

NUTRIMIX FEEDS CORPORATION, PETITIONER, VS. COURT OF APPEALS AND SPOUSES EFREN AND MAURA EVANGELISTA, RESPONDENTS.*G.R. No. 152219. October 25, 2004*

Ponente: CALLEJO, SR., J.

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For review on certiorari is the Decision[1] of the Court of Appeals in CA-G.R. CV No. 59615 modifying, on appeal, the Joint Decision[2] of the Regional Trial Court of Malolos, Bulacan, Branch 9, in Civil Case No. 1026-M-93[3] for sum of money and damages with prayer for issuance of writ of preliminary attachment, and Civil Case No. 49-M-94[4] for damages. The trial court dismissed the complaint of the respondents, ordering them to pay the petitioner the unpaid value of the assorted animal feeds delivered to the former by the latter, with legal interest thereon from the filing of the complaint, including attorney's fees.

The Factual Antecedents

On April 5, 1993, the Spouses Efren and Maura Evangelista, the respondents herein, started to directly procure various kinds of animal feeds from petitioner Nutrimix Feeds Corporation. The petitioner gave the respondents a credit period of thirty to forty-five days to postdate checks to be issued in payment for the delivery of the feeds. The accommodation was made apparently because of the company president's close friendship with Eugenio Evangelista, the brother of respondent Efren Evangelista. The various animal feeds were paid and covered by checks with due dates from July 1993 to September 1993. Initially, the respondents were good paying customers. In some instances, however, they failed to issue checks despite the deliveries of animal feeds which were appropriately covered by sales invoices. Consequently, the respondents incurred an aggregate unsettled account with the petitioner in the amount of P766,151.00. The breakdown of the unpaid obligation is as follows:

Sales Invoice Number Date Amount

21334 June 23, 1993 P 7,260.00

21420 June 26, 1993 6,990.00

21437 June 28, 1993 41,510.00

21722 July 12, 1993 45,185.00

22048 July 26, 1993 44,540.00

22054 July 27, 1993 45,246.00

22186 August 2, 1993 84,900.00

Total: P275,631.00

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Bank Check Number Due Date Amount

United Coconut
Planters Bank**BTS052084**

July 30, 1993 P 47,760.00

-do-

BTS052087

July 30, 1993 131,340.00

-do-

BTS052091

July 30, 1993 59,700.00

-do-

BTS062721

August 4, 1993 47,860.00

-do-

BTS062720

August 5, 1993 43,780.00

-do-

BTS062774

August 6, 1993 15,000.00

-do-

BTS062748

September 11, 1993 47,180.00

-do-

BTS062763

September 11, 1993 48,440.00

-do-

BTS062766

September 18, 1993 49,460.00

Total: P490,520.00

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When the above-mentioned checks were deposited at the petitioner's depository bank, the same were, consequently, dishonored because respondent Maura Evangelista had already closed her account. The petitioner made several demands for the respondents to settle their unpaid obligation, but the latter failed and refused to pay their remaining balance with the petitioner.

On December 15, 1993, the petitioner filed with the Regional Trial Court of Malolos, Bulacan, a complaint, docketed as Civil Case No. 1026-M-93, against the respondents for sum of money and damages with a prayer for issuance of writ of preliminary attachment. In their answer with counterclaim, the respondents admitted their unpaid obligation but impugned their liability to the petitioner. They asserted that the nine checks issued by respondent Maura Evangelista were made to guarantee the payment of the purchases, which was previously determined to be procured from the expected proceeds in the sale of their broilers and hogs. They contended that inasmuch as the sudden and massive death of their animals was caused by the contaminated products of the petitioner, the nonpayment of their obligation was based on a just and legal ground.

On January 19, 1994, the respondents also lodged a complaint for damages against the petitioner, docketed as Civil Case No. 49-M-94, for the untimely and unforeseen death of their animals supposedly effected by the adulterated animal feeds the petitioner sold to them. Within the period to file an answer, the petitioner moved to dismiss the respondents' complaint on the ground of *litis pendentia*. The trial court denied the same in a Resolution^[5] dated April 26, 1994, and ordered the consolidation of the case with Civil Case No. 1026-M-93. On May 13, 1994, the petitioner filed its Answer with Counterclaim, alleging that the death of the respondents' animals was due to the widespread pestilence in their farm. The petitioner, likewise, maintained that it received information that the respondents were in an unstable financial condition and even sold their animals to settle their obligations from other enraged and insistent creditors. It, moreover, theorized that it was the respondents who mixed poison to its feeds to make it appear that the feeds were contaminated.

A joint trial thereafter ensued.

During the hearing, the petitioner presented Rufino Arenas, Nutrimix Assistant Manager, as its lone witness. He testified that on the first week of August 1993, Nutrimix President Efren Bartolome met the respondents to discuss the possible settlement of their unpaid account. The said respondents still pleaded to the petitioner to continue to supply them with animal feeds because their livestock were supposedly suffering from a disease.^[6]

For her part, respondent Maura Evangelista testified that as direct buyers of animal feeds from the petitioner, Mr. Bartolome, the company president, gave them a discount of P12.00 per bag and a credit term of forty-five to seventy-five days.^[7] For the operation of the respondents' poultry and piggery farm, the assorted animal feeds sold by the petitioner were delivered in their residence and stored in an adjacent bodega made of concrete wall and galvanized iron sheet roofing with monolithic flooring.^[8]

It appears that in the morning of July 26, 1993, three various kinds of animal feeds, numbering 130 bags, were delivered to the residence of the respondents in Sta. Rosa, Marilao, Bulacan. The deliveries came at about 10:00 a.m. and were fed to the animals at approximately 1:30 p.m. at the respondents' farm in Balasing, Sta. Maria, Bulacan. At about 8:30 p.m., respondent Maura Evangelista received a radio message from a worker in her farm,

warning her that the chickens were dying at rapid intervals. When the respondents arrived at their farm, they witnessed the death of 18,000 broilers, averaging 1.7 kilos in weight, approximately forty-one to forty-five days old. The broilers then had a prevailing market price of P46.00 per kilo.[9]

On July 27, 1993, the respondents received another delivery of 160 bags of animal feeds from the petitioner, some of which were distributed to the contract growers of the respondents. At that time, respondent Maura Evangelista requested the representative of the petitioner to notify Mr. Bartolome of the fact that their broilers died after having been fed with the animal feeds delivered by the petitioner the previous day. She, likewise, asked that a technician or veterinarian be sent to oversee the untoward occurrence. Nevertheless, the various feeds delivered on that day were still fed to the animals. On July 27, 1993, the witness recounted that all of the chickens and hogs died.[10] Efren Evangelista suffered from a heart attack and was hospitalized as a consequence of the massive death of their animals in the farm. On August 2, 1993, another set of animal feeds were delivered to the respondents, but the same were not returned as the latter were not yet cognizant of the fact that the cause of the death of their animals was the polluted feeds of the petitioner.[11]

When respondent Maura Evangelista eventually met with Mr. Bartolome on an undisclosed date, she attributed the improbable incident to the animal feeds supplied by the petitioner, and asked Mr. Bartolome for indemnity for the massive death of her livestock. Mr. Bartolome disavowed liability thereon and, thereafter, filed a case against the respondents.[12]

After the meeting with Mr. Bartolome, respondent Maura Evangelista requested Dr. Rolando Sanchez, a veterinarian, to conduct an inspection in the respondents' poultry. On October 20, 1993, the respondents took ample amounts remaining from the feeds sold by the petitioner and furnished the same to various government agencies for laboratory examination.

Dr. Juliana G. Garcia, a doctor of veterinary medicine and the Supervising Agriculturist of the Bureau of Animal Industry, testified that on October 20, 1993, sample feeds for chickens contained in a pail were presented to her for examination by respondent Efren Evangelista and a certain veterinarian.[13] The Clinical Laboratory Report revealed that the feeds were negative of salmonella[14] and that the very high aflatoxin level[15] found therein would not cause instantaneous death if taken orally by birds.

Dr. Rodrigo Diaz, the veterinarian who accompanied Efren at the Bureau of Animal Industry, testified that sometime in October 1993, Efren sought for his advice regarding the death of the respondents' chickens. He suggested that the remaining feeds from their warehouse be brought to a laboratory for examination. The witness claimed that the feeds brought to the laboratory came from one bag of sealed Nutrimix feeds which was covered with a sack.

Dr. Florencio Isagani S. Medina III, Chief Scientist Research Specialist of the Philippine Nuclear Research Institute, informed the trial court that respondent Maura Evangelista and Dr. Garcia brought sample feeds and four live and healthy chickens to him for laboratory examination. In his Cytogenetic Analysis,[16] Dr. Medina reported that he divided the chickens into two categories, which he separately fed at 6:00 a.m. with the animal feeds of a different commercial brand and with the sample feeds supposedly supplied by the petitioner. At noon of the same day, one of the chickens which had been fed with the Nutrimix feeds died, and a second chicken died at 5:45 p.m. of the same day. Samples of blood and bone marrow were taken for chromosome analysis, which showed pulverized chromosomes both from bone marrow and blood chromosomes. On cross-examination, the witness admitted that the feeds brought to him were merely placed in a small unmarked plastic bag and that he had no way of ascertaining whether the feeds were indeed manufactured by the petitioner.

Another witness for the respondents, Aida Viloria Magsipoc, Forensic Chemist III of the Forensic Chemist

Division of the National Bureau of Investigation, affirmed that she performed a chemical analysis[17] of the animal feeds, submitted to her by respondent Maura Evangelista and Dr. Garcia in a sealed plastic bag, to determine the presence of poison in the said specimen. The witness verified that the sample feeds yielded positive results to the tests for COUMATETRALYL Compound,[18] the active component of RACUMIN, a brand name for a commercially known rat poison.[19] According to the witness, the presence of the compound in the chicken feeds would be fatal to internal organs of the chickens, as it would give a delayed blood clotting effect and eventually lead to internal hemorrhage, culminating in their inevitable death.

Paz Austria, the Chief of the Pesticide Analytical Section of the Bureau of Plants Industry, conducted a laboratory examination to determine the presence of pesticide residue in the animal feeds submitted by respondent Maura Evangelista and Dr. Garcia. The tests disclosed that no pesticide residue was detected in the samples received[20] but it was discovered that the animal feeds were positive for Warfarin, a rodenticide (anticoagulant), which is the chemical family of Coumarin.[21]

After due consideration of the evidence presented, the trial court ruled in favor of the petitioner. The dispositive portion of the decision reads:

WHEREFORE, in light of the evidence on record and the laws/jurisprudence applicable thereon, judgment is hereby rendered:

1) in Civil Case No. 1026-M-93, ordering defendant spouses Efren and Maura Evangelista to pay unto plaintiff Nutrimix Feeds Corporation the amount of P766,151.00 representing the unpaid value of assorted animal feeds delivered by the latter to and received by the former, with legal interest thereon from the filing of the complaint on December 15, 1993 until the same shall have been paid in full, and the amount of P50,000.00 as attorney's fees. Costs against the aforementioned defendants; and

2) dismissing the complaint as well as counterclaims in Civil Case No. 49-M-94 for inadequacy of evidence to sustain the same. No pronouncement as to costs.

SO ORDERED.[22]

In finding for the petitioner, the trial court ratiocinated as follows:

On the strength of the foregoing disquisition, the Court cannot sustain the Evangelistas' contention that Nutrimix is liable under Articles 1561 and 1566 of the Civil Code governing "hidden defects" of commodities sold. As already explained, the Court is predisposed to believe that the subject feeds were contaminated sometime between their storage at the bodega of the Evangelistas and their consumption by the poultry and hogs fed therewith, and that the contamination was perpetrated by unidentified or unidentifiable ill-meaning mischief-maker(s) over whom Nutrimix had no control in whichever way.

All told, the Court finds and so holds that for inadequacy of proof to the contrary, Nutrimix was not responsible at all for the contamination or poisoning of the feeds supplied by it to the Evangelistas which precipitated the mass death of the latter's chickens and hogs. By no means and under no circumstance, therefore, may Nutrimix be held liable for the sundry damages prayed for by the Evangelistas in their complaint in Civil Case No. 49-M-94 and answer in Civil Case No. 1026-M-93. In fine, Civil Case No. 49-M-94 deserves dismissal.

Parenthetically, vis-à-vis the fulminations of the Evangelistas in this specific regard, the Court does not perceive any act or omission on the part of Nutrimix constitutive of "abuse of rights" as would render said corporation liable for damages under Arts. 19 and 21 of the Civil Code. The alleged "callous attitude and lack of concern of Nutrimix" have not been established with more definitiveness.

As regards Civil Case No. 1026-M-93, on the other hand, the Court is perfectly convinced that the deliveries of

animal feeds by Nutrimix to the Evangelistas constituted a simple contract of sale, albeit on a continuing basis and on terms or installment payments.[23]

Undaunted, the respondents sought a review of the trial court's decision to the Court of Appeals (CA), principally arguing that the trial court erred in holding that they failed to prove that their broilers and hogs died as a result of consuming the petitioner's feeds.

On February 12, 2002, the CA modified the decision of the trial court. The fallo of the decision reads:

WHEREFORE, premises considered, the appealed decision is hereby MODIFIED such that the complaint in Civil Case No. 1026-M-93 is dismissed for lack of merit.

So ordered.[24]

In dismissing the complaint in Civil Case No. 1026-M-93, the CA ruled that the respondents were not obligated to pay their outstanding obligation to the petitioner in view of its breach of warranty against hidden defects. The CA gave much credence to the testimony of Dr. Rodrigo Diaz, who attested that the sample feeds distributed to the various governmental agencies for laboratory examination were taken from a sealed sack bearing the brand name Nutrimix. The CA further argued that the declarations of Dr. Diaz were not effectively impugned during cross-examination, nor was there any contrary evidence adduced to destroy his damning allegations.

On March 7, 2002, the petitioner filed with this Court the instant petition for review on the sole ground that –

THE HONORABLE COURT OF APPEALS ERRED IN CONCLUDING THAT THE CLAIMS OF HEREIN PETITIONER FOR COLLECTION OF SUM OF MONEY AGAINST PRIVATE RESPONDENTS MUST BE DENIED BECAUSE OF HIDDEN DEFECTS.

The Present Petition

The petitioner resolutely avers that the testimony of Dr. Diaz can hardly be considered as conclusive evidence of hidden defects that can be attributed to the petitioner. Parenthetically, the petitioner asserts, assuming that the sample feeds were taken from a sealed sack bearing the brand name Nutrimix, it cannot decisively be presumed that these were the same feeds brought to the respondents' farm and given to their chickens and hogs for consumption.

It is the contention of the respondents that the appellate court correctly ordered the dismissal of the complaint in Civil Case No. 1026-M-93. They further add that there was sufficient basis for the CA to hold the petitioner guilty of breach of warranty thereby releasing the respondents from paying their outstanding obligation.

The Ruling of the Court

Oft repeated is the rule that the Supreme Court reviews only errors of law in petitions for review on certiorari under Rule 45. However, this rule is not absolute. The Court may review the factual findings of the CA should they be contrary to those of the trial court. Conformably, this Court may review findings of facts when the judgment of the CA is premised on a misapprehension of facts.[25]

The threshold issue is whether or not there is sufficient evidence to hold the petitioner guilty of breach of warranty due to hidden defects.

The petition is meritorious.

The provisions on warranty against hidden defects are found in Articles 1561 and 1566 of the New Civil Code of the Philippines, which read as follows:

Art. 1561. The vendor shall be responsible for warranty against hidden defects which the thing sold may have, should they render it unfit for the use for which it is intended, or should they diminish its fitness for such use to such an extent that, had the vendee been aware thereof, he would not have acquired it or would have given a lower price for it; but said vendor shall not be answerable for patent defects or those which may be visible, or for those which are not visible if the vendee is an expert who, by reason of his trade or profession, should have known them.

Art. 1566. The vendor is responsible to the vendee for any hidden faults or defects in the thing sold, even though he was not aware thereof.

This provision shall not apply if the contrary has been stipulated, and the vendor was not aware of the hidden faults or defects in the thing sold.

A hidden defect is one which is unknown or could not have been known to the vendee.[26] Under the law, the requisites to recover on account of hidden defects are as follows:

- (a) the defect must be hidden;
- (b) the defect must exist at the time the sale was made;
- (c) the defect must ordinarily have been excluded from the contract;
- (d) the defect, must be important (renders thing UNFIT or considerably decreases FITNESS);
- (e) the action must be instituted within the statute of limitations.[27]

In the sale of animal feeds, there is an implied warranty that it is reasonably fit and suitable to be used for the purpose which both parties contemplated.[28] To be able to prove liability on the basis of breach of implied warranty, three things must be established by the respondents. The first is that they sustained injury because of the product; the second is that the injury occurred because the product was defective or unreasonably unsafe; and finally, the defect existed when the product left the hands of the petitioner.[29] A manufacturer or seller of a product cannot be held liable for any damage allegedly caused by the product in the absence of any proof that the product in question was defective.[30] The defect must be present upon the delivery or manufacture of the product;[31] or when the product left the seller's or manufacturer's control;[32] or when the product was sold to the purchaser;[33] or the product must have reached the user or consumer without substantial change in the condition it was sold. Tracing the defect to the petitioner requires some evidence that there was no tampering with, or changing of the animal feeds. The nature of the animal feeds makes it necessarily difficult for the respondents to prove that the defect was existing when the product left the premises of the petitioner.

A review of the facts of the case would reveal that the petitioner delivered the animal feeds, allegedly containing rat poison, on July 26, 1993; but it is astonishing that the respondents had the animal feeds examined only on October 20, 1993, or barely three months after their broilers and hogs had died. On cross-examination, respondent Maura Evangelista testified in this manner:

Atty. Cruz:

Q Madam Witness, you said in the last hearing that believing that the 250 bags of feeds delivered to (sic) the Nutrimix Feeds Corporation on August 2, 1993 were poison (sic), allegedly your husband Efren Evangelista burned the same with the chicken[s], is that right?

A Yes, Sir. Some, Sir.

Q And is it not a fact, Madam Witness, that you did not, as according to you, used (sic) any of these deliveries made on August 2, 1993?

A We were able to feed (sic) some of those deliveries because we did not know yet during that time that it is the

cause of the death of our chicks (sic), Sir.

Q But according to you, the previous deliveries were not used by you because you believe (sic) that they were poison (sic)?

A Which previous deliveries, Sir[?]

Q Those delivered on July 26 and 22 (sic), 1993?

A Those were fed to the chickens, Sir. This is the cause of the death of the chickens.

Q And you stated that this last delivery on August 2 were poison (sic) also and you did not use them, is that right?

Atty. Roxas:

That is misleading.

Atty. Cruz:

She stated that.

Atty. Roxas:

She said some were fed because they did not know yet of the poisoning.

Court:

And when the chickens died, they stopped naturally feeding it to the chickens.

Atty. Cruz:

Q You mean to say, Madam Witness, that although you believe (sic) that the chickens were allegedly poisoned, you used the same for feeding your animals?

A We did not know yet during that time that the feeds contained poison, only during that time when we learned about the same after the analysis.

Q Therefore you have known only of the alleged poison in the Nutrimix Feeds only after you have caused the analysis of the same?

A Yes, Sir.

Q When was that, Madam Witness?

A I cannot be sure about the exact time but it is within the months of October to November, Sir.

Q So, before this analysis of about October and November, you were not aware that the feeds of Nutrimix Feeds Corporation were, according to you, with poison?

A We did not know yet that it contained poison but we were sure that the feeds were the cause of the death of our animals.[34]

We find it difficult to believe that the feeds delivered on July 26 and 27, 1993 and fed to the broilers and hogs contained poison at the time they reached the respondents. A difference of approximately three months enfeebls the respondents' theory that the petitioner is guilty of breach of warranty by virtue of hidden defects. In a span of three months, the feeds could have already been contaminated by outside factors and subjected to many conditions unquestionably beyond the control of the petitioner. In fact, Dr. Garcia, one of the witnesses for the

respondents, testified that the animal feeds submitted to her for laboratory examination contained very high level of aflatoxin, possibly caused by mold (*aspergillus flavus*).^[35] We agree with the contention of the petitioner that there is no evidence on record to prove that the animal feeds taken to the various governmental agencies for laboratory examination were the same animal feeds given to the respondents' broilers and hogs for their consumption. Moreover, Dr. Diaz even admitted that the feeds that were submitted for analysis came from a sealed bag. There is simply no evidence to show that the feeds given to the animals on July 26 and 27, 1993 were identical to those submitted to the expert witnesses in October 1993.

It bears stressing, too, that the chickens brought to the Philippine Nuclear Research Institute for laboratory tests were healthy animals, and were not the ones that were ostensibly poisoned. There was even no attempt to have the dead fowls examined. Neither was there any analysis of the stomach of the dead chickens to determine whether the petitioner's feeds really caused their sudden death. Mere sickness and death of the chickens is not satisfactory evidence in itself to establish a *prima facie* case of breach of warranty.^[36]

Likewise, there was evidence tending to show that the respondents combined different kinds of animal feeds and that the mixture was given to the animals. Respondent Maura Evangelista testified that it was common practice among chicken and hog raisers to mix animal feeds. The testimonies of respondent Maura Evangelista may be thus summarized:

Cross-Examination

Atty. Cruz:

Q

Because, Madam Witness, you ordered chicken booster mash from Nutrimix Feeds Corporation because in July 1993 you were taking care of many chickens, as a matter of fact, majority of the chickens you were taking care [of] were chicks and not chickens which are marketable?

A

What I can remember was that I ordered chicken booster mash on that month of July 1993 because we have some chicks which have to be fed with chicken booster mash and I now remember that on the particular month of July 1993 we ordered several bags of chicken booster mash for the consumption also of our chicken in our other poultry and at the same time they were also used to be mixed with the feeds that were given to the hogs.

Q

You mean to say [that], as a practice, you are mixing chicken booster mash which is specifically made for chick feeds you are feeding the same to the hogs, is that what you want the Court to believe?

A

Yes, Sir, because when you mix chicken booster mash in the feeds of hogs there is a better result, Sir, in raising hogs.^[37]

...

Re-Direct Examination

Atty. Roxas:

Q

Now, you mentioned that shortly before July 26 and 27, 1993, various types of Nutrimix feeds were delivered to you like chicks booster mash, broiler starter mash and hog finisher or hog grower mash. What is the reason

for simultaneous deliveries of various types of feeds?

A

Because we used to mix all those together in one feeding, Sir.

Q

And what is the reason for mixing the chick booster mash with broiler starter mash?

A

So that the chickens will get fat, Sir.

...

Re-Cross Examination

Atty. Cruz:

Q

Madam Witness, is it not a fact that the mixing of these feeds by you is your own concoction (sic) and without the advice of a veterinarian expert to do so?

A

That is common practice among raisers to mix two feeds, Sir.

Q

By yourself, Madam Witness, who advised you to do the mixing of these two types of feeds for feeding your chickens?

A

That is common practice of chicken raisers, Sir.[38]

Even more surprising is the fact that during the meeting with Nutrimix President Mr. Bartolome, the respondents claimed that their animals were plagued by disease, and that they needed more time to settle their obligations with the petitioner. It was only after a few months that the respondents changed their justification for not paying their unsettled accounts, claiming anew that their animals were poisoned with the animal feeds supplied by the petitioner. The volte-face of the respondents deserves scant consideration for having been conjured as a mere afterthought.

In essence, we hold that the respondents failed to prove that the petitioner is guilty of breach of warranty due to hidden defects. It is, likewise, rudimentary that common law places upon the buyer of the product the burden of proving that the seller of the product breached its warranty.[39] The bevy of expert evidence adduced by the respondents is too shaky and utterly insufficient to prove that the Nutrimix feeds caused the death of their animals. For these reasons, the expert testimonies lack probative weight. The respondents' case of breach of implied warranty was fundamentally based upon the circumstantial evidence that the chickens and hogs sickened, stunted, and died after eating Nutrimix feeds; but this was not enough to raise a reasonable supposition that the unwholesome feeds were the proximate cause of the death with that degree of certainty and probability required.[40] The rule is well-settled that if there be no evidence, or if evidence be so slight as not reasonably to warrant inference of the fact in issue or furnish more than materials for a mere conjecture, the court will not hesitate to strike down the evidence and rule in favor of the other party.[41] This rule is both fair and sound. Any

other interpretation of the law would unloose the courts to meander aimlessly in the arena of speculation.[42]

It must be stressed, however, that the remedy against violations of warranty against hidden defects is either to withdraw from the contract (accion redhibitoria) or to demand a proportionate reduction of the price (accion quanti minoris), with damages in either case.[43] In any case, the respondents have already admitted, both in their testimonies and pleadings submitted, that they are indeed indebted to the petitioner for the unpaid animal feeds delivered to them. For this reason alone, they should be held liable for their unsettled obligations to the petitioner.

WHEREFORE, in light of all the foregoing, the petition is GRANTED. The assailed Decision of the Court of Appeals, dated February 12, 2002, is REVERSED and SET ASIDE. The Decision of the Regional Trial Court of Malolos, Bulacan, Branch 9, dated January 12, 1998, is REINSTATED. No costs.

SO ORDERED.

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

[1] Penned by Associate Justice Rodrigo V. Cosico, with Associate Justices Buenaventura J. Guerrero and Eliezer R. De Los Santos, concurring.

[2] Penned by Judge D. Roy A. Masadao, Jr.

[3] The case is entitled “Nutrimix Feeds Corporation v. Spouses Efren Evangelista and Maura Evangelista.”

[4] Entitled “Spouses Efren Evangelista and Maura Evangelista v. Nutrimix Feeds Corporation.”

[5] Records, pp. 54-55. (Civil Case No. 49-M-94)

[6] TSN, 27 November 1995, pp. 22-23.

[7] TSN, 17 April 1996, p. 7.

[8] TSN, 3 July 1996, pp. 13-15.

[9] TSN, 24 July 1996, pp. 15-21.

[10] Id. at 23, 26.

[11] TSN, 26 November 1996, p. 28.

[12] TSN, 9 October 1996, pp. 6-8.

[13] TSN, 31 January 1997, pp. 4, 8.

[14] Exhibit “43.”

[15] Exhibit “44.”

[16] Exhibit “54.”

[17] Exhibit “56.”

[18] Exhibit “56-B.”

[19] Exhibit “56-C.”

[20] Exhibit “57.”

- [21] Exhibit “58.”
- [22] Records, pp. 373-374. (Civil Case No. 1026-M-93)
- [23] Id. at 371-372.
- [24] CA Rollo, p. 184.
- [25] University of the Philippines v. Philab Industries, Inc., G.R. No. 152411, September 29, 2004.
- [26] Dino v. Court of Appeals, 359 SCRA 91 (2001).
- [27] Paras, Civil Code of the Philippines, Annotated, 13[th] ed., Vol. V, pp. 210-211.
- [28] Swift & Company v. Redhead, 122 N.W. 140 (1909).
- [29] Lee Worden v. John Gangelhoff, 241 N.W.2d 650 (1976).
- [30] 63 Am. Jur.2d, Products Liability § 9.
- [31] Clyde Wayne Fitzgerald v. Caterpillar Tractor Co., 683 S.W.2d 162 (1985).
- [32] George E. Fellows v. USV Pharmaceutical Corp., 502 F. Supp. 297 (1980).
- [33] Ford Motor Co. v. K. E. Tidwell, 563 S.W.2d 831 (1978).
- [34] TSN, 6 December 1996, pp. 5-7. (Emphasis supplied.)
- [35] TSN, 31 January 1997, pp. 12-14.
- [36] Poovey v. International Sugar Feed No. 2 Co., 133 S.E. 12 (1926).
- [37] TSN, 26 November 1996, pp. 8-9. (Emphasis supplied.)
- [38] TSN, 6 December 1996, pp. 17-18.
- [39] 63 Am. Jur.2d, Products Liability § 875.
- [40] Edgar Green v. Ralston Purina Co., 376 S.W.2d 119 (1964).
- [41] SWANN v. Martin, 132 S.E. 16 (1926).
- [42] Poovey v. International Sugar Feed No. 2 Co., supra.
- [43] Article 1567 of the Civil Code.

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