

SPOUSES WILLIAM AND JEANETTE YAO, PETITIONERS, VS. CARLOMAGNO B. MATELA, RESPONDENT.

G.R. NO. 167767. August 29, 2006

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YNARES-SANTIAGO, J.:

These consolidated petitions for review assail the Decision[1] of the Court of Appeals dated September 30, 2004, in CA-G.R. CV No. 75264, which modified the Decision[2] of the Regional Trial Court of Las Piñas City, Branch 275 in Civil Case No. 98-0263, as well as the Resolution[3] dated April 15, 2005, denying the motions for reconsideration of both parties.

In G.R. No. 167767, spouses William and Jeanette Yao pray that the assailed decision and resolution of the Court of Appeals be reversed and set aside and that the original complaint filed by Carlomagno B. Matela in the lower court be dismissed for lack of merit.

In G.R. No. 167799, Matela prays that the judgment of the Court of Appeals be modified by ordering the spouses Yao to pay the amount of P741,482.00 as actual damages instead of P391,582.00, plus interest and attorney's fees.

The antecedent facts are as follows:

On March 30, 1997, the spouses Yao contracted the services of Matela, a licensed architect, to manage and supervise the construction of a two-unit townhouse at a total cost of P5,090,560.00.[4]

The construction started in the first week of April 1997 and was completed in April 1998, with additional works costing P300,000.00. Matela alleged that the spouses Yao paid him the amount of P4,649,078.00, thereby leaving a balance of P741,482.00.[5] When his demand for payment of P741,482.00 went unheeded, Matela filed a complaint[6] for sum of money with the Regional Trial Court of Las Piñas City which was docketed as LP-98-0263 and raffled to Branch 275.

In their answer, the spouses Yao denied that the project was completed in April 1998. Instead, they alleged that Matela abandoned the project without notice. They claimed that they paid Matela the sum of P4,699,610.93 which should be considered as sufficient payment considering that Matela used sub-standard materials causing damage to the project which needed a substantial amount of money to repair.

On April 1, 2002, the Regional Trial Court of Las Piñas City, Branch 275 rendered judgment in favor of Matela, the dispositive portion of which reads:

WHEREFORE, judgment is rendered in favor of [Matela] and against the [spouses Yao] ordering the latter to pay the former the sum of P741,428.00 plus legal rate of interest from the filing of the Complaint until fully paid and P50,000.00 as and by way of attorney's fees and to pay the costs.

SO ORDERED.[7]

The trial court anchored its decision on the following findings of facts:

Defendant spouses engaged the professional services of the plaintiff on March 30, 1997 to manage and supervise the construction of their two unit townhouses in Makati City at the agreed construction cost of P5,090,560.00. The construction started in the first week of April, 1997 and was completed by the plaintiff in April, 1998.

Close scrutiny of the evidence reveals that contrary to the allegation of the defendant spouses the construction of the two unit townhouses x x x were completed by the plaintiff. This is shown by the fact that the Building Official of Makati City, after inspection of the construction thereof, issued, the Evaluation Sheet Occupancy Permit (Exhs. "E" and "E-1"), Certificate of Completion (Exh. "F"), Certificate of Occupancy (Exh. "G") and Progress Flow Sheet of Occupancy Permit (Exh. "G-1").

It appears from these documents that the construction was completed on April 5, 1998 (Exh. "F") and that after inspection the same was found to have been done in accordance with its plans and specifications (Exh. "G").

If there (sic) defects were found all over the two unit townhouses, the Building Official of Makati City would not have issued the said documents, which are presumed to have been executed in due course and good faith.[8]

The Court of Appeals affirmed the decision of the lower court but modified the amount of actual damages to P391,582.00. The dispositive portion of the decision reads:

WHEREFORE, premises considered, the decision of the Regional Trial Court of Las Piñas City, Branch 275, in Civil Case No. 98-0263 is hereby MODIFIED in that the [spouses Yao] are hereby ordered to pay actual damages of Three Hundred Ninety One Thousand Five Hundred Eighty Two Pesos (P 391,582.00). The decision of the Regional Trial Court of Las Piñas City, Branch 275, dated 1 April 2002 in Civil Case No. 98-0263 is hereby AFFIRMED in all other aspect.

SO ORDERED.[9]

In affirming the findings of the court a quo, the Court of Appeals declared that:

As to the second assigned error, defendants-appellants claimed that plaintiff-appellee failed to finish the project within the agreed one hundred eighty (180) days. They pointed out that one hundred eighty (180) days from April 1997 ended on October 1997, however, the units were turned over only in April 1998.

The Court does not find any merit in this argument either. Any delay in the delivery is cured by acceptance of the thing after delay incurred. (See: *Tayong v. CA*, 219 SCRA 480, [1993]). In the present case, defendants-appellants do not deny they took over the townhouse units and have even sold the same. (See: *Records*, p. 363)[10]

Hence these consolidated petitions.

In G.R. No. 167799, Matela raised the lone issue of:

WHETHER OR NOT [MATELA] IS ENTITLED TO THE ADDITIONAL CONSTRUCTION COST.[11]

In G.R. No. 167767, the issue raised by the spouses Yao is:

WHETHER OR NOT THE DECISION OF THE COURT OF APPEALS IN NOT DISMISSING THE COMPLAINT [OF MATELA] AND NOT AWARDING THE COUNTER CLAIM [OF THE SPOUSES YAO] IS IN ACCORDANCE WITH LAW AND JURISPRUDENCE.[12]

Matela claims that although the spouses Yao did not expressly admit their obligation as regards the additional construction cost of P300,000.00, they impliedly admitted the same as evidenced by the testimony of Jeanette Yao before the court a quo.[13]

On the other hand, the spouses Yao contend that the complaint for the collection of a sum of money filed by Matela should be dismissed because it was the latter who breached his undertaking by using sub-standard materials and not completing the project. They also allege that the payments they made amounting to P4,699,610.93 should be considered as sufficient payment for the construction of the project.

The resolution of the issues raised by the parties require a re-examination of the pieces of evidence presented during the trial of the case. This is an exception to the established rule that in the exercise of our power of review, we only resolve questions of law and not questions of facts.

The rule that the Supreme Court does not resolve questions of facts, however, is not absolute. Jurisprudence has recognized several exceptions in which factual issues may be resolved by the Supreme Court, such as: (1) when the findings are grounded entirely on speculation, surmises or conjectures; (2) when the inference made is manifestly mistaken, absurd or impossible; (3) when there is grave abuse of discretion; (4) when the judgment is based on a misapprehension of facts; (5) when the findings of facts are conflicting; (6) when in making its findings the Court of Appeals went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee; (7) when the findings are contrary to the trial court; (8) when the findings are conclusions without citation of specific evidence on which they are based; (9) when the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondent; (10) when the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; or (11) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion.[14]

In the instant case, we find that the factual findings of the trial court and Court of Appeals are contradicted by the evidence on record. Thus, a review of the facts is in order.

As agreed by the parties, Matela will construct the townhouses in accordance with the Specification[15] while spouses Yao will pay Matela the agreed construction cost based on progress billings. The spouses Yao will not pay Matela the agreed price in full unless the latter has fully complied with and has discharged his obligations as specified in the contract.

In his book on Obligations and Contracts, the late Court of Appeals Justice Desiderio Jurado made the following discussion on reciprocal obligations:

Reciprocal obligations are those which are created or established at the same time, out of the same cause, and which result in mutual relationships of creditor and debtor between the parties. These obligations are conditional in the sense that the fulfillment of an obligation by one party depends upon the fulfillment of the obligation by the other. Thus, in a contract of sale of an automobile for P54,000. The vendor is obliged to deliver the automobile to the vendee, while the vendee is obliged to pay the price of P54,000 to the vendor. It is clear that the vendor will not deliver the automobile to the vendee unless the latter pay the price, while the vendee will not pay the price to the vendor unless the latter will deliver the automobile. Hence, in reciprocal obligations, the general rule is that fulfillment by both parties should be simultaneous or at the same time.

The rule then is that in reciprocal obligations, one party incurs in delay from the moment the other party fulfills his obligation, while he himself does not comply or is not ready to comply in a proper manner with what is incumbent upon him. If neither party complies or is ready to comply with what is incumbent upon him, the default of one compensates for the default of the other. In such case, there can be no legal delay. These rules may be illustrated by the following example: A sold his automobile to B for P30,000. They agreed that delivery and payment shall be made on the 15th of November 1980. On that date, A was not ready to deliver the automobile, neither was B ready to pay. In such case, neither party has incurred in delay. If A, however, delivered or was ready to deliver the automobile, but B did not pay or was not ready to pay, then B is said to

have incurred in delay.[16]

Both the trial court and the Court of Appeals found that Matela's "delivery" of the project constitutes a faithful discharge of his duties. We find otherwise. Our evaluation of the records reveal that Matela failed to comply with his obligation to construct the townhouses based on the agreed specifications. As such, he cannot be discharged from his obligations by mere delivery of the same to the spouses Yao.

The Specification contained the following provisions:

D. CARPENTRY WORKS

Lumber – This shall be of approved quality, well-seasoned, thoroughly dry, free from large, loose and unsound knots, saps, shakes and other imperfections impairing its durability, strength and appearance.

All roof trusses shall be of Apitong, conventional fabrication using wooden plates and machine bolts.

Purlins shall be 2x3 (commercial size) apitong or equivalent spaced at 0.60 m. o.c.[17]

x x x x

All wooden partitions indicated in the drawing shall be double faced ¼" thk. ordinary plywood nailed to 2x3 (commercial size) tanguile spaced at 0.60 m. o.c. bothways (wherever available).

The ceiling shall be of 3/16" thk plywood (class C) with 2x2 ceiling joist spaced at 0.60 m. o.c.

Door jambs shall be of standard type from 2/5 K.D. tanguile or equivalent.[18]

Contrary to the foregoing, the photographs offered by the spouses Yao as exhibits showed unfinished and uneven ceilings, rotten door jambs and door posts, unfinished wooden partitions and unhinged and unfinished doors.[19]

Paragraph I, Electrical Works of the Specification contained the following undertaking:

The Contractor shall furnish all materials, (or otherwise specified) labor and other services and perform all operations necessary for the complete installation of the Electrical System for the Project in accordance with the drawings and specifications. All electrical work shall be done under the direct supervision of a licensed Electrical Engineer. The Electrical Contractor shall secure the required Electrical Wiring Permit and Certificate of Electrical Inspection and pay the corresponding permit fees. All wiring in ceiling and double walls shall be Neltex Schedule 40 uPVC conduits or equivalent. All installation on concrete shall be in rigid conduit pipes.[20]

Furnishing and installation of conduits, boxes, wire gutters, fittings, cabinets, wireways, manholes and covers, supports and accessories for:

- Lighting system
- Convenience Outlets and other Special Purpose Outlets
- Sub-Feeders/Homeruns from Lighting Panels to Lighting Circuits as indicated on the plans
- Feeders to all Lighting Panels as indicated on plans.
- Main Distribution Panel (MDP)
- Service Entrance from source of Power to MDP
- Necessary Concrete Pedestals
- Telephone System

- Intercom System

Again, based on the photographs presented as evidence, we find that there were unfinished electrical conduits, electrical outlets with loose wirings and outlets with exposed wires.[21]

The Specification also provided for several kinds of tiles to be installed on the floors[22] and on the walls.[23] However, the exhibits showed decaying and unfinished cabinet floors,[24] stairways and bathroom floors with missing tiles,[25] uninstalled bathroom fixtures and exposed plumbing fixtures.[26] The bath tub was uninstalled that it can be easily pulled out of its concrete receptacle.[27] The exhibits also showed unfinished windows,[28] unpainted walls,[29] rusted metalworks and balusters.[30]

During the trial of the case before the court a quo on October 26, 2000, Jeanette Yao testified as follows:

Atty. De Asa, Sr.:

Now, you have read Exhibit "H" and Exhibit "3", I supposed and you understood its contents, isn't it?

Jeanette Yao:

Yes sir.

Q:

Now, on page 2 of Exhibit "3" also Exhibit "H" refers to a paragraph which states to carpentry works, which was bracketed and marked by this representation as Exhibit "3-B". And this refers to the carpentry works. What happened to this condition as contained in the second page of said Exhibit "H" and Exhibit "3" marked as Exhibit "3-B"?

A:

Sir, this was not followed.

Q:

What do you mean it was not followed?

A:

I found out during the construction that the wood has termites and some are not properly installed.

Q:

Going further to this Exhibit "H" and Exhibit "3". Found page 3 thereon again bracketed as Exhibit "3-C" by this representation and I will quote all wooden partition indicated in the drawing shall be double face " inches thick ordinary plywood, made two by three (commercial size) tangile space at 0.60 m.o.c both ways (where ever available). Similarly the ceilings shall be of three by sixteen inches thick plywood (-c) with two by two ceilings joys space 0.60 m.o.c. Likewise, door jams shall be of standard size from two feet K.D. tangile. Again was, Mrs. Witness, was this conditions as contained in the specification followed?

A:

Not followed sir.

Q:

Why do you say that it was not followed?

A:

Because I found out that all the bathrooms were no cabinet. That was supposed to have. And when I opened the ceilings, I found out that there are corrugated, GI corrugated inside still attached in the ceiling and a lot of termite also on the door jams.

Atty. De Asa, Sr.:

So, further going to Exhibit "3" and Exhibit "H" is specification under paragraph G denominated specialties, finished hard wares and I will quote unless otherwise specified all hard wares shall be of chromium plated finished. The contractor shall also provide and fit in place other hard wares nor herein executed and mentioned but nevertheless necessary to complete the work. For the record, Your Honor, this was bracketed and marked as defendant Exhibit "3-B".

Was this followed?

A:

This was not followed sir.

Q:

Again why do you say that it was not followed?

A:

I found out in the Unit B, Master Bed Room, that there were no showers. There were no faucet. And in the kitchen, there were no wire basket or accessory. In the, all the cabinet, there were no chrome plate or aluminum tube for the hanger of the clothes. All of these were not there.

Atty. De Asa, Sr.:

Now, again on the next page, fourth page, there is here encircled the words nelpex scheduled 40 UPDC conduits or equivalent, which again for purposes of record, Your Honor, please this was marked as Exhibit "3-F" for the defendant.

Would you kindly explain whether or not this particular encircled words followed us specified.

A:

They did not followed this, they used the another like the hose orange color not the pipe.

Q:

Not the pipe, and the, finally, on the last page of this Exhibit, we refer to the modular kitchen by Danielle (door panel only) this was encircled also Your Honor please and marked as Exhibit "3" was this followed by the plaintiff Matela in the construction of the townhouse?

A:

No sir they used ordinary wood, plywood, not the panel door by Danielle.

Q:

Now, summing up this Exhibit "3-B" on carpentry, on carpentry works which were not followed "3-C", "3-D", "3-F", and "3-E", if you will translate them into figure or in money, how much would they cost?

A:

Around Five Hundred Thousand.

Q:

Five Hundred Thousand, now, you mentioned all of these defects and matters which were not followed thru it specification was contained in Exhibit "H" and Exhibit "E". What other documents if any do you have to prove that indeed these defects existed?

A:

I took photos, sir.

Q:

Photographs, if those photographs will be shown to you, will you be able to recognize them?

A:

Yes, sir.

Q:

Now, during the pre-trial conference, Mrs. Witness, Atty. Margaret Chua marked in evidence several photographs from Exhibit "5", "5-A", up to "5-QQQ". Would you go over the same and tell this Honorable Court, what relation has those with the photograph according to you, you took to prove that you indeed the specifications as contained in Exhibit "H" and Exhibit "3" as well as the defects in the constructed townhouses were not followed or appears?

A:

I will show you one by one, this one.

Q:

These are the pictures.

A:

Yes.

Court:

Already marked?

Atty. De Asa, Sr.:

Yes, Your Honor, as exhibit.

Q:

Now, aside from these pictures Mrs. Witness I have here other pictures referring to Unit A and Unit B of.

Atty. De Asa, Sr.:

I'm sorry, I will withdraw that, Your Honor.

Q:

Go over now, each and every picture and explain before this Honorable Court, what specifications were not followed and for what were the defects you found in the constructed townhouses.

A:

The concrete moldings that they installed the electrical were not repaired.

Court Interpreter:

Witness is referring to Exhibit "5-A".

A:

And then, the next there is no doorbell for Unit B.

Court Interpreter:

Witness is referring to Exhibit "5-B".

A:

And then, 5-C, and D, there is no electrical switch or outlet, no lights.

Atty. De Asa, Sr.:

No lights referring to:

Court Interpreter: .

"5-E"

A:

The ceilings there is no electrical, and the ceilings were open and "5-F", this is the Attic there is no air-con outlet. "5-G", the wall no electrical switch. Also "5-H", no switched, no outlet.

Court Interpreter:

Same as Exhibit "5-I", "5-K" and "5-J".

A:

"5-L", there are wires, live wires found in the circuit breaker and leave it open.

Atty. De Asa, Sr.:

Next.

A:

"5-M", we installed the cover since it is very dangerous because there are live wires. And letter M, there was.

Atty. De Asa, Sr.:

"5-N".

A:

Yeah, "5-N", the water flows in the circuit breaker so, it cause like a fire crackers during the rainy days.

Q:

How about Exhibit "5-O"?

A:

"5-O", as you can see there are also no outlet. "5-P", no electrical wire, outlet or switch but there is a junction

box.

Q:

"5-Q"?

A:

There are also junction box, but no wire and no switch covered.

Q:

"5-R"?

A:

"5-R", as you can see the ceiling there are GI corrugated, they used this in the flooring and the water flows in here from second floor because there are water leaks. The same with this.

Court Interpreter:

"5-S".

Atty. De Asa, Sr.:

"5-S".

A:

The same.

Atty. De Asa, Sr.:

The same "5-T"?

A:

They used two inches PVC pipe for the down-spout. It should be three inches as I have seen in the blue print.

"5-U", as you can see this is also number two inches pipe.

Court Interpreter:

Witness is referring to the two inches pipe. .

A:

"5-V", the same with "5-U" and "5-W", the pipe is so small.

Atty. De Asa, Sr.:

Anyway, these pictures from Exhibit "5", "5-A" up to "5-QQQ" were all the pictures, which you have taken to establish that the specifications were not followed and that there were defects in the townhouses constructed by Matela?

A:

Yes, sir.

Q:

Now, was these townhouses completed by plaintiff?

A:

No.

Q:

Why do you say no?

A:

Since I took photo, he did not follow what we have agreed in the specification. [31]

We cannot rely on the Building Permit,[32] Certificate of Completion[33] and Certificate of Occupancy[34] to prove the project's completion. While it is true that under the Rules of Court, the issuance of the foregoing documents enjoy the presumption of regularity, however, it is only a disputable presumption, which may be overcome by other evidence.

The agreed construction cost of the project was P5,090,560.00, however, the amounts reflected in the Building Permit, the Certificate of Completion and the Certificate of Occupancy are far less. In the Building Permit, the total cost was pegged at P2,191,700.00; in the Certificate of Completion, the actual cost of construction was P2,347,706.81; while in the Certificate of Occupancy the cost of the project as built was declared at P2,341,706.00. Considering the discrepancies, the conclusiveness of the said documents fall when arrayed against the pieces of evidence introduced by the spouses Yao.

However, we find that the spouses Yao likewise failed to comply with their undertakings.

As alleged by Matela, the spouses Yao made periodic payments to him based on progress billings. This was contained in the Summary of Cash Payments[35] and the Summary of WLY Invoices[36] that he submitted as part of his formal offer of evidence. However, the spouses Yao refused to pay the balance of the agreed construction cost despite demands. The spouses Yao justified their non-payment by arguing that Matela abandoned the project and that there were defects in its construction.

Evidently, both parties in this case breached their respective obligations. The well entrenched doctrine is that the law does not relieve a party from the effects of an unwise, foolish or disastrous contract, entered into with full awareness of what he was doing and entered into and carried out in good faith. Such a contract will not be discarded even if there was a mistake of law or fact. Courts have no jurisdiction to look into the wisdom of the contract entered into by and between the parties or to render a decision different therefrom. They have no power to relieve parties from obligation voluntarily assumed, simply because their contracts turned out to be disastrous deals or unwise investments.[37] However, in situations such as the one discussed above, where it cannot be conclusively determined which of the parties first violated the contract, equity calls and justice demands that we apply the solution provided in Article 1192 of the Civil Code:

Art. 1192. In case both parties have committed a breach of the obligation, the liability of the first infractor shall be equitably tempered by the courts. If it cannot be determined which of the parties first violated the contract, the same shall be deemed extinguished, and each shall bear his own damages.

In *Camus v. Price, Inc.*,[38] we held that:

Even assuming, therefore, that the Lessee's obligation to insure the building arose after the completion of the construction of the buildings in September, 1951, as the Lessor also defaulted in the performance of his corresponding duty, it can not really be determined with definiteness who of the parties committed the first infraction of the terms of the contract. Under the circumstances, the conclusion reached by the Court of Appeals, that the parties are actually in *pari delicto*, must be sustained, and the contract deemed extinguished,

with the parties suffering their respective losses.

In the instant case, the losses to be incurred by the parties will come, as far as Matela is concerned, in the form of the alleged unpaid balance of the construction cost that he is seeking to collect from the spouses Yao. For the latter, the losses that they will bear is the cost of repairing the defects in the project. We consider the amount of P4,699,610.93 which Matela has already received from the spouses Yao, as sufficient payment for his services and the materials used in the project.

WHEREFORE, the Decision dated September 30, 2004 of the Court of Appeals in CA-G.R. CV No. 75264 which affirmed with modification the Decision of the Regional Trial Court of Las Piñas City, Branch 275, and its Resolution dated April 15, 2005 denying reconsideration thereof, are REVERSED and SET ASIDE. The contract between spouses William and Jeanette Yao and Carlomagno B. Matela is DEEMED EXTINGUISHED and each of the parties shall bear their own losses.

SO ORDERED.

Panganiban, C.J., (Chairperson), Austria-Martinez, Callejo, Sr. and Chico-Nazario, JJ., concur.

[1] Rollo of G.R. No. 167767, pp. 43-53. Penned by Associate Justice Andres B. Reyes, Jr. and concurred in by Associate Justices Rosmari D. Carandang and Monina Arevalo-Zenarosa.

[2] Id. at 38-41. Penned by Judge Bonifacio Sanz Maceda.

[3] Id. at 55.

[4] Records, p. 1.

[5] Agreed construction cost of P5,090,560.00 plus P300,000.00 additional works less payments of P4,649,078.00.

[6] Records, pp. 1-3.

[7] Rollo of G.R. No. 167767, p. 41.

[8] Id. at 40-41.

[9] Id. at 52-53.

[10] Id. at 49-50.

[11] Rollo of G.R. No. 167799, p. 6.

[12] Rollo of G.R. No. 167767, p. 16.

[13] Rollo of G.R. No. 167799, p. 8.

[14] *Almendrala v. Wing On Ngo*, G.R. No. 142408, September 30, 2005, 471 SCRA 311, 322.

[15] Exhibit "H" and Exhibit "3", Records, pp. 223-227.

[16] *Jurado, Comments and Jurisprudence on Obligations and Contracts*, 1993 edition, pp. 59-60.

[17] See Exhibit "3-B", Records, p. 224.

[18] See Exhibit "3-C", id. at 225.

- [19] See Exhibits "5-E", "5-S", "5-BB", "5-CC", "5-DD", "5-FF", "5-OO", "5-SS", "5-TT", "5-KKK", "5-NNN", id. at 224.
- [20] See Exhibit 3-F, id. at 226.
- [21] See Exhibits "5-C", "5-D", "5-F", "5-G", "5-H", "5-I", "5-K", "5-J", "5-L", "5-M", "5-N", "5-O", "5-P", "5-Q", id. at 224.
- [22] See Paragraph J, Schedule of Finishes, of the Specification, id. at 226.
- [23] See Wall Finishes section of the Specification, id. at 227.
- [24] See Exhibits, "5-CC" and "5-EE", id. at 238.
- [25] See Exhibits, "5-GG", "5-HH" and "5-II", id. at 239.
- [26] See Exhibit "5-PP", id. at 242.
- [27] See Exhibit "5-QQ", id. at 242.
- [28] See Exhibit "5-UU", id. at 243. See also Exhibit "5-XX", id. at 244.
- [29] See Exhibit "5-VV", id. at 244.
- [30] See Exhibit "5-FFF", id. at 247.
- [31] TSN, October 26, 2000, pp. 10-21.
- [32] Records, p. 126.
- [33] See Exhibit "F", Records, p. 128.
- [34] See Exhibit "G", id. at 129.
- [35] See Exhibit "B", id. at 124.
- [36] See Exhibit "C", id. at 125.
- [37] Sanchez v. Court of Appeals, 345 Phil. 155, 190-191 (1997).
- [38] G.R. Nos. L-17858-9, July 13, 1962, 5 SCRA 581, 588.

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