

GLORIA OCAMPO AND TERESITA TAN, PETITIONERS, VS. LAND BANK OF THE PHILIPPINES, URDANETA, PANGASINAN BRANCH AND EX OFFICIO PROVINCIAL SHERIFF OF PANGASINAN, RESPONDENTS.

G.R. No. 164968. July 03, 2009

Ponente: PERALTA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-164968/>

PERALTA, J.:

This Petition for Review on Certiorari assails the Court of Appeals Decision[1] dated July 21, 2004, in CA-G.R. CV No. 77683, which reversed and set aside the March 18, 2002 Decision[2] of the Regional Trial Court, Branch 45, Urdaneta City, Pangasinan, in Civil Case No. U-7095.

The facts, as culled from the records, follow.

In 1991, Gloria Ocampo and her daughter, Teresita Tan, obtained from the Land Bank of the Philippines a P10,000,000.00[3] loan (herein referred to as quedan loan), which was released to them on the following dates: P3,996,000.00 on January 31, 1991, upon the issuance of promissory note (PN) Nos. 91-038 and 98-039,[4] to mature on July 30, 1991; P6,000,000.00, on April 5, 1991, upon the issuance of PN Nos. 91-054, 91-055 and 91-056,[5] to mature on October 2, 1991.

Ocampo and Tan availed of the Quedan Financing Program for Grain Stocks of the Quedan and Rural Credit Guarantee Corporation[6] (Quedancor), whereby the latter guaranteed to pay the Land Bank their loan, upon maturity, in case of non-payment. Pursuant thereto, they delivered to the Land Bank several grains warehouse receipts (quedans), and executed a Deed of Assignment/Contract of Pledge covering 41,690 cavans of palay.[7]

The liability of Quedancor, however, was limited to eighty percent (80%) of the outstanding loan plus interests at the time of maturity.[8] Corollarily, the quedans delivered by Ocampo and Tan, as security, turned out to be insufficient. To address the matter, the Land Bank wrote Ocampo a letter[9] dated August 15, 1991, requiring her and Tan to give an additional security with respect to the (20%) percent unsecured portion of the quedan loan.

Accordingly, Ocampo and Tan constituted a real estate mortgage[10] over two parcels of unregistered land owned by Ocampo, as evidenced by Tax Declaration (TD) Nos. 6958 and 6959[11] (subsequently canceled and replaced by TD No. 317-A).[12] The mortgage was executed on September 6, 1991 and delivered by Ocampo and Tan to the Land Bank, together with the TDs and survey plan of the properties. Land Bank, in turn, registered the mortgage with the Register of Deeds of Lingayen, Pangasinan.

Meanwhile, Ocampo filed with the RTC, Branch 49, Urdaneta, Pangasinan, a case for the registration of the subject properties, docketed as Land Registration Case No. U-1116. Land Bank filed therein a Motion,[13] praying for the RTC to take into consideration the mortgage over the properties, and to register the same in Ocampo's name bearing the said encumbrance.

On August 15, 1991, Ocampo signed debit advices amounting to P100,000.00 as partial payment of the quedan loan.[14] After the maturity of the remaining three (3) promissory notes on October 2, 1991, Ocampo failed to

pay the balance for her quedan loan. Thus, the Land Bank filed with Quedancor a claim for guarantee payment. It also filed with the RTC, Branch 46, Urdaneta, Pangasinan, a criminal case for estafa[15] against Ocampo for disposing the stocks of palay covered by the grains warehouse receipts, docketed as Criminal Case No. U-7373.

As regards the 20% portion of the quedan loan, Land Bank filed on March 27, 2000 a petition[16] for extrajudicial foreclosure of real estate mortgage pursuant to Act No. 3135, as amended. On April 4, 2000, the Ex Officio Provincial Sheriff of Pangasinan issued a Notice of Extrajudicial Sale,[17] setting the sale at public auction on May 30, 2000, a copy of which was furnished to, and received by, Ocampo.

On May 25, 2000, Ocampo and Tan filed with the RTC a Complaint[18] for Declaration of Nullity and Damages with Application for a Writ of Preliminary Injunction against the Land Bank of the Philippines and the Ex Officio Provincial Sheriff of Pangasinan, praying[19] that after due notice and hearing on the merits, the RTC: (1) declare the deed of real estate mortgage null and void; (2) declare the extrajudicial foreclosure proceedings and notice of extrajudicial sale, null and void; (3) make the writ of preliminary injunction permanent; and (4) order the defendants to pay, jointly and severally, moral damages in an amount to be fixed by the RTC, plus attorney's fees, expenses of litigation, among others.

In their Complaint, Ocampo and Tan claimed that the real estate mortgage is a forgery, because Land Bank did not inform them that the properties would be used to secure the payment of a P2,000,000.00 loan, which they never applied for, much less received its proceeds. They also claimed that Tan could not have mortgaged the properties since she does not own the same.

During the trial,[20] Ocampo narrated that, on August 29, 1991, she went to the Land Bank to apply for another loan amounting to P5,000,000.00, but only P1,000,000.00 was approved. Not amenable to the said amount, she decided not to pursue her loan application. She further narrated that, in order to facilitate her P5,000,000.00 loan application, she signed a document denominated as Real Estate Mortgage. She insisted, however, that when she affixed her signature thereon, some portions were still in blank.[21] As for the quedan loan, she contended that she had fully paid the same when she executed a Deed of Absolute Assignment[22] dated July 3, 1991 in favor of Quedancor.[23] Such payment she made known to Land Bank through a letter[24] dated August 30, 1991.

In its Answer,[25] Land Bank contended that Ocampo and Tan executed a Deed of Real Estate Mortgage dated September 6, 1991, knowing fully well that the same would secure the 20% portion of their quedan loan, which was not guaranteed by Quedancor. They even submitted the TDs covering the properties as well as the survey plan. Tan, on the other hand, signed, not as a co-owner of the properties, but in her capacity as a co-borrower of the quedan loan.

Land Bank presented as its witness, Zenaida Dasig, the assigned account officer of Ocampo. Dasig testified[26] that Ocampo and Tan obtained a P10,000,000.00 quedan loan from the Land Bank, 80% of which was secured by quedan receipts. She stated that Ocampo was required to submit an additional collateral for the 20% unsecured portion, which she did through the mortgage contract. As for Ocampo's claim of full payment of the quedan loan, Land Bank insisted otherwise. It argued that the quedan loan was still not fully satisfied because it was not made a party to the Deed of Absolute Assignment between Ocampo and Quedancor. Land Bank relayed its position on the matter through a letter[27] dated September 17, 1991 to Ocampo, wherein it acknowledged receipt of her August 30, 1991 letter and informed her of the subsisting balance in the quedan loan.

On May 29, 2000, the RTC issued a Writ of Temporary Restraining Order,[28] effective for seventy-two (72) hours, to enjoin the Ex Officio Provincial Sheriff from proceeding with the scheduled May 30, 2000 sale at public auction.

After the trial, the RTC rendered a Decision[29] in favor of Ocampo and Tan, to wit:

WHEREFORE, in view of the foregoing, the Court renders judgment declaring the Real Estate Mortgage between the Plaintiffs and Defendant [Land] Bank of the Philippines and signed by the Plaintiffs on September 6, 1991, null and void.[30]

Land Bank moved for reconsideration,[31] but the RTC denied the same in its Order[32] dated July 12, 2002.

Land Bank filed an appeal with the CA, which granted the same. Accordingly, it reversed the RTC and ordered the dismissal of the complaint. The dispositive portion of the decision reads:

WHEREFORE, premises considered, the instant appeal is hereby GRANTED and the Decision dated March 18, 2002 of the Regional Trial Court, Branch 45 of Urdaneta City, Pangasinan, is hereby REVERSED and SET ASIDE. The complaint is ordered DISMISSED.

SO ORDERED.[33]

Ocampo and Tan did not file a motion for reconsideration of the CA decision. Instead, they elevated the matter before the Court via the present petition,[34] which involves the following issues: (1) whether or not the deed of real estate mortgage was void; and (2) assuming that it was valid, whether or not the loan was already extinguished.

The resolution of the first issue is factual in nature and calls for a review of the evidence already considered in the proceedings below. As a general rule, the Court is not a trier of facts and does not normally undertake the re-examination of the evidence presented by the contending parties during the trial of the case.[35] Only errors of law are reviewable by the Supreme Court on petitions for review.[36] However, this rule admits of several exceptions, wherein We disregarded the aforesaid tenet and proceeded to review the findings of facts of the lower courts.[37] Two exceptions are present in this case, namely: (1) when the findings of facts are conflicting; and (2) when the findings of fact of the Court of Appeals are contrary to those of the trial court.

Ocampo and Tan filed the complaint invoking the nullity of the real estate mortgage on the ground of forgery. To bolster their claim, they averred that a physical examination of Ocampo's signature showed that the typewritten name "Gloria Ocampo" was superimposed, or it overlapped the signature "Gloria Ocampo." They argued that this indicated that the signature "Gloria Ocampo" was affixed to the printed form of the deed before the typewritten "Gloria Ocampo" was typed thereon. Such also confirmed the testimony of Ocampo that she was made to sign a blank form before the typewritten parts thereof were typed.[38]

Forgery is present when any writing is counterfeited by the signing of another's name with intent to defraud.[39] Here, Ocampo admitted that she

had affixed her signature to a Deed of Real Estate Mortgage purportedly as a prefatory act to a P5,000,000.00 loan application. In her direct examination,[40] she testified as follows:

ATTY. TANOPO: DIRECT EXAMINATION

Q.

Mrs. Ocampo, I show you here a Deed of Real Estate Mortgage purportedly executed by you and the Land Bank of the Philippines, which has already been marked for purposes of identification as Exhibit "6" for the defendants, and I point to you a signature which overlapped (sic) the typewritten name Gloria Ocampo, will you inform this Honorable Court, whose signature is that which overlaps the typewritten name Gloria Ocampo?

A.

That is my signature, sir.

ATTY. TANOPO:

Q.

Now, in your complaint, you claim or alleged that this mortgage is a forgery, notwithstanding the fact that you admitted that the signature overlapped the typewritten Gloria Ocampo is your signature. Kindly inform the court why is this a forgery?

A.

Because they made me sign a blank form, sir.

Q.

Why were you made to sign a blank form by the bank?

A.

Because that was the procedure of the bank, letting them sign blank forms for the loan.

x x x x

COURT:

Q.

Madam Witness, what do you mean by blank form? It would seem that the exhibit is not blank?

A.

They showed us blank instrument for us to sign before we can obtain the loan, your Honor.

Q.

You mean to say in blank form, the form is not filled up although there are printed statements, is that correct?

A.

Yes, sir.

Corollarily, Ocampo's signature in the Deed of Real Estate Mortgage was not forged. We agree with the CA when it held that there is really no reason to discuss forgery.[41] Notably, Ocampo and Tan failed to present any evidence to disprove the genuineness or authenticity of their signatures.[42] A perusal of the Deed of Real Estate Mortgage dated September 6, 1991 revealed the signatures of Gloria Ocampo and Teresita Tan as well as that of Zenaida Dasig and Julita Orpiano. On the acknowledgment portion were the names of Gloria Ocampo and Teresita Tan, alongside their respective residence certificate numbers and the places and dates of issue, together with the name of Atty. Elmer Veloria, the notary public.

It is well settled that a document acknowledged before a notary public is a public document that enjoys the presumption of regularity. It is a prima facie evidence of the truth of the facts stated therein and a conclusive presumption of its existence and due execution. To overcome this presumption, there must be presented evidence that is clear and convincing. Absent such evidence, the presumption must be upheld. In addition, one who denies the due execution of a deed where one's signature appears has the burden of proving that contrary to the recital in

the jurat, one never appeared before the notary public and acknowledged the deed to be a voluntary act.[43] We have also held that a notarized instrument is admissible in evidence without further proof of its due execution and is conclusive as to the truthfulness of its contents, and has in its favor the presumption of regularity.[44]

Ocampo denied having appeared before the notary public.[45] When asked further by the RTC if she was certain, she replied that she cannot remember if she had indeed appeared before the notary public.[46] She also denied knowing Zenaida Dasig but she knew Julita Orpiano, who, according to her, was in-charge of the loan in Land Bank.[47] Contrary to Ocampo's claims, Dasig narrated that Ocampo signed the real estate mortgage in the presence of the notary public[48] because she was also present during that time.[49] As Land Bank's account officer, Dasig was tasked to evaluate loan applications and projects related thereto, for proposal as to viability and profitability, including the renewal of credit lines for management approval. As such, she was not only vested with knowledge of banking procedures and practices, she was also acquainted with the individuals who transact business with the Land Bank.

The real issue here is not so much on forgery, but on the fact that the Land Bank allegedly used the genuine signature of Ocampo in order to make it appear that she had executed a real estate mortgage to secure a P2,000,000.00 loan. Ocampo maintained that when she signed the blank form, she was led to believe by the Land Bank that such would be used to process her P5,000,000.00 loan application. She was, therefore, surprised when she received a notice from the sheriff regarding the foreclosure of a mortgage over her properties.

Article 1338 of the Civil Code provides:

ART. 1338. There is fraud when, through insidious words or machinations of one of the contracting parties, the other is induced to enter into a contract which, without them, he would not have agreed to.

Verily, fraud refers to all kinds of deception — whether through insidious machination, manipulation, concealment or misrepresentation — that would lead an ordinarily prudent person into error after taking the circumstances into account.[50] The deceit employed must be serious. It must be sufficient to impress or lead an ordinarily prudent person into error, taking into account the circumstances of each case.[51]

Unfortunately, Ocampo was unable to establish clearly and precisely how the Land Bank committed the alleged fraud. She failed to convince Us that she was deceived, through misrepresentations and/or insidious actions, into signing a blank form for use as security to her previous loan. Quite the contrary, circumstances indicate the weakness of her submissions. The Court of Appeals aptly held that:

Granting, for the sake of argument, that appellant bank did not apprise the appellees of the real nature of the real estate mortgage, such stratagem, deceit or misrepresentations employed by defendant bank are facts constitutive of fraud which is defined in Article 1338 of the Civil Code as that insidious words or machinations of one of the contracting parties, by which the other is induced to enter into a contract which without them, he would not have agreed to. When fraud is employed to obtain the consent of the other party to enter into a contract, the resulting contract is merely a voidable contract, that is a valid and subsisting contract until annulled or set aside by a competent court. It must be remembered that an action to declare a contract null and void on the ground of fraud must be instituted within four years from the date of discovery of fraud. In this case, it is presumed that the appellees must have discovered the alleged fraud since 1991 at the time when the real estate mortgage was registered with the Register of Deeds of Lingayen, Pangasinan. The appellees cannot now feign ignorance about the execution of the real estate mortgage.[52]

In fine, We hold that the Deed of Real Estate Mortgage was valid.

Anent the second issue, We also resolve the same against Ocampo and Tan and, consequently, hold that the loan obligation was not yet extinguished.

Ocampo claimed that she had already paid the quedan loan when she assigned parcels of land covered by three (3) transfer certificates of title in favor of Quedancor, as evidenced by the Deed of Absolute Assignment,[53] to wit:

WHEREAS, the ASSIGNOR acknowledges to be justly indebted to the ASSIGNEE in the total sum of NINE MILLION NINE HUNDRED NINETY-SIX THOUSAND P9,996,000.00 exclusive of interest charges.

WHEREAS, the ASSIGNOR, in full settlement thereof has voluntarily offered to assign and convey certain properties belonging to her and the ASSIGNEE indicated his willingness to accept the same;

NOW, THEREFORE, for and in consideration of the sum of NINE MILLION NINE HUNDRED NINETY-SIX THOUSAND representing the total obligation owing to the ASSIGNEE by the ASSIGNOR does hereby sede (sic), assign, transfer and convey in a manner absolute and irrevocable in favor of the said ASSIGNEE the following property/ies free and clear of all liens and encumbrances, x x x

The essence of a contract of mortgage indebtedness is that a property has been identified or set apart from the mass of the property of the debtor-mortgagor as security for the payment of money or the fulfillment of an obligation to answer the amount of indebtedness, in case of default of payment.[54] In the case before Us, the loan amount was established. It was also admitted that 80% was guaranteed by Quedancor, while the remaining 20%, by the Deed of Real Estate Mortgage. Finally, the records show that Ocampo and Tan obtained the loan from the Land Bank and it was the latter which released the loan proceeds.

We cannot countenance Ocampo's actions in order to justify her alleged full payment of the quedan loan. The loan was between her and the Land Bank; yet, she did not include the latter as party to the Deed of Absolute Assignment, for the following reasons: that it was Quedancor which collected from her and that, once, when she went to the Land Bank to pay her loan, the person she approached merely smiled at her.[55] Her justifications were flimsy and incredulous. Moreover, there are other evidence on record which she chose to ignore, showing her indebtedness to the Land Bank, and not to Quedancor, to wit: (1) she delivered the TDs on her properties as well as the survey plan to the Land Bank; (2) the mortgage was annotated on TD Nos. 6958 and 6959, and subsequently, on TD 317-A; (3) the Land Bank registered the mortgage with the Register of Deeds of Lingayen, Pangasinan; (4) she used TD No. 317-A in her application for the registration of her properties before the cadastral court; (5) the Land Bank even filed a motion in the land registration case so that the mortgage will be considered and noted as encumbrance on the properties; and (6) she paid Land Bank, by way of debit advices, in the amount of P100,000.00.

All the above circumstances, notwithstanding, Ocampo hastily executed the Deed of Absolute Assignment and conveyed some of her properties to Quedancor without prior notice to the Land Bank.

In the case of *Vda. De Jayme v. Court of Appeals*,[56] We held that *dacion en pago* is the delivery and transmission of ownership of a thing by the debtor to the creditor as an accepted equivalent of the performance of the obligation. Thus, it is a special mode of payment where the debtor offers another thing to the creditor, who accepts it as equivalent of payment of an outstanding debt, which undertaking, in one sense, amounts to a sale. As such, the essential elements are consent, object certain, and cause or consideration. In its modern concept, what actually takes place in *dacion en pago* is an objective novation of the obligation where the thing offered as an accepted equivalent of the performance of an obligation is considered as the object of the contract of sale, while the debt is considered as the purchase price. In any case, common consent is an essential prerequisite, be it sale or novation, to have the effect of totally extinguishing the debt or obligation.

The requisite consent is not present in this case, for as explained by the Court of Appeals:

x x x True, the plaintiffs-appellees executed a Deed of Assignment. But what does the said deed guarantee? The Deed of Assignment referred to was entered into between Quedan [Guarantee] Fund Board and the

plaintiffs-appellees. The appellant creditor bank, however, had no participation, or much less, consented to the execution of the said deed of assignment. Hence, the deed of assignment cannot have the valid effect of extinguishing the real estate mortgage or much less the quedan loan insofar as the creditor bank is concerned. Basic is the rule that in order to have a valid payment, the payment shall be made to the person in whose favor the obligation is constituted, or his successor-in-interest, or any person authorized to receive it. Why then did the plaintiff Gloria Ocampo assigned (sic) her properties to a guarantor and not directly to the creditor bank? The pre-trial order will readily disclose that the Quedan [Guarantee] Fund Board is a mere guarantor or surety of 80% of the quedan loan. Thus, even if the deed of assignment has the effect of a valid payment, we may reasonably conclude that the extinguishment is only up to the extent of 80% of the quedan loan. Thus, it leaves the balance of 20% of the quedan loan which can be fully satisfied by the foreclosure of the real estate mortgage.[57]

In a civil case, the burden of proof is on the plaintiff to establish his case through a preponderance of evidence. If he claims a right granted or created by law, he must prove his claim by competent evidence.[58] After considering the evidence presented by the parties, as well as their arguments in their respective pleadings, We hold that petitioners Ocampo and Tan failed to sufficiently establish their cause of action. Consequently, their complaint should have been dismissed by the RTC.

One more thing. Ocampo is a businesswoman and she had testified that she had availed of loans from other banks. The amount involved was not a measly amount. Verily, she is expected to be acquainted with the banking procedures as regards to loan applications. With this premise, she ought to have read the terms and conditions of the document that she was signing, especially so when, as claimed by her, there were still blank spaces at that time when she affixed her signature thereon. Finally, We believe that she must also be familiar with the manner by which the loans should be paid and settled; yet, that was not what happened here. The Court has always maintained its impartiality as early as in the case of *Vales v. Villa*,[59] and has warned litigants that:

x x x The law furnishes no protection to the inferior simply because he is inferior any more than it protects the strong because he is strong. The law furnishes protection to both alike - to one no more or less than the other. It makes no distinction between the wise and the foolish, the great and the small, the strong and the weak. The foolish may lose all they have to the wise; but that does not mean that the law will give it back to them again. Courts cannot follow one every step of his life and extricate him from bad bargains, protect him from unwise investments, relieve him from one-sided contracts, or annul the effects of foolish acts. x x x[60]

WHEREFORE, the Petition is DENIED. The Court of Appeals Decision dated July 21, 2004 in CA-G.R. CV No. 77683 is hereby AFFIRMED. Costs against the petitioners.

SO ORDERED.

Ynares-Santiago, (Chairperson), Chico-Nazario, Velasco, Jr., and Nachura, JJ., concur.

[1] Penned by Associate Justice Eugenio S. Labitoria, with Associate Justices Bienvenido L. Reyes and Rosalinda Asuncion-Vicente, concurring, rollo, pp. 25-32.

[2] Penned by Judge Joven F. Costales; rollo, pp. 83-98.

[3] Based on the five (5) promissory notes, the total amount released was P9,996,000.00.

[4] Records, pp. 202-203.

[5] Id. at 204-206.

[6] Then Quedan Guarantee Fund Board.

[7] CA rollo, p. 18.

[8] Id.

[9] Records, p. 208.

[10] Id. at 10.

[11] Id. at 209-210.

[12] Id. at 7.

[13] Id. at 8.

[14] TSN, August 29, 2001, p. 5.

[15] Records, pp. 131-133. Judge Modesto C. Juanson acquitted Ocampo of the crime charged under Article 315, paragraph 1(b) of the Revised Penal Code.

[16] Entitled, "Extrajudicial Foreclosure Proceeding No. U-1464"; records, pp. 23-24.

[17] Id. at 11.

[18] Id. at 2-6.

[19] Id. at 5.

[20] TSN, June 27, 2001, pp. 6-8.

[21] Id. at 5.

[22] Records , p. 219.

[23] TSN, October 10, 2001, p. 3.

[24] Id. at 4; records, p. 221.

[25] Id. at 41-42.

[26] TSN, August 15, 2001, pp. 18-19.

[27] Records, p. 211.

[28] Id. at 14.

[29] Supra note 2.

[30] Rollo, p. 98.

[31] Records, pp. 262-263.

[32] Id. at 276.

[33] Rollo, p. 32.

[34] Id. at 9-22.

[35] China Banking Corporation, Inc. v. Court of Appeals, G.R. No. 155299, July 24, 2007, 528 SCRA 103, 109.

- [36] Sering v. Court of Appeals, 422 Phil., 467, 471 (2001).
- [37] Espino v. Vicente, G.R. No. 168396, June 22, 2006, 492 SCRA 330, 336.
- [38] Memorandum for the Plaintiffs, records, pp. 237-244, 240.
- [39] Bank of the Philippine Islands v. Casa Montessori Internationale, G.R. No. 149454, May 28, 2004, 430 SCRA 261, 275, citing Agbayani, Commentaries and Jurisprudence on the Commercial Laws of the Philippines, Vol I (1989 ed.), p. 191
- [40] TSN, June 27, 2001, p. 4.
- [41] CA Decision, rollo, p. 30.
- [42] Id.
- [43] Santos v. Lumbao, G.R. No. 169129, March 28, 2007, 519 SCRA 408, 426-427.
- [44] China Banking Corporation v. Lagon, G.R. No. 160843, July 11, 2006, 494 SCRA 560, 567.
- [45] TSN, June 27, 2001, p. 20.
- [46] Id. at 21.
- [47] Id.
- [48] TSN, September 3, 2001, p. 14.
- [49] TSN, August 15, 2001, pp. 15-16.
- [50] Solidbank Corporation v. Mindanao Ferroalloy Corporation, G.R. No. 153535, July 28, 2005, 464 SCRA 409, 425.
- [51] Mayor v. Belen, G.R. No. 151035, June 3, 2004, 430 SCRA 561, 565.
- [52] Rollo, pp. 30-31.
- [53] Supra note 22.
- [54] China Banking Corporation v. Court of Appeals, G.R. No. 121158, December 5, 1996, 265 SCRA 327, 340-341.
- [55] TSN, October 10, 2001, p. 8.
- [56] G.R. No. 128669, October 4, 2002, 390 SCRA 380, 392-393, citing Tolentino, CIVIL CODE OF THE PHILIPPINES Vol. IV (1991), citing 2 Castan, 525; 8 Manresa 324; Filinvest Credit Corporation v. Philippine Acetylene Co. Inc., 111 SCRA 421 (1982).
- [57] Rollo, p. 32.
- [58] Rizal Commercial Banking Corporation v. Marcopper Mining Corporation, G.R. No. 170738, September 12, 2008.
- [59] 35 Phil. 769 (1916).
- [60] Id. at 787-788.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.