

SIMPLICIO A. PALANCA, PETITIONER, VS. ULYSSIS GUIDES JOINED BY HER HUSBAND LORENZO GUIDES, RESPONDENT.

G.R. NO. 146365. February 28, 2005

Ponente: TINGA, J.

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TINGA, J.:

For review are the Court of Appeals' Decision[1] dated 17 November 1999 and Resolution[2] dated 15 November 2000 in CA-G.R. CV No. 56258, dismissing petitioner's appeal and affirming the Decision[3] of the Regional Trial Court of Bacolod City, Negros Occidental, Branch 42, in Civil Case No. 4721.

On 23 August 1983, petitioner Simplicio Palanca executed a Contract to Sell a parcel of land[4] on installment with a certain Josefa A. Jopson[5] for P11,250.00. In accordance with the contract, Jopson paid petitioner P1,650.00 as her down payment, leaving a balance of P9,600.00.

Sometime in December 1983, Jopson assigned and transferred all her rights and interests over the property in question in favor of the respondent Ulyssis Guides (hereafter simply respondent).[6] In the deed of transfer, respondent undertook to assume the balance of Jopson's account and to pay the same in accordance with the terms and conditions of the Contract to Sell.[7] After reimbursing Jopson P1,650.00, respondent acquired possession of the lot and paid petitioner the stipulated amortizations which were in turn acknowledged by petitioner through receipts issued in the name of respondent.[8]

Believing that she had fully paid the purchase price of the lot, respondent verified the status of the lot with the Register of Deeds, only to find out that title thereto was not in the name of the petitioner as it was covered by Transfer Certificate of Title No. 105742 issued on 26 September 1978 in the name of a certain Carissa T. de Leon. Respondent went to petitioner's office to secure the title to the lot, but petitioner informed her that she could not as she still had unpaid accounts. Thereafter, respondent, through a lawyer, sent a letter to petitioner demanding compliance with his obligation and the release of the title in her name. As petitioner did not heed her demands, respondent, joined by her husband, filed a Complaint[9] for specific performance with damages on 16 December 1987.

Petitioner sought the dismissal of the complaint on the ground of respondent's alleged failure to comply with the mandatory requirement of Presidential Decree (P.D.) No. 1508,[10] since the submitted certification referred to a different defendant, Oscar Rivera who was the manager of petitioner's subdivision, and not petitioner himself.[11] Opposing petitioner's motion, respondent manifested that Rivera appeared in the barangay conference on behalf of petitioner as its subdivision manager. Attached to the opposition was the affidavit of the barangay secretary who admitted that he thought that Rivera should be the one named in the certification since he was the one who appeared at the hearing. The same secretary likewise stated that the date "September 8, 1986" was a clerical error and should have appeared as "September 8, 1987"[12] instead. The trial court denied petitioner's motion to dismiss, noting that the error in the designation of the parties was already corrected by the Lupon Secretary and that there was substantial compliance with P.D. No. 1508.[13]

Respondent alleged that she paid petitioner P14,880.00, which not only fully settled her obligation to him, but in fact overpaid it by P3,620.00. In addition, she claimed that petitioner charged her devaluation charges and illegal interest.[14]

On the other hand, petitioner claimed that the assignment of rights was subject to the condition that respondent shall comply with whatever obligation which Jopson may have had under the contract to sell. He stated that he refused to execute the document of sale in favor of respondent since the latter failed to comply with the said obligations and that respondent had not paid him the complete amount under the contract.[15] He claimed that respondent in fact still had an outstanding balance of P6,949.81, exclusive of charges for registration and documentation.[16]

At the pre-trial in 1989, both parties admitted that Jopson assigned her rights over the property in favor of respondent and respondent paid petitioner the subsequent monthly amortizations on installments. Petitioner likewise acknowledged the payments made by respondent as stated in the statement of accounts initiated by its manager, Oscar Rivera.[17] From the inception of the case until the end of 1994, Atty. Renecito Novero exclusively represented petitioner.

After almost six years and several failed attempts to reach an amicable settlement between the parties, on 16 March 1995, the trial court called the case again for pre-trial.[18] At the said pre-trial, Atty. Teodulo Cario entered his special appearance for petitioner, informing the trial court that Atty. Novero was unavailable. Finding that the crucial issue of the case pertained only to the balance of the purchase price of the lot and upon motion of both counsels, the trial court considered the pre-trial conference closed.[19]

Presentation of respondent's evidence commenced and terminated with Atty. Cario appearing for the petitioner. Several hearings set for the reception of petitioner's evidence were postponed at petitioner's instance. At the last scheduled hearing on 10 November 1995, none appeared for petitioner-whether Atty. Novero, Atty. Cario or even petitioner himself-with nary an explanation for their non- appearance, despite the fact that it was Atty. Cario who sought the resetting of the hearing. The trial court, upon motion of respondent, considered petitioner to have waived his right to present evidence and to have rested his case and accordingly declared the case submitted for decision.[20]

Petitioner sought reconsideration of the Order dated 10 November 1995, claiming that Atty. Novero never knew of the hearing on said date as Atty. Cario did not inform him about it, and that his secretary was in fact informed by a personnel of the trial court that the hearing was reset to 05 December 1995.[21] The motion was denied, with the trial court holding that there was due notice on Atty. Cario who himself had requested the resetting of the hearing to 10 November 1995.[22] A second Motion for Reconsideration was likewise denied on 03 July 1996.[23] With the case submitted for decision anew on 04 November 1996, the trial court rendered the challenged decision, the decretal portion of which reads:

WHEREFORE, premises considered, the court thereby renders judgment in favor of the plaintiff and against the defendant Simplicio A. Palanca, ordering him-

- To execute in favor of plaintiff Ulyssis Guides and her husband, a Deed of Absolute Sale involving Lot 16-B, Block 23, Pcs 15073 of the Bacolod Cadastre consisting of Two Hundred Twenty Five (225) square meters and directing the same defendant to cause the issuance of Transfer Certificate of Title in favor of plaintiff affecting the same lot;

- To pay plaintiff the sum of Ten Thousand (P10,000.00) Pesos as moral damages; the sum of Five Thousand (P5,000.00) Pesos as attorney's fees and the amount of Two Thousand (P2,000.00) Pesos as exemplary

damages;

- To reimburse plaintiff the sum of Two Thousand Five Hundred Eighty (P2,580.00) Pesos corresponding to the amount paid in excess of the total purchase price of Lot 16-B;

- To pay the expenses of this litigation.

SO ORDERED.[24]

On 15 November 1996, petitioner filed his Notice of Appeal.[25] In the Court of Appeals, petitioner claimed that the trial court erred in denying his right to present evidence in support of his cause; in dismissing the complaint a quo for failure to comply with the required barangay conciliation; in considering that respondent overpaid or fully paid him; in ordering him to pay respondent moral and exemplary damages and attorney's fees; and in failing to consider certain terms and conditions of the contract to sell which respondent did not comply with.

In its assailed Decision, the Court of Appeals held that petitioner was afforded due process, having been given the opportunity to present and submit evidence in support of his defense. It agreed with the trial court that there was substantial compliance with Sec. 6 of P.D. No. 1508 on barangay conciliation, and that the proper certification was submitted by respondent. The appellate court also shared the findings of the trial court on the overpayment made by respondent. It added that petitioner's claim for payment of costs of transfer of title, registration and other expenses is unfounded, noting at the same time that the overpayment made by respondent is enough to cover said expenses. Thus, the Court of Appeals concluded that this last argument was a mere afterthought or subterfuge on the part of petitioner.

His Motion for Reconsideration having been denied by the Court of Appeals,[26] petitioner elevated the case to this Court through a Petition for Review on Certiorari.

Petitioner assigns the following errors:

ASSIGNMENT OF ERRORS

With utmost respect, it is submitted that in promulgating the questioned Decision, the Court of Appeals:

I. Has decided a question of substance not in accord with law and applicable decisions of the Supreme Court when it failed to consider that petitioner was unjustly denied of his right to present evidence in support of his cause;

II. Has decided a question of substance not in accord with law and applicable decisions of the Supreme Court when it did not dismiss the case for failure of the plaintiff/respondent to comply with Section 6, P.D. No. 1508;

III. Has decided a question of substance not in accord with law and applicable decision of the Supreme Court when it sustained the trial court's decision finding the therein respondent to have overpaid or fully paid therein petitioner despite very clear evidence to the contrary and despite very clear provisions of their contract to sell, the law between themselves which strongly negate such alleged overpayment;

IV. Has decided a question of substance not in accord with law and applicable decisions of the Supreme Court when it sustained the decision of the trial court ordering therein petitioner to pay respondent moral and exemplary damages as well as attorney's fee notwithstanding the absence of any justification therefore;

V. Has decided a question of substance not in accord with law and applicable decisions of the Supreme Court when it did not consider certain terms and conditions of the Contract to Sell, which is the law between the parties,

which therein respondent failed to comply as well as the terms and conditions which therein respondent must first perform as prerequisite before herein petitioner may be required to transfer or facilitate the transfer of title to the respondent.[27]

In the present petition, petitioner insists that he was unjustly deprived of his right to present evidence in support of his cause when the trial court considered him to have rested his case when he failed to appear during the 10 November 1995 hearing. Claiming that he did not receive any order/notice from the trial court informing him of the hearing, petitioner capitalizes on the affidavit of his secretary who allegedly called the trial court to verify the schedule of hearing, only to be misinformed by a personnel of the court that the hearing was reset to 05 December 1995. He faults the trial court's strict application of the rules against them, considering that it took the said court eight months to resolve petitioner's right to present evidence and about one year to render judgment on the case. He claims that had the trial court allowed him another opportunity to present his evidence, it would have taken only one setting, and it would not do any harm to the parties, much less to the court.[28] Petitioner claims that the judgment rendered by the trial court solely on the basis of respondent's evidence is technically a judgment on default that is discouraged in this jurisdiction.[29]

Petitioner further claims that the Court of Appeals and the trial court erred in ruling that respondent substantially complied with the requirements of P.D. No. on barangay conciliation. He argues that the error in the original certification could not simply be corrected by an affidavit whose affiant was not presented in court, a factor which designates the affidavit as mere hearsay evidence which is bereft of any probative worth.[30]

Petitioner also posits that in view of the clear terms of the contract which bound respondent, the trial court erred in holding that respondent overpaid him. He points to the provision in the contract which states that failure on the part of the vendee to pay three consecutive installments serves to forfeit her rights and interest in the property. Petitioner states that when respondent came into the picture in 1984, ten (10) months had already passed since Jopson made the down payment in 1983. Thus, petitioner claims that the money initially paid by Jopson was already considered lost, gone and forfeited and cannot be credited to respondent.[31]

Petitioner adds that under the contract, the vendee had to pay three percent (3%) monthly as service fee and penalty based on the outstanding account. The ten-month delay in the payment of installments represent a total thirty percent (30%) of the outstanding account, which, according to petitioner, respondent also assumed when she acquired the rights and interests of Jopson in the subject property.[32]

Petitioner mentions a devaluation charge of forty percent (40%) by virtue of the clause in the contract for proportionate adjustment in case of inflation or fluctuation,[33] which was allegedly never questioned by respondent. Anent the Court of Appeals' observation that petitioner's claim for payment of advance costs of transfer of title, registration, documentation and other expenses as mere afterthought, petitioner counters that the charges were expressly provided for in the contract.[34]

Likewise raised as an issue is the aspect that while the Court of Appeals honored the rights of respondent in the contract to sell, it closed its eyes to her corresponding obligations under the same contract. Further, petitioner points to the Deed of Transfer of Rights and Interest With Assumption of Obligations[35] entered into by respondent and Jopson, as well as the receipts issued by Jopson in favor of respondent, which in effect bound respondent to the terms and conditions of the Contract to Sell originally entered into by Jopson and petitioner. According to petitioner, these documents negate the observation of the Court of Appeals that "there is no room for the defendant Palanca to impose charges and penalties (as proposed in the answer) in the absence of a formal agreement between Palanca and Plaintiff to that effect." [36]

Finally, petitioner maintains that the real reason which prevented the transfer of the property to respondent was

the latter's failure to pay in full her obligations, not the fact that the subject lot was still registered in the name of Carissa T. de Leon. In that regard, petitioner argues that he cannot be guilty of bad faith, as respondent cannot feign ignorance of the existence of de Leon's title to the property, the same being covered by a Torrens title which serves as a notice to the whole world. If respondent did not inquire beforehand of the status of the land she was buying, she had none to blame but herself as she "assumed with open hand the risks and adventures of the transaction." [37] Thus, petitioner claims that the trial court's award of moral and exemplary damages had no basis. As regards the grant of attorney's fees, petitioner claims that since he has not yet failed his part of the bargain, he is not obliged to pay attorney's fees. [38]

Respondent claims that by questioning the finding of the lower courts that there was overpayment, petitioner is raising a factual issue which is beyond the ambit of a petition for review, more so that the decisions are based on incontrovertible evidence. In addition, she submits that petitioner's argument that Jopson forfeited her down payment when she failed to religiously pay the installment is untenable, as petitioner did not make any demands for payment of the installment arrears nor declare the payments already made as forfeited, as he in fact accepted all the subsequent payments made by respondent. Respondent claims that this amounts to a waiver on petitioner's part, assuming that the provision regarding automatic forfeiture is valid. Respondent likewise states that petitioner was not able to substantiate his claim of monetary inflation or fluctuation to justify an adjustment in the required payments. [39]

Respondent maintains that petitioner acted in bad faith when he executed the Contract to Sell since he did not indicate therein the title number nor include the technical description of the property, but merely identified it as Lot 16-B. Aside from selling the property which was still in the name of another person, respondent continues, petitioner also failed to cause the subdivision of the same property and thereby precluded transfer of title to respondent. [40]

The Court is not convinced by petitioner's arguments.

Petitioner's main contention is that he was denied due process. The Court notes that petitioner was scheduled to present his evidence on 19 September 1995, but neither he nor his counsel appeared. The hearing was reset to 06 November 1995 and subsequently reset five (5) days later to 10 November. Contrary to petitioner's protestations of being unaware of the hearing, a careful review of the records of the case reveals that Atty. Cario, on behalf of Atty. Novero, was present during the 06 November 1995 hearing. At the hearing, both parties agreed to the resetting of the presentation of petitioner's evidence to 10 November 1995. The same Atty. Cario who appeared at least twice before the trial court for the petitioner signed the Minutes of the 06 November 1995 hearing. [41]

Well-settled is the rule that the negligence of counsel binds the client. The Court agrees with the trial court that notice to Atty. Cario is in fact notice to both petitioner and Atty. Novero in the light of the recorded fact that Atty. Cario had actively participated in the presentation of petitioner's evidence during the previous proceedings. No clearer proof of notice can be had than the signature of Atty. Cario assenting to the resetting of the case. Indeed, neither he nor Atty. Novero can feign ignorance of the said arrangement. As a lawyer, Atty. Cario is bound to exercise a marked degree of diligence in attending to his client's cause. After having been personally informed of the resetting, the circumstance—whether true or contrived—that counsel's secretary was misinformed of the hearing schedule cannot excuse petitioner's and counsel's non-appearance.

The most basic tenet of due process is the right to be heard. A court denies a party due process if it renders its orders without giving such party an opportunity to present its evidence. [42] Thus, in the application of this principle, what is sought to be safeguarded against is not the lack of previous notice, but the denial of the opportunity to be heard. The question is not whether petitioner succeeded in defending his interest, but whether he

had the opportunity to present his side.[43] Petitioner was provided opportunities to present his case but these he utterly squandered.

The Court is not unaware of the number of times hearings before the court a quo had been reset or transferred at the instance of petitioner's counsel. The case was filed in December 1987 and trial commenced only in 1995. With this backdrop, it was taxing for the trial court to accede to requests for resetting and find that the very persons who caused the same had the temerity not to appear on the requested date. If petitioner or his counsel did not appear at the trial and did not inform the court of the reason for such failure, the trial court could not be expected to take the trouble of setting another hearing dates for him. Both petitioner and his counsel gave the impression that he waived his right to present evidence. While petitioner may have lost his right to present evidence, the Court is convinced that he was not denied his day in court.

The Court likewise affirms the finding that there was substantial compliance with Sec. 6 of P.D. No. 1508, respondent having been able to sufficiently explain the clerical errors in the certification to file action earlier submitted and to submit the revised certification which bears the proper caption of the case. Petitioner's attempt to make an issue by distinguishing himself from his manager Oscar Rivera to show that the barangay reconciliation proceedings had not been undertaken fails given the fact that Rivera appeared at the hearings in behalf and at the behest of petitioner who was his subdivision manager.

Now as to the computation of the amount due petitioner.

Petitioner contends that the Court of Appeals and the trial court decided the case in disregard of the Contract to Sell. The Court is not convinced. While there is no denying that respondent assumed the obligations embodied in the contract when she bought the rights to the lot from Jopson, petitioner no longer had the right to demand enforcement thereof.

Primarily preventing petitioner from recovering the amounts claimed from respondent is the effective waiver of these charges. Assuming that said charges are due, petitioner waived the same when he accepted respondent's payments without qualification, without any specific demand for the individual charges he now seeks to recover. The same goes true for the alleged forfeiture of the down payment made by Jopson. From its own Statement of Accounts & Payments Made,[44] petitioner credited to respondent's account the P1,650.00 down payment paid by Jopson at the commencement of the contract. There is no indication that he informed respondent of the alleged forfeiture, much more demanded the payment again of the amount previously paid by Jopson.

Art. 1235 of the Civil Code which provides that "[W]hen the obligee accepts the performance, knowing its incompleteness or irregularity, and without expressing any protest or objection, the obligation is deemed fully complied with," is in point.

Thus, when petitioner accepted respondent's installment payments despite the alleged charges incurred by the latter, and without any showing that he protested the irregularity of such payment, nor demanded the payment of the alleged charges, respondent's liability, if any for said charges, is deemed fully satisfied.

Petitioner anchors his claim of unpaid charges on the Statement of Accounts and Payments Made attached as Annex "C" of respondent's complaint. His reliance thereon is unwarranted. Annex "C" was respondent's evidence, offered as it was as Exhibit "K" to prove the amounts actually paid to petitioner. Considering that petitioner did not present any evidence and was deemed to have waived his right to present evidence, Annex "C" can be considered by the Court for the purpose that it was offered by respondent.

Likewise untenable is petitioner's claim of adjustment of the balance in case of monetary inflation or fluctuation. Petitioner was deemed to have waived his right to present evidence and thus was unable to adduce evidence of

such inflation or fluctuation. Moreover, even if there was such inflation or fluctuation, petitioner did not make a demand on respondent for the satisfaction of the claim.

The Court, however, finds that the trial court and the Court of Appeals erred in computing the overpayment made by respondent. The Contract to Sell stipulates:

- That upon the signing of this Agreement, the VENDEE shall pay the sum of ONE THOUSAND SIX HUNDRED FIFTY ONLY ***** (P 1,650.00) PESOS, as downpayment, and the balance of NINE THOUSAND SIX HUNDRED ONLY ***** (P9,600.00) PESOS SHALL be payable in -120- equal monthly installments within the first five (5) days of each and every succeeding calendar months at the office of the VENDOR in Bacolod City without necessity of demand, together with the interest of ONE PERCENT (1%) monthly based on the outstanding balance. The first installment shall be due and payable on Sept. 30, 1983, and on the same dates monthly thereafter for the succeeding installments.[45]

The trial court, as affirmed by the Court of Appeals, found respondent to have paid petitioner P12,180.00, or P2,580.00 more than the balance of P9,600.00 left unpaid by Jopson. While as discussed above, the penalty charges can no longer be enforced by petitioner, respondent is still liable for the one percent (1%) monthly interest as stated in the contract. As can be clearly seen, the said interest payment is imposed as part of the purchase price and not as a penalty or surcharge. Thus, the said monthly interest should have been included in respondent's initial amortization and thereafter imposed on the remaining balance following each payment made, without need of a demand.

Thus, in addition to the remaining P9,600.00, respondent also had to pay P1,052.90, representing the one percent (1%) interest on the outstanding balance after every payment made, for a total of P10,652.90. Considering that the trial court found respondent to have paid petitioner P12,180.00,[46] respondent overpaid petitioner P1,527.10, and not P2,580.00 as found by the trial court.[47]

In view of the strained relations between the parties precisely as a consequence of the present controversy, there is no need and it is even impractical for the Court to address the issue of respondent's obligation to pay in advance the costs of transfer of title, registration, documentation and other expenses, as well as the P150.00 cost of release of title to petitioner.[48] Verily, most of the disputed items are still undetermined. Apart from ordering the refund of the overpayment, albeit in the reduced amount, the transfer of title to respondent may be accomplished by simply compelling petitioner to execute in favor of respondent a Deed of Absolute Sale and to deliver the Owner's Copy of the Torrens title covering Lot 16-B, Block 23 Pcs-5078 of the Bacolod Cadastre, consisting of two hundred twenty-five (225) square meters, together with all the pertinent documents needed to effect registration of the deed of sale and issuance of a new title in the name of respondent. Needless to say, at that point respondent herself shall have to attend to the process and pay the registration expenses.

On the matter of damages, the Court is in accord with the trial court's findings. Petitioner's assertion that the real reason for the failure to transfer of the title was respondent's incomplete payment holds no water. The Court finds that the real reason for such delay was the fact that the land was still in the name of Carissa de Leon. Petitioner is grasping at straws with his argument that there can be no finding of bad faith as the land was covered by a Torrens title, which serves as a notice to the whole world. That petitioner sold the lot which was then still in the name of another person, and in fact comprised an area bigger than that indicated in the contract to sell speaks of bad faith on his part. Moreover, even assuming that respondent was aware of such a scenario prior to her assumption of the contract, petitioner is still duty-bound to convey title to the land to respondent since the latter has already fully paid the stipulated purchase price.

WHEREFORE, the petition is DENIED. The questioned decision and resolution of the Court of Appeals are

AFFIRMED with MODIFICATION. Petitioner is ordered to return the overpayment in the amount of P1,527.10 to respondent.

Costs against petitioner.

SO ORDERED.

Puno, (Chairman), Austria-Martinez, Callejo, Sr., and Chico-Nazario, JJ., concur.

[1] Promulgated by the Second Division, penned by Associate Justice Conrado M. Vasquez, Jr., Justices Salome A. Montoya and Teodoro P. Regino, concurring; Rollo, pp. 68-79.

[2] Rollo, p. 81.

[3] RTC Records, pp. 262-270.

[4] Id. at 4-6.

[5] The Contract describes the land as:

TRANSFER CERTIFICATE OF TITLE NO. _____

“A parcel of land (lot 16-B, Psd _____, being a portion of Lot 16, Block 23, Pcs 5078, LRC Cad. Rec. No. 55), situated in the City of Bacolod, Island of Negros x x x Containing an area of TWO HUNDRED TWENTY FIVE (225) sq. m., more or less”

[6] RTC Records, p. 180.

[7] Ibid.

[8] Id. at 188-216.

[9] Id. at 1-3.

[10] “Establishing a System of Amicably Settling Disputes at the Barangay Level;” SECTION 6. Conciliation, pre-condition to filing of complaint.—No complaint, petition, action or proceeding involving any matter within the authority of the Lupon as provided in Section 2 hereof shall be filed or instituted in court or any other government office for adjudication unless there has been a confrontation of the parties before the Lupon Chairman or the Pangkat and no conciliation or settlement has been reached as certified by the Lupon Secretary or the Pangkat Secretary, attested by the Lupon or Pangkat Chairman, or unless the settlement has been repudiated. However, the parties may go directly to the court in the following cases:

- (1) Where the accused is under detention;
- (2) Where a person has otherwise been deprived of personal liberty calling for habeas corpus proceedings;
- (3) Actions coupled with provisional remedies such as preliminary injunction, attachment, delivery of personal property and support pendente lite; and
- (4) Where the action may otherwise be barred by the Statute of Limitations.

[11] RTC Records, pp. 19-20. The Certification to File Action originally attached by the respondents in their complaint was captioned “Mrs. Ulysses Guides–Against–Mr. Oscar D. Rivera,” and dated 08 September 1986.

[12] Id. at 24-28.

[13] Id. at 34-35.

[14] Id. at 2.

[15] Answer, Id. at 38.

[16] Id. at 39, 42.

[17] Pre-trial Order dated 06 November 1989, Id. at 65-67.

[18] Id. at 167.

[19] Id. at 167.

[20] Id. at 230.

[21] Id. at 231.

[22] Id. at 237.

[23] Id. at 258.

[24] Id. at 270.

[25] Id. at 271.

[26] Rollo, p. 81.

[27] Id. at 30-31.

[28] Id. at 35.

[29] Id. at 43.

[30] Id. at 47.

[31] Id. at 50.

[32] Ibid.

[33] Id. at 51.

[34] Id. at 52.

[35] RTC Records, p. 180.

[36] Id. at 268.

[37] Rollo, p. 57.

[38] Id. at 59-60.

[39] Id. at 94

[40] Id. at 95.

[41] Id. at 226.

[42] Camarines Norte Electric Cooperative v. Court of Appeals, G.R. No. 109338, 20 November 2000, 345 SCRA 85, 92.

[43] STI Drivers Association v. Court of Appeals, 441 Phil. 166, 174 (2002), citing Villa Rhecar Bus v. De la

Cruz, 157 SCRA 13 (1988).

[44] RTC Records, p. 8.

[45] Id. at 3.

[46] Id. at 268.

[47] Based on the Statement of Accounts & Payments Made, as well as the receipts issued by petitioner, the following balance is derived:

Date Paid Amount Paid[*]

Outstanding Balance

Interest Due

8-18-83 P1,000.00

8-23-83 650.00 P 9,600.00 P 96.00

6-23-84 600.00 9,000.00 90.00

7-25-84 500.00 8,500.00 85.00

9-26-84 300.00 8,200.00 82.00

11-21-84 400.00 7,800.00 78.00

1-19-85 300.00 7,500.00 75.00

1-19-85 300.00 7,500.00 75.00

3-21-85 300.00 7,200.00 72.00

4-20-85 1,000.00 6,200.00 62.00

5-28-95 500.00 5,700.00 57.00

7-3-85 300.00 5,400.00 54.00

7-23-85 500.00 4,900.00 49.00

8-27-85 400.00 4,500.00 45.00

9-18-85 400.00 4,100.00 41.00

10-20-85 200.00 3,900.00 39.00

11-28-85 330.00 3,570.00 35.70

12-24-85 450.00 3,120.00 31.20

2-1-86 400.00 2,720.00 27.20

3-18-86 500.00 2,220.00 22.20

4-15-86 1,500.00 720.00 7.20

8-30-86 300.00 420.00 4.20

9-22-86 400.00 20.00 .20

11-18-86 300.00 0.00

1-31-87 400.00

2-28-87 500.00

4-3-87 300.00

6-4-87 350.00

6-26-87 250.00

8-6-87 300.00 _____

P 14, 080.00 (P 9,600.00) P 1,052.90

* per Statement of Accounts & Payments Made, RTC Records, p. 3

[48] RTC Records, p. 2. The provision reads:

5. Upon compliance of all the terms and conditions herein stipulated by the VENDEE, VENDOR will execute the necessary Deed of Conveyance over the abovesaid lot in favor of the VENDEE and /or his/her/their assigns, free of any lien and encumbrance and shall facilitate the transfer of the title in the name of the VENDEE, provided, that VENDEE shall pay in advance the cost of transfer of title, registration, documentation and other expenses called for, plus the sum of P150.00 as cost of release of title.

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