PHILIPPINE NATIONAL BANK, PETITIONER, VS. ADELA SIA AND ROBERT NGO, RESPONDENTS.

G.R. No. 165836. February 18, 2009

Ponente: QUISUMBING, J.

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QUISUMBING, J.:

This petition for review seeks to set aside the Decision[1] dated July 31, 2003 and the Resolution[2] dated October 28, 2004 of the Court of Appeals in CA-G.R. CV No. 49806.

The antecedents of the case, as culled from the records, are:

Midcom Interline Development Corporation (MIDCOM) was the registered owner of a 349-square meter lot with a ten-door apartment located at the corner of Alvarez and Oroquieta Streets in Sta. Cruz, Manila, and covered by Transfer Certificate of Title (TCT) No. 156156.[3]On August 20, 1984, MIDCOM signed a Contract to Sell[4] the property to the spouses Felicisimo and Myrna Galicia (Galicias) for the amount of P480,000, with the agreement that P150,000 be given upon the execution of the contract and the remaining P330,000 be paid in three monthly installments. Out of the purchase price of P480,000, the Galicias left an unpaid balance of P70,000.

The subject property was again sold by MIDCOM to Apolonia Sia Ngo and respondent Adela Sia for P630,000, as evidenced by a Deed of Absolute Sale[5] dated October 1, 1984. Thereafter, on October 9, 1984, the Galicias received a letter[6] that MIDCOM had already rescinded their Contract to Sell.[7]

On October 22, 1984, the Galicias filed before the Regional Trial Court (RTC) of Manila, Branch 29, a complaint[8] against MIDCOM and its president, Miguel G. Say, Jr., Apolonia Sia Ngo, and the Register of Deeds of Manila for Specific Performance and Damages with Prayer for Injunction. The complaint, docketed as Civil Case No. 84-27347, sought to compel MIDCOM to execute a Deed of Sale in the Galicias' favor upon payment of the balance of the purchase price. The Galicias also caused the annotation of a notice of lis pendens at the back of TCT No. 156156 on February 12, 1985.[9]

On February 26, 1985, TCT No. 156156 registered to MIDCOM was cancelled, and TCT No. 164726[10] was issued in the names of "Apolonia S. Ngo, married to Robert Ngo, and Adela Sia," despite a temporary restraining order issued by the RTC of Manila, Branch 29, enjoining the registration of the Deed of Sale and the issuance of a new title on the property.

On October 7, 1986, the RTC of Manila, Branch 29 decided Civil Case No. 84-27347 in favor of the Galicias, as follows:

> WHEREFORE, premises considered, judgment is hereby rendered in favor of the plaintiffs against the defendants:
>
> (1)
>
> Ordering defendant Midcom thru Miguel Say to execute the Deed of Absolute Sale in favor of plaintiffs upon

payment of the balance of the purchase price of the land in the amount of P70,000.00, and to deliver the duplicate owner's copy of the title over the land in question to the plaintiffs as well as such other documents necessary for the transfer or conveyance thereof to the plaintiffs;

(2)

Ordering defendants Apolonia Ngo and all other persons claiming rights under them to turn over and deliver the duplicate original of the title over the lot in dispute to plaintiffs and to convey the property to them;

(3)

Ordering defendant Register of Deeds of Manila to issue the title in the name of plaintiffs over the premises in question and to cancel the title in the name of Apolonia Ngo and other persons;

(4)

Declaring the adverse claim of Apolonia Ngo as void and of no effect;

(5)

Ordering the Register of [Deeds of] Manila or its deputy to cancel the adverse claim of Apolonia Ngo as appearing in the title of the lot in question;

(6)

Ordering the defendants Midcom thru Miguel Say and Apolonia Ngo to pay jointly and severally the plaintiffs the sum of P100,000.00 as moral damages, and P50,000.00 as exemplary damages;

(7)

Ordering the defendants Midcom, Miguel Say and Apolonia Ngo to pay jointly and severally the plaintiffs the sum of P30,000.00 attorney's fees;

(8)

Respondents Miguel Say, Apolonia Ngo and the Register of Deeds of Manila are hereby declared in contempt of court and are hereby fined P100.00 each with subsidiary imprisonment in case of insolvency for violation of the restraining order;

(9)

Ordering defendants to pay the costs.

SO ORDERED.[11]

Upon finality of the said decision, a writ of execution[12] was issued by the RTC of Manila, Branch 29 on August 16, 1990. TCT No. 164726 was cancelled and TCT No. 195378[13] in the name of the Galicias was issued by the Register of Deeds of Manila on January 22, 1991.

On January 23, 1991, the Galicias and petitioner Philippine National Bank (PNB) signed a contract of real estate mortgage[14]over the property to secure a loan for P5,000,000 which the Galicias had taken.

On February 29, 1991, Apolonia Ngo and respondents Adela Sia and Robert Ngo filed with the Court of Appeals a petition[15] for certiorari and prohibition praying that the decision in Civil Case No. 84-27347 be declared void on the ground of lack of jurisdiction, for failure to implead therein the respondents Adela Sia and Robert Ngo as indispensable parties. The petition was docketed as CA-G.R. SP No. 22889. Being insufficient in form and substance, however, the petition was denied due course on March 11, 1991.[16]Apolonia Ngo and respondents'

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first and second motions for reconsideration were likewise denied by the appellate court in its Resolutions dated May 31, 1991 and June 14, 1991.[17]

Thereafter, on August 2, 1991, respondents Adela Sia and Robert Ngo, claiming that their title to the subject property was beclouded by the decision and writ issued in Civil Case No. 84-27347, and joining an unwilling Apolonia as compulsory plaintiff, instituted a complaint[18] for quieting of title and/or reconveyance, damages, and annulment of judgment with prayer for restraining order and/or preliminary injunction before the RTC of Manila, Branch 3 against the Galicias, the City Sheriff of Manila, the Sheriff of Branch 29 of the RTC of Manila, the Register of Deeds, and MIDCOM. The complaint, docketed as Civil Case No. 91-58130, was later amended by deleting therein the action for annulment of judgment.

On August 27, 1991, respondent Adela Sia, joining respondent Robert Ngo and his wife, Apolonia Ngo as compulsory petitioners, also filed a petition[19] for annulment of judgment before the Court of Appeals. The petition, docketed as CA-G.R. SP No. 25819, likewise sought the nullification of the same decision and writ of execution issued in Civil Case No. 84-27347 allegedly for lack of jurisdiction for non-inclusion of Adela Sia who was an indispensable party. However, the Court of Appeals dismissed the petition for failure to state a cause of action.[20]The appellate court held that respondent Adela Sia had no right to the subject property at the time the complaint in Civil Case No. 84-27347 was filed since her claim as registered co-owner of the property arose only during the pendency of the case. Respondent Adela Sia moved for reconsideration, but it was denied in the November 27, 1991 Resolution[21] of the Court of Appeals. Not dissuaded by the dismissal, she elevated the case to this Court via petition for review, docketed as G.R. No. 103054.[22]This Court, however, also denied the petition, as well as the motions for reconsideration, and ordered that an entry of judgment be made in due course.[23]

The complaint lodged before Branch 3 of the RTC of Manila and docketed as Civil Case No. 91-58130 was amended for the second time by impleading PNB as a party defendant for having accepted the subject property as one of the collaterals in the loan it extended to the Galicias. Respondents claim that the mortgage of the land to PNB was in bad faith since PNB accepted the subject property as collateral to the loan obtained by the Galicias when the title of the property was still in the respondents' names. They claim that they are entitled to have TCT No. 164726 restored and reinstated and to have all the entries and annotations of adverse claim, mortgage lien, and notice of lis pendens on their title removed so as to quiet their title thereto.

On August 29, 1994, the RTC of Manila, Branch 3, rendered judgment in Civil Case No. 91-58130, holding that the action is barred by res judicata since the issues raised therein had already been answered with finality by the decision in Civil Case No. 84-27347. However, the trial court held that respondents are entitled to recover from MIDCOM the purchase price of P630,000 plus legal rate of interest from October 1, 1984, and attorney's fees in the amount of P20,000.[24]The dispositive portion of the decision states:

> WHEREFORE, judgment is rendered:
>
> - Ordering MIDCOM Corporation to pay plaintiff the sum of P630,000.00 plus legal rate of interest from October 1, 1984 and attorney's fees in the amount of P20,000.00.
>
> - Dismissing plaintiffs' complaint against defendants Felicisimo Galicia and Myrna Galicia.
>
> - Dismissing plaintiffs' complaint against PNB.
>
> As to counterclaim:
>
> - Plaintiffs are hereby ordered jointly and solidarily to pay defendants Felicisimo and Myrna Galicia the sum of P20,000.00 as attorney's fees plus costs of litigation.

> - Plaintiffs are hereby ordered jointly and solidarily to pay defendant PNB the sum of P20,000.00 as attorney's fees plus cost of litigation.
>
> All other claims and counterclaims are hereby dismissed.
>
> SO ORDERED.[25]

On March 8, 1995,[26] the trial court denied respondents' motion for reconsideration. The respondents elevated the case before the Court of Appeals, where it was docketed as CA-G.R. CV No. 49806.

On July 31, 2003, the Court of Appeals reversed the ruling of the court a quo as follows:

> WHEREFORE, the appeal is GRANTED and the assailed Decision is REVERSED and SET ASIDE. In its stead[,] judgment is rendered:
>
> - Declaring Apolonia S. Ngo, married to Robert Ngo, and Adela Sia as co-owners of the litigated lot and its improvements;
>
> - Ordering the Register of Deeds of Manila to recall and cancel TCT No. 195378 in the names of the Galicias and to restore and reinstate TCT No. 164726 in the names of Apolonia S. Ngo, married to Robert Ngo, and Adela Sia; and
>
> - Ordering the Register of Deeds of Manila to cancel and remove all pertinent notices/annotations of adverse claim, lis pendens, mortgage and liens on TCT No. 164726.
>
> SO ORDERED.[27]

The appellate court held that what was entered into by MIDCOM and the Galicias was a mere contract to sell. Accordingly, MIDCOM remained the owner of the disputed property and could unilaterally rescind the contract to sell when the Galicias failed to pay the balance of the purchase price. The appellate court likewise held that for failure to implead an indispensable party, the judgment in Civil Case No. 84-27347 cannot bind respondent Adela Sia, who was a co-owner holding a one-half pro-indiviso share of the property.

Further, the Court of Appeals held that PNB was a mortgagee in bad faith. It noted that while the Real Estate Mortgage and Credit Agreement was entered into only on January 23, 1991 or a day after TCT No. 195378 in the name of the Galicias was issued on January 22, 1991, the loan application offering the subject property as collateral was dated November 29, 1990 and the PNB Rizal Avenue branch recommended its approval on December 14, 1990. It held that PNB committed lapses when it acted on the offer of the Galicias to secure their loan with a mortgage on a property covered by TCT No. 195378, since said title was still inexistent at the time, having been issued only on January 22, 1991. If PNB had indeed conducted an investigation as it claimed it did, then PNB would have discovered this fact.

PNB[28] and the Galicias[29] separately moved for reconsideration of the Court of Appeals decision, but the Court of Appeals denied their motions in its assailed Resolution dated October 28, 2004.[30]

Hence, the instant petition where PNB alleges that the Court of Appeals committed serious error in

> I.
>
> ...ORDERING THE [REGISTER OF DEEDS] OF MANILA TO RECALL AND CANCEL TCT NO. 195378 IN THE NAMES OF THE GALICIAS AND TO RESTORE AND REINSTATE TCT NO. 164726 IN THE NAMES OF APOLONIA S. NGO, MARRIED TO ROBERT NGO, AND ADELA SIA.
>
> II.

> ...RULING THAT PETITIONER PNB IS A MORTGAGEE IN BAD FAITH.
>
> III.
>
> ...ORDERING THE CANCELLATION AND REMOVAL OF ALL PERTINENT NOTICES/ANNOTATIONS OF ADVERSE CLAIM, LIS PENDENS, MORTGAGE AND LIENS ON TCT NO. 164726.[31]

Essentially, the issues for our resolution are: (1) whether Civil Case No. 91-58130 is barred by res judicata; and (2) whether PNB is a mortgagee in bad faith.

PNB argues that res judicata applies in the present case. It maintains that the facts in the action for quieting of title (Civil Case No. 91-58130) are also the very same facts evaluated in the proceedings before the Manila RTC, Branch 29 in Civil Case No. 84-27347, CA-G.R. SP No. 22889 and CA-G.R. SP No. 25819 which involve the same parties, same issues, and which have already been resolved with finality by the courts.[32]

Respondents counter that the vital elements of res judicata are not present because Adela Sia, an indispensable party, was not impleaded as party defendant in Civil Case No. 84-27347.[33]

After careful review, we find merit in PNB's petition.

The doctrine of res judicata as enunciated in Section 47, Rule 39 of the Rules of Court, reads:

> SEC. 47. Effect of judgments or final orders.-The effect of a judgment or final order rendered by a court of the Philippines, having jurisdiction to pronounce the judgment or final order, may be as follows:
>
> x x x x
>
> (b) In other cases, the judgment or final order is, with respect to the matter directly adjudged or as to any other matter that could have been raised in relation thereto, conclusive between the parties and their successors in interest by title subsequent to the commencement of the action or special proceeding, litigating for the same thing and under the same title and in the same capacity; and
>
> (c) In any other litigation between the same parties or their successors in interest, that only is deemed to have been adjudged in a former judgment or final order which appears upon its face to have been so adjudged, or which was actually and necessarily included therein or necessary thereto.

Res judicata literally means "a matter adjudged; a thing judicially acted upon or decided; a thing or matter settled by judgment." Res judicata lays the rule that an existing final judgment or decree rendered on the merits, and without fraud or collusion, by a court of competent jurisdiction, upon any matter within its jurisdiction, is conclusive of the rights of the parties or their privies, in all other actions or suits in the same or any other judicial tribunal of concurrent jurisdiction on the points and matters in issue in the first suit.[34]

For the preclusive effect of res judicata to be enforced, however, the following requisites must be present: (1) the judgment or order sought to bar the new action must be final; (2) the decision must have been rendered by a court having jurisdiction over the subject matter and the parties; (3) the disposition of the first case must be a judgment on the merits; and (4) there must be between the first and second action, identity of parties, subject matter and causes of action.[35]

In defending their title over the subject property, respondents insist that the decision in Civil Case No. 84-27347 is null and void for failure to implead them as indispensable parties. However, these arguments adduced by respondents have already been raised, passed upon, and rejected with finality in CA-G.R. SP No. 22889 and CA-G.R. SP No. 25819.

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In CA-G.R. SP No. 22889, the Court of Appeals ruled in this wise:

> In that Civil Case No. 84-27347, defendant Apolonia S. Ngo filed her answer to the complaint. She thereby submitted to the jurisdiction of the respondent court, she cannot now alleged (sic) in the petition at bar that the court a quo did not acquire jurisdiction over her person. If petitioner Apolonia S. Ngo is indeed married to Robert Ngo, she kept silent about her marital status during the entire proceedings in Civil Case No. 84-27347. Petitioner Apolonia S. Ngo could have assailed from the beginning the lower court's jurisdiction over her person on the ground that her husband Robert Ngo was not impleaded and could have thus invoked what she now claims that she cannot be sued for not being joined with her husband, Robert Ngo. This Court frowns upon petitioners' omission in not disclosing to the court below their status as husband and wife. On the other hand, Robert Ngo, petitioner herein, as husband of Apolonia S. Ngo, cannot disclaim knowledge about the fact that his wife is a defendant in Civil Case No. 84-27347. It is, therefore, clear that petitioner Apolonia S. Ngo is now estopped from assailing the jurisdiction of the Regional Trial Court of Manila in Civil Case No. 84-27347 after she had voluntarily submitted herself to its jurisdiction (Tejones vs. Geronilla, 159 SCRA 100). Petitioners must be considered to have accepted the lower court's jurisdiction. Estoppel is a bar against any claims of lack of jurisdiction. (Balais vs. Balais, 159 SCRA 37).
>
> x x x x
>
> In the case at bar, petitioner Apolonia S. Ngo lost her right to appeal by failing to avail of it seasonably. To remedy that loss, the petitioners have now resorted to the extraordinary remedy of certiorari as a mode of obtaining reversal of the judgment from which they failed to appeal. But since the decision in Civil Case No. 84-27347 has become final, it has gone beyond the reach of any court to modify in any substantive aspect. . . .[36]
>
> x x x x

In CA-G.R. SP No. 25819, the Court of Appeals held that:

> What is important to note is that after due trial, the trial court found the property in question was the subject of a contract to sell on August 20, 1984...entered into by [the Galicias] and defendant Midcom through its President, Miguel Say, Jr. The [Galicias] made a down payment of P410,000.00, with a balance of P70,000.00 payable on October 20, 1984.
>
> Upon receipt of information that defendant Miguel Say, Jr. was selling the property in question to another, the [Galicias] executed an Affidavit of Adverse Claim on October 2, 1984 and annotated the same on the same date in TCT [No.] 156156.... The trial court declared the unilateral rescission of the contract to sell executed by defendant Midcom and Say dated October 3, 1984 in favor of the [Galicias] null and void. The trial court likewise declared Apolonia S. Ngo as a purchaser in bad faith when she purchased the property in question, being aware of facts that ought to induce her to inquire into the status of said property. . . .
>
> Considering that the validity of the contract to sell executed by defendant Midcom through Miguel Say, Jr. in favor of [the Galicias] was upheld and the deed of sale executed by defendants Midcom thru Miguel Say, Jr. in favor of Apolonia Ngo, was in effect declared null and void, TCT No. 164726 of the Registry of Deeds of Manila issued to Apolonia Ngo and her alleged co-owner Adela Sia pursuant to the invalidated deed of sale and in violation of the restraining order issued by the respondent court on October 31, 1984 did not produce any right or title in favor of the apparent registered owners of the property in question, and for which reason the respondent court correctly ordered Apolonia Ngo and all persons claiming right under said TCT No. 164726 to turn over and deliver the duplicate owner's copy thereof to plaintiffs and to convey the subject property to them.
>
> There is reason to believe that [the Galicias] could not at the time they filed the complaint have included petitioner Adela Sia as one of the defendants in Civil Case No. 84-27347 before the respondent Regional Trial

> Court of Manila on the ground that said case was principally to ask the court to compel Midcom to execute a deed of sale in favor of respondents Galicia and to deliver its owner's copy of the title to the latter, and incidentally to cancel the adverse claim annotated by Apolonia Ngo on the title of Midcom.
>
> Upon the other hand, an adverse claim of plaintiff-spouses Galicia and notice of lis pendens having been annotated on the TCT of defendant Midcom of which petitioner Adela Sia had constructive, if not actual notice, said petitioner who claims an interest in the property under litigation should have intervened in the action (Civil Case No. 84-27347) brought by the spouses Galicia against Midcom, Say, Apolonia Ngo, and the Register of Deeds of Manila. Having failed to intervene, the judgment rendered in said case is binding on her. . . .
>
> Having acquired no right or title to the property in dispute, petitioner [Adela] Sia has no cause of action to ask for the annulment of the judgment of the respondent Regional Trial Court in Civil Case No. 84-27347.[37]
>
> x x x x

In denying Adela Sia's motion for reconsideration in CA-G.R. SP No. 25819, the Court of Appeals in its November 27, 1991 Resolution reiterated its earlier ruling that she is not an indispensable party in the proceedings in Civil Case No. 84-27347 before Branch 29 of the Manila RTC. The appellate court held:

> x x x x
>
> In the third ground[, respondent Adela], claiming to be an indispensable party, argues that she was deprived of her property without due process of law.
>
> We cannot sustain [respondent's] claim. Considering the manner how she and Apolonia Ngo obtained TCT No. 164726 of the Registry of Deeds of Manila in violation of the restraining order issued by the trial court, and the nature of the complaint filed by the spouses Galicia against Midcom [Interline] Development Corporation, et al., petitioner could not insist that she is an indispensable party therein.
>
> Moreover, as we have said in the decision sought to be reconsidered that an adverse claim and notice of lis pendens having been annotated in the TCT of defendant Midcom, of which she has notice, she should have intervened in said action. Additionally, she and Apolonia Ngo having the same interest in the land in litigation through the alleged sale to them by Midcom, the judgment against Apolonia is binding on her.[38]
>
> x x x x

As mentioned above, this Court denied the petition for review filed in CA-G.R. SP No. 25819 and ordered that an entry of judgment be made in the case. There being no appeals made in CA-G.R. SP No. 22889, the latter has also attained finality.

In the present case, the first three elements of res judicata are present. As to the fourth element, it is important to note that the doctrine of res judicata has two aspects: first, "bar by prior judgment" which is provided in Rule 39, Section 47 (b) of the Rules of Court and second, "conclusiveness of judgment" which is provided in Section 47 (c) of the same Rule.

There is "bar by prior judgment" when, as between the first case where the judgment was rendered, and the second case that is sought to be barred, there is identity of parties, subject matter, and causes of action. But where there is identity of parties and subject matter in the first and second cases, but no identity of causes of action, the first judgment is conclusive only as to those matters actually and directly controverted and determined and not as to matters merely involved therein. This is "conclusiveness of judgment." Under the doctrine of conclusiveness of judgment, facts and issues actually and directly resolved in a former suit cannot again be raised in any future case between the same parties, even if the latter suit may involve a different claim or cause of action. The identity of

causes of action is not required but merely identity of issues.[39]

In this case, conclusiveness of judgment exists because respondents again seek to enforce their right and title over the same subject matter, the litigated property, basing their claim on the nullity of the judgment in Civil Case No. 84-27347, for failure to implead them therein as indispensable parties, which had been overruled by final and executory judgments. The same question cannot be raised again even in a different proceeding involving the same parties.

Anent the issue that PNB is a mortgagee in bad faith, PNB claims it was diligent in processing the loan application of the Galicias and that respondents failed to dispute that prior to the signing of the Real Estate Mortgage Agreement on January 23, 1991, it conducted a credit investigation on the Galicias as well as the parcels of land being offered as collaterals. PNB also contends that the fact that it conducted its credit investigation prior to the issuance of TCT No. 195378 in the name of the Galicias should not be taken against it. It argues that what was material to the grant of the loan was that the Galicias were able to secure a copy of the TCT issued to them on January 22, 1991. PNB contends that without a copy of TCT No. 195378, the loan application would not have been granted.[40]

Respondents, on the other hand, argue that PNB is a mortgagee in bad faith as it closed its eyes to the infirmity of the Galicias' collateral just to accommodate them.[41]

We are of the opinion and so hold that PNB acted in good faith when it approved the loan application of the Galicias. We note that at the time the Galicias applied for a loan with PNB on November 29, 1990,[42] the decision in Civil Case No. 84-27347 was already final and executory. In fact, the trial court already issued a writ of execution on August 16, 1990 to implement its decision. Moreover, the respondents themselves alleged in their pleadings that the documents assessed by the bank in granting the loan application of the Galicias were the Contract to Sell between MIDCOM and the Galicias dated August 20, 1984 and the September 26, 1990 Order[43] of the trial court in Civil Case No. 84-27347 categorically ordering the Register of Deeds of Manila to cancel the title of Apolonia Sia and all persons claiming rights under her and to issue a new title in favor of the Galicias.[44]Furnished with a copy of the September 26, 1990 Order, PNB can reasonably conclude that it has no more reason to doubt that the Galicias are the recognized owners of the subject property because no less than the court ordered the Register of Deeds of Manila to issue a title in their names. As a gesture of utmost precaution, PNB even waited for the title in favor of the Galicias to be issued before it executed and signed the Contract of Real Estate Mortgage. For this reason, PNB cannot be considered a mortgagee in bad faith.

WHEREFORE, the petition is hereby GRANTED. The assailed July 31, 2003 Decision and the October 28, 2004 Resolution of the Court of Appeals in CA-G.R. CV No. 49806 are REVERSED and SET ASIDE. The August 29, 1994 Decision[45] of the Regional Trial Court of Manila, Branch 3 in Civil Case No. 91-58130 is hereby REINSTATED.

Costs against respondents.

SO ORDERED.

Carpio Morales, Tinga, Chico-Nazario,[*]and Velasco, Jr., JJ., concur.

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[*] Additional member in lieu of Associate Justice Arturo D. Brion who had inhibited himself for having acted in the case while in the Court of Appeals and concurred with the ponente, Associate Justice Roberto A. Barrios.

[1] Rollo, pp. 69-86. Penned by Associate Justice Roberto A. Barrios, with Associate Justices Josefina

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Guevara-Salonga and Arturo D. Brion (now a member of this Court) concurring.

[2] Id. at 87-90.

[3] Exhibit "D," folder of exhibits, p. 6.

[4] Exhibit "K," id. at 34-35.

[5] Exhibit "A," id. at 1-2.

[6] Exhibit "L," id. at 36.

[7] CA rollo, p. 117.

[8] Records, pp. 33-40.

[9] Folder of exhibits, p. 7.

[10] Exhibit "E," folder of exhibits, p. 9.

[11] Records, pp. 151-152.

[12] Id. at 153-154.

[13] Exhibit "F," folder of exhibits, p. 10.

[14] Exhibit "M," id. at 37-38.

[15] Rollo, pp. 139-147.

[16] Id. at 148-150.

[17] Id. at 151-154.

[18] Records, pp. 1-13.

[19] Folder of exhibits, pp. 99-106.

[20] Rollo, pp. 172-178.

[21] Folder of exhibits, pp. 133-138.

[22] Id. at 57-93.

[23] Id. at 96-97, 160.

[24] Rollo, pp. 226-232.

[25] Id. at 232.

[26] Id. at 233.

[27] Id. at 85-86.

[28] CA rollo, pp. 178-190.

[29] Id. at 194-200.

[30] Rollo, pp. 89-90.

[31] Id. at 382.

[32] Id. at 386.

[33] Id. at 323-324.

[34] Republic v. Yu, G.R. No. 157557, March 10, 2006, 484 SCRA 416, 420.

[35] Heirs of Abalos v. Bucal, et al., G.R. No. 156224, February 19, 2008,546 SCRA 252, 272.

[36] Rollo, pp. 149-150.

[37] Id. at 176-177.

[38] Folder of exhibits, p. 137.

[39] Republic v. Yu, supra note 34, at 422; Heirs of Rolando N. Abadilla v. Galarosa, G.R. No. 149041, July 12, 2006, 494 SCRA 675, 688-689.

[40] Rollo, p. 63.

[41] Id. at 326.

[42] Folder of exhibits, pp. 42, 50.

[43] Id. at 52.

[44] Records, pp. 234-235.

[45] Rollo, p. 232.

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