

CONCEPCION CHUA GAW, Petitioner, vs. SUY BEN CHUA and FELISA CHUA, Respondents.

G.R. No. 160855. April 16, 2008

Ponente: NACHURA, J.

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NACHURA, J.:

This is a Petition for Review on Certiorari from the Decision[1] of the Court of Appeals (CA) in CA-G.R. CV No. 66790 and Resolution[2] denying the motion for reconsideration. The assailed decision affirmed the ruling of the Regional Trial Court (RTC) in a Complaint for Sum of Money in favor of the plaintiff.

The antecedents are as follows:

Spouses Chua Chin and Chan Chi were the founders of three business enterprises[3] namely: Hagonoy Lumber, Capitol Sawmill Corporation, and Columbia Wood Industries. The couple had seven children, namely, Santos Chua; Concepcion Chua; Suy Ben Chua; Chua Suy Phen; Chua Sioc Huan; Chua Suy Lu; and Julita Chua. On June 19, 1986, Chua Chin died, leaving his wife Chan Chi and his seven children as his only surviving heirs. At the time of Chua Chin's death, the net worth of Hagonoy Lumber was P415,487.20.[4]

On December 8, 1986, his surviving heirs executed a Deed of Extra-Judicial Partition and Renunciation of Hereditary Rights in Favor of a Co-Heir[5] (Deed of Partition, for brevity), wherein the heirs settled their interest in Hagonoy Lumber as follows: one-half (1/2) thereof will pertain to the surviving spouse, Chan Chi, as her share in the conjugal partnership; and the other half, equivalent to P207,743.60, will be divided among Chan Chi and the seven children in equal pro indiviso shares equivalent to P25,967.00 each.[6] In said document, Chan Chi and the six children likewise agreed to voluntarily renounce and waive their shares over Hagonoy Lumber in favor of their co-heir, Chua Sioc Huan.

In May 1988, petitioner Concepcion Chua Gaw and her husband, Antonio Gaw, asked respondent, Suy Ben Chua, to lend them P200,000.00 which they will use for the construction of their house in Marilao, Bulacan. The parties agreed that the loan will be payable within six (6) months without interest.[7] On June 7, 1988, respondent issued in their favor China Banking Corporation Check No. 240810[8] for P200,000.00 which he delivered to the couple's house in Marilao, Bulacan. Antonio later encashed the check.

On August 1, 1990, their sister, Chua Sioc Huan, executed a Deed of Sale over all her rights and interests in Hagonoy Lumber for a consideration of P255,000.00 in favor of respondent.[9]

Meantime, the spouses Gaw failed to pay the amount they borrowed from respondent within the designated period. Respondent sent the couple a demand letter,[10] dated March 25, 1991, requesting them to settle their obligation with the warning that he will be constrained to take the appropriate legal action if they fail to do so.

Failing to heed his demand, respondent filed a Complaint for Sum of Money against the spouses Gaw with the RTC. The complaint alleged that on June 7, 1988, he extended a loan to the spouses Gaw for P200,000.00, payable within six months without interest, but despite several demands, the couple failed to pay their

obligation.[11]

In their Answer (with Compulsory Counterclaim), the spouses Gaw contended that the P200,000.00 was not a loan but petitioner's share in the profits of Hagonoy Lumber, one of her family's businesses. According to the spouses, when they transferred residence to Marilao, Bulacan, petitioner asked respondent for an accounting, and payment of her share in the profits, of Capital Sawmills Corporation, Columbia Wood Industries Corporation, and Hagonoy Lumber. They claimed that respondent persuaded petitioner to temporarily forego her demand as it would offend their mother who still wanted to remain in control of the family businesses. To insure that she will defer her demand, respondent allegedly gave her P200,000.00 as her share in the profits of Hagonoy Lumber.[12]

In his Reply, respondent averred that the spouses Gaw did not demand from him an accounting of Capitol Sawmills Corporation, Columbia Wood Industries, and Hagonoy Lumber. He asserted that the spouses Gaw, in fact, have no right whatsoever in these businesses that would entitle them to an accounting thereof. Respondent insisted that the P200,000.00 was given to and accepted by them as a loan and not as their share in Hagonoy Lumber.[13]

With leave of court, the spouses Gaw filed an Answer (with Amended Compulsory Counterclaim) wherein they insisted that petitioner, as one of the compulsory heirs, is entitled to one-sixth (1/6) of Hagonoy Lumber, which the respondent has arrogated to himself. They claimed that, despite repeated demands, respondent has failed and refused to account for the operations of Hagonoy Lumber and to deliver her share therein. They then prayed that respondent make an accounting of the operations of Hagonoy Lumber and to deliver to petitioner her one-sixth (1/6) share thereof, which was estimated to be worth not less than P500,000.00.[14]

In his Answer to Amended Counterclaim, respondent explained that his sister, Chua Sioc Huan, became the sole owner of Hagonoy Lumber when the heirs executed the Deed of Partition on December 8, 1986. In turn, he became the sole owner of Hagonoy Lumber when he bought it from Chua Sioc Huan, as evidenced by the Deed of Sale dated August 1, 1990.[15]

Defendants, in their reply,[16] countered that the documents on which plaintiff anchors his claim of ownership over Hagonoy Lumber were not true and valid agreements and do not express the real intention of the parties. They claimed that these documents are mere paper arrangements which were prepared only upon the advice of a counsel until all the heirs could reach and sign a final and binding agreement, which, up to such time, has not been executed by the heirs.[17]

During trial, the spouses Gaw called the respondent to testify as adverse witness under Section 10, Rule 132. On direct examination, respondent testified that Hagonoy Lumber was the conjugal property of his parents Chua Chin and Chan Chi, who were both Chinese citizens. He narrated that, initially, his father leased the lots where Hagonoy Lumber is presently located from his godfather, Lu Pieng, and that his father constructed the two-storey concrete building standing thereon. According to respondent, when he was in high school, it was his father who managed the business but he and his other siblings were helping him. Later, his sister, Chua Sioc Huan, managed Hagonoy Lumber together with their other brothers and sisters. He stated that he also managed Hagonoy Lumber when he was in high school, but he stopped when he got married and found another job. He said that he now owns the lots where Hagonoy Lumber is operating.[18]

On cross-examination, respondent explained that he ceased to be a stockholder of Capitol Sawmill when he sold his shares of stock to the other stockholders on January 1, 1991. He further testified that Chua Sioc Huan acquired Hagonoy Lumber by virtue of a Deed of Partition, executed by the heirs of Chua Chin. He, in turn, became the owner of Hagonoy Lumber when he bought the same from Chua Sioc Huan through a Deed of Sale dated August 1, 1990. [19]

On re-direct examination, respondent stated that he sold his shares of stock in Capitol Sawmill for P254,000.00, which payment he received in cash. He also paid the purchase price of P255,000.00 for Hagonoy Lumber in cash, which payment was not covered by a separate receipt as he merely delivered the same to Chua Sioc Huan at her house in Paso de Blas, Valenzuela. Although he maintains several accounts at Planters Bank, Paluwagan ng Bayan, and China Bank, the amount he paid to Chua Sioc Huan was not taken from any of them. He kept the amount in the house because he was engaged in rediscounting checks of people from the public market. [20]

On December 10, 1998, Antonio Gaw died due to cardio vascular and respiratory failure.[21]

On February 11, 2000, the RTC rendered a Decision in favor of the respondent, thus:

WHEREFORE, in the light of all the foregoing, the Court hereby renders judgement ordering defendant Concepcion Chua Gaw to pay the [respondent] the following:

1. P200,000.00 representing the principal obligation with legal interest from judicial demand or the institution of the complaint on November 19, 1991;
2. P50,000.00 as attorney's fees; and
3. Costs of suit.

The defendants' counterclaim is hereby dismissed for being devoid of merit.

SO ORDERED.[22]

The RTC held that respondent is entitled to the payment of the amount of P200,000.00 with interest. It noted that respondent personally issued Check No. 240810 to petitioner and her husband upon their request to lend them the aforesaid amount. The trial court concluded that the P200,000.00 was a loan advanced by the respondent from his own funds and not remunerations for services rendered to Hagonoy Lumber nor petitioner's advance share in the profits of their parents' businesses.

The trial court further held that the validity and due execution of the Deed of Partition and the Deed of Sale, evidencing transfer of ownership of Hagonoy Lumber from Chua Sioc Huan to respondent, was never impugned. Although respondent failed to produce the originals of the documents, petitioner judicially admitted the due execution of the Deed of Partition, and even acknowledged her signature thereon, thus constitutes an exception to the best evidence rule. As for the Deed of Sale, since the contents thereof have not been put in issue, the non-presentation of the original document is not fatal so as to affect its authenticity as well as the truth of its contents. Also, the parties to the documents themselves do not contest their validity. Ultimately, petitioner failed to establish her right to demand an accounting of the operations of Hagonoy Lumber nor the delivery of her 1/6 share therein.

As for petitioner's claim that an accounting be done on Capitol Sawmill Corporation and Columbia Wood Industries, the trial court held that respondent is under no obligation to make such an accounting since he is not charged with operating these enterprises.[23]

Aggrieved, petitioner appealed to the CA, alleging that the trial court erred (1) when it considered the amount of P200,000.00 as a loan obligation and not Concepcion's share in the profits of Hagonoy Lumber; (2) when it considered as evidence for the defendant, plaintiff's testimony when he was called to testify as an adverse party under Section 10 (e), Rule 132 of the Rules of Court; and (3) when it considered admissible mere copies of the Deed of Partition and Deed of Sale to prove that respondent is now the owner of Hagonoy Lumber.[24]

On May 23, 2003, the CA affirmed the Decision of the RTC. [25] The appellate court found baseless the

petitioner's argument that the RTC should not have included respondent's testimony as part of petitioner's evidence. The CA noted that the petitioner went on a fishing expedition, the taking of respondent's testimony having taken up a total of eleven hearings, and upon failing to obtain favorable information from the respondent, she now disclaims the same. Moreover, the CA held that the petitioner failed to show that the inclusion of respondent's testimony in the statement of facts in the assailed decision unduly prejudiced her defense and counterclaims. In fact, the CA noted that the facts testified to by respondent were deducible from the totality of the evidence presented.

The CA likewise found untenable petitioner's claim that Exhibits "H" (Deed of Sale) and Exhibit "I" (Deed of Partition) were merely temporary paper arrangements. The CA agreed with the RTC that the testimony of petitioner regarding the matter was uncorroborated -- she should have presented the other heirs to attest to the truth of her allegation. Instead, petitioner admitted the due execution of the said documents. Since petitioner did not dispute the due execution and existence of Exhibits "H" and "I", there was no need to produce the originals of the documents in accordance with the best evidence rule.[26]

On December 2, 2003, the CA denied the petitioner's motion for reconsideration for lack of merit.[27]

Petitioner is before this Court in this petition for review on certiorari, raising the following errors:

- THAT ON THE PRELIMINARY IMPORTANT RELATED ISSUE, CLEAR AND PALPABLE LEGAL ERROR HAS BEEN COMMITTED IN THE APPLICATION AND LEGAL SIGNIFICANCE OF THE RULE ON EXAMINATION OF ADVERSE PARTY OR HOSTILE WITNESS UNDER SECTION 10 (d) AND (e) OF RULE 132, CAUSING SERIOUS DOUBT ON THE LOWER COURT'S APPEALED DECISION'S OBJECTIVITY, ANNEX "C".
- THAT ON THE IMPORTANT LEGAL ISSUE RELATIVE TO THE AFORESAID TWO OPPOSING CLAIMS OF RESPONDENT AND PETITIONER, CLEAR AND PALPABLE LEGAL ERROR HAS BEEN COMMITTED UNDER THE LOWER COURT'S DECISION ANNEX "C" AND THE QUESTIONED DECISION OF MAY 23, 2003 (ANNEX "A") AND THE RESOLUTION OF DECEMBER 2, 2003, (ANNEX "B") IN DEVIATING FROM AND DISREGARDING ESTABLISHED SUPREME COURT DECISIONS ENJOINING COURTS NOT TO OVERLOOK OR MISINTERPRET IMPORTANT FACTS AND CIRCUMSTANCES, SUPPORTED BY CLEAR AND CONVINCING EVIDENCE ON RECORD, AND WHICH ARE OF GREAT WEIGHT AND VALUE, WHICH WOULD CHANGE THE RESULT OF THE CASE AND ARRIVE AT A JUST, FAIR AND OBJECTIVE DECISION. (Citations omitted)
- THAT FINALLY, AS TO THE OTHER LEGAL IMPORTANT ISSUE RELATIVE TO CLAIM OR OWNERSHIP OF THE "Hagonoy Lumber" FAMILY BUSINESS, CLEAR AND PALPABLE LEGAL ERROR HAS BEEN COMMITTED ON THE REQUIREMENTS AND CORRECT APPLICATION OF THE "BEST EVIDENCE RULE" UNDER SECTION 3, RULE 130 OF THE REVISED RULES OF COURT.[28]

The petition is without merit.

Petitioner contends that her case was unduly prejudiced by the RTC's treatment of the respondent's testimony as adverse witness during cross-examination by his own counsel as part of her evidence. Petitioner argues that the adverse witness' testimony elicited during cross-examination should not be considered as evidence of the calling party. She contends that the examination of respondent as adverse witness did not make him her witness and she is not bound by his testimony, particularly during cross-examination by his own counsel.[29] In particular, the petitioner avers that the following testimony of the respondent as adverse witness should not be considered as her evidence:

- (11.a) That RESPONDENT-Appellee became owner of the "HAGONOY LUMBER" business when he bought the same from Chua Sioc Huan through a Deed of Sale dated August 1, 1990 (EXH.H);

(11.b) That the "HAGONOY LUMBER," on the other hand, was acquired by the sister Chua Sioc Huan, by virtue of Extrajudicial Partition and Renunciation of Hereditary Rights in favor of a Co-Heir (EXH. I);

(11.c) That the 3 lots on which the "HAGONOY LUMBER" business is located were acquired by Lu Pieng from the Santos family under the Deed of Absolute Sale (EXH. J); that Lu Pieng sold the Lots to Chua Suy Lu in 1976 (EXHS. K, L, & M.); that Chua Siok Huan eventually became owner of the 3 Lots; and in 1989 Chua Sioc Huan sold them to RESPONDENT-Appellee (EXHS. Q and P); that after he acquired the 3 Lots, he has not sold them to anyone and he is the owner of the lots.[30]

We do not agree that petitioner's case was prejudiced by the RTC's treatment of the respondent's testimony during cross-examination as her evidence.

If there was an error committed by the RTC in ascribing to the petitioner the respondent's testimony as adverse witness during cross-examination by his own counsel, it constitute a harmless error which would not, in any way, change the result of the case.

In the first place, the delineation of a piece of evidence as part of the evidence of one party or the other is only significant in determining whether the party on whose shoulders lies the burden of proof was able to meet the quantum of evidence needed to discharge the burden. In civil cases, that burden devolves upon the plaintiff who must establish her case by preponderance of evidence. The rule is that the plaintiff must rely on the strength of his own evidence and not upon the weakness of the defendant's evidence. Thus, it barely matters who with a piece of evidence is credited. In the end, the court will have to consider the entirety of the evidence presented by both parties. Preponderance of evidence is then determined by considering all the facts and circumstances of the case, culled from the evidence, regardless of who actually presented it.[31]

That the witness is the adverse party does not necessarily mean that the calling party will not be bound by the former's testimony. The fact remains that it was at his instance that his adversary was put on the witness stand. Unlike an ordinary witness, the calling party may impeach an adverse witness in all respects as if he had been called by the adverse party,[32] except by evidence of his bad character.[33] Under a rule permitting the impeachment of an adverse witness, although the calling party does not vouch for the witness' veracity, he is nonetheless bound by his testimony if it is not contradicted or remains unrebutted.[34]

A party who calls his adversary as a witness is, therefore, not bound by the latter's testimony only in the sense that he may contradict him by introducing other evidence to prove a state of facts contrary to what the witness testifies on.[35] A rule that provides that the party calling an adverse witness shall not be bound by his testimony does not mean that such testimony may not be given its proper weight, but merely that the calling party shall not be precluded from rebutting his testimony or from impeaching him.[36] This, the petitioner failed to do.

In the present case, the petitioner, by her own testimony, failed to discredit the respondent's testimony on how Hagonoy Lumber became his sole property. The petitioner admitted having signed the Deed of Partition but she insisted that the transfer of the property to Chua Siok Huan was only temporary. On cross-examination, she confessed that no other document was executed to indicate that the transfer of the business to Chua Siok Huan was a temporary arrangement. She declared that, after their mother died in 1993, she did not initiate any action concerning Hagonoy Lumber, and it was only in her counterclaim in the instant that, for the first time, she raised a claim over the business.

Due process requires that in reaching a decision, a tribunal must consider the entire evidence presented.[37] All the parties to the case, therefore, are considered bound by the favorable or unfavorable effects resulting from the evidence.[38] As already mentioned, in arriving at a decision, the entirety of the evidence presented will be considered, regardless of the party who offered them in evidence. In this light, the more vital consideration is not

whether a piece of evidence was properly attributed to one party, but whether it was accorded the apposite probative weight by the court. The testimony of an adverse witness is evidence in the case and should be given its proper weight, and such evidence becomes weightier if the other party fails to impeach the witness or contradict his testimony.

Significantly, the RTC's finding that the P200,000.00 was given to the petitioner and her husband as a loan is supported by the evidence on record. Hence, we do not agree with the petitioner's contention that the RTC has overlooked certain facts of great weight and value in arriving at its decision. The RTC merely took into consideration evidence which it found to be more credible than the self-serving and uncorroborated testimony of the petitioner.

At this juncture, we reiterate the well-entrenched doctrine that the findings of fact of the CA affirming those of the trial court are accorded great respect, even finality, by this Court. Only errors of law, not of fact, may be reviewed by this Court in petitions for review on certiorari under Rule 45.[39] A departure from the general rule may be warranted where the findings of fact of the CA are contrary to the findings and conclusions of the trial court, or when the same is unsupported by the evidence on record.[40] There is no reason to apply the exception in the instant case because the findings and conclusions of the CA are in full accord with those of the trial court. These findings are buttressed by the evidence on record. Moreover, the issues and errors alleged in this petition are substantially the very same questions of fact raised by petitioner in the appellate court.

On the issue of whether the P200,000.00 was really a loan, it is well to remember that a check may be evidence of indebtedness.[41] A check, the entries of which are in writing, could prove a loan transaction.[42] It is pure naiveté to insist that an entrepreneur who has several sources of income and has access to considerable bank credit, no longer has any reason to borrow any amount.

The petitioner's allegation that the P200,000.00 was advance on her share in the profits of Hagonoy Lumber is implausible. It is true that Hagonoy Lumber was originally owned by the parents of petitioner and respondent. However, on December 8, 1986, the heirs freely renounced and waived in favor of their sister Chua Sioc Huan all their hereditary shares and interest therein, as shown by the Deed of Partition which the petitioner herself signed. By virtue of this deed, Chua Sioc Huan became the sole owner and proprietor of Hagonoy Lumber. Thus, when the respondent delivered the check for P200,000.00 to the petitioner on June 7, 1988, Chua Sioc Huan was already the sole owner of Hagonoy Lumber. At that time, both petitioner and respondent no longer had any interest in the business enterprise; neither had a right to demand a share in the profits of the business. Respondent became the sole owner of Hagonoy Lumber only after Chua Sioc Huan sold it to him on August 1, 1990. So, when the respondent delivered to the petitioner the P200,000.00 check on June 7, 1988, it could not have been given as an advance on petitioner's share in the business, because at that moment in time both of them had no participation, interest or share in Hagonoy Lumber. Even assuming, *arguendo*, that the check was an advance on the petitioner's share in the profits of the business, it was highly unlikely that the respondent would deliver a check drawn against his personal, and not against the business enterprise's account.

It is also worthy to note that both the Deed of Partition and the Deed of Sale were acknowledged before a Notary Public. The notarization of a private document converts it into a public document, and makes it admissible in court without further proof of its authenticity.[43] It is entitled to full faith and credit upon its face.[44] A notarized document carries evidentiary weight as to its due execution, and documents acknowledged before a notary public have in their favor the presumption of regularity. Such a document must be given full force and effect absent a strong, complete and conclusive proof of its falsity or nullity on account of some flaws or defects recognized by law.[45] A public document executed and attested through the intervention of a notary public is, generally, evidence of the facts therein express in clear unequivocal manner.[46]

Petitioner, however, maintains that the RTC erred in admitting in evidence a mere copy of the Deed of Partition and the Deed of Sale in violation of the best evidence rule. In addition, petitioner insists that the Deed of Sale was not the result of bona fide negotiations between a true seller and buyer.

The "best evidence rule" as encapsulated in Rule 130, Section 3,[47] of the Revised Rules of Civil Procedure applies only when the content of such document is the subject of the inquiry. Where the issue is only as to whether such document was actually executed, or exists, or on the circumstances relevant to or surrounding its execution, the best evidence rule does not apply and testimonial evidence is admissible. Any other substitutionary evidence is likewise admissible without need to account for the original.[48] Moreover, production of the original may be dispensed with, in the trial court's discretion, whenever the opponent does not bona fide dispute the contents of the document and no other useful purpose will be served by requiring production.[49]

Accordingly, we find that the best evidence rule is not applicable to the instant case. Here, there was no dispute as to the terms of either deed; hence, the RTC correctly admitted in evidence mere copies of the two deeds. The petitioner never even denied their due execution and admitted that she signed the Deed of Partition.[50] As for the Deed of Sale, petitioner had, in effect, admitted its genuineness and due execution when she failed to specifically deny it in the manner required by the rules.[51] The petitioner merely claimed that said documents do not express the true agreement and intention of the parties since they were only provisional paper arrangements made upon the advice of counsel.[52] Apparently, the petitioner does not contest the contents of these deeds but alleges that there was a contemporaneous agreement that the transfer of Hagonoy Lumber to Chua Sioc Huan was only temporary.

An agreement or the contract between the parties is the formal expression of the parties' rights, duties and obligations. It is the best evidence of the intention of the parties.[53] The parties' intention is to be deciphered from the language used in the contract, not from the unilateral post facto assertions of one of the parties, or of third parties who are strangers to the contract.[54] Thus, when the terms of an agreement have been reduced to writing, it is deemed to contain all the terms agreed upon and there can be, between the parties and their successors in interest, no evidence of such terms other than the contents of the written agreement.[55]

WHEREFORE, premises considered, the petition is DENIED. The Decision of the Court of Appeals in CA-G.R. CV No. 66790 dated May 23, 2003 and Resolution dated December 2, 2003 are AFFIRMED.

SO ORDERED.

Ynares-Santiago, (Chairperson), Austria-Martinez, Chico-Nazario, and Reyes, JJ., concur.

[1] Penned by Associate Justice Remedios A. Salazar-Fernando, with Associate Justices Delilah Vidallon-Magtolis and Edgardo F. Sundiam, concurring; rollo, pp. 8-24.

[2] Rollo, pp. 26-27.

[3] Id. at 122.

[4] Records Vol. II, p. 203.

[5] Id. at 203-205.

[6] Id. at 203.

[7] Rollo, p. 119.

- [8] Records, Vol. I, p. 5.
- [9] Records Vol. II, p. 201.
- [10] Records, Vol. I, p. 6.
- [11] Id. at 2-3.
- [12] Id. at 46-47.
- [13] Records, Vol. I, p. 53.
- [14] Id. at 109-110.
- [15] Id. at 129-131.
- [16] Id. at 138-140.
- [17] Records, Vol. I, pp. 138-139.
- [18] Rollo, pp. 108-110.
- [19] Id.
- [20] Id. at 110-111.
- [21] Records, Vol. II, pp. 174-177.
- [22] Rollo, p. 126.
- [23] Id. at 119-126.
- [24] CA rollo, pp. 20-27.
- [25] Rollo, pp. 8-24.
- [26] Id. at 13-16.
- [27] Id. at 104.
- [28] Id. at 4-6.
- [29] Id. at 252.
- [30] Id. at 251-252.
- [31] Supreme Transliner, Inc. v. Court of Appeals, 421 Phil. 692, 699 (2001).
- [32] REVISED RULES ON EVIDENCE, Rule 132, Section 11 provides how the witness may be impeached, thus:
- SECTION 11. Impeachment of adverse party's witness. -- A witness may be impeached by the party against whom he was called, by contradictory evidence, by evidence that his general reputation for truth, honesty, or integrity is bad, or by evidence that he has made at other times statements inconsistent with his present testimony, but not by evidence of particular wrongful acts, except that it may be shown by the examination of the witness, or the record of the judgment, that he has been convicted of an offense.
- [33] REVISED RULES ON EVIDENCE, Rule 132, Section 12.
- [34] Landau v. Landau, 20 Ill.2d 381, 385, 170 N.E. 2d 1, 3 (1960)

- [35] See: Eviddence by Ricardo J. Francisco, Third Edition (1996), p. 487, citing 58 Am.Jur. 443.
- [36] Leonard v. Watsonville Community Hospital, 47 Cal. 2d 509, 516, 305 P. 2d 36 (1956).
- [37] Equitable PCI Bank v. Caguioa, G.R. No. 159170, August 12, 2005, 466 SCRA 686, 693.
- [38] Arwood Industries, Inc. v D.M. Consunji, Inc., G.R No. 142277, December 11, 2002, 394 SCRA 11, 19.
- [39] Union Refinery Corporation v. Tolentino, G.R. No. 155653, September 30, 2005, 471 SCRA 613, 618.
- [40] Changco v. Court of Appeals, G.R. No. 128033, March 20, 2002, 379 SCRA 590, 594.
- [41] Pacheco v. Court of Appeals, G.R. No. 126670, December 2, 1999, 319 SCRA 595, 603.
- [42] Tan v. Villapaz, G.R. No. 160892, November 22, 2005, 475 SCRA 721, 730.
- [43] Tigno v. Aquino, G.R. No. 129416, November 25, 2004, 444 SCRA 61, 75.
- [44] Mendezona v. Ozamis, G.R. No. 143370, February 6, 2002, 376 SCRA 482, 495-496.
- [45] Herbon v. Palad, G.R. No. 149572, July 20, 2006, 495 SCRA 544, 555-556
- [46] Valencia v. Locquiao, G.R. No. 122134, October 3, 2004, 412 SCRA 600, 609.
- [47] Sec. 3. Original document must be produced; exceptions. - When the subject of inquiry is the contents of a document, no evidence shall be admissible other than the original document itself, except in the following cases:
- (a) When the original has been lost or destroyed, or cannot be produced in court, without bad faith on the part of the offeror;
 - (b) When the original is in the custody or under the control of the party against whom the evidence is offered, and the latter fails to produce it after reasonable notice;
 - (c) When the original consists of numerous accounts or other documents which cannot be examined in court without great loss of time and the fact sought to be established from them is only the general result of the whole; and
 - (d) When the original is a public record in the custody of a public officer or is recorded in a public office.
- [48] Citibank, N.A. v. Sabeniano, G.R. No. 156132, October 12, 2006, 504 SCRA 378, 458.
- [49] Estrada v. Desierto, G.R. No. 146710-15, April 3, 2001, 356 SCRA 108, 138, citing Wigmore on Evidence, sec. 1191, p. 334.
- [50] TSN, 25 September 1998, pp. 6-7; TSN, 25 September 1998, pp. 10-13.
- [51] RULES OF COURT, Rule 8, Section 8.
- [52] Records, Vol. I, pp.138-139.
- [53] Arwood Industries, Inc. v D.M. Consunji, Inc., G.R No. 142277, December 11, 2002, 394 SCRA 11, 16.
- [54] Herbon v. Palad, G.R. No. 149572, July 20, 2006, 495 SCRA 544, 554-555.
- [55] Rules of Court, Rule 130, Sec. 9.

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