

SPOUSES DANILO AND ALBERTA DOMINGO, AND EDUARDO QUITEVES, PETITIONERS, VS. GUILLERMO REED, RESPONDENT.

G.R. NO. 157701. December 09, 2005

Ponente: PANGANIBAN, J.

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PANGANIBAN, J.:

When dealing with registered land, prospective buyers are normally not required by law to inquire further than what appears on the face of the Torrens certificate of title on file with the Register of Deeds. Equally settled is the principle, however, that purchasers cannot close their eyes to known facts that should put a reasonable person on guard; they cannot subsequently claim to have acted in good faith, in the belief that there was no defect in the vendor's certificate of title. Their mere refusal to face up to that possibility will not make them innocent purchasers for value, if it later becomes apparent that the title was indeed defective, and that they would have discovered the fact, had they acted with the measure of precaution required of a prudent person in a like situation.

The Case

Before us is a Petition for Review[1] on Certiorari under Rule 45 of the Rules of Court, seeking to reverse the August 27, 2002 Decision[2] and the March 20, 2003 Resolution[3] of the Court of Appeals (CA) in CA-GR CV No. 59544. The dispositive part of the Decision reads as follows:

"WHEREFORE, the decision appealed from is REVERSED and SET ASIDE.

"The deeds of sale executed by Lolita Reed in favor of [herein Petitioner-]spouses Danilo Domingo and Alberta Domingo and Eduardo Quiteves over portions of the subject property covered by TCT No. 58195 registered in the name of Lolita R. Reed, married to Guillermo Reed, are declared NULL and VOID.

"The Register of Deeds of Pasig City is ordered to cancel TCT Nos. 84565 and 84567 issued in the names of [Petitioners] Eduardo Quiteves and spouses Danilo Domingo and Alberta Domingo, respectively, covering the portions of the subject property sold to them by Lolita Reed, and to reinstate TCT No. 58195 in the name of Lolita Reed, married to Guillermo Reed, insofar as the same covers the portions of the subject property sold to said [petitioners]."[4]

The assailed Resolution denied petitioners' Motion for Reconsideration.

The Facts

The facts were summarized by the CA as follows:

"[Respondent] Guillermo Reed was an overseas contract worker from 1978 to 1986 and came home only for short vacations. He purchased from the Government Service Insurance System [GSIS] on installment basis a 166 square meter property located at MRR Road, Mangahan, Pasig. Because he was working abroad, it was his wife, Lolita Reed, who paid the consideration to the GSIS. On July 9, 1986, TCT No. 58195 covering said property was issued by the Registry of Deeds for the Province of Rizal, Metro Manila – District II in the name of Lolita Reed, married to Guillermo Reed. Guillermo Reed had allowed his brother, Dominador, and the

latter's wife, Luz, to stay in the house constructed on his property.

"In December, 1991, Dominador and Luz Reed were summoned to the barangay in connection with the complaint for ejectment filed against them by Eduardo Quiteves, who claimed to be the owner of the lot where their house stands. Dominador and Luz informed Guillermo of the complaint filed against them. Guillermo accompanied Dominador and Luz to the barangay, where they met Eduardo Quiteves and Alberta Domingo, who both claimed ownership of the subject property. Guillermo denied having sold his property.

"In view of the claims of Eduardo Quiteves and Alberta Domingo that they bought the subject property, Guillermo Reed made a verification with the Register of Deeds of Pasig. Guillermo discovered that his title over the subject property had been cancelled and he was able to secure copies of the following documents, to wit:

"1. Special Power of Attorney, dated July 8, 1986, allegedly executed by him authorizing his wife, Lolita Reed, to sell the subject property or a portion thereof;

"2. Deed of Sale of a Portion of Residential Land, dated July 14, 1986, executed by Lolita Reed in favor of Danilo Domingo, married to Alberta Q. Domingo covering 41.50 square meter portion of subject property;

"3. Absolute Deed of Sale of a Portion of Residential Land, dated July 22, 1987, executed by Lolita Reed, as vendor and attorney-in-fact of Guillermo Reed, in favor of Natividad R. Villanera, married to Ardaniel Villanera, covering 41.50 square meter portion of subject property;

"4. Deed of Sale of a Portion of a Residential Land, dated January 10, 1989, executed by Lolita Reed, for herself and as attorney-in-fact, in favor of Eduardo Quiteves covering 86 square meter portion of subject property;

"5. TCT No. 84565 in the name of Eduardo Quiteves;

"6. TCT No. 84566 in the name of spouses Ardaniel and Natividad Villanera; and

"7. TCT No. 84567 in the name of spouses Danilo and Alberta Domingo.

"On March 8, 1994, Guillermo Reed filed a complaint for reconveyance of property against Lolita Reed, spouses Ardaniel and Natividad Villanera, spouses Danilo and Alberta Domingo, Eduardo Quiteves and the Register of Deeds of Pasig, Metro Manila alleging that his wife, Lolita Reed, from whom he had been estranged, conspiring with the other [petitioners], except the Register of Deeds of Pasig, caused the preparation of a special power of attorney, dated July 8, 1986, wherein it was made to appear that he authorized his wife to sell the subject property; that he did not sign the special power of attorney nor appear before the notary public because he was working abroad; that the special power of attorney was not submitted to the Regional Trial Court [(RTC)] in Pasig City by Notary Public Macario C. Cruz, as stated in the letter dated April 1, 1993 of Clerk of Court Grace S. Belvis; and that spouses Villanera and Domingo and Eduardo Quiteves are purchasers in bad faith because they knew, at the time they transacted with Lolita Reed, that he was working abroad and estranged from the latter.

"An [A]nswer to the complaint was filed by [Petitioners] Eduardo Quiteves and spouses Danilo and Alberta Domingo alleging that the sale of the subject property to them by Lolita Reed was valid inasmuch as Guillermo Reed gave his written consent thereto, as shown in a letter dated July 26, 1986; that in a proceeding before the [b]arangay [c]hairman, Guillermo Reed admitted that he personally signed the special power of attorney; that they have the right to rely on the presumption of regularity of the notarized special power of attorney; and that they are buyers in good faith and for value.

"Per Sheriff's Return, Lolita Reed was not served with summons as she is no longer residing at the given address while spouses Ardaniel and Natividad Villanera were served with summons through Mrs. Alberta Domingo.

"After trial on the merits, the court a quo rendered judgment, the dispositive portion of which reads:

"WHEREFORE, in view of the foregoing, the Court hereby renders judgment in favor of x x x Sps. Ardaniel & Natividad Villanera, Sps. Alberto (sic) & Dominga (sic) Domingo, Eduardo Quiteves and the Register of Deeds of Pasig, Metro Manila, and against [respondent] Guillermo Reed and orders the DISMISSAL of the present case for lack of merit.

'No pronouncement as to cost.'"[5]

Ruling of the Court of Appeals

The Court of Appeals reversed the trial court. First, it should be clear that the CA ruling concerned two transactions entered into by Petitioner-Intervenor Lolita Reed. The first transaction involved the sale she executed in favor of Spouses Danilo and Alberta Domingo. To them she sold a portion of the subject property covered by TCT No. 58195; it measured 41.5 square meters and was located at the southwest section. The second sale was effected by the same vendor, this time in favor of Eduardo Quiteves; it covered 86 square meters at the northern portion of the same property. Because of these transactions, the vendees were able to have certificates of titles issued in their respective names.

A third sale was made in favor of Spouses Ardaniel and Natividad Villanera. The CA ruled, however, that they had not been validly served any summons. Consequently, the trial court did not acquire jurisdiction over their persons; hence, its Decision would not affect their rights.

Second, the CA held that the vendees were not purchasers for value in good faith. It found that Spouses Danilo and Alberta Domingo had entered into the Contract of Sale involving conjugal property without actually seeing any Special Power of Attorney (SPA) authorizing Lolita Reed to convey the property for and on behalf of the conjugal partnership. Also, the fact that the Deed of Sale executed by them did not even mention any SPA showing that Respondent Guillermo Reed had consented to the sale of the conjugal property rendered the transaction questionable.

As for Eduardo Quiteves, he was faulted by the CA for not having inquired into and investigated the authenticity and validity of the SPA shown to him by Lolita, evidencing her husband's alleged consent to the sale of their conjugal property. The appellate court opined that Quiteves should have been put on guard, since the acknowledgment portion of the document stated that only Lolita had appeared before the lawyer who had notarized it. Also, considering that it had been issued two years before the property was offered to Quiteves, he should have taken steps to verify the validity of the document and to find out the whereabouts of Guillermo, who had allegedly executed it.

Finally, the CA found that the SPA, from which Lolita had derived her authority to sell the property, was a forgery. The appellate court gave credence to the consistent denial of Guillermo that he had signed the document. It did not accept the Minutes[6] of the barangay meeting, containing his alleged admission that he had signed the SPA. Furthermore, the CA gave weight to the Certification[7] issued by the Office of the Clerk of Court of the Regional Trial Court (RTC) of Pasig that the alleged SPA notarized by Atty. Macario Cruz was not the same document submitted to that office.

Consequently, the CA declared the Deeds of Sale executed by Lolita in favor of Spouses Danilo and Alberta Domingo and Eduardo Quiteves null and void. It also ordered the cancellation of the Transfer Certificates of Titles (TCTs) issued in their favor; and the reinstatement of TCT No. 58195 in the name of Lolita Reed, married to Guillermo Reed, insofar as it covered the portions of the property sold to petitioners.

Hence, this Petition.[8]

The Issues

Petitioners submit the following issues for this Court's resolution:

"I.

Whether the case for reconveyance filed by respondent against petitioners sans the trial court's acquisition of jurisdiction over the person of Lolita Reed, an indispensable party, can prosper.

"II.

Whether entrenched jurisprudence assigns the onus probandi, or burden of proof, showing forgery to the respondent after having asserted the same in his complaint.

"III.

Whether the case of *Voluntad vs. Dizon*, 313 SCRA 210-211 (26 August 1999), utilized as basis to find petitioners not purchasers in good faith can apply to the case at bench.

"IV.

Whether the case of *Veloso vs. Court of Appeals*, 260 SCRA 594-595 (21 August 1996) is apt to the case at bench.

"V.

Whether the established doctrine, i.e., trial courts are in a better position to determine questions involving credibility having heard the witnesses and having observed their deportment and manner of testifying during the trial, was applied by the Court of Appeals to the case.

"VI.

Whether the finding, assuming without admitting, that respondent's signature was falsified the right of petitioners, without any evidence as co-conspirators of Lolita Reed in the forgery and as purchasers in good faith over the subject properties, can be adversely affected."^[9]

For her part, petitioner-intervenor submits the following:

"I.

Whether the conveyance of subject property in favor of Petitioners Danilo and Alberta Domingo and Eduardo Quiteves is valid considering that the same was executed by Petitioner-intervenor Lolita Reed and the proceeds arising therefrom were utilized to purchase things necessary for the support of family including education of petitioner-intervenor's and Guillermo Reed's common children pursuant to Article 161 of the Civil Code in relation to Article 115 of the same Code.

"II.

Whether Guillermo Reed can recover the one-half (1/2) share of the conjugal partnership despite that he had already donated the same to his and Lolita Reed's common children pursuant to Article 162 of the Civil Code." [10]

The long-winded issues presented by petitioners and petitioner-intervenor can be reduced to one procedural and three main questions. The three main issues to be resolved are as follows: 1) whether the Special Power of Attorney is authentic; 2) whether Lolita Reed's justification for selling the subject property is tenable; and 3) whether petitioners are buyers in good faith. As to the procedural matter, this Court will resolve whether jurisdiction over the person of Lolita has been acquired.

This Court's Ruling

The Petition and the Petition-in-Intervention have no merit.

Procedural Issue:

Jurisdiction over the Person

On the procedural question, petitioners contend that, for this case to stand, the RTC should have first acquired jurisdiction over the person of Lolita Reed -- an allegedly indispensable party. Petitioners argue that, since she had not been served any summons, the trial court never acquired jurisdiction over her; consequently, there can be no final determination of this controversy. Thus, they contend, the case should have never proceeded in the first place.

This Court need not engage itself in a discussion of whether Lolita is an indispensable party. Although the RTC may not have acquired jurisdiction over her because she had not been served any summons, she has already voluntarily appeared before this Court when she filed a Petition-in-Intervention. [11] Thus, jurisdiction over her has been acquired, and she is bound by any decision emanating from this Court.

The Rules of Court provide that "the defendant's voluntary appearance in the action shall be equivalent to service of summons." [12] In fact, Lolita never questioned the Supreme Court's alleged lack of jurisdiction over her. That she recognizes and accepts it is shown by her voluntary appearance before this Court and her decision to participate in this appeal. Her actions render the alleged lack of jurisdiction moot and binds her to the outcome of this case. There should be no more obstacle to the progress of this case.

We do not see any need to remand this case to the trial court to allow it to receive evidence on the factual allegations of Lolita. As it stands now, this Court is in a position to rule on the merits of this case. Primarily, Lolita vouches for the authenticity of the Special Power of Attorney that she showed to petitioners when the Deeds of Sale were executed. Significantly, she relies on the same documents already presented by the other parties during the trial. Based on the arguments proffered and the evidence on record, this Court can now render a determination of the SPA's authenticity, which is one of the main issues to be resolved here, as earlier adverted to.

First Main Issue:

Authenticity of the Special Power of Attorney

Prior to determining whether petitioners are buyers in good faith, the essential question to be answered is whether the Special Power of Attorney relied upon by the parties was indeed authentic. Petitioners maintained before the courts below that it had not been proven to be a forgery, so it was presumably authentic. The CA, however, held otherwise. We agree.

Most telling is the admission of Lolita that she merely sent an already typewritten SPA to her husband, who was then working in the Middle East. [13] She further admits that when it was brought back by her brother-in-law, it

had already been signed by Guillermo.[14] Thus, it is clear that she never saw him sign it. Furthermore, she does not have any actual knowledge of whether he even saw the typewritten document, much less signed it.

It then becomes dubious whether the witnesses affixed their signatures to the SPA to attest that it had been signed in their presence by the principal and the attorney-in-fact. How could they have attested to the signing, when the principal denied it, while the attorney-in-fact admitted having merely sent it to the Middle East for the principal's signature?

This fact further explains why Notary Public Macario Cruz, in the acknowledgment portion of the document, stated that only Lolita Reed had appeared before him. But Atty. Cruz should have known better. Obviously, since an SPA was being notarized, there should have been two parties to that document -- the principal and the agent who was being constituted as attorney-in-fact.

A document should not be notarized unless the persons who are executing it are the very same ones who are personally appearing before the notary public. The affiants should be present to attest to the truth of the contents of the document[15] and to enable the notary to verify the genuineness of their signature.[16] Notaries public are enjoined from notarizing a fictitious or spurious document. In fact, it is their duty to demand that the document presented to them for notarization be signed in their presence.[17] Their function is, among others, to guard against illegal deeds.

Notarization is not an empty, meaningless and routinary act.[18] It converts a private document into a public instrument, making it admissible in evidence without the necessity of preliminary proof of its authenticity and due execution.[19]

In not giving credence to the SPA, the Court agrees with the CA, which held thus:

"[T]he same [special power of attorney] was not reported by Atty. Macario Cruz as having been notarized by him. Thus, in a letter dated April 1, 1993 addressed to Luz Reed, Grace S. Belvis, Clerk of Court, Regional Trial Court, Pasig stated that it was not the special power of attorney dated July 8, 1986 and recorded as Doc. 326, Page No. 66, Book No. XV, Series of 1986 in the notarial report of Atty. Macario Cruz which was submitted by the latter to the court. x x x." [20]

Guillermo Reed has consistently denied having signed the document. Moreover, together with his witness,[21] he has denied other documents allegedly showing that he admitted having signed it. Thus, we do not find any cogent reason to disturb the CA's findings, as follows:

"The alleged admission of Guillermo Reed before the Barangay Chairman that he signed the special power of attorney, as shown in the minutes of the meeting prepared by Barangay Secretary, does not appear to be credible. Guillermo Reed has consistently denied having signed the special power of attorney. In fact, he was not confronted during his cross-examination, of said minutes of the meeting in the barangay, where he met Eduardo Quiteves and Alberta Domingo for the first time, despite his insistence that the subject property still belongs to him. Moreover, on rebuttal, Dominador Reed, whose signature appears in the minutes of the meeting, testified that he affixed his signature on a small piece of paper to show that he attended the meeting and there were no entries therein regarding the alleged admission of Guillermo Reed that he signed the special power of attorney; and that Guillermo Reed stated in said meeting that his property is not for sale. x x x." [22]

Petitioners insist that an expert witness, such as one from the National Bureau of Investigation (NBI), should have been presented to show that respondent's signature was forged. But even without expert testimony, the questionable circumstances surrounding the execution of the SPA already casts serious doubt on its genuineness. As shown earlier, there is a plethora of factual details that point to its falsity.

Additionally, the CA noted the date "July 8, 1986," on the SPA authorizing Lolita to sell the property covered by

TCT No. 58195, issued by the Registry of Deeds of Rizal, District II, Metro Manila. As of that date, however, TCT No. 58195 was not yet in existence, because it was issued only on the following day, July 9, 1986.[23]

All the foregoing circumstances successfully challenge the integrity, genuineness, and veracity of the questioned document. Petitioners, therefore, cannot take refuge in the presumption of regularity of public documents, a presumption that has been clearly rebutted in this case.

Second Main Issue:

Justification for the Sale of the Conjugal Property

Lolita Reed argues that, even on the assumption that the SPA was indeed a forgery, she was still justified in effecting a sale without her husband's consent. We are not persuaded. In addition to the fact that her rights over the property were merely inchoate prior to the liquidation of the conjugal partnership,[24] there was absolutely no proof to her allegations that she used the proceeds of the sale to purchase necessities for the maintenance and support of the family.[25] Having failed to establish any of these circumstances, she may not unilaterally bind the conjugal assets.

Additionally, the Civil Code provisions she cited pertain to what the conjugal partnership is liable for. They do not specifically refer to whether the actual transactions entered into by either spouse can validly bind the conjugal partnership. The issues addressed by this Court in this case involve the essential formalities determining the validity of contracts entered into by either the husband or the wife for and on behalf of the partnership.

As to the assertions of Lolita regarding an alleged donation by respondent in favor of their children, this matter is irrelevant to the disputed sales. We need not belabor the point. Besides, it would mean that she should have sold the subject property not only in her name, but for and on behalf of her children as co-owners of the property. To accept her contention is to open a whole gamut of issues that are not the subject of this appeal.

Third Main Issue:

Buyers in Good Faith

The final question to be resolved is whether petitioners were buyers in good faith. An innocent purchaser for value is one who buys the property of another without notice that some other person has a right to or interest in that same property, and who pays a full and fair price at the time of the purchase or before receiving any notice of another person's claim.[26]

The honesty of intention that constitutes good faith implies freedom from knowledge of circumstances that ought to put a prudent person on inquiry. Good faith consists in the belief of the possessors that the persons from whom they received the thing are its rightful owners who could convey their title.[27] Good faith, while always presumed in the absence of proof to the contrary, requires this well-founded belief.

When dealing with land that is registered and titled, as in this case, buyers are not required by the law to inquire further than what the Torrens certificate of title indicates on its face.[28] It is also settled, however, that purchasers cannot close their eyes to known facts that should put a reasonable person on guard. They cannot subsequently claim to have acted in good faith in the belief that there was no defect in the vendor's certificate of title.[29] Their mere refusal to face up to that possibility will not make them innocent purchasers for value, if it later becomes clear that the title was indeed defective, and that they would have discovered the fact, had they acted with the measure of precaution required of a prudent person in a like situation.[30]

Thus, the presence of anything that excites or arouses suspicion should then prompt the vendee to look beyond the vendor's certificate and investigate the title appearing on the face of that certificate.[31] A vendee who does not

do so cannot be denominated either as an innocent purchaser for value or as a purchaser in good faith and, hence, does not merit the protection of the law.

The circumstances surrounding this case debunk the presumption of good faith on the part of petitioners. To begin with, it was clear to them that, at the time of the sales, Lolita was married to Respondent Guillermo Reed; and that the property in question was part of their conjugal partnership. As to Spouses Domingo, the CA found thus:

"Alberta Domingo admitted that the subject property belongs to the conjugal partnership of spouses Guillermo and Lolita Reed; that the Reed spouses were no longer living together as husband and wife when the property was sold to her and her husband by Lolita Reed; and that Guillermo Reed was in Saudi Arabia. x x x." [32]

The Deed of Sale [33] executed between the Domingo spouses and Lolita Reed clearly stated that what was being sold was her share in the conjugal property. Despite their knowledge of this fact, the couple did not inquire about her authority to sell any portion of the property. According to Alberta Domingo, Lolita told her that the latter had been authorized by Guillermo to sell the property. When they executed the Deed of Sale, however, Lolita allegedly showed no special power of attorney. Alberta merely relied on the former's verbal claim of having been authorized to sell the property, and that the sale would bind the conjugal partnership.

Neither was there any mention in the Deed of Sale that Lolita had the authority to sell the property, and that respondent had consented to the sale. In short, there was no mention of the SPA that she allegedly possessed. Interestingly, the statement in the Deed that the subject of the sale corresponded to her share in the conjugal assets is not equivalent to her claim that she was authorized by her husband to sell them.

Lolita's authority to sell the subject property and to bind respondent was not questioned by Petitioner Quiteves, although he claimed to be close to respondent, who was a classmate's father. The findings of the CA clearly demonstrate that factual circumstances present in this case should have made Quiteves inquire about Lolita's authority to sell the property. The CA negated the claim of good faith, as follows:

"x x x. [H]e [Quiteves] should have noticed in the acknowledgement portion of the special power of attorney the statement that only Lolita Reed appeared before Atty. Cruz, who notarized the special power of attorney. Considering that the special power of attorney is dated July 8, 1986 and it was only two years later that the subject property was offered to him by Lolita Reed, Eduardo should have taken steps to verify the whereabouts of Guillermo Reed and inquire as to whether the special power of attorney was still valid. Had Eduardo made the necessary verification from the daughter of Guillermo Reed, he could have been informed that Guillermo Reed was estranged from Lolita Reed, that Guillermo Reed returned home in 1986 and where the latter was staying. Eduardo could [have then] contacted Guillermo Reed and inquired from the latter about the authenticity of the special power of attorney. Likewise, the admission of Atty. Cruz in the acknowledgement portion of the special power of attorney that only Lolita Reed appeared before him should have put Eduardo on guard and he should have consulted a lawyer other than the one who notarized the special power of attorney as to the validity thereof. x x x." [34]

Indeed, Quiteves should not have closed his eyes to these facts that should have made him even more vigilant, as any other reasonable person would have been.

Petitioners complain that the CA imposed on them a task too tedious, such as "to pry on whether respondent was estranged from Lolita Reed." [35] They miss the whole point. What was required of them by the appellate court, which we affirm, was merely to investigate -- as any prudent vendee should -- the authority of Lolita to sell the property and to bind the partnership. They had knowledge of facts that should have led them to inquire and to investigate, in order to acquaint themselves with possible defects in her title. The law requires them to act with the diligence of a prudent person; in this case, their only prudent course of action was to investigate whether respondent had indeed given his consent to the sale and authorized his wife to sell the property.

Petitioners finally argue that, on the assumption that the Special Power of Attorney was forged, there was still no proof that the forgery had resulted from a conspiracy between them and Lolita. Thus, they conclude that the titles issued in their favor cannot be revoked. We disagree. Petitioner's argument would stand if only they have been found to be innocent purchasers for value.

WHEREFORE, the Petition and the Petition-in-Intervention are hereby DENIED. Costs against petitioners.

SO ORDERED.

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

Garcia, J., no part.

[1] Rollo, pp. 9-41.

[2] Id., pp. 43-57. Penned by Justice Marina L. Buzon, with the concurrence of Justices Cancio C. Garcia (Division chair and now a member of this Court) and Eliezer R. de los Santos (member).

[3] Id., pp. 64-66.

[4] CA Decision, p. 14; rollo, p. 56.

[5] Id., pp. 2-5 & 44-47. Citations omitted. Penned by Judge Santiago G. Estrella.

[6] Exhibit "2"; records, p. 256.

[7] Exhibit "E"; id., p. 164.

[8] The case was deemed submitted for decision on June 10, 2004, upon this Court's receipt of petitioner-intervenor's Memorandum, signed by Intervenor Lolita Reed herself. Petitioners' Memorandum, signed by Atty. Preston F. Villasis, was received by this Court on December 11, 2003. Earlier, respondent's Memorandum, signed by Atty. Alexander L. Bansil, was received on October 24, 2003.

[9] Petition, pp. 11-12; rollo, pp. 19-20. Original in uppercase.

[10] Petition-in-Intervention, pp. 5-6; id, pp. 235-236. Original in uppercase.

[11] Rollo, pp. 231-243.

[12] Rule 14, §20, Rules of Court.

[13] Petitioner-Intervenor's Memorandum, p. 8; rollo, p. 307.

[14] Ibid.

[15] Gonzales v. Ramos, A.C. No. 6649, June 21, 2005.

[16] Ibid.

[17] Traya Jr. v. Villamor, 422 SCRA 293, February 6, 2004.

[18] De la Cruz v. Zabala, 442 SCRA 407, November 17, 2004.

[19] Sicat v. Ariola, A.C. No. 5864, April 15, 2005; Bon v. Ziga, 429 SCRA 177, May 27, 2004; Tabas v. Mangibin, 421 SCRA 511, February 3, 2004.

[20] CA Decision, p. 11; rollo, p. 53.

- [21] TSN dated September 4, 1997, pp. 13 & 22.
- [22] CA Decision, pp. 10-11; rollo, pp. 52-53.
- [23] Exhibit "A"; records, p. 156.
- [24] Abalos v. Macatangay Jr., 439 SCRA 649, September 30, 2004.
- [25] Wong v. Intermediate Appellate Court, 200 SCRA 792, August 19, 1991.
- [26] Vera Cruz v. Calderon, 434 SCRA 534, July 14, 2004; De la Cruz v. De la Cruz, 419 SCRA 648, January 15, 2004; Tanongon v. Samson, 431 Phil. 729, May 9, 2002.
- [27] Duran v. Intermediate Appellate Court, 138 SCRA 489, September 10, 1985.
- [28] Voluntad v. Spouses Dizon, 372 Phil. 82, August 26, 1999; State Investment House, Inc. v. CA, 324 Phil. 642, March 5, 1996.
- [29] Occeña v. Esponilla, 431 SCRA 116, June 4, 2004; Aguirre v. CA, 421 SCRA 310, January 29, 2004; Spouses Uy v. CA, 411 Phil. 788, June 21, 2001.
- [30] Spouses Uy v. CA, supra.
- [31] Sandoval v. CA, 329 Phil. 48, August 1, 1996.
- [32] CA Decision, p. 7; rollo, p. 49.
- [33] Exhibit "6"; records, p. 261.
- [34] CA Decision, pp. 9-10; rollo, pp. 51-52.
- [35] Petitioners' Memorandum, p. 29; rollo, p. 211.

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