

**HEIRS OF THE LATE SPOUSES AURELIO AND ESPERANZA BALITE;
NAMELY, ANTONIO T. BALITE, FLOR T. BALITE-ZAMAR, VISITACION
T. BALITE-DIFUNTORUM, PEDRO T. BALITE, PABLO T. BALITE,
GASPA...**

G.R. No. 152168. December 10, 2004

Ponente: PANGANIBAN, J.

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PANGANIBAN, J.:

A deed of sale that allegedly states a price lower than the true consideration is nonetheless binding between the parties and their successors in interest. Furthermore, a deed of sale in which the parties clearly intended to transfer ownership of the property cannot be presumed to be an equitable mortgage under Article 1602 of the Civil Code. Finally, an agreement that purports to sell in metes and bounds a specific portion of an unpartitioned co-owned property is not void; it shall effectively transfer the seller's ideal share in the co-ownership.

The Case

Before us is a Petition for Review[1] under Rule 45 of the Rules of Court, assailing the February 11, 2002 Decision[2] of the Court of Appeals (CA) in CA-GR CV No. 65395. The decretal portion of the Decision reads as follows:

“IN THE LIGHT OF ALL THE FOREGOING, the Decision of the Court a quo subject of the appeal is hereby SET ASIDE AND REVERSED and another Decision is hereby rendered as follows:

- The “Deed of Absolute Sale” (Exhibit “A”) is valid only insofar as the pro indiviso share of Esperanza Balite over the property covered by Original Certificate of Title No. 10824 is concerned;

- The Register of Deeds is hereby ordered to cancel Transfer Certificate of Title No. 6683 and to issue another over the entirety of the property covered by Original Certificate of Title No. 10824, upon the payment of the capital gains tax due, as provided for by law, (based on the purchase price of the property in the amount of P1,000,000.00), with the following as co-owners, over the property described therein:

a) Each of the [petitioners] over an undivided portion of 975 square meters;

b) The [respondent], with an undivided portion of 9,751 square meters.

- The [respondent] is hereby ordered to pay to the [petitioners] the amount of P120,000.00, within a period of five (5) months from the finality of the Decision of this Court;

- In the event that the [respondent] refuses or fails to remit the said amount to the [petitioner] within the period therefor, the rights and obligations of the parties shall be governed by Republic 6552 (Maceda Law).”[3]

The Facts

The CA summarized the facts in this manner:

“The spouses Aurelio x x x and Esperanza Balite were the owners of a parcel of land, located [at] Poblacion (Barangay Molave), Catarman, Northern Samar, with an area of seventeen thousand five hundred fifty-one (17,551) square meters, [and] covered by Original Certificate of Title [OCT] No. 10824. When Aurelio died intestate [in 1985, his wife], Esperanza Balite, and their children, x x x [petitioners] Antonio Balite, Flor Balite-Zamar, Visitacion Balite-Difuntorum, Pedro Balite, Pablo Balite, Gaspar Balite, Cristeta (Tita) Balite and Aurelio Balite, Jr., inherited the [subject] property and became co-owners thereof, with Esperanza x x x inheriting an undivided [share] of [9,751] square meters.

“In the meantime, Esperanza x x x [became] ill and was in dire need of money for her hospital expenses x x x. She, through her daughter, Cristeta, offered to sell to Rodrigo Lim, [her] undivided share x x x for the price of P1,000,000.00. x x x Esperanza x x x and Rodrigo x x x agreed that, under the “Deed of Absolute Sale”, to be executed by Esperanza x x x over the property, it will be made to appear that the purchase price of the property would be P150,000.00, although the actual price agreed upon by them for the property was P1,000,000.00.

“On April 16, 1996, Esperanza x x x executed a “Deed of Absolute Sale” in favor of Rodrigo N. Lim over a portion of the property, covered by [OCT] No. 10824, with an area of 10,000 square meters, for the price of P150,000.00 x x x.

[They] also executed, on the same day, a “Joint Affidavit” under which they declared that the real price of the property was P1,000,000.00, payable to Esperanza x x x, by installments, as follows:

- P30,000.00 – upon signing today of the document of sale.
- P170,000.00 – payable upon completion of the actual relocation survey of the land sold by a Geodetic Engineer.
- P200,000.00 – payable on or before May 15, 1996.
- P200,000.00 – payable on or before July 15, 1996.
- P200,000.00 – payable on or before September 15, 1996.
- P200,000.00 – payable on or before December 15, 1996.

“Only Esperanza and two of her children, namely, Antonio x x x and Cristeta x x x, knew about the said transaction. x x x Geodetic Engineer Bonifacio G. Tasic conducted a subdivision survey of the property and prepared a “Sketch Plan” showing a portion of the property, identified as Lot 243 with an area of 10,000 square meters, under the name Rodrigo N. Lim.

“The “Sketch Plan” was signed by Rodrigo x x x and Esperanza. Thereafter, Rodrigo x x x took actual possession of the property and introduced improvements thereon. He remitted to Esperanza x x x and Cristeta x x x sums of money in partial payments of the x x x property for which he signed “Receipts”.

“Gaspar, Visitacion, Flor, Pedro and Aurelio, Jr. x x x learned of the sale, and on August 21, 1996, they wrote a letter to the Register of Deeds [RD] of Northern Samar, [saying] that they [were] not x x x informed of the sale of a portion of the said property by their mother x x x nor did they give their consent thereto, and requested the [RD] to:

“x x x hold in abeyance any processal or approval of any application for registration of title of ownership in the name of the buyer of said lot, which has not yet been partitioned judicially or extrajudicially, until the issue of the legality/validity of the above sale has been cleared.”

“On August 24, 1996, Antonio x x x received from Rodrigo x x x, the amount of P30,000.00 in partial payment of [the] property and signed a “Receipt” for the said amount, declaring therein that “the remaining balance of P350,000.00 shall personally and directly be released to my mother, Esperanza Balite, only.” However, Rodrigo x x x drew and issued RCBC Check No. 309171, dated August 26, 1996, [payable] to the order of Antonio Balite in

the amount of P30,000.00 in partial payment of the property.

“On October 1, 1996, Esperanza x x x executed a “Special Power of Attorney” appointing her son, Antonio, to collect and receive, from Rodrigo, the balance of the purchase price of the x x x property and to sign the appropriate documents therefor.

“On October 23, 1996, Esperanza signed a letter addressed to Rodrigo informing the latter that her children did not agree to the sale of the property to him and that she was withdrawing all her commitments until the validity of the sale is finally resolved:

x x x x x x x x

“On October 31, 1996, Esperanza died intestate and was survived by her aforementioned children.

“[Meanwhile], Rodrigo caused to be published, in the Samar Reporter, on November 14, 21 and 28, 1996, the aforesaid “Deed of Absolute Sale”. Earlier, on November 21, 1996, Antonio received the amount of P10,000.00 from Rodrigo for the payment of the estate tax due from the estate of Esperanza.

“Also, the capital gains tax, in the amount of P14,506.25, based on the purchase price of P150,000.00 appearing on the “Deed of Absolute Sale”, was paid to the Bureau of Internal Revenue which issued a “Certification” of said payments, on March 5, 1997, authorizing the registration of the “Deed of Absolute Sale” x x x. However, the [RD] refused to issue a title over the property to and under the name of Rodrigo unless and until the owner’s duplicate of OCT No. 10824 was presented to [it]. Rodrigo filed a “Petition for Mandamus” against the RD with the Regional Trial Court of Northern Samar (Rodrigo Lim versus Fernando Abella, Special Civil Case No. 48). x x x. On June 13, 1997, the court issued an Order to the RD to cancel OCT No. 10824 and to issue a certificate of title over Lot 243 under the name of Rodrigo.

“On June 27, 1997, [petitioners] filed a complaint against Rodrigo with the Regional Trial Court of Northern Samar, entitled and docketed as “Heirs of the Spouses Aurelio Balite, et al. versus Rodrigo Lim, Civil Case No. 920, for “Annulment of Sale, Quieting of Title, Injunction and Damages x x x, [the origin of the instant case.]

x x x x x x x x

“The [petitioners] had a “Notice of Lis Pendens”, dated June 23, 1997, annotated, on June 27, 1997, at the dorsal portion of OCT No. 10824.

“In the meantime, the RD cancelled, on July 10, 1997, OCT No. 10824 and issued Transfer Certificate of Title [TCT] No. 6683 to and under the name of Rodrigo over Lot 243. The “Notice of Lis Pendens” x x x was carried over in TCT No. 6683.

“Subsequently, Rodrigo secured a loan from the Rizal Commercial Banking Corporation in the amount of P2,000,000.00 and executed a “Real Estate Mortgage” over the [subject] property as security therefor.

“On motion of the [petitioners], they were granted x x x leave to file an “Amended Complaint” impleading the bank as [additional] party-defendant. On November 26, 1997, [petitioners] filed their “Amended Complaint”.

The [respondent] opposed the “Amended Complaint” x x x contending that it was improper for [petitioners] to join, in their complaint, an ordinary civil action for the nullification of the “Real Estate Mortgage” executed by the respondent in favor of the Bank as the action of the petitioners before the court was a special civil action.

“On March 30, 1998, the court issued an Order rejecting the “Amended Complaint” of the petitioners on the grounds that: (a) the Bank cannot be impleaded as party-defendant under Rule 63, Section 1 of the 1997 Rules of Civil Procedure; (b) the “Amended Complaint” constituted a collateral attack on TCT No. 6683. The [petitioners]

did not file any motion for the reconsideration of the order of the court.”[4]

The trial court dismissed the Complaint and ordered the cancellation of the *lis pendens* annotated at the back of TCT No. 6683. It held that, pursuant to Article 493 of the Civil Code, a co-owner has the right to sell his/her undivided share. The sale made by a co-owner is not invalidated by the absence of the consent of the other co-owners. Hence, the sale by Esperanza of the 10,000-square-meter portion of the property was valid; the excess from her undivided share should be taken from the undivided shares of Cristeta and Antonio, who expressly agreed to and benefited from the sale.

Ruling of the Court of Appeals

The CA held that the sale was valid and binding insofar as Esperanza Balite’s undivided share of the property was concerned. It affirmed the trial court’s ruling that the lack of consent of the co-owners did not nullify the sale. The buyer, respondent herein, became a co-owner of the property to the extent of the *pro indiviso* share of the vendor, subject to the portion that may be allotted to him upon the termination of the co-ownership. The appellate court disagreed with the averment of petitioners that the registration of the sale and the issuance of TCT No. 6683 was ineffective and that they became the owners of the share of Esperanza upon the latter’s death.

The CA likewise rejected petitioners’ claim that the sale was void allegedly because the actual purchase price of the property was not stated in the Deed of Absolute Sale. It found that the true and correct consideration for the sale was P1,000,000 as declared by Esperanza and respondent in their Joint Affidavit. Applying Article 1353[5] of the Civil Code, it held that the falsity of the price or consideration stated in the Deed did not render it void. The CA pointed out, however, that the State retained the right to recover the capital gains tax based on the true price of P1,000,000.

The appellate court rejected petitioners’ contention that, because of the allegedly unconscionably low and inadequate consideration involved, the transaction covered by the Deed was an equitable mortgage under Article 1602 of the Civil Code. Observing that the argument had never been raised in the court *a quo*, it ruled that petitioners were proscribed from making this claim, for the first time, on appeal.

The CA further held that the remaining liability of respondent was P120,000. It relied on the Receipt dated August 24, 1996, which stated that his outstanding balance for the consideration was P350,000. It deducted therefrom the amounts of P30,000 received by Antonio on August 27, 1996; and P200,000, which was the amount of the check dated September 15, 1996, issued by respondent payable to Esperanza.

Finally, the appellate court noted that the mortgage over the property had been executed after the filing of the Complaint. What petitioners should have filed was a supplemental complaint instead of an amended complaint. Contrary to respondent’s argument, it also held that the bank was not an indispensable party to the case; but was merely a proper party. Thus, there is no necessity to implead it as party-defendant, although the court *a quo* had the option to do so. And even if it were not impleaded, the appellate court ruled that the bank would still have been bound by the outcome of the case, as the latter was a mortgagee *pendente lite* over real estate that was covered by a certificate of title with an annotated *lis pendens*.

Hence, this Petition.[6]Issues

In their Memorandum, petitioners present the following issues:

“A

“Whether or not the [CA] seriously erred in not deciding that the Deed of Absolute Sale dated April 16, 1996 is null and void on the grounds that it is falsified; it has an unlawful cause; and it is contrary to law and/or

public policy.

“B

“Whether or not the [CA] gravely erred in not finding that the amount paid by [respondent] is only three hundred twenty thousand (P320,000.00) pesos and that respondent’s claim that he has paid one million pesos except P44,000.00 as balance, is fraudulent and false.

“C

“Whether or not the [CA] seriously erred in not deciding that at the time the Deed of Sale was registered x x x on May 30, 1997, said Deed of Sale can no longer bind the property covered by OCT No. 10824 because said land had already become the property of all the petitioners upon the death of their mother on October 31, 1996 and therefore such registration is functus of[f]icio involving a null and void document.

“D

“Whether or not the [CA] seriously erred in not ruling that petitioners’ amended complaint dated November 27, 1997 was proper and admissible and deemed admitted to conform to evidence presented.

“E

“Whether or not the [CA] seriously erred in not declaring that TCT No. T-6683 in the name of Respondent Rodrigo N. Lim is null and void and all dealings involving the same are likewise null and void and/or subject to the decision of the case at bar in view of the notice of lis pendens annotated therein.

“F

“Even assuming but without admitting that the Deed of Sale is enforceable, the respondent court seriously erred in not deciding that the consideration is unconscionably low and inadequate and therefore the transaction between the executing parties constitutes an equitable mortgage.

“G

“The [CA] greatly erred in not rendering judgment awarding damages and attorney’s fee[s] in favor of petitioners among others.”[7]

In sum, the issues raised by petitioners center on the following: 1) whether the Deed of Absolute Sale is valid, and 2) whether there is still any sum for which respondent is liable.

The Court’s Ruling

The Petition has no merit.

First Issue:

Validity of the Sale

Petitioners contend that the Deed of Absolute Sale is null and void, because the undervalued consideration indicated therein was intended for an unlawful purpose -- to avoid the payment of higher capital gains taxes on the transaction. According to them, the appellate court’s reliance on Article 1353 of the Civil Code was erroneous. They further contend that the Joint Affidavit is not proof of a true and lawful cause, but an integral part of a scheme to evade paying lawful taxes and registration fees to the government.

We have before us an example of a simulated contract. Article 1345 of the Civil Code provides that the simulation of a contract may either be absolute or relative. In absolute simulation, there is a colorable contract but without

any substance, because the parties have no intention to be bound by it. An absolutely simulated contract is void, and the parties may recover from each other what they may have given under the “contract.”[8] On the other hand, if the parties state a false cause in the contract to conceal their real agreement, such a contract is relatively simulated. Here, the parties’ real agreement binds them.[9]

In the present case, the parties intended to be bound by the Contract, even if it did not reflect the actual purchase price of the property. That the parties intended the agreement to produce legal effect is revealed by the letter of Esperanza Balite to respondent dated October 23, 1996[10] and petitioners’ admission that there was a partial payment of P320,000 made on the basis of the Deed of Absolute Sale. There was an intention to transfer the ownership of over 10,000 square meters of the property. Clear from the letter is the fact that the objections of her children prompted Esperanza to unilaterally withdraw from the transaction.

Since the Deed of Absolute Sale was merely relatively simulated, it remains valid and enforceable. All the essential requisites prescribed by law for the validity and perfection of contracts are present. However, the parties shall be bound by their real agreement for a consideration of P1,000,000 as reflected in their Joint Affidavit.[11]

The juridical nature of the Contract remained the same. What was concealed was merely the actual price. Where the essential requisites are present and the simulation refers only to the content or terms of the contract, the agreement is absolutely binding and enforceable[12] between the parties and their successors in interest.

Petitioners cannot be permitted to unmake the Contract voluntarily entered into by their predecessor, even if the stated consideration was included therein for an unlawful purpose. “The binding force of a contract must be recognized as far as it is legally possible to do so.”[13] However, as properly held by the appellate court, the government has the right to collect the proper taxes based on the correct purchase price.

Being onerous, the Contract had for its cause or consideration the price of P1,000,000. Both this consideration as well as the subject matter of the contract -- Esperanza’s share in the property covered by OCT No. 10824 -- are lawful. The motives of the contracting parties for lowering the price of the sale -- in the present case, the reduction of capital gains tax liability -- should not be confused with the consideration.[14] Although illegal, the motives neither determine nor take the place of the consideration. [15]

Deed of Sale not an
Equitable Mortgage

Petitioner further posits that even assuming that the deed of sale is valid it should only be deemed an equitable mortgage pursuant to Articles 1602 and 1604 of the Civil Code, because the price was clearly inadequate. They add that the presence of only one of the circumstances enumerated under Article 1602 would be sufficient to consider the Contract an equitable mortgage. We disagree.

For Articles 1602 and 1604 to apply, two requisites must concur: one, the parties entered into a contract denominated as a contract of sale; and, two, their intention was to secure an existing debt by way of mortgage.[16]

Indeed, the existence of any of the circumstances enumerated in Article 1602, not a concurrence or an overwhelming number thereof, suffices to give rise to the presumption that a contract purporting to be an absolute sale is actually an equitable mortgage.[17] In the present case, however, the Contract does not merely purport to be an absolute sale. The records and the documentary evidence introduced by the parties indubitably show that the Contract is, indeed, one of absolute sale. There is no clear and convincing evidence that the parties agreed upon a mortgage of the subject property.

Furthermore, the voluntary, written and unconditional acceptance of contractual commitments negates the theory

of equitable mortgage. There is nothing doubtful about the terms of, or the circumstances surrounding, the Deed of Sale that would call for the application of Article 1602. The Joint Affidavit indisputably confirmed that the transaction between the parties was a sale.

When the words of a contract are clear and readily understandable, there is no room for construction. Contracts are to be interpreted according to their literal meaning and should not be interpreted beyond their obvious intentment.[18] The contract is the law between the parties.

Notably, petitioners never raised as an issue before the trial court the fact that the document did not express the true intent and agreement of the contracting parties. They raised mere suppositions on the inadequacy of the price, in support of their argument that the Contract should be considered as an equitable mortgage.

We find no basis to conclude that the purchase price of the property was grossly inadequate. Petitioners did not present any witness to testify as to the market values of real estate in the subject's locale. They made their claim on the basis alone of the P2,000,000 loan that respondent had been able to obtain from the Rizal Commercial Banking Corporation. This move did not sufficiently show the alleged inadequacy of the purchase price. A mortgage is a mere security for a loan. There was no showing that the property was the only security relied upon by the bank; or that the borrowers had no credit worthiness, other than the property offered as collateral.

Co-Ownership

The appellate court was correct in affirming the validity of the sale of the property insofar as the pro indiviso share of Esperanza Balite was concerned.

Article 493 of the Civil Code[19] gives the owner of an undivided interest in the property the right to freely sell and dispose of such interest. The co-owner, however, has no right to sell or alienate a specific or determinate part of the thing owned in common, because such right over the thing is represented by an aliquot or ideal portion without any physical division. Nonetheless, the mere fact that the deed purports to transfer a concrete portion does not per se render the sale void.[20] The sale is valid, but only with respect to the aliquot share of the selling co-owner. Furthermore, the sale is subject to the results of the partition upon the termination of the co-ownership.

Hence, the transaction between Esperanza Balite and respondent could be legally recognized only in respect to the former's pro indiviso share in the co-ownership. As a matter of fact, the Deed of Absolute Sale executed between the parties expressly referred to the 10,000-square-meter portion of the land sold to respondent as the share of Esperanza in the conjugal property. Her clear intention was to sell merely her ideal or undivided share in it. No valid objection can be made against that intent. Clearly then, the sale can be given effect to the extent of 9,751 square meters, her ideal share in the property as found by both the trial and the appellate courts.

Transfer of Property

During her lifetime, Esperanza had already sold to respondent her share in the subject parcel; hence her heirs could no longer inherit it. The property she had transferred or conveyed no longer formed part of her estate to which her heirs may lay claim at the time of her death. The transfer took effect on April 16, 1996 (the date the Deed of Absolute Sale was executed), and not on May 30, 1997, when the Deed of Absolute Sale was registered. Thus, petitioners' claim that the property became theirs upon the death of their mother is untenable.

Second Issue:

Respondent's Liability

Petitioners insist that the appellate court erred in holding that respondent's outstanding liability on the Deed of Sale was P120,000, when the Receipts on record show payments in the total amount of P320,000 only. They

argue that the August 24, 1996 Receipt, on which the appellate court based its conclusion, was unreliable.

To begin with, this Court is not a trier of facts. [21] It is not its function to examine and determine the weight of the evidence. Well-entrenched is the doctrine that only errors of law,[22] and not of facts, are reviewable by this Court in a petition for review on certiorari under Rule 45 of the Revised Rules of Court. *Philippine Airlines, Inc. v. Court of Appeals*[23] has held that factual findings of the Court of Appeals are binding and conclusive upon the Supreme Court. These findings may be reviewed[24] only under exceptional circumstances such as, among others, when the inference is manifestly mistaken;[25] the judgment is based on a misapprehension of facts;[26] findings of the trial court contradict those of the CA;[27] or the CA manifestly overlooked certain relevant and undisputed facts that, if properly considered, would justify a different conclusion.[28]

Although the factual findings of the two lower courts were not identical, we hold that in the present case, the findings of the CA are in accord with the documents on record. The trial court admitted in evidence the August 24, 1996 Receipt signed by Antonio Balite. Interestingly, he was never presented in the lower court to dispute the veracity of the contents of that Receipt, particularly the second paragraph that had categorically stated the outstanding balance of respondent as of August 24, 1996, to be P350,000. Furthermore, the evidence shows that subsequent payments of P30,000 and P200,000 were made by the latter. Thus, we affirm the CA's Decision holding that the remaining unpaid balance of the price was P120,000.

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

SO ORDERED.

Sandoval-Gutierrez, Carpio-Morales, and Garcia, JJ., concur.

Corona, J., on leave.

[1] Rollo, pp. 10-52.

[2] Annex A of Petition; *id.*, pp. 53-74. Penned by Justice Romeo J. Callejo Sr. (former chairman of the Eleventh Division and now a member of this Court) and concurred in by Justices Remedios Salazar-Fernando and Perlita J. Tria Tirona (members).

[3] CA Decision, pp. 19-20; *id.*, pp. 72-73.

[4] CA Decision, pp. 2-3; *id.*, pp. 20-21.

[5] Article 1353. The statement of a false cause in contracts shall render them void, if it should not be proved that they were founded upon another cause which is true and lawful.

[6] This case was deemed submitted for decision on November 6, 2003, upon this Court's receipt of petitioners' Reply Memorandum, signed by Atty. Emerito M. Salva. This Court received petitioners' Memorandum on November 4, 2003; while respondent's Memorandum, signed by Atty. Xerxes B. Camacho was received on June 30, 2003.

[7] Petitioner's Memorandum, pp. 24-25; rollo, pp. 499-500.

[8] *Peñalosa v. Santos*, 416 Phil. 12, August 23, 2001; *Velasquez et al. v. Court of Appeals et al.*, 345 SCRA 468, November 22, 2000; *Pangadil v. CFI of Cotabato, Br. I et al.*, 201 Phil. 813, August 31, 1982; Tolentino, *Civil Code of the Philippines* (Vol. IV, 1991), p. 516.

[9] *Velasquez et al. v. Court of Appeals et al.*, *supra*.

[10] Rollo, p. 91.

[11] *Id.*, p. 88.

[12] *Robleza v. Court of Appeals*, 174 SCRA 354, June 28, 1989.

[13] *Lopez v. Vda. De Cuaycong*, 74 Phil. 601, 1944, March 24, per Bocobo, J.

[14] See Article 1351, Civil Code.

[15] See *Amparo Gonzalez and Alfredo Trinidad v. Primitivo Trinidad and Maria Ynares*, 67 Phil. 682, 1939.

[16] *San Pedro v. Lee et al.*, GR No. 156522, May 28, 2004.

[17] Article 1604 of the Civil Code.

[18] Article 1370 of the Civil Code.

[19] Art. 493. Each co-owner shall have the full ownership of his part and of the fruits and benefits pertaining thereto, and he may therefore alienate, assign or mortgage it, and even substitute another person in its enjoyment, except when personal rights are involved. But the effect of the alienation or the mortgage, with respect to the co-owners, shall be limited to the portion which may be allotted to him in the division upon the termination of the co-ownership.

[20] *Del Campo v. Court of Appeals*, 351 SCRA 1, February 1, 2001; *City of Mandaluyong v. Aguilar et al.*, 350 SCRA 487, January 29, 2001.

[21] *Far East Bank and Trust Co. v. CA*, 326 Phil. 15, 18, April 1, 1996, per Hermosisima Jr., J.

[22] *Metropolitan Bank and Trust Co. v. Wong*, 412 Phil. 207, 216, June 26, 2001.

[23] 275 SCRA 621, July 17, 1997.

[24] *Alsua-Betts v. CA*, 92 SCRA 332, July 30, 1979.

[25] *Luna v. Linatoc*, 74 Phil. 15, October 28, 1942.

[26] *De la Cruz v. Sosing*, 94 Phil. 26, 28, November 27, 1953.

[27] *Si v. Court of Appeals*, 342 SCRA 653, October 12, 2000; *Lustan v. Court of Appeals*, 334 Phil. 609, January 27, 1997.

[28] *Larena v. Mapili*, 408 SCRA 484, 489, August 7, 2003; *The Heirs of Felicidad Canque v. CA*, 341 Phil. 738, 750, July 21, 1997.

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