of Silay, Inc. v. Pilla, Admin. Case No. 3637, 24 January 2001, 350 SCRA 138; Villarin v. Sabate, Jr., A.C. No. 3324, 9 February 2000, 325 SCRA 123; Flores v. Chua, Admin. Case No. 4500, 30 April 1999, 306 SCRA 465; Coronado v. Felongco, A.C. No. 2611, 15 November 2000, 344 SCRA 565; Nunga v. Viray, Admin. Case No. 4758, 30 April 1999, 306 SCRA 486; Arrieta v. Llosa, 346 Phil. 932, 936 (1997); Dinoy v. Rosal, Admin. Case No. 4758, 17 August 1994, 235 SCRA 419.

[28] Arrieta v. Llosa, supra, citing Gamido v. New Bilibid Prisons (NBP) Officials, 312 Phil. 100 (1995).

[29] G.R. No. 117609, 29 December 1998, 300 SCRA 565, citing Co v. CA, G.R. No. 93687, 6 May 1991, 196 SCRA 705 and Leung Yee v. Strong Machinery Company, et al., 37 Phil. 645 (1918).

[30] TSN, 14 April 1994, pp. 161-162.

[31] TSN, 21 July 1992, pp. 46-48; TSN, 23 April 1992, pp. 11-12; TSN, 21 July 1992, pp. 46-48.

[32] TSN, 21 March 1994, p. 145 and TSN, 14 April 1994, p. 155.

[33] G.R. No. 115788, 17 September 1998, 295 SCRA 556; Dela Merced, et al. v. GSIS, G.R. No. 140398, 11 September 2001, 365 SCRA 1.

[34] RTC Record, p. 281; RTC Decision, p. 43.

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