

**JERRYCO C. RIVERA, Petitioner, vs. HON. COURT OF APPEALS, SPS.
JOSE N. PINEDA and CORAZON PINEDA, Respondents.**

G.R. No. 157040. February 12, 2008

Ponente: AZCUNA, J.

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AZCUNA, J.:

This is a petition for review under Rule 45 of the Revised Rules on Civil Procedure challenging the July 20, 2001 Decision[1] of the Court of Appeals (CA) in CA-G.R. CV No. 51089, which reversed and set aside the August 23, 1995 Decision[2] of the Regional Trial Court of Quezon City, Branch 82, and the January 27, 2003 Resolution[3] denying reconsideration thereof.

On August 25, 1990, private respondents spouses Jose and Corazon Pineda (Spouses Pineda) filed a Complaint for Rescission of Contract, Recovery of Possession and Collection of Rent or Sum of Money against petitioner Jerryco C. Rivera (Rivera). The Complaint alleged that on September 11, 1986 Spouses Pineda and Rivera entered into a contract whereby, in consideration of P400,000, the former mortgaged in favor of the latter a 412.30-sq. m. residential lot located at No. 62 Congressional Road, Barangay Bahay Toro, Quezon City, covered by TCT No. 146291. Moreover, stated in the “Deed of Mortgage with Irrevocable Option to Buy”[4] was the right granted to Rivera to exercise the option to buy the mortgaged property for the sum of P900,000, by paying the additional amount of P500,000, without interest, in accordance with the following schedule of payment:

- (1) November 9, 1986 P83,333.35
- (2) February 15, 1987 83,333.35
- (3) April 15, 1987 83,333.35
- (4) June 15, 1987 83,333.35
- (5) August 15, 1987 83,333.35
- (6) October 15, 1987 83,333.35

Upon execution of the contract, Rivera took possession of the subject property and the owner’s duplicate copy of the title over the lot. He was able to pay the first three installments. As to the June 15, 1987 installment, he paid the amount of P30,000 in cash on May 16, 1987 and P55,000 in check on its due date. The check, however, bounced and was replaced with cash only on August 21, 1987. Thereafter, Rivera never settled the fifth and sixth installments.

Pursuant to a provision in the Deed,[5] Spouses Pineda, through counsel, gave notice[6] to Rivera rescinding the contract and tendering the amount of P400,000 which represents the mortgage indebtedness. As the demand was unheeded, they litigated.

In his Answer with Counterclaim,[7] Rivera asserted that Spouses Pineda have no cause of action as he had

already paid the last two installments due on August 15, 1987 and October 15, 1987. In fact, he allegedly overpaid them in the amount of P79,999.70; hence, he should be reimbursed and an absolute deed of sale must be executed in his favor. Assuming that he was in default, Rivera contended that Spouses Pineda did not make a valid tender of payment of their indebtedness, or even if one was made, they have failed to avail of the legal remedy of consignment. Supposing further that he did not really exercise his option to purchase the subject property, Rivera countered that the mortgage, in effect, remains valid and subsisting due to the failure of Spouses Pineda to pay him P400,000 on October 15, 1987, the deadline stated in the Deed, thus, entitling him to foreclose the property. Lastly, even if Spouses Pineda have valid grounds to ask for the rescission of the Deed, Rivera averred that they are still obliged to return everything they have received by virtue of the contract, including the estimated amount of P400,000 which he spent for the improvements introduced on the property.

Rivera thus prayed:

WHEREFORE, it is respectfully prayed that the complaint be dismissed and plaintiffs be ordered to pay defendant P79,999.70 and execute an absolute deed of sale in defendant's favor to transfer full ownership of the property in question or, in the alternative, in the event that defendant be found to be in default, that the property mortgaged be judicially foreclosed and the additional payments by defendant be ordered returned to him by plaintiffs and, in either case, that plaintiffs be ordered to pay defendant, jointly and severally, the following:

a. P100,000.00

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moral damages;

b. P100,000.00 – exemplary damages;

c. P30,000.00 – attorney's fees plus P800.00 per Court appearance; and

d. The costs of suit.

Other reliefs, just and equitable under the premises, are likewise prayed for.[8]

During the trial, Rivera principally relied on the cash voucher dated June 15, 1987[9] to prove his contention that he has fully paid for the subject property. Said voucher states:

CASH VOUCHER No. _____

Date June 15, 1987

Paid to Mr. Jose N. Pineda & Mrs. Corazon Pineda

Address # 61 Zodiac St. Bel Air, Makati, M.M.

R.C. No. _____ Date Issued _____ Issued At _____

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PARTICULARS AMOUNT

Payment for Notary Public document # 245 page No. 49, Book No. 15,

Series of 1986 of Atty. Josias K. Guinto between Jerryco C. Rivera

& Mr. Jose N. Pineda

Cash on hand.

P245,000.00

Metro Bank check # 099408

P 55,000.00

TOTAL

P300,000.00

PAID BY: DATE

Received from Jerryco C. Rivera the amount of PESOS Three hundred thousand pesos only (P300,000.00) in full payment of amount described above.

APPROVED BY:

(sgd)

By: Corazon A. Pineda (sgd.)^[10]

On its face, the voucher shows the signature of Corazon Pineda confirming her receipt from Emilio Rivera, petitioner's father, of the total amount of P300,000 – P245,000 in cash and P55,000 in Metrobank check – representing the settlement for the last three installments due. Spouses Pineda, however, denied having received the P245,000 cash, reasoning that the mode of payment was always in the form of a check and that they had accepted only the Metrobank check but acknowledged the same in a different voucher. Further, they disputed the genuineness and due execution of the voucher, noting that the signature of Corazon Pineda was forged and that even if such was not the case, the typewritten entries therein were merely intercalated after it was signed to make it appear that Rivera already paid in full.

Upon separate motions filed by Spouses Pineda,^[11] the questioned voucher was submitted for technical examination to the National Bureau of Investigation (NBI), which later on submitted its findings declaring that the signature of Corazon Pineda in the voucher was not forged since her questioned and standard signatures were written by one and the same person.^[12] It concluded, however, that the typewritten entries "Cash on hand P245,000.00," "300,000.00," "Three hundred thousand pesos only," and "300,000.00" were added/intercalated entries.^[13]

On August 23, 1995, the trial court rendered its Decision^[14] dismissing the case:

WHEREFORE, premises considered, judgment is hereby rendered DISMISSING the herein Complaint and ordering the plaintiffs to execute an absolute sale of the property herein involved in favor of the defendant, sufficient in form and substance to transfer full ownership thereof to him. FURTHER, the plaintiffs are hereby ordered to pay to the defendant the following: P100,000.00 as moral and exemplary damages; P20,000.00 as attorney's fees, plus P800.00 per court appearance; and the costs.

SO ORDERED.[15]

Despite the arguments posed by Spouses Pineda, the trial court gave more credence to the NBI reports as well as to the testimonies of Rivera's witnesses when it ruled:

The plaintiffs, however, deny having received the cash of P245,000.00 but admit receiving the P55,000.00 which they claim to be receipted under a different voucher. Upon their own instance, the plaintiffs were authorized by this Court to submit Exhibit "L" (also Exh. "6" for the defendant) to the Questioned Documents Division of the National Bureau of Investigation (NBI) for examination and analysis by its handwriting experts to determine if the signature of plaintiff Corazon Pineda therein is genuine or is a forgery, considering that the plaintiffs denied issuing said voucher. Unfortunately for the plaintiffs, the NBI findings were to the effect [that] the signature of the said plaintiff on the questioned voucher was really hers, and this was confirmed on the witness stand by NBI Senior Examiner Emmanuel de Guzman.

Not to be easily discouraged, plaintiffs' counsel tried to salvage [their] case by calling attention to a supposed intercalation indicated by a [misalignment] of certain words in the voucher and succeeded in eliciting testimony from Senior Examiner de Guzman that this could have been deliberate or caused by a defect in the [typewriter] used and that there was no way of determining if the entries were made before or after the execution of the document. The defendant thus presented Daisy Lazaro who testified that she was present when the questioned document was typed in the former office of Lucio Lazaro at 156 K-9 St., Kamias, Quezon City and that an old TM-Olympia [typewriter] was used which had a defective cylinder and, as such, the words typed were not aligned, as in the case of the words "Cash on Hand" thereon.

This Court finds this explanation more worthy of belief and acceptance, especially considering that plaintiffs' assertion that intercalations were made on the document after the same was signed by plaintiff Corazon Pineda came late and contradicts their original stand that the signature thereon was a forgery. Certainly it would defy logic to indulge in a mere supposition or probability without any evidence to support it. Unless clearly overthrown by ample evidence, the presumption that the signed document contains all the terms agreed upon will continue to prevail. And so this Court holds.

Moreover, the due execution and genuineness of Exhibit "L" was confirmed by plaintiffs' own witness, Emilio [Rivera], whose testimony has been adopted by the defendant (his son) as part of the evidence for the defense. Admittedly, this witness had been the one making payments to the plaintiffs and he testified that there has been full payment of the amounts scheduled in the "Deed of Mortgage with Irrevocable Option to Buy". As a clear indication of his honesty and forthrightness, he even admitted that the overpayment his son claims in fact represents penalty for delayed payments.[16]

Spouses Pineda filed a Notice of Appeal on September 25, 1995.[17] They submitted the Appellants' Brief on October 28, 1996 after three consecutive motions for extension of time to file the same, which were all granted.[18] Rivera, however, filed his Appellee's Brief only on April 11, 1997, eight days following the resolution of the CA submitting the case for decision.[19] For the late filing, the appellee's brief was ordered expunged from the records per Resolution of the CA[20] dated May 9, 1997.

The CA ruled in favor of Spouses Pineda. The dispositive portion of its Decision[21] dated July 20, 2001 states:

WHEREFORE, premises considered, the judgment appealed from is hereby REVERSED and SET ASIDE, and a new one is hereby rendered as follows:

1.)

The Deed of Mortgage with Irrevocable Option to Buy is hereby declared rescinded and with no further force and effect;

2.)

Defendant-appellee is ordered to restore plaintiffs-appellants to the possession of the property in question and to return Transfer Certificate of Title No. 146291 covering the said property and its improvements;

3.)

Defendant-appellee is ordered to pay plaintiffs-appellants the following:

a.)

Rental fee of P10,000.00 per month starting from August 16, 1987 plus legal interest;

b.)

Exemplary damages in the amount of P20,000.00;

c.)

Attorney's fees of P20,000.00, plus P500.00 appearance fee per hearing attended by counsel; and

d.)

Costs of suit;

4.)

The amount of P83,333.35 is declared forfeited in favor of plaintiffs-appellants as agreed upon; and

5.)

Plaintiffs-appellants are directed to reimburse defendant-appellee the total amount of P650,000.00 representing the P400,000.00 downpayment and 75% of the paid installments from November 9, 1986 to June 15, 1987 in the amount of P250,000.05.

SO ORDERED.[22]

The CA differed with the findings of the trial court that there was full payment made on June 15, 1987 and that the alleged overpayment refers to payment of penalty charges due on the delayed installment payment. It held:

We agree with plaintiff-appellant Corazon Pineda. As of June 15, 1987, the remaining amount due from defendant-appellee was merely P250,000.05 consisting of three installments due on June 15, 1987, August 15, 1987 and October 15, 1987 at P83,333.35 each. Considering that there was an advance payment made on May 16, 1987 in the amount of P30,000.00, the balance would have been merely P220,000.05.

The defendant-appellee[,] however[,] claimed to have paid the amount of P300,000.00 as shown in the voucher in question thereby resulting to an alleged overpayment of P79,999.95 which defendant-appellee's father Emilio Rivera claimed to be payment for the penalty charges incurred by defendant-appellee x x x.

The rate of penalty charge for late payment of installment was 14% per annum x x x. Said penalty would have applied to the remaining unpaid amount of P53,333.35 for the installment due on June 15, 1987 considering that an advance payment of P30,000.00 was made on May 16, 1987. If there was indeed payment of penalty charges, the amount would have been merely P1,370.59 or $P53,333.35 \times 14\% \times 67/365$ x x x.

There can be no penalty charges for the installments due on August 15, 1987 and October 15, 1987 since they were allegedly paid on June 15, 1987, and were therefore, advance payments, if indeed made.

However, if there was indeed full payment made on June 15, 1987, there would have been no need for the defendant-appellee to redeem the dishonored check and to pay plaintiffs-appellants the amount of P55,000.00 on August 21, 1987.

The Decision of the CA became final and executory as no appeal or motion for reconsideration was filed by either party. Hence, on August 18, 2001,[23] an Entry of Judgment was issued by the CA.

Almost a year after, on August 9, 2002, Rivera, through a new counsel, Melecio Virgilio Emata Law Offices, filed an Omnibus Motion to Set Aside Entry of Judgment and to Admit Motion for Reconsideration.[24]

Rivera alleged that he was belatedly notified that his counsel of record, Atty. Bernardo T. Dominguez of Madrid Cacho Dominguez and Associates Law Offices, died on April 13, 1994; hence, he had no choice but to personally prepare and file his Appellee's Brief, which was ordered expunged from the records. Moreover, he claimed that it was only on July 23, 2002 that he obtained a copy of the Entry of Judgment, without first receiving the Notice of Judgment prior thereto. Rivera averred that there is nothing in the said Notice that would indicate that he actually received a copy of the CA Decision since the envelope addressed to him containing the judgment was returned unserved by the postmaster. In view of these factors, he asserted that the CA Decision has not yet become final and executory.

The CA, however, resolved to deny the omnibus motion on January 27, 2003,[25] thus:

a.)

While it is true that Atty. Bernardo T. Dominguez, counsel of record for appellee, died of cerebral hemorrhage, this did not deprive appellee of sufficient representation since said counsel was a partner in a law firm. Hence, the appellee's brief should have been prepared and reasonably filed by the firm's other partner who could have taken over the case.

b.) Appellee cannot argue that he was not notified of the Decision dated July 20, 2001 since it was sent by registered mail and was returned unserved after three (3) postal notices. Section 10 of Rule 13 of the 1997 Revised Rules on Civil Procedure states in part that: [S]ervice by registered mail is complete upon actual receipt by the addressee, or after five (5) days from the date he received the first notice of the postmaster..." Therefore, service of said Notice is deemed complete.

c.) New counsel has not filed a Notice of Appearance and therefore has no personality to question the proceedings in this case.[26]

Hence, this petition.

Relevant for our consideration are the following alleged errors of the CA:

I

THAT THE RESPONDENT COURT COMMITTED A GRAVE ABUSE OF ITS DISCRETION IN RESOLVING THE QUESTION OF THE SUPPOSED COMPLETENESS OF SERVICE OF A REGISTERED MAIL MATTER IN A WAY NOT IN ACCORD WITH APPLICABLE DECISIONS OF THIS HONORABLE COURT

II

THAT THE RESPONDENT COURT GRAVELY ABUSED ITS DISCRETION IN DENYING THE PETITIONER'S OMNIBUS MOTION TO SET ASIDE ENTRY OF JUDGMENT AND ADMIT MOTION FOR RECONSIDERATION ON THE GROUND THAT HIS DECEASED LAWYER'S PARTNERS COULD HAVE TAKEN OVER THE CASE

III

THAT THE RESPONDENT COURT COMMITTED A GRAVE ABUSE OF ITS DISCRETION WHEN IT CAPITALIZED ON NEW COUNSEL'S EXCUSABLE OVERSIGHT TO FILE A NOTICE OF

APPEARANCE AS PRECLUDING THE PETITIONER OF HIS RIGHT TO QUESTION THE PROCEEDINGS BELOW, THEREBY DEPRIVING HIM OF DUE PROCESS[27]

On the first assigned error, Rivera argues that Sec. 10, Rule 13 of the Revised Rules on Civil Procedure applies only if the content of or the nature of the document contained in the registered mail matter is indicated on its face. He cited *Cayetano v. Ceguerra and Serrano*[28] wherein the Court ruled that actual knowledge of a decision cannot be attributed to the addressee where there is no showing that the registry notice itself contained any indication that the registered letter was a copy of the decision or that the registry notice refers to the case being ventilated.

As to the second ground, Rivera contends that the law office of Madrid Cacho Dominguez and Associates is one of those firms which is not strictly bound by partnership relationship. Like some other law offices, he claims that it uses a firm name “for the sake of convenience and of approximating a colossal appearance before the eyes of the public or in the consciousness of the clients” despite the reality that the apparent partners obtain and handle clients only in their own individual capacities. According to him, this is the reason why no partner in the law office of Atty. Dominguez took over the case after his death.

Anent the third alleged error, Rivera asserts that to deprive him of representation or his right to question the trial court proceedings by the simple inadvertence of his new lawyer to file a notice of appearance is too harsh a verdict, as if the new counsel does not represent the rights and interests of the client who retained him; to strip him of the right of being represented on the basis of a purely technical omission is to divest him of his right to due process.

The petition is denied.

Entrenched is the rule that a court loses jurisdiction over the case once a decision becomes final and executory.[29] As a matter of course, its power is removed to further alter or amend, much less revoke the judgment.[30] Consequently, the subsequent filing of an appeal or a motion for reconsideration beyond the prescribed period can neither disturb the finality of the decision nor restore jurisdiction to the court.

The rationale is explicable: After a decision is declared final and executory, vested rights are already acquired by the winning party. Just as a losing party has the right to appeal a decision or move for its reconsideration, the winning party also has the correlative right to enjoy its finality.[31]

The Court recognizes though that in exceptional cases the principle may be relaxed in order to remedy manifest injustice attendant to a rigorous application of the rules of procedure but only in instances when the party invoking liberality shows a reasonable or meritorious explanation for such non-compliance.[32]

In this case, the Court finds no ample basis to consider the same as falling within the exception.

A review of the records indicated the copy of the CA Decision which was mailed to Rivera bore the notation “returned to sender – unclaimed.” Under Sec. 10, Rule 13 of the Revised Rules on Civil Procedure, service by registered mail is deemed completed upon actual receipt by the addressee or after five (5) days from the date the addressee received the first notice of the postmaster, whichever date is earlier. In the present case, not just one but three registry notices were sent by the postmaster but the same proved futile. Despite earnest efforts made for Rivera to obtain the mail matter, the latter failed to claim it. This appears to be perplexing considering that Rivera did not even change his address from the time he filed his appellant’s brief up to the date the assailed Decision was promulgated. Neither was there allegation on his part that the address written in the registered mail was incorrect.

Parenthetically, *Cayetano v. Ceguerra and Serrano* is not applicable to the instant case. There, plaintiff Catalina

Cayetano instituted a civil case for foreclosure of real estate mortgage against defendants-spouses Osmundo Ceguerra and Felina Serrano. Within the reglementary period, defendants filed an Answer in the form of a letter. In spite of the letter-answer, defendants were, upon motion of plaintiff, declared in default and plaintiff was allowed to present her evidence ex parte. Eventually, the trial court rendered judgment in favor of the plaintiff. It appeared, however, that the decision never became known to the defendants, as the same had been returned to the court unclaimed. The decision became final and executory. Subsequently, when defendants were served with a copy of a writ of execution, the matter was referred to a counsel, who then filed a petition for relief from judgment. The trial court denied the petition for being filed out of time. On appeal, it was held that:

This Court, however, cannot justly attribute upon defendants actual knowledge of the decision, because there is no showing that the registry notice itself contained any indication that the registered letter was a copy of the decision, or that the registry notice referred to the case being ventilated. We cannot exact a strict accounting of the rules from ordinary mortals, like defendants.[33]

The ruling is but reasonable considering that defendants were represented by counsel only at the time of the filing of the petition for relief. Prior thereto, the defendants had no idea as to the import of obtaining a copy of the adverse decision and as to the legal procedures to be observed in order to safeguard their rights.

On the contrary, in this case, it is plausible to think that Rivera's indifference to heed the postmaster's three (3) notices was done deliberately because he already knew of the adverse CA ruling prior to July 23, 2002, purportedly the date when a "friend" belatedly informed him of the Entry of Judgment.

Notably, other than Rivera's self-serving declaration, no supporting affidavit was shown to reveal the identity of his supposed "friend" who could objectively attest to the details and veracity of his claim. More importantly, the record clearly shows that a notice of judgment and a copy of the Decision were sent not only to Rivera (for his own personal use) but also to the law office of Madrid Cacho Dominguez and Associates, the counsel of record, as well.[34] Hence, this Court cannot easily subscribe to his plea that due consideration must be given to the death of Atty. Dominguez as his (Rivera) case is not a law office account:

First: The rules provide that if a party is appearing by counsel, service upon him shall be made upon his counsel or any one of them, unless service upon the party himself is ordered by the court.[35] In this case, the law office of Madrid Cacho Dominguez and Associates had been appearing in behalf of Rivera until the judgment was rendered by the CA. As no formal withdrawal of appearance was timely filed during the pendency of the case, said law firm remains to be the counsel of record entitled to receive court notices and orders. The fact that the counsel of record was given a copy, which in this case was not returned unserved for any reason, is the controlling matter. Notice sent to counsel of record is binding upon the client, and the neglect or failure of counsel to inform his client of an adverse judgment resulting in the loss of right to appeal will not justify the setting aside of a judgment that is valid and regular on its face.[36]

Second: As the counsel of record, the law office of Madrid Cacho Dominguez and Associates is duty bound to protect the cause of Rivera through the timely filing of a motion for reconsideration with the CA. With the lackadaisical attitude of the law firm to properly treat the case, Rivera must necessarily suffer. It is a doctrinal rule that the negligence of the counsel binds the client.

Third: Granting that the law office of Madrid Cacho Dominguez and Associates indeed exists in paper rather than in reality, this does not alter the fact that it still received the notice of judgment and a copy of the CA Decision in behalf of Rivera. To stress, all that the rules of procedure require in regard to service by registered mail is to have the postmaster deliver the same to the addressee himself or to a person of sufficient discretion to receive the same.[37] The paramount consideration is that the registered mail is delivered to the recipient's address and

received by a person who would be able to appreciate the importance of the papers delivered to him, even if that person is not a subordinate or employee of the recipient or authorized by a special power of attorney.[38] Whether Rivera is a client of the law office or only that of Atty. Dominguez, it is undoubted that the ostensible partners of the law firm, which is still existing and not yet dissolved, know by heart the significance of reporting the content of the mail matter to Rivera or, at the very least, notifying him of the receipt thereof.

And Fourth: Rivera has only himself to blame if the law office still receive court notices and orders in his behalf despite the death of Atty. Dominguez, who is alleged to be personally handling the case. It must be emphasized that he only raised the issue as a mere afterthought in his tardily filed motion for reconsideration when all had already been lost instead of promptly stating the same in his appellee's brief, which was also filed out of time, so that the CA could have been guided accordingly. Further, we have pointed out that in cases like this it is the responsibility of the clients and their counsel to devise a system for the receipt of mail intended for them since the finality of a decision is a jurisdictional event that cannot be made to depend on the convenience of a party.[39] Matters internal to the clients and their counsels are not the concern of this Court.

In sum, this Court will not allow a party, in the guise of equity, to benefit from his own negligence.

Utter disregard of the rules of procedure cannot justly be rationalized by harking on substantial justice and the policy of liberal construction. While the rules are not cast in stone it is equally correct to say that exact adherence thereto is vital to prevent needless delays and for the orderly and expeditious dispatch of judicial business.[40]

WHEREFORE, the petition is DENIED. The Decision dated July 20, 2001 and the Resolution dated January 27, 2003 of the Court of Appeals are hereby AFFIRMED. No costs.

SO ORDERED.

Puno, C.J., (Chairperson), Sandoval-Gutierrez, Corona, and Leonardo-De Castro, JJ., concur.

[1] Penned by Associate Justice Juan Q. Enriquez, Jr., with Associate Justices Presbitero J. Velasco, Jr. (now Supreme Court Associate Justice) and Bienvenido L. Reyes, concurring.

[2] Penned by Judge Salvador C. Ceguera.

[3] Rollo, pp. 51-52.

[4] Records, pp. 6-7.

[5] The Sixth Whereas Clause of the contract states:

WHEREAS, if the Mortgagee fails to pay any of the foregoing installment payments, then 25% of all payments already made prior to the default shall be deemed to have been forfeited in favor of the Mortgagor but the Mortgagee nevertheless shall cause to be paid the mortgage amount of P400,000.00, without interest, otherwise, the mortgage shall remain in full force and be enforceable in the manner provided by law.

[6] Records, p. 8.

[7] Id. at 9-12.

[8] Records, pp. 9-12

[9] Exh. "L" for the plaintiffs and Exh. "6" for the defendant.

[10] Records, p. 36.

- [11] Records, pp. 96-99; 157-160.
- [12] Id. at 144-145.
- [13] Id. at 236.
- [14] Id. at 270-277.
- [15] Id. at 276-277.
- [16] Records, pp. 274-275.
- [17] Id. at 278.
- [18] CA Rollo, pp. 15-37.
- [19] Id. at 63-64.
- [20] Id. at 66.
- [21] Id. at 68-79.
- [22] CA Rollo, pp. 78-79.
- [23] CA Rollo, p. 146.
- [24] Id. at 96-111.
- [25] Id. at 144.
- [26] CA Rollo, pp. 144-145.
- [27] Rollo, p. 27.
- [28] 121 Phil. 76 (1965).
- [29] Sps. Abadilla v. Hon. Hofileña-Europa, G.R. No. 146769, August 17, 2007.
- [30] Gardner, et al. v. CA, et al., 216 Phil. 542, 554 (1984).
- [31] Bello v. NLRC, G.R. No. 146212, September 5, 2007; Silliman University v. Fontelo-Paalan, G.R. No. 170948, June 26, 2007, 525 SCRA 759, 771; and Manaya v. Alabang Country Club, Incorporated, G.R. No. 168988, June 19, 2007, 525 SCRA 140, 150.
- [32] See Landbank of the Philippines v. Heirs of Fernando Alsua, G.R. No. 167361, April 2, 2007, 520 SCRA 132, 138; and Esguerra v. Trinidad, G.R. No. 169890, March 12, 2007, 518 SCRA 186, 193.
- [33] Supra note 28 at 83.
- [34] CA Rollo, p. 67.
- [35] Section 2, Rule 13, Rules of Court.
- [36] See Trust International Paper Corporation v. Pelaez, G.R. No. 164871, August 22, 2006, 499 SCRA 552, 561-562, citing Azucena v. Foreign Manpower Services, 441 SCRA 346, 355.
- [37] Landbank of the Philippines v. Heirs of Fernando Alsua, G.R. No. 167361, April 2, 2007, 520 SCRA 132, 136-137.

[38] Id. at 137.

[39] Supra note 37 at 137-138.

[40] See Col. Ferrer (Ret.) v. Atty. Villanueva, G.R. No. 155025, August 24, 2007; and Sps. Dela Cruz v. Andres, G.R. No. 161864, April 27, 2007, 522 SCRA 585, 590-591.

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