

BANK OF THE PHILIPPINE ISLANDS, Petitioner, vs. JESUSA P. REYES and CONRADO B. REYES, Respondents.

G.R. No. 157177. February 11, 2008

Ponente: AUSTRIA-MARTINEZ, J.

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AUSTRIA-MARTINEZ, J.:

Before us is a Petition for Review on Certiorari under Rule 45 of the Rules of Court seeking to annul the Decision[1] of the Court of Appeals (CA) dated October 29, 2002 as well as its Resolution[2] dated February 12, 2003, which affirmed with modification the Decision of the Regional Trial Court (RTC) of Makati, Branch 142, in Civil Case No. 91-3453,[3] requiring Bank of Philippine Islands (petitioner) to return to spouses Jesusa P. Reyes and Conrado B. Reyes (respondents) the amount of P100,000.00 plus interest and damages.

The conflicting versions of the parties are aptly summarized by the trial court, to wit:

On December 7, 1990 at around 2:00 p.m., plaintiff Jesusa Reyes together with her daughter, Joan Reyes, went to BPI Zapote Branch to open an ATM account, she being interested with the ongoing promotions of BPI entitling every depositor with a deposit amounting to P2,000.00 to a ticket with a car as its prize to be raffled every month.

She was accommodated, in lieu of the bank manager Mr. Nicasio, by Cicero Capati (Pats) who was an employee of the bank and in charge of the new accounts and time deposits characteristically described as having homosexual inclinations. They were entertained by Capati and were made to sit at a table occupied by a certain Liza.

Plaintiff informed Capati that they wanted to open an ATM account for the amount of P200,000.00, P100,000.00 of which shall be withdrawn from her existing savings account with BPI bank which is account no. 0233-2433-88 and the other P100,000.00 will be given by her in cash.

Capati allegedly made a mistake and prepared a withdrawal slip for P200,00.00 to be withdrawn from her existing savings account with said bank and the plaintiff Jesusa Reyes believing in good faith that Capati prepared the papers with the correct amount signed the same unaware of the mistakes in figures.

While she was being entertained by Capati, her daughter Joan Reyes was filling up the signature cards and several other forms.

Minutes later after the slips were presented to the teller, Capati returned to where the plaintiff was seating and informed the latter that the withdrawable balance could not accommodate P200,000.00.

Plaintiff explained that she is withdrawing the amount of P100,000.00 only and then changed and correct the figure two (2) into one (1) with her signature super-imposed thereto signifying the change, after which the amount of P100,000.00 in cash in two bundles containing 100 pieces of P500.00 peso bill were given to Capati with her daughter Joan witnessing the same. Thereafter Capati prepared a deposit slip for P200,000.00 in the name of plaintiff Jesusa Reyes with the new account no. 0235-0767-48 and brought the same to the teller's booth.

After a while, he returned and handed to the plaintiff her duplicate copy of her deposit to account no. 0235-0767-48 reflecting the amount of P200,000.00 with receipt stamp showing December 7, as the date.

Plaintiff and daughter then left.

On December 14, 1990, Mrs. Jesusa received her express teller card from said bank.

Thereafter on December 26, 1990, plaintiff left for the United States (Exhs. "T", "U"- "U-1") and returned to Manila on January 31, 1991 (Exhs. "V"- "V-1").

When she went to her pawnshop, she was made aware by her statement of account sent to her by BPI bank that her ATM account only contained the amount of P100,000.00 with interest.

She then sent her daughter to inquire, however, the bank manager assured her that they would look into the matter.

On February 6, 1991, plaintiff instructed Efren Luna, one of her employees, to update her savings account passbook at the BPI with the folded deposit slip for P200,000.00 stapled at the outer cover of said passbook. After presenting the passbook to be updated and when the same was returned, Luna noticed that the deposit slip stapled at the cover was removed and validated at the back portion thereof.

Thereafter, Luna returned with the passbook to the plaintiff and when the latter saw the validation, she got angry.

Plaintiff then asked the bank manager why the deposit slip was validated, whereupon the manager assured her that the matter will be investigated into.

When no word was heard as to the investigation made by the bank, Mrs. Reyes sent two (2) demand letters thru her lawyer demanding return of the missing P100,000.00 plus interest (Exhs. "B" and "C"). The same was received by defendant on July 25, 1991 and October 7, 1991, respectively.

The last letter prompted reply from defendant inviting plaintiff to sit down and discuss the problem.

The meeting resulted to the bank promising that Capati will be submitted to a lie detector test.

Plaintiff, however, never learned of the result of said test. Plaintiff filed this instant case.

Defendant on the other hand claimed that Bank of the Philippine Island admitted that Jesusa Reyes had effected a fund transfer in the amount of P100,000.00 from her ordinary savings account to the express teller account she opened on December 7, 1990 (Exhs. "3" to "3-C"), however, it was the only amount she deposited and no additional cash deposit of P100,000.00 was made. That plaintiff wanted to effect the transfer of P200,000.00 but the balance in her account was not sufficient and could not accommodate the same. Plaintiff thereafter agreed to reduce the amount to be withdrawn from P200,000.00 to P100,000.00 with plaintiff's signature superimposed on said corrections; that the original copy of the deposit slip was also altered from P200,000.00 to P100,000.00, however, instead of plaintiff signing the same, the clerk-in-charge of the bank, in this case Cicero Capati, signed the alteration himself for Jesusa Reyes had already left without signing the deposit slip. The documents were subsequently machine validated for the amount of P100,000.00 (Exhs. "2" and "4").

Defendant claimed that there was actually no cash involved with the transactions which happened on December 7, 1990 as contained in the bank's teller tape (Exhs. "1" to "1-C").

Defendant further claimed that when they subjected Cicero Capati to a lie detector test, the latter passed the same with flying colors (Exhs. "5" to "5-C"), indicative of the fact that he was not lying when he said that there really was no cash transaction involved when plaintiff Jesusa Reyes went to the defendant bank on December 7, 1990; defendant further alleged that they even went to the extent of informing Jesusa Reyes that

her claim would not be given credit (Exh. "6") considering that no such transaction was really made on December 7, 1990. [4]

On August 12, 1994, the RTC issued a Decision[5] upholding the versions of respondents, the dispositive portion of which reads:

WHEREFORE, premises considered, the Court finds in favor of the plaintiff Jesusa P. Reyes and Conrado Reyes and against defendant Bank of the Philippine Islands ordering the latter to:

- Return to plaintiffs their P100,000.00 with interest at 14% per annum from December 7, 1990;
- Pay plaintiffs P1,000,000.00 as moral damages;
- Pay plaintiffs P350,000.00 as exemplary damages;
- Pay plaintiffs P250,000.00 for and attorney's fees.[6]

The RTC found that petitioner's claim that respondent Jesusa deposited only P100,000.00 instead of P200,000.00 was hazy; that what should control was the deposit slip issued by the bank to respondent, for there was no chance by which respondent could write the amount of P200,000.00 without petitioner's employee noticing it and making the necessary corrections; that it was deplorable to note that it was when respondent Jesusa's bankbook was submitted to be updated after the lapse of several months when the alleged error claimed by petitioner was corrected; that Article 1962 of the New Civil Code provides that a deposit is constituted from the moment a person receives a thing belonging to another with the obligation of safely keeping it and of returning the same; that under Article 1972, the depositary is obliged to keep the thing safely and to return it when required to the depositor or to his heirs and successors or to the person who may have been designated in the contract.

Aggrieved, petitioner appealed to the CA which in a Decision dated October 29, 2002 affirmed the RTC decision with modification as follows:

Nonetheless, the award of 14% interest per annum on the missing P100,000.00 can stand some modification. The interest thereon should be 12% per annum, reckoned from May 12, 1991, the last day of the five day-grace period given by plaintiff-appellees' counsel under the first demand letter dated May 6, 1991 (Exhibit B), or counted from May 7, 1991, the date when defendant-appellant received said letter. Interest is demandable when the obligation consist in the payment of money and the debtor incurs in delay.

Also, we have to reduce the P1 million award of moral damages to a reasonable sum of P50,000.00. Moral damages are not intended to enrich a plaintiff at the expense of a defendant. They are awarded only to enable the injured party to obtain means, diversion, or amusements that will serve to alleviate the moral suffering he has undergone, by reason of the defendant's culpable action. The award of moral damages must be proportionate to the suffering inflicted.

In addition, we have to delete the award of P350,000.00 as exemplary damages. The absence of malice and bad faith, as in this case, renders the award of exemplary damages improper.

Finally, we have to reduce the award of attorney's fees to a reasonable sum of P30,000.00, as the prosecution of this case has not been attended with any unusual difficulty.

WHEREFORE, with the modifications thus indicated, the judgment appealed from is in all other respects AFFIRMED. Without costs.[7]

In finding petitioner liable for the missing P100,000.00, the CA held that the RTC correctly gave credence to the testimonies of respondent Jesusa and Joan Reyes to the effect that aside from the fund transfer of P100,000.00 from Jesusa's savings account, Jesusa also made a cash deposit of P100,000.00 in the afternoon of December 7,

1990; that it is unlikely for these two to concoct a story of falsification against a banking institution of the stature of petitioner if their claims were not true; that the duplicate copy of the deposit slip showed a deposit of P200,000.00; this, juxtaposed with the fact that it was not machine-validated and the original copy altered by the bank's clerk from P200,000.00 to P100,000.00 with the altered amount "validated," is indicative of anomaly; that even if it was bank employee Cicero Capati who prepared the deposit slip, Jesusa stood her ground and categorically denied having any knowledge of the alteration therein made; that petitioner must account for the missing P100,000.00 because it was the author of the loss; that banks are engaged in business imbued with public interest and are under strict obligation to exercise utmost fidelity in dealing with its clients, in seeing to it that the funds therein invested or by them received are properly accounted for and duly posted in their ledgers.

Petitioner's motion for reconsideration was denied in a Resolution dated February 12, 2003.

Hence, the present petition on the following grounds:

- In affirming the decision of the trial court holding BPI liable for the amount of P100,000.00 representing an alleged additional deposit of respondents, the Honorable Court of Appeals gravely abused its discretion by resolving the issue based on a conjecture and ignoring physical evidence in favor of testimonial evidence.
- The Court of Appeals gravely abused its discretion, being as it is contrary to law, in holding BPI liable to respondents for the payment of interest at the rate of 12% per annum.
- This Honorable Court gravely abused its discretion, being as it is contrary to law, in holding BPI liable for moral damages and attorney's fees at the reduced amounts of P50,000.00 and P30,000.00, respectively. [8]

The main issue for resolution is whether the CA erred in sustaining the RTC's finding that respondent Jesusa made an initial deposit of P200,000.00 in her newly opened Express Teller account on December 7, 1990.

The issue raises a factual question. The Court is not a trier of facts, its jurisdiction being limited to reviewing only errors of law that may have been committed by the lower courts.[9] As a rule, the findings of fact of the trial court when affirmed by the CA are final and conclusive and cannot be reviewed on appeal by this Court, as long as they are borne out by the record or are based on substantial evidence.[10] Such rule however is not absolute, but is subject to well-established exceptions, which are: 1) when the inference made is manifestly mistaken, absurd or impossible; 2) when there is a grave abuse of discretion; 3) when the finding is grounded entirely on speculations, surmises or conjectures; 4) when the judgment of the CA is based on a misapprehension of facts; 5) when the findings of facts are conflicting; 6) when the CA, in making its findings, went beyond the issues of the case, and those findings are contrary to the admissions of both appellant and appellee; 7) when the findings of the CA are contrary to those of the trial court; 8) when the findings of fact are conclusions without citation of specific evidence on which they are based; 9) when the CA manifestly overlooked certain relevant facts not disputed by the parties and which, if properly considered, would justify a different conclusion; and 10) when the findings of fact of the CA are premised on the absence of evidence and are contradicted by the evidence on record.[11] We hold that this case falls under exception Nos. 1, 3, 4, and 9 which constrain us to resolve the factual issue.

It is a basic rule in evidence that each party to a case must prove his own affirmative allegations by the degree of evidence required by law.[12] In civil cases, the party having the burden of proof must establish his case by preponderance of evidence,[13] or that evidence which is of greater weight or is more convincing than that which is in opposition to it. It does not mean absolute truth; rather, it means that the testimony of one side is more believable than that of the other side, and that the probability of truth is on one side than on the other.[14]

Section 1, Rule 133 of the Rules of Court provides the guidelines for determining preponderance of evidence, thus:

SECTION 1. Preponderance of evidence, how determined.- In civil cases, the party having the burden of proof must establish his case by a preponderance of evidence. In determining where the preponderance or superior weight of evidence on the issues involved lies the court may consider all the facts and circumstances of the case, the witnesses' manner of testifying, their intelligence, their means and opportunity of knowing the facts to which they are testifying, the nature of the facts to which they testify, the probability or improbability of their testimony, their interest or want of interest, and also their personal credibility so far as the same legitimately appear upon the trial. The court may also consider the number of witnesses, though the preponderance is not necessarily with the greater number.

For a better perspective on the calibration of the evidence on hand, it must first be stressed that the judge who had heard and seen the witnesses testify was not the same judge who penned the decision. Thus, not having heard the testimonies himself, the trial judge or the appellate court would not be in a better position than this Court to assess the credibility of witnesses on the basis of their demeanor.

Hence, to arrive at the truth, we thoroughly reviewed the transcripts of the witnesses' testimonies and examined the pieces of evidence on record.

After a careful and close examination of the records and evidence presented by the parties, we find that respondents failed to successfully prove by preponderance of evidence that respondent Jesusa made an initial deposit of P200,000.00 in her Express Teller account.

Respondent Jesusa and her daughter Joan testified that at the outset, respondent Jesusa told Capati that she was opening an Express Teller account for P200,000.00; that she was going to withdraw and transfer P100,000.00 from her savings account to her new account, and that she had an additional P100,000.00 cash. However, these assertions are not borne out by the other evidence presented. Notably, it is not refuted that Capati prepared a withdrawal slip[15] for P200,000.00. This is contrary to the claim of respondent Jesusa that she instructed Capati to make a fund transfer of only P100,000.00 from her savings account to the Express Teller account she was opening. Yet, respondent Jesusa signed the withdrawal slip. We find it strange that she would sign the withdrawal slip if her intention in the first place was to withdraw only P100,000.00 from her savings account and deposit P100,000.00 in cash with her.

Moreover, respondent Jesusa's claim that she signed the withdrawal slip without looking at the amount indicated therein fails to convince us, for respondent Jesusa, as a businesswoman in the regular course of business and taking ordinary care of her concerns,[16] would make sure that she would check the amount written on the withdrawal slip before affixing her signature. Significantly, we note that the space provided for her signature is very near the space where the amount of P200,000.00 in words and figures are written; thus, she could not have failed to notice that the amount of P200,000.00 was written instead of P100,000.00.

The fact that respondent Jesusa initially intended to transfer the amount of P200,000.00 from her savings account to her new Express Teller account was further established by the teller's tape presented as petitioner's evidence and by the testimony of Emerenciana Torneros, the teller who had attended to respondent Jesusa's transactions.

The teller's tape,[17] Exhibit "1" unequivocally shows the following data:

151159 07DEC90 1370 288A 233324299

151245 07DEC90 1601 288A 233243388

***200000.00[18]

BIG AMOUNT**151251 07DEC90 1601 288J 233243388**

***200000.00

151309 07DEC90 1601 288A 233243388

***200000.00

PB BALANCE ERROR**BAL. 229,257.64****151338 07DEC90 1601 288A 233243388**

***200000.00

BIG AMOUNT**151344 07DEC90 1601 288J 233243388**

***200000.00

151404 07DEC90 1601 288A 233243388

***200000.00

TOD**151520 07DEC90 1601 288A 233320145**

***2000.00

151705 07DEC90 1789 288A 233324299

***22917.00

151727 07DEC90 1601 288A 233243388

***100000.00

BIG AMOUNT**151730 07DEC90 1601 288J 233243388**

***100000.00

151746 07DEC90 1601 288A 233243388

***100000.00[19]

151810 07DEC90 1370 288A 235076748

151827 07DEC90 1790 288A 235076748

***100000.00

***100000.00[20]

151903 07DEC90 1301 288A 233282405

151914 07DEC90 1690 288A 235008955

***1778.05

152107 07DEC90 1601 288A 3333241381

***5000.00

152322 07DEC90 1601 288A 233314374

***2000.00

152435 07DEC90 1370 288A 235076764

152506 07DEC90 1790 288A 235076764

***4000.00

***4000.00

152557 07DEC90 1601 288A 233069469

***2000.00

152736 07DEC90 1601 288A 233254584

***2000.00

152849 07DEC90 0600 288A 231017585

***3150.00

686448

152941 07DEC90 1790 288A 3135052255

***2800.00

***2800.00

153252 07DEC90 1601 288A 233098264

(Emphasis supplied)

The first column shows the exact time of the transactions; the second column shows the date of the transactions; the third column shows the bank transaction code; the fourth column shows the teller's code; and the fifth column

shows the client's account number. The teller's tape reflected various transactions involving different accounts on December 7, 1990 which included respondent Jesusa's Savings Account No. 233243388 and her new Express Teller Account No. 235076748. It shows that respondent Jesusa's initial intention to withdraw P200,000.00, not P100,000.00, from her Savings Account No. 233324299 was begun at 3 o'clock, 12 minutes and 45 seconds as shown in Exhibit "1-c."

In explaining the entries in the teller's tape, Torneros testified that when she was processing respondent Jesusa's withdrawal in the amount of P200,000.00, her computer rejected the transaction because there was a discrepancy;^[21] thus, the word "BIG AMOUNT" appeared on the tape. "Big amount" means that the amount was so big for her to approve;^[22] so she keyed in the amount again and overrode the transaction to be able to process the withdrawal using an officer's override with the latter's approval.^[23] The letter "J" appears after Figure 288 in the fourth column to show that she overrode the transaction. She then keyed again the amount of P200,000.00 at 3 o'clock 13 minutes and 9 seconds; however, her computer rejected the transaction, because the balance she keyed in based on respondent Jesusa's passbook was wrong;^[24] thus appeared the phrase "balance error" on the tape, and the computer produced the balance of P229,257.64, and so she keyed in the withdrawal of P200,000.00.^[25] Since it was a big amount, she again had to override it, so she could process the amount. However, the withdrawal was again rejected for the reason "TOD, overdraft,"^[26] which meant that the amount to be withdrawn was more than the balance, considering that there was a debited amount of P30,935.16 reflected in respondent Jesusa's passbook, reducing the available balance to only P198,322.48.^[27]

Torneros then called Capati to her cage and told him of the insufficiency of respondent Jesusa's balance.^[28] Capati then motioned respondent Jesusa to the teller's cage; and when she was already in front of the teller's cage, Torneros told her that she could not withdraw P200,000.00 because of overdraft; thus, respondent Jesusa decided to just withdraw P100,000.00.^[29]

This explains the alteration in the withdrawal slip with the superimposition of the figure "1" on the figure "2" and the change of the word "two" to "one" to show that the withdrawn amount from respondent Jesusa's savings account was only P100,000.00, and that respondent Jesusa herself signed the alterations.

The teller's tape showed that the withdrawal of the amount of P100,000.00 by fund transfer was resumed at 3 o'clock 17 minutes and 27 seconds; but since it was a big amount, there was a need to override it again, and the withdrawal/fund transfer was completed. At 3 o'clock 18 minutes and 27 seconds, the amount of P100,000.00 was deposited to respondent Jesusa's new Express Teller Account No. 235076748.

The teller's tape definitely establishes the fact of respondent Jesusa's original intention to withdraw the amount of P200,000.00, and not P100,000.00 as she claims, from her savings account, to be transferred as her initial deposit to her new Express Teller account, the insufficiency of her balance in her savings account, and finally the fund transfer of the amount of P100,000.00 from her savings account to her new Express Teller account. We give great evidentiary weight to the teller's tape, considering that it is inserted into the bank's computer terminal, which records the teller's daily transactions in the ordinary course of business, and there is no showing that the same had been purposely manipulated to prove petitioner's claim.

Respondent Jesusa's bare claim, although corroborated by her daughter, that the former deposited P100,000.00 cash in addition to the fund transfer of P100,000.00, is not established by physical evidence. While the duplicate copy of the deposit slip^[30] was in the amount of P200,000.00 and bore the stamp mark of teller Torneros, such duplicate copy failed to show that there was a cash deposit of P100,000.00. An examination of the deposit slip shows that it did not contain any entry in the breakdown portion for the specific denominations of the cash deposit. This demolishes the testimonies of respondent Jesusa and her daughter Joan.

Furthermore, teller Torneros's explanation of why the duplicate copy of the deposit slip in the amount of P200,000.00 bore the teller's stamp mark is convincing and consistent with logic and the ordinary course of business. She testified that Capati went to her cage bringing with him a withdrawal slip for P200,000.00 signed by respondent Jesusa, two copies of the deposit slip for P200,000.00 in respondent Jesusa's name for her new Express Teller account, and the latter's savings passbook reflecting a balance of P249,657.64[31] as of November 19, 1990.[32] Thus, at first glance, these appeared to Torneros to be sufficient for the withdrawal of P200,000.00 by fund transfer. Capati then got her teller's stamp mark, stamped it on the duplicate copy of the deposit slip, and gave the duplicate to respondent Jesusa, while the original copy[33] of the deposit slip was left in her cage.[34] However, as Torneros started processing the transaction, it turned out that respondent Jesusa's balance was insufficient to accommodate the P200,000.00 fund transfer as narrated earlier.

Since respondent Jesusa had signed the alteration in the withdrawal slip and had already left the teller's counter thereafter and Capati was still inside the teller's cage, Torneros asked Capati about the original deposit slip and the latter told her, "Ok naman iyan,"[35] and Capati superimposed the figures "1" on "2" on the deposit slip[36] to reflect the initial deposit of P100,000.00 for respondent Jesusa's new Express Teller account and signed the alteration. Torneros then machine-validated the deposit slip. Thus, the duplicate copy of the deposit slip, which bore Torneros's stamp mark and which was given to respondent Jesusa prior to the processing of her transaction, was not machine-validated unlike the original copy of the deposit slip.

While the fact that the alteration in the original deposit slip was signed by Capati and not by respondent Jesusa herself was a violation of the bank's policy requiring the depositor to sign the correction,[37] nevertheless, we find that respondents failed to satisfactorily establish by preponderance of evidence that indeed there was an additional cash of P100,000.00 deposited to the new Express Teller account.

Physical evidence is a mute but eloquent manifestation of truth, and it ranks high in our hierarchy of trustworthy evidence.[38] We have, on many occasions, relied principally upon physical evidence in ascertaining the truth. Where the physical evidence on record runs counter to the testimonial evidence of the prosecution witnesses, we consistently rule that the physical evidence should prevail.[39]

In addition, to uphold the declaration of the CA that it is unlikely for respondent Jesusa and her daughter to concoct a false story against a banking institution is to give weight to conjectures and surmises, which we cannot countenance.

In fine, respondents failed to establish their claim by preponderance of evidence.

Considering the foregoing, we find no need to tackle the other issues raised by petitioner.

WHEREFORE, the petition is GRANTED. The decision of the Court of Appeals dated October 29, 2002 as well as its Resolution dated February 12, 2003 are hereby REVERSED and SET ASIDE. The complaint filed by respondents, together with the counterclaim of petitioner, is DISMISSED.

No costs.

SO ORDERED.

Ynares-Santiago, (Chairperson), Corona, Nachura, and Reyes, JJ., concur.

* In lieu of Justice Minita V. Chico-Nazario, per Special Order No. 484 dated January 11, 2008.

[1] CA rollo, pp. 109-117; penned by Justice Renato C. Dacudao, concurred in by Justices Eugenio S. Labitoria

and Danilo B. Pine; docketed as CA- G.R. CV No. 47862.

[2] Id. at 133.

[3] Entitled Jesusa P. Reyes and Conrado B. Reyes v. Bank of Philippine Islands.

[4] Records, pp. 220-222.

[5] Id. at 219-225; per Judge Gil P. Fernandez, Sr.

[6] Id. at 224-225.

[7] CA rollo, pp. 116-117.

[8] Rollo, pp. 30-31.

[9] Id.

[10] Prudential Bank v. Lim, G.R. No. 136371, November 11, 2005, 474 SCRA 485, 491.

[11] Go v. Court of Appeals, G.R. No. 112550, February 5, 2001, 351 SCRA 145.

[12] REVISED RULES OF COURT, Rule 131, Sec. 1.

[13] REVISED RULES ON EVIDENCE, Rule 133, Sec. 1.

[14] Reyes v. Court of Appeals, 432 Phil. 1052, 1061 (2002), citing Rivera v. Court of Appeals, 348 Phil. 734 (1998).

[15] Records, p.21, Exhibit “4.”

[16] Rule 131, Sec. 3(d).

[17] Records, p. 154, Exhibit “1.”

[18] Exhibit “1-c.”

[19] Exhibit “1-b.”

[20] Exhibit “1-a.”

[21] TSN, May 4, 1993, p. 10.

[22] Id.

[23] Id.

[24] TSN, April 27, 1993, p. 15.

[25] Id. at 16.

[26] Id. at 20.

[27] Records, p. 73, Exhibit “D-2.”

[28] TSN, April 27, 1993, p. 19.

[29] Id.

[30] Records, p. 6, Exhibits “A” and “7.”

[31] Records, p. 73; Exhibits “D-2” and “D-2 a”; the entry shows P243,657.64.

[32] TSN, April 27, 1993, pp. 10-12.

[33] Records, p. 22. Exhibits “W,” “W-1,” “2” and “2-A.”

[34] TSN, April 27, 1993, pp. 10-12.

[35] TSN, May 4, 1993, p. 28.

[36] TSN, April 27, 1993, p. 20.

[37] TSN Nov. 10, 1992, pp 59-60.

[38] See *Jose v. Court of Appeals*, G.R. Nos. 118441-42, January 18, 2000, 322 SCRA 25, 31, citing *People v. Uycoque*, G.R. No. 107495, July 31, 1995, 246 SCRA 769 (1995).

[39] *Id.* citing *People v. Vasquez*, G.R. No. 102366, October 3, 1997, 280 SCRA 160.

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