

GEORGINA HILADO, PETITIONER, VS. HEIRS OF RAFAEL MEDALLA, RESPONDENTS.

G.R. No. 144227. February 15, 2002

Ponente: MENDOZA, J.

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MENDOZA, J.:

This is a petition for review of the decision[1] of the Court of Appeals (1) declaring the deed of sale, dated April 24, 1979, between petitioner Georgina Hilado and Rafael Medalla, predecessor-in-interest of respondents, as an equitable mortgage; (2) declaring the mortgage obligation of Medalla to be fully paid; (3) ordering petitioner to execute, in favor of respondents, a deed of reconveyance over the portion of the lot subject of the abovementioned sale still retained by her; and (4) setting aside the award of attorney's fees to petitioner.

The facts are as follows:

Gorgonio Macainan was, in his lifetime, the owner of several properties in Bacolod City, among which were Lot No. 1031 in Pahanocoy, covered by TCT No. T-47473, with an area of 31.9035 hectares, and a lot on Lopez Jaena Street with an area of 5,362 square meters. After Gorgonio's death in 1966, his estate was divided among his heirs, including his children by his first wife, namely, Anita, Rosita, and Berbonia. As Berbonia had predeceased Gorgonio, her children, namely, Rafael, Lourdes, and Teresita, surnamed Medalla, succeeded to her inheritance. Respondents are the heirs of Rafael Medalla. Rafael Medalla's share consisted of five hectares in Lot No. 1031 and 1,197 square meters in the Lopez Jaena property.

On April 24, 1979, Rafael Medalla executed a document, entitled "Deed of Absolute Sale" (Exh. 4 - Medalla), purporting to sell his share in "Lot No. 1030 and Lot No. 1031" to petitioner for P50,000.00. The Deed reads in pertinent parts:

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT, made and entered this 24th day of April, 1979, executed at Bacolod City, Philippines, by and between:

RAFAEL M. MEDALLA, Filipino, of legal age, widower and with residence at Bacolod City, Philippines, now and herein-after called as the VENDOR,

- a n d -

GEORGINA H. HILADO, Filipino, of legal age, single and a resident of Silay City, Philippines, hereinafter called as the VENDEE.

WITNESSETH:

WHEREAS, in a Final Project of Partition dated December 5, 1977, duly signed by all the heirs of Intestate Estate of late Gorgonio Macainan, under Special Proceeding No. 8043 of Court of First Instance of Negros Occidental, both RAFAEL M. MEDALLA and TERESITA M. MAGALONA were adjudicated shares in Lot 1031 and 1030

as well as in Lot No. 789 and 790 of Bacolod Cadastre, otherwise known as “Badyang.”

WHEREAS, for their convenience, both RAFAEL M. MEDALLA and TERESITA M. MEDALLA agreed to consolidate their shares in one location which agreement was embodied in a public document otherwise known as “DEED OF EXCHANGE”;

WHEREAS, in the above-mentioned DEED OF EXCHANGE, VENDOR consolidated his rights and properties all in Lot No. 1031-1030 in the Bacolod Cadastre;

WHEREAS, for and in consideration of the sum of FIFTY THOUSAND PESOS (P50,000.00), Philippine Currency, receipt of which is hereby acknowledged and confessed, VENDOR transfers, sells, and conveys by way of absolute sale unto the VENDEE, her heirs, assigns and successors-in-interest his rights and interest in Lot 1031 and 1030 as adjudged in the project of partition mentioned above and the rights and interests acquired by virtue of a “Deed of Exchange” mentioned above, the same being free from any and all liens and encumbrances;

WHEREAS, the parties agree that all expenses relative to the Transfer of Title and other expenses like taxes, fees, to effect the transfer shall be borne by the VENDOR.[2]

On December 29, 1981, Rafael executed another “Deed of Absolute Sale” (Exh. 6 - Medalla) in favor of petitioner over his share in the Lopez Jaena property in the amount of P25,000.00, the pertinent parts of which stated:

WHEREAS, in the Final Project of Partition dated December 5, 1977 of the Intestate Estate of late Gorgonio Macainan Special Proceedings No. 8043 of the Court of First Instance of Negros Occidental and duly approved by the court dated November 3, 1981, VENDOR was adjudicated shares equal with the rest of the heirs to the following properties, to wit:

5,362 square meters in the Lopez Jaena area, measured along the whole length of Luzuriaga Street and 2,380 hectares in the Alijis area,. . .;

WHEREAS, in order to confine their rights and interests in a single area, a “Deed of Exchange” dated December 4, 1981 was executed by both Rafael M. Medalla and Teresita M. Magalona, one of the heirs, whereby the parties’ rights and interests over the Lopez Jaena area were consolidated over the VENDEE Rafael M. Medalla;

WHEREAS, for and in consideration of TWENTY FIVE THOUSAND PESOS (P25,000.00) Philippine Currency receipt of which is hereby acknowledged and confessed, VENDOR hereby conveys, cedes and transfers his rights and interest over the said properties in favor [of] the VENDEE, her heirs, assigns, and successors-in-interest the above properties by way of absolute sale free from all liens and encumbrances[.][3]

Over the next two years, petitioner and Medalla executed three more contracts concerning Lot No. 1031 and the Lopez Jaena property, to wit: (1) “Memorandum of Agreement,” dated November 2, 1983 (Exh. 7 -Medalla), by virtue of which Rafael sold to petitioner “a parcel of land located at corner Lopez Jaena and Luzuriaga Sts. . . . containing an area of 1,197 square meters” for the amount of P200,000.00, payable in three installments;[4] (2) “Deed of Resale,” dated April 30, 1984 (Exh. 8 -Medalla), whereby petitioner resold to Rafael, for P20,000.00, two of the five hectares in Lot “Nos. 1030 and 1031” subject of the Deed of Absolute Sale dated April 24, 1979 (Exh. 4 - Medalla);[5] and (3) “Agreement,” dated May 10, 1984 (Exh. 10 - Medalla), whereby the parties declared that Lot No. 1030 had been inadvertently included in the “Deed of Absolute Sale,” dated April 24, 1979, and in the “Deed of Resale” of April 30, 1984, when the fact was that the subject of the aforementioned agreements was Lot No. 1031.[6]

In May 1984, Anita Macainan, sister of Rafael’s mother, Berbonia, tried to redeem the property in question from petitioner, but, as she failed to do so, she brought suit on August 24, 1984 against Rafael Medalla and petitioner

for legal redemption in the Regional Trial Court, Branch 43, Bacolod City. Rafael Medalla filed a cross-claim against petitioner, alleging that the deed of sale of April 24, 1979 was in fact an equitable mortgage to secure a loan for P50,000.00 which he had received from petitioner. Rafael alleged -

- - That . . . since the execution of the [April 24, 1979] . . . [Deed] of Absolute Sale, cross-claimant [Rafael Medalla] has been in continuous possession and enjoyment thereof, up to the present;

- - That cross-claimant obtained another loan of P25,000.00 from the cross-defendant giving as security therefor a parcel of land situated at Lopez-Jaena Street, Bacolod City, Philippines, and, as in the case of the mortgage of his rights and interests in Lot Nos. 1030 and 1031 of Bacolod Cadastre, to secure the loan of P50,000.00, was required to execute a Deed of Sale in favor of the cross-defendant [Georgina Hilado];

- - That it was agreed between the cross-claimant and cross-defendant that should the former find a buyer for the mortgaged Lopez-Jaena property, the latter will execute the corresponding deed of sale, deducting from the proceeds of said sale the mortgage obligation of cross-claimant in her favor;

- - That after the cross-claimant found a buyer for his Lopez-Jaena property for the sum of P225,000.00, cross-defendant [Hilado] was informed accordingly, but the latter being interested in the property refused to execute the corresponding deed of sale as had been agreed and instead insisted that she buy the property for the sum of P200,000.00;

- - That on November 2, 1983, a document denominated "Memorandum of Agreement" was executed between the cross-claimant and cross defendant [Hilado], wherein the Lopez-Jaena property of the former was sold to the latter for the sum of P200,000.00. A xerox copy of the said "Memorandum of Agreement" is hereto attached, marked as Annex "A" and made an integral part hereof;

- - That from the consideration of P200,000.00 of the Lopez-Jaena property which the cross-claimant sold to the cross-defendant - [Hilado], the sum of P110,000.00 was deducted therefrom by the cross-defendant and applied to the payment of the loan obligation of cross-claimant of P50,000.00 which was secured by a mortgage on his rights and interests to five (5) hectares in Lot Nos. 1030 and 1031 of Bacolod Cadastre, plus an interest of P60,000.00 for [the] period of only ten months, and the balance in the amount of P90,000.00 was paid in cash to the former by the latter;

- - That the cross-claimant personally demanded from the cross-defendant [Hilado] the release of the mortgage constituted over his rights and interests in five hectares of Lot Nos. 1030 and 1031 of Bacolod Cadastre, since the principal obligation secured thereby had already been fully paid plus an interest of P60,000.00, but cross-defendant, with evident bad faith, refused to release the entire five (5) hectares and, instead, executed in favor of the cross-claimant a "Deed of Resale" covering two hectares only, thus retaining for herself, the other three hectares. A xerox copy of the "Deed of Resale" dated May 3, 1984, is hereto attached, marked as Annex "B" and made an integral part hereof;

- - That subsequently, cross-claimant found out that his rights and interests of five hectares was confined to Lot No. 1031 of Bacolod Cadastre and that he had no interest whatsoever in Lot No. 1030 so that after informing the cross-defendant about the error, a document denominated "Agreement" was executed between the parties rectifying the error. A xerox copy of the said "Agreement" dated May 10, 1984, is hereto attached, marked as Annex "C" and made an integral part hereof;

- - That time and again, cross-claimant demanded upon the cross-defendant for the release of the three hectares in Lot No. 1031, Bacolod Cadastre, as the principal obligation, together with the interest, had been fully paid, but said demands fell upon deaf ears;

- - That because of the continued refusal, with evident bad faith and without any justifiable cause, of the cross-defendant to effect a release or to reconvey to cross-claimant the three (3) hectares in Lot No. 1031 of Bacolod Cadastre, given as security for the loan contracted, notwithstanding that the same had already been

paid together with the interest charged, although there was no stipulation as to how much interest was to be paid, cross-claimant suffered mental anguish, moral shock, serious anxiety, wounded feelings and similar injury for which the cross-defendant should be held liable in the amount of P50,000.00;[7]

In her answer to the complaint, petitioner alleged that Lot No. 1031 was Rafael Medalla's share in the estate of Gorgonio Macainan. As for the cross-claim against her, she denied that the agreement between her and Medalla was a loan agreement but, as denominated, a Deed of Sale, reflecting their true agreement. Petitioner therefore filed counter-claims against Anita Macainan and Rafael Medalla for damages and attorney's fees.[8]

In its decision of March 27, 1991, the trial court dismissed Anita Macainan's complaint, Rafael Medalla's cross-claim, and petitioner's counter-claims and ordered Anita Macainan and Rafael Medalla to solidarily pay petitioner the amount of P10,000.00 as attorney's fees. It ruled that Anita Macainan could no longer redeem the remaining three hectares of Rafael Medalla's share not only because at the time of the sale Lot No. 1031 had already been partitioned and occupied by Gorgonio's heirs but also because Macainan neither tendered payment to petitioner nor consigned the amount in court. With regard to Rafael Medalla's cross-claim against petitioner, the trial court held:

On the second issue, the Court would rule that the transaction entered into by defendant cross [-] claimant [Rafael] Medalla with defendant cross[-]defendant [Georgina] Hilado was one of deed of sale. It has to be observed that at the time the deed of absolute sale was executed by defendant Medalla, he was already in his third year law proper. As such, he had full knowledge of the consequences when he affixed his signature in the aforesaid document. The Court is well convinced that indeed, the intention of defendant-cross claimant Medalla was really to sell his share . . . [in] Lot No. 1031 to defendant cross[-]defendant Hilado. All the formalities required for a valid and enforceable contract have been fully satisfied and the consideration in the amount of P[5]0,000.00 is a fair and reasonable value considering that the aforementioned property is basically an agricultural land. There was no countervailing evidence presented by defendant cross-claimant Medalla to prove that there was fraud or bad faith on the part of defendant cross-defendant Hilado in the execution of the contract. Hence, the deed of absolute sale dated April 24, 1979 covering the [five]-hectare of Lot No. 1031 in favor of defendant cross-defendant Hilado still stands.[9]

Rafael Medalla appealed to the Court of Appeals which, on October 15, 1996, rendered judgment reversing the trial court. It held:

Judging from the issues and allegations advanced by both parties, the main issue in this case boils down . . . to whether the Deed of Absolute Sale (Exh. "3" [also Exh. 4 - Medalla]) executed by both appellant Medalla and appellee Hilado is in fact an equitable mortgage.

. . . .

A perusal of the records would reveal that appellee Hilado offered in evidence a Compromise Agreement of Payment of Delinquent Real Property Taxes dated February 3, 1982 (Exh. "6" -Hilado), (page 260, Records). The said Compromise Agreement, signed by both appellee Hilado and the City Treasurer of Bacolod City, reflects the assessed value of Lot 1031, the subject property of Exh. "3", to be P145,460.00.

. . . It is common knowledge, which this court takes judicial notice of, that the market value of properties at all times exceeds the assessed value of a property. Considering the foregoing, this court can only conclude that the consideration of P50,000.00 in Exh. "3" on a property with an assessed value of P145,460.00 is grossly inadequate.

A sale is equitable mortgage when the price is inadequate (Lazatin v. Court of Appeals, 22 SCRA 736).

As to who is in possession of the subject lot, appellant [Rafael Medalla] has successfully shown by preponderance of evidence that he is in possession of the subject lot. His testimony is not only corroborated by

the testimony of rebuttal witness Ramon Nessia, his tenant, but also by plaintiff herself, Anita Macainan, who is supposed to be hostile to his claim.[10]

Hence, the Court of Appeals ruled:

- the Deed of Sale dated April 24, 1979 is declared as an equitable mortgage;
- the mortgage obligations of defendant-appellant Medalla is found to be extinguished by payment;
- cross-defendant appellee Georgina Hilado is ordered to execute a Deed of Reconveyance in favor of the heirs of defendant-appellant Rafael Medalla over the 3 hectares of Lot 1031 at Pahonocoy, Bacolod City;
- the award of attorney's fees to cross-defendant appellee Georgina Hilado is hereby SET ASIDE.[11]

The Court of Appeals subsequently denied reconsideration of its ruling. Petitioner now seeks a reversal of the decision alleging -

- That the judgment of the Honorable Court of Appeals is premised on a misapprehension of facts.
- That not one of the badges of equitable mortgage under Article 1602 of the Civil Code is present in the instant case.
- That a contract of deed of absolute sale executed is the law between the parties and it is the bounden duty of the contracting parties to learn and know the contents of the said contract.[12]

Under Art. 1602 in relation to Art. 1604 of the Civil Code, a contract purporting to be an absolute sale is presumed to be an equitable mortgage -

- (1) when the price of a sale . . . is unusually inadequate;
- (2) when the vendor remains in possession as lessee or otherwise;
- (3) when 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 thing 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 (emphasis added).

The presence of any of these circumstances is sufficient for a contract to be presumed as an equitable mortgage.[13]

Petitioner contends, however, that contrary to the findings of the Court of Appeals, none of the circumstances provided in Art. 1602 of the Civil Code is present in the case at bar for the following reasons: (1) the assessed value of Lot No. 1031 (P145,000.00), as shown in the compromise tax agreement between her and the City Treasurer of Bacolod, on which the Court of Appeals relied for its finding that the price of the land was unusually inadequate, refers to the value of the entire Lot No. 1031, which has an area of 31.9035 hectares, so that the assessed value of the land per hectare is only P4,559.37, which is less than the P10,000.00 per hectare price paid by petitioner to Rafael Medalla; (2) petitioner took possession of the land shortly after its purchase, paid the real estate taxes thereon, and hired a caretaker, but Medalla repossessed the lot by force; and (3) the "Memorandum of Agreement" of November 2, 1983 (Exh. 7 - Medalla) on the Lopez Jaena property was executed merely to "reflect the total area of the lot sold and to update or correct the amount" of the purchase price.[14]

We find these contentions to be without merit.

It may be that the assessed value of Lot No. 1031 appearing in the tax compromise agreement between petitioner and the City Treasurer of Bacolod in 1982 in the amount of P145,460.00 refers to the value of the entire land consisting of 31.9035 hectares, with the result that the assessed value of the land per hectare is only P4,559.37, which is much less than the amount of P10,000.00 per hectare paid by petitioner to Rafael Medalla. However, there is evidence concerning the market value of lands in the neighborhood showing that the price paid by petitioner was unusually inadequate. After all, the assessed value is usually much less than the market value, which is the sum of money which a person willing, but not compelled to buy, and an owner willing, but not compelled to sell, would agree on as a price to be given and received for such property.[15]

During the trial of the case, Rafael Medalla was set to testify concerning the market value of the lot, but, before he could do so, he suffered a stroke necessitating the taking of his testimony by deposition, during which he presented in evidence a duly notarized Deed of Sale, dated June 22, 1983, executed by his sister, Lourdes Medalla Abela, in favor of George Tan, concerning a lot in Pahanocoy, Bacolod City. Although the lot was only one hectare, or 10,000 square meters, the consideration for the sale was P125,000.00. According to Rafael Medalla (whose testimony is uncontroverted), the lot was adjacent to Lot No. 1031. While, as the Court of Appeals noted, neither the parties to that contract nor the notary public who notarized the sale were presented during the trial, such constitutes competent evidence to show that the market value per hectare of Lot No. 1031 was much more than what petitioner paid to Rafael Medalla.[16]

Nor is it true that petitioner took possession of Medalla's share in Lot No. 1031 upon its "sale" to her. Rafael Medalla's testimony that he remained in possession of his five-hectare share in Lot No. 1031 even after the supposed "sale" was made is corroborated not only by his tenant Ramon Nessia but also by Anita Macainan, who had brought the suit in the lower court. It is thus petitioner who failed to present evidence on her claim that she took possession of the lot after the sale but it was repossessed by force by Rafael Medalla. The manifestation she filed in court to this effect carries no probative value for being self-serving.

Finally, the series of transactions executed by petitioner and Rafael Medalla after the perfection of the "Deed of Absolute Sale" of April 24, 1979, to wit: the "Deed of Absolute Sale" of December 29, 1981 (Exh. 6 - Medalla) and the "Memorandum of Agreement" of November 2, 1983 (Exh. 7 - Medalla), covering the Lopez Jaena property, and the "Deed of Resale" of April 30, 1984 (Exh. 8 - Medalla), concerning two of the five hectares of Medalla's share in Lot No. 1031, taken together with Medalla's testimony and the receipt, dated March 13, 1984 (Exh. 9 - Medalla), issued by Rafael Medalla in favor of petitioner, in the amount of P90,000.00, as "full payment" and "total consideration of the sale embodied in the aforementioned 'Memorandum of Agreement,'" indicate quite clearly that the real intention of the parties was to secure the loans of Medalla. As the Court of Appeals well observed:

[A]ppellant [Medalla] contends that [he took out loans from petitioner but that] his loan obligation to appellee Hilado has been fully paid [by the] proceeds of the sale . . . of the Lopez-Jaena property. . . . On the other hand, appellee Hilado claims otherwise. She avers that their transaction is one of sale which is supported by five written documents, purportedly agreements evidencing a sale which are (a) Deed of Sale dated December 29, 1981 covering lot 1 of Lopez Jaena St., for P25,000.00 (Exh. "6" - Medalla) (b) Memorandum of Agreement dated November 2, 1983 (Exh. 7, Medalla); (c) Deed of Sale dated April 24, 1979 (Exh. "1" - Hilado [also Exh. 4 - Medalla]) ; (d) Deed of Resale dated [April 30,] 1984 (Exh. "2" - Hilado [also Exh. 8 - Medalla]) and (e) Agreement dated May 1[0], 1984 (Exh. "3" - Hilado [also Exh. 10 - Medalla]), (p. 92, Rollo).

Recapitulating the above mentioned transactions, appellant Medalla and appellee Hilado's first transaction in 1979 involved five hectares of Lot 1031 evidenced by a Deed of Absolute Sale (Exh. "3" [also Exh. 4] -

Medalla and Exh. “5” - Hilado) for a consideration of P50,000.00. From the very face of the document nothing can be gleaned that the intentions of the parties were different from what the document stated. In 1981 another transaction was entered into by the parties and this time Lot 1 of the Lopez Jaena property with an area of 5,362 sq. meters was the subject of a Deed of Sale (Exh. 6-Medalla) for a consideration of P25,000.00. Again, this document does not denote a different intention by the parties. Two years after, a Memorandum of Agreement (Exh. “7”- Medalla & “4”- Hilado) was entered into purporting to be a sale executed by the same parties again involving the Lopez Jaena property but this time the consideration involved is P200,000.00 for a much smaller lot of 1,191 square meters. At this point, this court is now in doubt whether the true intentions of the parties in the second deed of sale was truly a sale of the Lopez Jaena property for it is highly extraordinary for a vendor to execute two documents of sale involving properties in the same location with comparatively disproportionate price rates. With these circumstances, we have to agree with appellant’s theory that the Deed of Sale (Exh. 6 - Medalla) with a P25,000.00 consideration is really a mortgage.

[T]o show that the proceeds of the sale was applied to the loans received by [appellant]-Medalla, the latter presented the receipt of P90,000.00, (Exh. “9”) the amount that was left after the loans of P50,000.00 and P25,000.00 and its corresponding accumulated interests and P16,000.00 representing the amount paid by appellee Hilado as back taxes of the property were deducted. This allegation was vehemently denied by Hilado [S]he failed [however] to produce the alleged receipts covering her other payments to Medalla. . . .

....

The Court further observes that after appellant Medalla received the P90,000.00 (see receipt marked Exh. “9”) on March 13, 1984, appellee Hilado executed a Deed of Resale (Exh. “8”) over the 2 hectares of Lot 1031 located at Pahanocoy, Bacolod City on April 30, 1984 for the same price rate of P10,000.00 per hectare. It is very unlikely for one person who had acquired a property for a certain price to sell the same property to the same person five years after for the same price rate, considering that they are unrelated, unless, there has been an understanding between them that the same property will be resold to Medalla after the fulfillment of a resolatory condition.[17]

Petitioner failed to sufficiently explain the “resale” of the two hectares in Lot No. 1031 in 1984 to Medalla for exactly the same price per hectare as that paid by her for the five-hectare lot in 1979 and the lack of receipts for the payment of P200,000.00 for the Lopez Jaena property. Her claim that the “Memorandum of Agreement” of November 2, 1983 concerning the Lopez Jaena property was executed in order “to reflect the total area of the lot sold and to update or correct the amount [of the purchase price]”[18] cannot be given credence not only because the contract is silent on this point but also because it is unusual for her, less than six months after “buying” a piece of land, to agree to “update” the purchase price thereof to an amount which was 700% more than that originally paid for a considerably smaller area.

Similarly, petitioner’s reliance on the fact that, as shown by the tax compromise agreement of February 1982, she appeared to have paid the delinquent taxes on Lot No. 1030 and Lot No. 1031 and the Lopez Jaena property is unavailing in view of Medalla’s uncontroverted testimony that part of the purchase price for the sale of his Lopez Jaena property was applied by petitioner as reimbursement for the taxes she had paid for the aforementioned properties.

In view of the conclusions we have reached, it is unnecessary to pass upon petitioner’s contention that respondents are bound by the terms of the “Deed of Sale” in question as the law between the parties. It will suffice to say that even if a document appears on its face to be a sale, the owner of the property may prove that the contract is really a loan with mortgage and that the document does not express the true intent and agreement of the parties.[19]

WHEREFORE, the decision of the Court of Appeals, dated October 15, 1996, is AFFIRMED.

SO ORDERED.

Bellosillo, (Chairman), Quisumbing, Buena, and De Leon, Jr., JJ., concur.

[1] Per Justice Jose C. De la Rama and concurred in by Justices Emeterio C. Cui and Eduardo G. Montenegro.

[2] Records, p. 151.

[3] Id., p. 157.

[4] Records pp. 159-160.

[5] Id., pp. 161-162.

[6] Id., pp. 164-165.

[7] Answer with Cross-claim, pp. 3-5; id., pp. 18-20.

[8] Records, pp. 31-36.

[9] RTC Decision, p. 9; Records, p. 328.

[10] CA Decision, pp. 8-10; Rollo, pp. 49-51.

[11] CA Decision, p. 13; id., p. 54.

[12] Rollo, pp. 9, 13-14.

[13] Olea v. Court of Appeals, 247 SCRA 274 (1995); Lizares v. Court of Appeals, 226 SCRA 112 (1993).

[14] Rollo, pp. 9-15.

[15] J.M. Tuason & Co., Inc. v. Land Tenure Administration, 31 SCRA 413 (1970).

[16] Opposition to Formal Offer of Exhibits, pp. 1-2; Records, pp. 170-171.

[17] CA Decision, pp. 10-12; Rollo, pp. 51-53.

[18] Rollo, pp. 11-12.

[19] Matanguihan v. Court of Appeals, 275 SCRA 380 (1997); Olea v. Court of Appeals, 247 SCRA 274 (1995).

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