

MARIA LOURDES TAMANI, CONCEPCION TAMANI, ESTRELLA TAMANI, TERESITA TAMANI, AZUCENA SOLEDAD, DOLORES GUERRERO, CRISTINA TUGADE DAMIETA MANSAANG, MANUEL TAMANI, VALERIANA CASTRO, ...

G.R. No. 171497. April 04, 2011

Ponente: PERALTA, J.

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PERALTA, J.:

Before this Court is a petition for review on certiorari,[1] under Rule 45 of the Rules of Court, seeking to set aside the September 30, 2005 Decision[2] and February 10, 2006 Resolution[3] of the Court of Appeals (CA) in CA-G.R. CV No. 61674.

The facts of the case are as follows:

On July 29, 1986, a Complaint[4] for quieting of title was filed by respondent spouses Roman Salvador and Filomena Bravo (respondents) against petitioners Maria Lourdes Tamani, Concepcion Tamani, Estrella Tamani, Teresita Tamani, Azucena Soledad, Dolores Guerrero, Cristina Tugade, Damieta Mamsaang, Manuel Tamani, Valeriana Castro, Aurora Santiago and Rosario Castillo (petitioners), over a 431 sq. m. parcel of land located at Solano, Nueva Vizcaya. The case was filed with Branch 29 of the Regional Trial Court (RTC) of Bayombong, Nueva Vizcaya and docketed as Civil Case No. 5252. Petitioners are the surviving children and legal heirs of the spouses Demetrio Tamani and Josefa Caddauan (Spouses Tamani).

Respondents and the Spouses Tamani are co-owners of an undivided parcel of land with an area of 776 sq. m. under Transfer Certificate of Title (TCT) No. 8582.[5] Under said title, respondents own 345 sq. m. of the property whereas the Spouses Tamani own the remaining 431 sq. m. (disputed property).

On August 17, 1959, the Spouses Tamani allegedly sold the disputed property to Milagros Cruz (Cruz) as evidenced by a Deed of Absolute Sale[6] for a consideration of Php 2,500.00.

On December 11, 1980, Cruz sold the disputed property to respondents through a Deed of Absolute Sale for the same consideration of Php 2,500.00. Respondents thus acquired ownership over the whole area of 776 sq. m. resulting in the cancellation of TCT No. T-8582 and the subsequent issuance of TCT No. T-55328.[7]

In the meantime, in 1973, Benigno Magpale (Magpale) and Leoncia Velasco (Velasco) filed a complaint for specific performance against the Spouses Tamani in the then Court of First Instance (CFI) of Bayombong, Nueva Vizcaya. In said complaint, Magpale and Velasco sought to compel the Spouses Tamani to execute a deed of sale over a residential lot with an area of 496 sq. m., which, they alleged, was sold to them by the Spouses Tamani in 1936 without documentation. In a Decision[8] dated February 28, 1977, the CFI dismissed the complaint. Magpale and Velasco appealed to the Intermediate Appellate Court, which, however, affirmed the decision of the CFI. Since then, respondents have remained in possession over the disputed property.

At the RTC, petitioners filed an Answer[9] wherein they argued that they were the lawful owners and were in actual possession of the disputed property having inherited the same from their parents. Petitioners contend that the signature of their parents were forged and thus assail the validity of the August 17, 1959 Deed of Absolute sale between Cruz and their parents.

During trial, at the instance of petitioners, the signature of Demetrio Tamani appearing on the deed of sale and his standard signatures were submitted for examination and comparison to the Questioned Documents Division of the National Bureau of Investigation (NBI). Bienvenido C. Albacea (Albacea), a document examiner of the NBI, filed a Report[10] (NBI report) finding that "the questioned and standard signatures "DEMETRIO TAMANI" are WRITTEN by one and the same person." [11] Dissatisfied with the NBI report, petitioners asked for another examination of the signatures, this time submitting the same to the Philippine National Police (PNP) Crime Laboratory Service. Mely Sorra (Sorra), a document examiner of the PNP, filed a Report[12] (PNP report) finding that "the questioned signature of DEMETRIO TAMANI marked `Q' appearing on the Deed of Absolute Sale dated August 17, 1959 and the standard signatures of Demetrio Tamani marked `S-1' to `S-11' and `S-19' WERE WRITTEN BY TWO DIFFERENT PERSONS." [13]

On July 28, 1998, the RTC rendered a Decision[14] ruling in petitioners' favor. The dispositive portion of said decision reads:

WHEREFORE, premises considered, judgment is hereby rendered as follows:

1. Declaring the Deed of Sale dated August 17, 1959, Exh. "A", purporting to be executed by Demetrio Tamani in favor of the spouses Milagros Cruz and Cesar Cruz, as null and void and without legal force and effect.
2. Declaring the Deed of Sale dated December 11, 1980, Exh. "B" executed by the spouses Milagros Cruz and Cesar Cruz in favor of the spouses Roman Salvador and Filomena Bravo, as null and void and without legal force and effect.
3. Transfer Certificate of Title No. T-55328, Exh. "C" in the name of the spouses Roman Salvador and Filomena Bravo to be null and void and without any legal force and effect. The Register of Deeds of Nueva Vizcaya is hereby directed to CANCEL the same in his Office.
4. Declaring that Transfer Certificate of Title No. T- 8582 evidencing ownership of Demetrio Tamani and Josefa Caddauan for 431 sq. m. and Ramon Salvador and Filomena Bravo for 345 sq. m. to be valid and subsisting in the land records of Nueva Vizcaya. The Register of Deeds shall effect the same in his office.

x x x x

SO ORDERED.[15]

Confronted with conflicting testimonies from handwriting experts, the RTC gave more weight to the PNP report and testimony of Sorra because of her educational, professional and work background.

Dissatisfied with the decision of the RTC, respondents filed a Notice of Appeal.[16]

On September 30, 2005, the CA issued a Decision ruling in respondents' favor, the dispositive portion of which reads:

WHEREFORE, premises considered, the APPEAL is hereby GRANTED. Accordingly, the Decision, dated July 28, 1998, is REVERSED and SET ASIDE and a new one is entered declaring the validity of the following documents: Deed of Absolute Sale executed on August 17, 1959, Deed of Sale executed on December 11, 1980 and the TCT No. T-55328 in the name of appellants.

SO ORDERED.[17]

The CA ruled that the RTC erred when it relied solely on Sorra's educational, professional and work background when it decided to give more credence to the PNP report. The CA, after examining the questioned and standard signatures of Tamani opined that "the similarities of strokes are more prominent and pronounced than the dissimilarities and the apparent dissimilarities are overshadowed by the striking similarities in the questioned and the standard signatures." [18] The CA also observed that petitioners surprisingly did not question the signature of Josefa Caddauan (Caddauan). The CA surmised that Caddauan may have signed the Deed of Absolute sale because she knew that her husband, Demetrio Tamani, was going to sell the property, otherwise, she would have protested and not signed the deed. [19] Lastly, the CA held that petitioners failed to overcome the presumption that the deed of absolute sale, being a public document, carries the presumption of authenticity and due execution. [20]

Aggrieved, petitioners filed a Motion for Reconsideration, [21] which was, however, denied by the CA in a Resolution dated February 10, 2006.

Hence, herein petition, with petitioners raising the following issues for this Court's consideration, to wit:

I.

THE HONORABLE COURT OF APPEALS DISUSED (SIC) THE PROPER ROLE OF AN APPELLATE COURT IN CASES WHERE THERE ARE CONFLICTING EXPERT TESTIMONIES AND IMPROPERLY INTERPRETED THEIR DUTY TO INDEPENDENTLY EVALUATE THE AUTHENTICITY OF THE SIGNATURE OF THE LATE DEMETRIO TAMANI.

II.

THE HONORABLE COURT OF APPEALS HAD NO BASIS IN OVERTURNING THE FACTUAL FINDINGS OF THE TRIAL COURT.

III.

THE ASSAILED ISSUANCES WERE ISSUED IN GRAVE ABUSE OF DISCRETION AND IN A MANNER NOT IN ACCORD WITH THE DECISIONS LAID DOWN BY THIS HONORABLE SUPREME COURT. [22]

The petition is meritorious.

Well settled is the rule that in the exercise of Our power of review the findings of facts of the CA are conclusive and binding on this Court. However, there are recognized exceptions, among which is when the factual findings of the trial court and the appellate court are conflicting. [23] The disagreement between the RTC and the CA in their respective factual conclusions with regard to the alleged forgery of the signature of Tamani authorizes this Court to re-examine the testimonies and evidence submitted by the parties. It is noteworthy to point out that two expert witnesses testified, each with a different opinion on the issue at hand.

Before anything else, this Court observes that the present spectacle of having two expert witnesses with conflicting findings could have been avoided had respondents timely objected to petitioners' motion to have a second re-examination of Tamani's signature. After all, respondents are correct in their claim that the first examination was at the instance of petitioners. Respondents should have, therefore, objected to the second re-examination, as the RTC would have likely sustained the motion. However, a perusal of the records [24] would show that counsel for respondents never objected to petitioners' motion for a re-examination of Tamani's signature.

A reading of the RTC Decision shows that, notwithstanding the availability of testimonies from two expert

witnesses on the matter of the authenticity of Tamani's signature, the RTC opted not to rule squarely on the issue and instead conveniently disposed of the issue in the following fashion, to wit:

The two witnesses, Bienvenido C. Albacea and Mely Feliciano Sorra having examined the same documents but arrived and submitted opposing conclusions. It would appear, however, that based on their educational, professional and work backgrounds, the Court would give more weight to the report and testimony of Mely Feliciano Sorra, that the questioned documents and the standard documents were written by different persons.[25]

The manner by which the RTC disposed of the issue leaves much to be desired. While credentials of an expert witness play a factor in the evidentiary and persuasive weight of his testimony, the same cannot be the sole factor in determining its value. The CA was thus correct when it declared that the judge must conduct his own independent examination of the signatures under scrutiny.[26]

The CA, for its part, after examining the questioned signature and standard signatures of Tamani ruled that "although there are slight dissimilarities between them, one could not ignore the glaring and striking similarities of strokes and pattern of handwriting in the questioned and standard signatures of Demetrio Tamani. We opine that the similarities of strokes are more prominent and pronounced than the dissimilarities and the apparent dissimilarities are overshadowed by the striking similarities in the questioned and the standard signatures." [27]

Indeed, at first glance, it is easy to see why the CA ruled the way it did, considering the presence of similarities between the questioned signature and standard signatures of Tamani. However, after painstakingly reviewing the testimonies of the expert witnesses and the documentary evidence at hand, this Court is more inclined to believe that the signature of Tamani appearing on the August 17, 1959 Deed of Sale was forged as can be gleaned from the testimony of Sorra, the document examiner from the PNP Crime Laboratory.

Sorra testified that the questioned signature was executed in a slow and drawn manner, while the standard signatures were executed in a fast manner. Moreover, the line quality of the questioned signature, particularly the letters "o," "m" and "n" exhibited hesitation and patchings, while the standard signatures exhibited equal distribution of ink line and had good line quality.[28] In addition, the lateral spacing of the questioned signature was crumpled, while the lateral spacing of the standard signature is normal.[29] Particularly, the chart below illustrates the specific differences noted by Sorra in her testimony,[30] thus:

Letter

Questioned Signature

Standard Signatures

Capital letter D

Exhibit movement impulse

Continuous and fluent

Letter E

No initial stroke

Connected and has a small initial stroke

Letter M

First hump is rounded

First hump is pointed and angular

Letter T

"T-crossing" located at middle letter t

"T-crossing" is above the middle of the letter t

Letter O

Constricted and patched

O is Very obvious

Letter M

Patched- after the first hump there is a small stroke

Three humps

I dot

Long and slanting to the right

Smaller and slanting to the left

Letter N

Connected with letter a and has only one hump

Two humps

Terminal stroke

Tendency to go to the right and is fluent

Tendency to go upward

During cross-examination, Sorra explained that the differences she accounted for were not "variations," which are normal and usual deviations. She explained that variations are attributable to the fact that humans are not machines, such that it would be impossible to have two perfectly identical handwriting samples. Instead, Sorra clarified that the differences were "different" based on the hesitation in writing in the questioned signature. Sorra was steadfast that the similarities between the questioned signature and the standard signatures is attributable to the fact that the case involved a "simulated forgery" or a copied forgery, such that there will be similarities, but the similarities will be superficial.

The value of the opinion of a handwriting expert depends not upon his mere statements of whether a writing is genuine or false, but upon the assistance he may afford in pointing out distinguishing marks, characteristics and discrepancies in and between genuine and false specimens of writing which would ordinarily escape notice or detection from an unpracticed observer.[31] While admittedly this Court was unable to fully comprehend all the differences noted by Sorra given that her testimony was fairly technical in nature and description, it would, however, not be amiss to state that this Court has observed a good number of the differences noted by her. Moreover, while We are not unmindful of the testimony of Albacea, the document examiner from the NBI, this Court is more inclined to believe the findings of Sorra, because unlike Albacea, Sorra limited her examination to Exhibits "S-1 to S-11" and "S-19." Albacea, on the other hand, considered all 19 specimen signatures. Noticeably, Exhibits "S-12" to "S-18" were executed several years apart from the questioned signature which was supposedly

written in 1959. However, the dates of execution of Exhibits "S-12" to "S-18" covered years ranging from 1933 to 1952 and 1974. Thus, this Court finds that Sorra was correct when she opted to disregard the said Exhibits in her examination. Lastly, while it was improper for the RTC to rely solely on Sorra's credentials, her superior credentials, compared to that of Albacea,[32] give added value to her testimony.

Furthermore, as observed by the RTC, the circumstances surrounding the sale of the property militate its veracity and truthfulness, to wit:

1. The mortgage contract, Exh. "E", where the whole lot covered by TCT No. T-8582 was given as a collateral to the GSIS for a loan of P12,000 on June 14, 1958 or before the alleged sale. Demetrio Tamani was a signatory to the contract being a co-owner of the land covered therein. If the mortgage value of the whole land on June 14, 1958 was then P12,000.00 and Demetrio Tamani being the owner of 431 of the 771 sq. m. covered by the title or more than one-half thereof, it would be contrary to human nature for him to sell his portion of the land for only P2,500.00 a year after or on August 17, 1959 for less than the loan value of the land.
2. Demetrio Tamani declared the land for taxation purpose under Declaration of Real Property No. 21177, Exh. "16" and 4421, Exh. "17" and paid the taxes thereon under No. 6758595, Exh. "18" for P172.24 dated May 31, 1961 for the years 1955 to 1960; OR No. 6758596, Exh. "19" for P19.00 dated May 31, 1961 for the year 1961 and O.R. No. 1608650, Exh. "20" for P72.35 dated August 28, 1973 for the years 1961-1973.
3. The certifications of the Municipal Treasurer Solano, Nueva Vizcaya dated August 13, 1975, Exh. "22," and August 14, 1975, Exh. "23," that Demetrio Tamani is the sole owner and who paid taxes of the land under TD. No. 4421 and 14318 for the year 1961 to 1973.
4. Sworn statement of the Fair market value of Real Property on September 3, 1973, Exh. "21" filed by Demetrio Tamani.

x x x x

The declaration of the land for taxation purposes and payments of the taxes due thereon by Demetrio Tamani are not the acts of or (sic) one who is alleged to have sold the subject land. These acts, in fact, are indications that he never parted with the said land.

It is [also not] disputed that the Tamanis and their heirs are in actual possession of the 431 sq. m. area on the subject land.

5. [That] contracts of lease, dated May 7, 1986 executed by Teresita Tamani in favor of the tenants of the building erected on the subject land, namely, Antonio Taboy, Cipriano Hernandez, Paulino Cadiente, Basilio Fernandez. These lease contracts were executed by defendants over the property before this case was filed in Court which are acts of dominion over the subject land.

On the contrary, Milagros Cruz as testified to by her, did not declare the land for taxation purposes nor paid any tax thereon from the time she allegedly bought it on August 17, 1959 up to the time she sold it on December 11, 1980.

It appears also from the testimony of Milagros Cruz (tsn, p. 30, Feb. 21, 1991) that she allegedly bought the land for investment purposes of P2,500.00 from Demetrio Tamani. She sold, however, the land after 11[33] years on December 11, 1980, for the same price of P2,500.00. This fact casts doubt as to whether the alleged sale really took place.[34]

Moreover, it puzzles this Court as to how Cruz, a confessed businesswoman, could allegedly buy the property in dispute for investment purpose without bothering to ascertain the land's identity and character. As can be gleaned from her testimony, Cruz's indifference and lack of prudence is alarming, viz.:

Q. By the way, will you kindly tell us, more or less, the floor area of that small house which according to you is the only house in the land in question?

A. I do not know, sir.

Q. You don't even know the exact material of the house that was erected thereon?

A. No, sir.

Q. You did not even verify who were the persons residing therein?

A. No, sir.

Q. You did not inspect the premises, the meets (sic) and bounds of that portion of that parcel of land?

A. No, sir. [35]

x x x x

Q. In other words, Mrs. Witness, you never came to know that a certain Benigno Magpale actually resided on that portion of the lot claiming to be the absolute owner thereof?

A. There was somebody who was staying in the house but I do not know who [he was].

Q. You did not care to know it for yourself who that person is?

A. No, sir.

Q. You did not also likewise care as to what is the nature of Benigno Magpale's possession and what is the claim over the property?

A. No, sir.[36]

x x x x

Q. You did not also know that there is a certain Cipriano Hernandez who has a house inside that land?

A. No, sir.

Q. You did not care to know that there are other persons?

A. No, sir.

Q. You did not care to know whether there are other houses aside from that of Mr. Magpale?

A. No, sir.

Q. You did not also come to know that there is a certain Paulino Cadiente whose house was erected thereon?

A. No, sir.

Q. You did not also care to know whether there is another person in the name of Basilio Fernandez?

A. I do not know, sir.

Q. You did not know that there are at [least] six (6) houses inside the land in question?

A. I saw one house only, sir.

Q. What you saw is that house along the national road?

A. Yes, sir.

Q. You did not care to see the houses at the back?

A. No, sir.

Q. Despite the fact you were purchasing this property?

A. No, sir. The land was only shown to me.[37]

Based on the foregoing, as aptly argued by petitioners, the following circumstances would show that the alleged deed of sale was spurious: First, Cruz never took action to possess the property from 1959 to 1980; Second, even

after the supposed sale, Tamani was continuously declaring the land in his name for taxation purposes and paid the taxes due thereon; any reasonable person who had sold his property would not undertake the unnecessary burden of continuing to pay real property taxes on the same; Last, the land was allegedly sold to Cruz for P2,500.00 in 1959 and yet twenty-one years (21) after, Cruz sold the land to respondents for the same amount of P2,500.00. One who alleges forgery has the burden of establishing his case by a preponderance of evidence, or evidence which is of greater weight or more convincing than that which is offered in opposition to it.[38] Based on the preceding discussion, this Court finds that petitioners have satisfactorily discharged such burden.

The deed of sale may have been notarized and it is true that a notarial document is considered evidence of the facts expressed therein.[39] A notarized document enjoys a prima facie presumption of authenticity and due execution,[40] and only clear and convincing evidence will overcome such legal presumption.[41] Nonetheless, given the highly questionable circumstances present in the case at bar such prima facie presumption was properly put in dispute.

Given the manner by which petitioners presented and defended their case, this Court is of the opinion that respondents should have presented the individual who acted as witness to the deed of sale and the notary public who acknowledged the instrument to shed light on the circumstances of the same. However, when Cruz was asked if she remembered the person who acted as a witness to the deed of sale, Cruz peculiarly said that she did not know or remember who the individual was, to wit:

Q. Could you tell us who that person was who affixed his signature as witness to your deed of sale with Mr. Tamani?

A. I do not know, sir.

Q. You do not even remember the face?

A. No, sir [. It] was a long time ago. I know (sic) longer recall. I am already old. I am already 60.[42]

Likewise, it appears that the identity of the notary public cannot be established. A perusal of the acknowledgment would show that only the signature of the purported notary public was affixed to the document without indicating basic and vital information such as his complete name.

Finally, given the foregoing discussion, the question to be resolved then is should respondents be considered buyers in good faith having purchased the property in dispute from Cruz?

A purchaser in good faith is one who buys the property of another, without notice that some other person has a right to, or interest in, such property, and pays the full and fair price for it at the time of such purchase or before he has notice of the claim or interest of some other persons in the property. He buys the property with the belief that the person from whom he receives the thing was the owner and could convey title to the property. He cannot close his eyes to facts that should put a reasonable man on his guard and still claim he acted in good faith.[43] It is undisputed that respondents were neighbors of petitioners and even co-owners of land under TCT No. 8582. Respondents have also dealt with the Tamanis in the past, having mortgaged their property together when respondents availed of a loan from the Government Service Insurance System. Thus, it is inconceivable for respondents not to know that petitioners had been exercising open, continuous and notorious possession over the property. Like Cruz, respondents should have ascertained the land's identity and character given that houses were standing on the land in dispute and petitioners had been leasing the same to tenants.

Withal, although there is no direct evidence to prove forgery, preponderance of evidence inarguably favors petitioners. In civil cases, the party having the burden of proof must establish his case by a preponderance of evidence. Preponderance of evidence is the weight, credit, and value of the aggregate evidence on either side and is usually considered to be synonymous with the term "greater weight of the evidence" or "greater weight of the

credible evidence." Preponderance of evidence is a phrase which, in the last analysis, means probability of the truth. It is evidence which is more convincing to the court as worthier of belief than that which is offered in opposition thereto.[44]

WHEREFORE, premises considered, the petition is GRANTED. The September 30, 2005 Decision and February 10, 2006 Resolution of the Court of Appeals in CA-G.R. CV No. 61674 are REVERSED and SET ASIDE.

SO ORDERED.

Carpio, (Chairperson), Abad, Mendoza, and Sereno,[*] JJ., concur.

[*] Designated as an additional member in lieu of Associate Justice Antonio Eduardo B. Nachura, per Special Order No. 978, dated March 30, 2011.

[1] Rollo, pp. 26-67.

[2] Penned by Associate Justice Edgardo F. Sundiam with Associate Justices Martin S. Villarama, Jr. and Japar B. Dimaampao concurring; id. at 73-86.

[3] Id. at 88.

[4] Id. at 141-144.

[5] Id. at 146-147.

[6] Id. at 148.

[7] Id. at 145.

[8] Id. at 114-120.

[9] Id. at 172-178.

[10] NBI Report

Comparative examination of the specimens submitted, under magnifying lenses and stereoscopic microscope and with the aid of photographic enlargements, reveals that there exist significant fundamental similarities in handwriting characteristics/habits between the questioned and standard signatures "DEMETRIO TAMANI," such as in:

- Structural pattern of letters
- Proportion characteristics
- Continuity of strokes
- Placement and character of the "i-dot"
- Interplay of delicate and heavy strokes
- Natural variations
- Line quality

CONCLUSION:

The questioned and the standard signatures "DEMETRIO TAMANI" were WRITTEN by one and the same person. (Id. at 190-191).

[11] Rollo, p. 191.

[12] The PNP report reads:

FINDINGS:

1. Comparative examination and analysis of the questioned signature DEMETRIO TAMANI marked "Q" and the standard signatures of Demetrio Tamani marked "S-1" to "S-11" and "S-19" reveal significant divergences in handwriting movement, lateral spacing, quality of line, stroke structure and other individual handwriting characteristics.
2. Comparative examination and analysis of the questioned signatures DEMETRIO marked "Q-1", "Q-2" and the standard signatures Demetrio Tamani marked "S-1" to "S-11" and "S-19" reveal significant similarities in handwriting movement, skill, quality of line, stroke structure, and other individualize handwriting characteristics.
3. Standard signatures DEMETRIO TAMANI marked "S-12" to "S-18" were not utilized in the comparison due to the wide gap of execution which is inappropriate as basis for comparison.

CONCLUSION:

1. The questioned signature of DEMETRIO TAMANI marked "Q" appearing on the Deed of Absolute Sale dated 17 August 1959 and the standard signatures of Demetrio Tamani marked "S-1" to "S-11" and "S-19" WERE WRITTEN BY TWO DIFFERENT PERSONS. (Id. at 192-193).

[13] Rollo, p. 192.

[14] Id. at 96-105.

[15] Id. at 105.

[16] CA rollo, p. 20.

[17] Rollo, pp. 85-86.

[18] Id. at 83.

[19] Id.

[20] Id. at 84.

[21] Id. at 208-224.

[22] Id. at 37-38.

[23] *Borillo v. Court of Appeals*, G.R. No. 55691, May 21, 1992, 209 SCRA 130, 140; *Salvador v. Court of Appeals*, G.R. No. 109910, April 5, 1995, 243 SCRA 239, 253.

[24] See RTC Order dated April 5, 1994 which reads: "It has been agreed that Atty. Romeo Montefalco, counsel for the plaintiffs will submit the original Deed of Absolute Sale, dated August 17, 1959, already marked by the NBI as Exhibit 'Q' and 'Q-1', and the Deed of Mortgage, dated sometime in 1958 already marked as Exhibit 'Q-2' and 'Q-3', and for the counsel for the defendant, Atty. Clemente Paredes, to bring personally for examination at the PNP Laboratory, Camp Crame. x x x SO ORDERED." (Records, Vol. 1, p. 446).

See also RTC Order dated July 11, 1994 which reads: "Atty. Romeo Montefalco, counsel for plaintiffs, offered no objection to the motion to send exhibits to PNP Crime Laboratory Services. Atty. Clemente D. Paredes agreed that the defendants will shoulder the expenses of the court personnel who will bring the exhibits to the PNP Crime Laboratory Services, Camp Crame, Quezon City for examination. The record would show that the exhibits were

previously examined by the National Bureau of Investigation. There being no objection to the motion, the same is GRANTED.

Accordingly, Mrs. Feliciano Villa, Clerk of this Branch, is hereby ordered to bring the exhibits to the PNP Crime Laboratory Services for examination at the expense of the defendants within (10) days from receipt of this order. SO ORDERED." (Id. at 451)

[25] Rollo, p. 103.

[26] Id. at 82.

[27] Id. at 83.

[28] TSN, December 14, 1994, pp. 16-17.

[29] Id.

[30] See TSN, December 14, 1994, pp. 16-19.

[31] Felizardo S. Obando and Juan S. Obando v. People of the Philippines, G.R. No. 138696, July 7, 2010.

[32] As noted by the RTC in its Decision:

a) BIENVENIDO C. ALBACEA:

Document Examiner II, Questioned Documents Division, National Bureau of Investigation since 1976 up to 1993 when he testified. Previously, he was a crime photographer from 1965 to 1976. He is a graduate of BS Criminology, 1971, Philippine College of Criminology. He examined, more or less, 10,000 documents, appeared 100 times in Court and was upheld therein in 10 cases or 10%.

b) MELY SORRA

Document Examiner II in the Crime Laboratory Service, GHQ, PNP, since 1978 to 1994 when she testified. A graduate of Masteral Degree in Education, and Professional Criminologist. Part time professor of Questioned Documents since 1985, Philippine College of Criminology and Republican Colleges, Resource Speaker of TV on Truth Verified Incorporated System on Questioned Documents, and member of the Professional Criminologist Association in Criminology Education. She examined more than 30,000 documents, appeared and testified in Court 800 times, more or less, and has been upheld approximately 30% in these cases. (Rollo, pp. 102-103).

[33] Should be "21" years.

[34] Rollo, pp. 103-105.

[35] TSN, February 21, 1991, pp. 18-19.

[36] Id. at 20.

[37] Id. at 21.

[38] Delfin v. Billones, G.R. No. 146550, March 17, 2006, 485 SCRA 38, 48.

[39] Mendiola v. Court of Appeals, 193 Phil. 326, 335 (1981). Rule 132, Sec. 30 of the Rules of Court provides:

Sec. 30. Proof of notarial documents. -- Every instrument duly acknowledged or proved and certified as provided by law, may be presented in evidence without further proof, the certificate of acknowledgment being prima facie evidence of the execution of the instrument or document involved.

[40] Gutierrez v. Mendoza-Plaza, G.R. No. 185477, December 4, 2009, 607 SCRA 807, 817.

[41] Domingo v. Robles, 493 Phil. 916, 921 (2005).

[42] TSN, February 21, 1991, p. 30.

[43] Heirs of Ignacia Aguilar-Reyes v. Mijares, 457 Phil. 120, 136-137 (2003).

[44] Go v. Court of Appeals, 403 Phil. 883, 890-891 (2001).

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