

ERLINDA SAN PEDRO, PETITIONER, VS. RUBEN LEE AND LILIAN SISON, RESPONDENTS.

G.R. No. 156522. May 28, 2004

Ponente: YNARES-SATIAGO, J.

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YNARES-SATIAGO, J.:

In this petition for review, we are tasked with determining whether a document denominated as a “Kasulatan ng Ganap na Bilihan ng Lupa” is a deed of absolute sale – as it appears to be on the surface – or merely an equitable mortgage.

Petitioner Erlinda San Pedro initiated this suit against the spouses Ruben[1] Lee and Lilian Sison on November 23, 1994, praying for: (1) a declaration that the document entitled “Kasulatan ng Ganap na Bilihan ng Lupa” is an equitable mortgage and not a sale; (2) the reconveyance of the property subject of the “Kasulatan ng Ganap na Bilihan ng Lupa”; and (3) damages.

The “Kasulatan ng Ganap na Bilihan ng Lupa”, which the parties executed on May 23, 1985 provides as follows:

NA AKONG SI, ERLINDA SAN PEDRO, may sapat na gulang, Pilipino, balo at naninirahan sa 374 Herbosa Street, Tondo, Manila, sa bisa ng kasulatang ito ay nagpapatunay –

Na ako ang tunay at ganap na may-ari at namumusesyon sa isang (1) lagay ng lupa na nakatala sa aking pangalan sa ilalim ng Transfer Certificate of Title No. T-290387 ng Patalaan ng Kasulatan ng Lalawigang Bulakan, na lalong makikilala sa mga sumusunod na palatandaan:

[Technical description follows.]

Na dahil at alang-alang sa halagang ISANG DAAN AT LIMAMPUNG LIBONG PISO (P150,000.00), Salaping Pilipino, na ngayong araw na ito ay ibinayad sa akin at tinanggap ko naman ng buong kasiyahan-loob bilang husto at ganap na kabayaran ni RUBIN T. LEE, may sapat na gulang, Pilipino, kasal kay Lilian Sison at naninirahan sa 230 MacArthur Highway, Karuhatan, Valenzuela, Metro Manila, aking IPINAGBIBILI, ISINASALIN at INILILIPAT ng ganap at patuluyan at walang anumang pasusubali o pananagutan, ang lahat at boo [sic] kong karapatan at pagmamay-ari at pamumusesyon sa nabanggit na lagay ng lupa at mga kaunlaran o mejoras na dito ay makikita o nakatirik o matatagpuan sa nasabing RUBIN T. LEE at sa kanyang mga tagapamana o kahalili.[2]

The document bears two signatures above the typewritten words “ERLINDA SAN PEDRO, Nagbibili”. It contains the signatures of two witnesses, one of whom was Philip dela Torre, and was notarized by a certain Venustiano S. Roxas.[3]

San Pedro’s version of events paints a portrait of an unscrupulous couple, usuriously taking advantage of her financial straits to enrich themselves. Petitioner claims that she desperately needed money to support her children’s college education,[4] and approached one Philip dela Torre, who introduced her to respondent Ruben Lee.[5] From Lee and his wife Lilian Sison, San Pedro was able to secure a loan in the amount of P105,000.00,

with interest of P45,000.00, or a total indebtedness of P150,000.00.[6] As security for this loan, she agreed to mortgage a 17,235-square meter parcel of agricultural land located at San Juan, Balagtas, Bulacan, covered by Transfer Certificate of Title (TCT) No. T-290387.[7] This transaction took place in the office of Atty. Venustiano Roxas, where she met Lee for the first time.[8]

San Pedro claims that Atty. Roxas and Lee coerced her to sign the “Kasulatan ng Ganap na Bilihan ng Lupa” and that the document was executed merely as written evidence of the loan and mortgage. She alleges that Atty. Venustiano Roxas and Ruben Lee told her that the document was just a formality,[9] with the assurance from Atty. Roxas and Lee that respondents would never enforce the contract against her.[10] She readily agreed because she believed in good faith that the spouses were “tunay na tao”. [11] She further claims that she continued in possession of the parcel of land through her tenant, Federico Santos, and continued to receive her landowner’s share of the harvest from 1985 until 1995.[12]

In 1986,[13] petitioner attempted to pay the real property tax on the subject agricultural land.[14] To her surprise, she learned that the property had already been transferred to the names of respondents.[15] She also learned that TCT No. T-290387 had been cancelled and TCT No. RT-41717 (T-305595) had been issued in the name of Ruben Lee.[16]

After saving enough money to pay her indebtedness, San Pedro attempted to redeem her mortgage. She approached Ruben Lee’s brother, Carlito, offering to pay her debt, but she was continually rebuffed.[17] Nine years after the contract was executed, she initiated this suit to recover title to the subject property.

Respondents, on the other hand, present an entirely different version of events. They claim that the sale of the property in question was brokered by their mutual acquaintance and broker, Philip dela Torre.[18] Spouses Lee and Sison are engaged in the real estate business, and believed that San Pedro’s agricultural property would be a good investment. It was disclosed to them that the property had no existing right of way, that it was not tenanted,[19] and that it was low-lying real estate which was prone to flooding during the rainy season.[20] They thus negotiated for the purchase of the property, which had an initial asking price of P200,000.00,[21] and offered to pay P150,000.00 therefor. San Pedro accepted their offer and agreed to sell the land.[22]

Respondents requested that petitioner execute an affidavit of non-tenancy[23] and a written power of attorney authorizing respondents to pay the capital gains taxes and expenses on the registration of the property in their name.[24]

During the trial, petitioner presented four witnesses. The first, Federico Santos, a 61-year-old farmer, testified that he was San Pedro’s tenant and had been tilling her land since 1975,[25] which his parents had been tilling before him.[26] He further claimed that this tenancy relation was uninterrupted until the time of his testimony in 1995, and that he paid San Pedro her owner’s share of the harvest every year.[27] Introduced in evidence were a tenancy agreement between Santos and San Pedro’s mother,[28] and trust receipts dated from 1981 to 1991, all showing payment to San Pedro of 18 cavans of palay.[29]

Petitioner’s second witness, Adela Ortega, claimed to be an experienced broker, engaged in the real estate business since after the Second World War.[30] She testified that the parcel of land which was the subject of the contract in question was grossly undervalued, since she sold similarly located parcels of land in 1985 for around P60.00 per square meter.[31] She also claimed that, in 1995, she sold a piece of agricultural land adjacent to the subject property for P350.00 per square meter.[32]

Juanito Angeles, the third witness for the petitioner, was a Supervising Revenue Examiner in Revenue District 25.[33] He produced Department Order No. 83-94, effective September 25, 1994, which contains zonal valuations

of several municipalities in Bulacan.[34] Based on these zonal valuations, he testified that the price of agricultural lots located in Barangay San Juan, Balagtas, Bulacan ranges from P60.00 per square meter (for lots along the barangay road)[35] to P20.00 per square meter (for interior lots).[36] He also stated that prior to the effectivity of Department Order No. 83-94, the capital gains tax was determined from the consideration or the zonal valuation, whichever was higher.[37]

For their part, respondents presented Carlito Lee, Jose Samaniego, Atty. Amando Tetangco, Philip dela Torre, and Atty. Venustiano Roxas, in addition to respondent Ruben Lee.

Carlito Lee, Ruben's brother, testified that Philip dela Torre introduced him and Ruben to Erlinda San Pedro, who wanted to sell her property.[38] The sale price was originally P200,000.00, which was reduced to P150,000.00 because the agricultural lot in question had no existing right of way and was frequently flooded during the rainy season.[39] Carlito also testified that although the contract of sale was entered into between San Pedro and Ruben Lee, the money for the purchase of the property came from Cenica Hardware, a corporation of which he is a part owner.[40]

Carlito alleged that he and Ruben met with San Pedro on several occasions, in order to negotiate the purchase price and terms of payment.[41] On their second meeting, they requested San Pedro to execute an affidavit of non-tenancy to prove that the property was not occupied.[42] On their third meeting, San Pedro produced the requested affidavit, which was notarized by a certain Atty. Amando Tetangco.[43] They set another meeting, for May 23, 1985, at which San Pedro arrived at the Cenica Hardware store with the affidavit of non-tenancy and the original title of the property.[44] That same day, Carlito and his brother withdrew the amount of P150,000.00 from Solid Bank, and paid San Pedro, for which she signed a receipt.[45] They then proceeded to the office of Atty. Venustiano Roxas for the execution of the contract of sale.[46]

Jose Samaniego, the Municipal Assessor of Balagtas, Bulacan, produced, inter alia, the Declaration of Real Property No. 10786[47] and Declaration of Real Property No. 01846,[48] both in the name of Ruben Lee. Declaration of Real Property No. 10786, for the year 1987, covers the property identified by TCT No. T-305595, and proclaims the market value of this property to be P34,470.00. Declaration of Real Property No. 01846, for the year 1994, is for the property covered by TCT No. T-305595, and identifies the market value of the property to be P137,880.00.

Samaniego explained that the amount appearing on the declaration of real property stands for the value of a certain parcel of land per square meter if the land is residential, commercial or industrial, and per hectare if it is agricultural. The unit value is based on the schedule of market value prepared during the revision, which is approved by the Provincial Assessor and submitted to the Sangguniang Panlalawigan for approval. Thus, the bases for determining unit value are the deed of sale, the payment value and the production cost of the land.[49]

The next witness, Atty. Amando Tetangco, testified that he notarized an affidavit of non-tenancy executed by Erlinda San Pedro sometime in May 1985.[50] He identified his signature on the said affidavit, which he drafted.[51] He also identified the signature of San Pedro, alleging that she caused the preparation of the affidavit,[52] although he admitted that he had never met San Pedro prior to May 17, 1985, the date of execution of the affidavit.[53]

Philip dela Torre, a real estate broker, testified as to the negotiations between San Pedro and Lee regarding the purchase price of the property.[54] The sum of P150,000.00 was finally agreed upon,[55] with the capital gains tax to be paid by Lee.[56] The agreement between the parties was reduced in writing as the "Kasulatan ng Ganap na Bilihan ng Lupa".[57] For his participation in the transaction, dela Torre received a commission of 3%, or P4,500.00.[58] Dela Torre was one of the witnesses to this contract, and identified his signature thereon.[59] He

also identified (1) the signature of San Pedro, who signed the document in his presence,[60] and (2) the document embodying the agreement that Ruben Lee would pay the capital gains tax on the transaction.[61]

Finally, Atty. Venustiano Roxas testified for the respondents. He recalls having prepared and notarized the “Kasulatan ng Ganap na Bilihan ng Lupa”, and identified his signature thereon.[62]

On June 22, 1998, the trial court rendered a decision in favor of petitioner, declaring the contract between petitioner and respondents as one of mortgage and not of sale, and ordering the reconveyance of the property and the payment of damages.

On appeal, the Court of Appeals reversed the trial court, and rendered a decision in favor of respondents, the dispositive portion of which reads:

WHEREFORE, premises considered, the assailed Decision dated 22 June 1998 of the Regional Trial Court of Malolos, Bulacan, Branch 17 is hereby REVERSED and SET ASIDE, and a new one is hereby entered dismissing the Complaint for lack of merit. No pronouncement as to costs.

SO ORDERED.

Hence, this appeal, which raises the sole issue of whether the contract in question is an equitable mortgage or a deed of absolute sale.

The document appears on its face to be a contract of sale, and contains the following clause:

Na dahil at alang-alang sa halagang ISANG DAAN AT LIMAMPUNG LIBONG PISO (P150,000.00), Salaping Pilipino, na ngayong araw na ito ay ibinayad sa akin at tinanggap ko naman ng buong kasiyahang-loob bilang husto at ganap na kabayaran ni RUBIN T. LEE, may sapat na gulang, Pilipino, kasal kay Lilian Sison at naninirahan sa 230 MacArthur Highway, Karuhatan, Valenzuela, Metro Manila, aking IPINAGBIBILI, ISINASALIN at INILILIPAT ng ganap at patuluyan at walang anumang pasusubali o pananagutan, ang lahat at boo [sic] kong karapatan at pagmamay-ari at pamumusesyon sa nabanggit na lagay ng lupa at mga kaunlaran o meoras na dito ay makikita o nakatirik o matatagpuan sa nasabing RUBIN T. LEE at sa kanyang mga tagapamana o kahalili.[63]

Its nomenclature notwithstanding, we are called upon to decide whether the contract is really one of equitable mortgage, in accordance with the statutory presumptions set forth in Article 1602 of the Civil Code, which are applicable to documents purporting to be contracts of absolute sale.[64]

Article 1602 provides:

Art. 1602. The contract shall be presumed to be an equitable mortgage, in any of the following cases:

- (1) When the price of a sale with right to repurchase is unusually inadequate;
- (2) When the vendor remains in possession as lessee or otherwise;
- (3) When upon or after the expiration of the right to repurchase another instrument extending the period of redemption or granting a new period is executed;
- (4) When the purchaser retains for himself a part of the purchase price;
- (5) When the vendor binds himself to pay the taxes on the thing sold;
- (6) In any other case where it may be fairly inferred that the real intention of the parties is that the transaction shall secure the payment of a debt or the performance of any other obligation.

In any of the foregoing cases, any money, fruits, or other benefit to be received by the vendee as rent or

otherwise shall be considered as interest which shall be subject to the usury laws.

It is well-settled that the presence of even one of the foregoing circumstances is sufficient to declare a contract as an equitable mortgage,[65] in consonance with the rule that the law favors the least transmission of property rights.[66] For the presumption of an equitable mortgage to arise under Article 1602, two requisites must concur: (1) that the parties entered into a contract denominated as a sale; and (2) that their intention was to secure an existing debt by way of a mortgage.[67]

After a careful review of the records of the case, we find no cogent reason to disturb the ruling of the Court of Appeals.

Actori incumbit onus probandi.[68] Upon the plaintiff in a civil case, the burden of proof never parts.[69] Plaintiff must therefore establish her case by a preponderance of evidence.[70] She has the burden of presenting evidence required to obtain a favorable judgment,[71] and she, having the burden of proof, will be defeated if no evidence were given on either side.[72]

In this case, it was incumbent upon San Pedro to adduce sufficient evidence to support her claim of an equitable mortgage. Petitioner relies on paragraphs 1, 2, 5 and 6 of Article 1602.[73] Upon an examination of the evidence, we find insufficient basis to conclude the existence of any of the grounds she relied upon.

Anent alleged inadequacy of the purchase price, petitioner presented two witnesses who testified as to the market values of real estate in the subject locale. Neither of these witnesses, however, was able to conclusively demonstrate that the purchase price of the property was grossly inadequate.

The testimony of the purported broker, Adela Ortega, was not given any credence by the Court of Appeals. We quote with approval the ruling of the Court of Appeals on this point:

Plaintiff-appellee's witness Adela Ortega failed to substantiate her allegation that the prevailing price of the subject property at the time of the sale (1985) was P60.00 per square meter. Although Adela Ortega claimed that she was able to sell lots adjacent to the subject property at the said prevailing price, she failed to present proof of such claim despite her reservation to do so. Moreover, Adela Ortega's competency and credibility as an experienced real estate broker is also suspect or questionable. She admitted that she was not aware or familiar with the factors or bases that affect the increase in the value of realty, or how does it influence the zonal valuation made by the local government, which should be very basic to a real estate broker.

The second witness, BIR Revenue Supervisor Juanito Angeles, testified as to the market value of properties in the subject locale as of the effectivity of Department Order No. 83-94, on September 25, 1994. However, it must be noted that Angeles did not testify as to the market value of the locale as of May 23, 1985, the date of the contract in question. Neither did petitioner present any other evidence of the real estate market values as of that date.

Absent any evidence of the market value of the locale as of the date of the contract, it cannot be concluded that the price at which the property was sold, or about P8.70 per square meter, was grossly inadequate. Mere inadequacy of price would not be sufficient. The price must be grossly inadequate,[74] or purely shocking to the conscience.[75] Since the property in question could have been worth as little as P20.00 per square meter in 1994, the price of P8.70 per square meter nine years earlier, in 1985, does not seem to be grossly inadequate. Indeed, respondents' Declaration of Real Property No. 10786, for the year 1987, shows the market value of the property to be only P34,470.00 for that year.

As regards the alleged continuous possession of the property in question, San Pedro presented Federico Santos, who testified that he is a farmer by occupation, currently tilling a farmholding of less than two hectares located at San Juan, Balagtas, Bulacan,[76] owned by Erlinda San Pedro, to whom he has been paying lease rentals of 18

cavans a year.[77] The testimony of the witness was offered to prove that he was the agricultural leasehold tenant of the petitioner on the parcel of land which was described in the complaint.[78]

However, while the witness may have established that he was, indeed, the agricultural tenant of the petitioner, the identity of the parcel of land which he tills and the parcel of land described in the complaint was not established. The “Kasunduan sa Buwisan”[79] entered into between Federico J. Santos and Lourdes Manalo Vda. De San Pedro dated May 14, 1975 reiterates the tenancy relation between witness Santos and the San Pedro family. The parcel of land described therein has an area of 1.5 hectares,[80] while the property subject of the contract in question has an area of 17,235 square meters, or 1.72 hectares. There is therefore no clear indicator that the parcel of land being tilled by Santos is, indeed, the parcel of land subject of the contract between San Pedro and Lee. Although a landowner-tenant relation has been established between San Pedro and Santos, we cannot conclude therefrom that San Pedro was in possession of the property subject of the “Kasulatan ng Ganap na Bilihan ng Lupa” through her tenant Federico Santos.

Petitioner argues that the direct connection between the parcel of land tilled by Santos and the land in question needs no proof, in view of the purported admission by respondents in the course of the proceedings.[81] Specifically, petitioner points to (1) an alleged admission made by respondents’ counsel during the cross-examination of witness Federico Santos on July 3, 1995,[82] and (2) a statement made in respondents’ Comment/Opposition to Plaintiff’s Formal Offer of Evidence, to the effect that petitioner’s exercise of rights of ownership over the parcel of land in question amounts to a usurpation of respondents’ rights as owner of the property.[83] Petitioner relies on Rule 129, Section 4 of the Revised Rules of Court, which provides in part that “[a]n admission, verbal or written, made by a party in the course of the proceedings in the same case, does not require proof”.

An examination of the records of the case, however, will readily disclose that no such admission was made either by respondents or by respondents’ counsel. The question propounded by respondents’ counsel on July 3, 1995, is as follows:

Q Mr. Witness, are you aware of the fact that since 1985 the land you have been cultivating has been transferred in the name of Sps. Ruben Lee and Lilian Sison?

A No, ma’am.[84]

Q

Mr. Witness, are you aware of the fact that since 1985 the land you have been cultivating has been transferred in the name of Sps. Ruben Lee and Lilian Sison?

A No, ma’am.[84]

In the assessment of this Court, said question contains absolutely no admission that the parcel of land tilled by Santos is in fact the parcel of land subject of the contract in question.

We likewise find no admission made in respondents’ Comment/Opposition to Plaintiff’s Formal Offer of Evidence. The alleged admission was made in the comment/objection to petitioner’s Exhibits F to F-14, the Receipts of Payments of Rentals by Federico Santos to Erlinda San Pedro, and reads:

These receipts do not prove rights of ownership. The same even show acts of USURPATION of the Rights of Ownership of the defendants by the plaintiff and her alleged tenant since Title to the property in question is

now in the name of Defendant spouses as Evidenced by TCT No. T-305595. (Ehx. B of the Plaintiff)[85]

On the contrary, what the foregoing portion of the Comment/Objection reveals is that: if Santos was indeed tilling the parcel of land covered by TCT No. T-305595 as a tenant of San Pedro, San Pedro would be guilty of usurpation.

Rule 129, Section 4 of the Revised Rules of Court provides that a judicial admission may be contradicted by showing that it was made through palpable mistake, or that no such admission was made. Petitioner's theory as regards the purported judicial admission is readily contradicted by a perusal of the records, which show that in fact no such admission was made by respondents. We thus find no adequate proof for petitioner's contention that she was exercising possessory rights over the parcel of land covered by TCT No. T-305595.

As a third ground for the establishment of the purported equitable mortgage, petitioner argues that paragraph 5 of Article 1602 is present.[86] Again, petitioner presented no proof that she, as vendor of property, bound herself to pay taxes on the thing sold.

Finally, petitioner relies on Article 1602, paragraph 6, which applies to "any other case where it may be fairly inferred that the real intention of the parties is that the transaction shall secure the payment of a debt or the performance of any other obligation."

In contrast, respondents' witnesses all testified as to the existence of a contract of sale between her and respondent Ruben Lee. Pertinently, Philip dela Torre, who brokered the sale, and Atty. Venustiano Roxas, who prepared the contract in question, were both unequivocal as to the nature of the contract. These two witnesses, whose impartiality was not impugned, both affirmed the sale of the subject property.

Respondents presented documentary evidence which shows that the contract was indeed a sale: (1) a receipt for P150,000.00 dated May 23, 1985, issued by Erlinda San Pedro, attesting full receipt of the amount in question;[87] (2) an authority to pay capital gains tax, executed by Erlinda San Pedro in favor of Ruben Lee;[88] and (3) an affidavit of non-tenancy executed by Erlinda San Pedro.[89]

The "Kasulatan ng Ganap na Bilihan ng Lupa" unequivocally states the absolute sale of the property covered by Transfer Certificate of Title No. T-290387. Being a notarized document, it carries the evidentiary weight conferred upon duly executed instruments provided by law,[90] and is entitled to full faith and credit upon its face.

WHEREFORE, premises considered, the decision of the Court of Appeals dated November 20, 2002, which dismissed the complaint filed by petitioner for lack of merit, is **AFFIRMED**. No pronouncement as to costs.

SO ORDERED.

Panganiban, Carpio, and Azcuna, JJ., concur.

Davide, Jr., C.J., (Chairman), on official leave.

[1] Ruben Lee's name also appears in the Records as "Rubin Lee" and "Rubin T. Lee".

[2] Records, p. 14.

[3] Id.

[4] TSN, 22 September 1995, p. 5.

[5] Id.

- [6] Id., pp. 4-5.
- [7] Id., p. 6.
- [8] Id., pp. 3-4.
- [9] Id., p. 7.
- [10] Id.
- [11] Id.
- [12] Id., p. 8.
- [13] Id., p. 15.
- [14] Id., p. 9.
- [15] Id.
- [16] Id., p. 12.
- [17] Id., pp. 9-14.
- [18] TSN, 8 July 1996, p. 3-4.
- [19] Id., p. 6.
- [20] Id.
- [21] Id., p. 5.
- [22] Id., pp. 7-8.
- [23] Id., p. 9.
- [24] Rollo, pp. 60-61; Records, p. 174.
- [25] TSN, 14 June 1985, pp. 3-4.
- [26] Id., pp. 4-6.
- [27] Id.
- [28] Records, p. 66.
- [29] Id., pp. 67-72.
- [30] TSN, 3 July 1995, p. 8.
- [31] Id., p. 9; TSN, 21 July 1995, p. 3.
- [32] Id., p. 8.
- [33] TSN, 11 September 1995, pp. 3-4.
- [34] Id., pp. 5-8.
- [35] Id., p. 7; Records, pp. 75-77.
- [36] Id.

- [37] Id., pp. 8-11.
- [38] TSN, 9 February 1996, p. 4.
- [39] Id., pp. 6-8.
- [40] Id., p. 18.
- [41] Id., p. 8.
- [42] Id.
- [43] Id., p. 9.
- [44] Id.
- [45] Id., pp. 11-12.
- [46] Id., p. 14.
- [47] Records, p. 169.
- [48] Id., p. 170.
- [49] TSN, 2 October 1996, pp. 12-14.
- [50] TSN, 25 October 1996, pp. 4-5.
- [51] Id., p. 6.
- [52] Id.
- [53] Id., pp. 9-10.
- [54] TSN, 25 November 1996, pp. 6-8.
- [55] Id., pp. 6-7; TSN, May 5, 1997, p. 6.
- [56] Id., p. 8.
- [57] Id., pp. 8-9.
- [58] Id., p. 12.
- [59] Id., p. 9.
- [60] Id., p. 9-10.
- [61] Id., pp. 10-11.
- [62] TSN, 25 June 1997, pp. 5-7.
- [63] Records, p. 14.
- [64] Civil Code, art. 1604.
- [65] *Aguila v. Court of Appeals*, G.R. No. 127347, 25 November 1999, 319 SCRA 247, 251; *Lustan v. Court of Appeals*, G.R. No. 111924, 27 January 1997, 266 SCRA 663, 672.
- [66] *Oronce v. Court of Appeals*, G.R. No. 125766, 19 October 1998, 298 SCRA 133, 156.

[67] Reyes v. Court of Appeals, G.R. No. 134166, 25 August 2000, 339 SCRA 97, 104.

[68] Upon the plaintiff lies the burden of proof.

[69] Jison v. Court of Appeals, 350 Phil. 138, 173 (1998).

[70] Borlongan v. Madrideo, 380 Phil. 215, 223 (2000), citing New Testament Church of God v. Court of Appeals, 246 SCRA 266, 269 (1996), and Republic v. Court of Appeals, 204 SCRA 160, 168 (1991).

[71] Transpacific Supplies, Inc. v. Court of Appeals, G.R. No. 109172, 19 August 1994, 235 SCRA 494, 502; Galdez v. Court of Appeals, G.R. No. 108253, 23 February 1994, 230 SCRA 320, 330.

[72] Summa Insurance Corporation v. Court of Appeals, 323 Phil. 214, 227 (1996).

[73] Rollo, p. 20.

[74] Noel v. Court of Appeals, G.R. No. 59550, 11 January 1995, 240 SCRA 78, 87.

[75] Cachola, Sr. v. Court of Appeals, G.R. No. 97822, 7 May 1992, 208 SCRA 496, 501; Abapo v. Court of Appeals, G.R. No. 128677, 2 March 2000, 327 SCRA 180, 187; Vda. De Cruz v. Carriaga, G.R. Nos. 75109-10, 28 June 1989, 174 SCRA 330, 345-346.

[76] TSN, 14 June 1995, p. 3.

[77] Id., p. 4.

[78] Id., p. 3.

[79] Records, p. 66.

[80] Id.

[81] Rollo, p. 21.

[82] Id.

[83] Id., pp. 21-22.

[84] TSN, 3 July 1995, pp. 6-7.

[85] Rollo, pp. 136-37.

[86] Id., p. 20.

[87] Records, p. 171.

[88] Id., p. 174.

[89] Id., p. 159.

[90] Rule 132, sec. 30 of the Rules of Court reads: "SEC. 30. Proof of notarial documents. – Every instrument duly acknowledged or proved and certified as provided by law, may be presented in evidence without further proof, the certificate of acknowledgment being prima facie evidence of the execution of the instrument or document involved."

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