

**HEIRS OF GORGONIO MEDINA, NAMELY: LEONOR T. MEDINA,
RAMON T. MEDINA, ABIEL T. MEDINA, ILUDIVINA M. ROSARI,
CONCEPCION DE LA CRUZ, LEONOR M. BAKKER, SAMUEL T.
MEDINA, VICTOR T. M...**

G.R. No. 177505. November 27, 2008

Ponente: CHICO-NAZARIO, J.

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CHICO-NAZARIO, J.:

Before Us is a Petition for Review on Certiorari under Rule 45 of the 1997 Rules of Civil Procedure which seeks to set aside the Decision[1] of the Court of Appeals dated 20 November 2006 in CA-G.R. CV No. 82160 affirming with modification the Decision[2] of Branch 33 of the Regional Trial Court (RTC) of Guimba, Nueva Ecija, in Civil Case No. 1165-G and its Resolution[3] dated 16 April 2007 denying petitioners' motion for reconsideration.

The factual antecedents are as follows:

On 16 May 1969, Tirso Medina, Pacifico M. Ruiz, Gorgonio D. Medina, Vivencio M. Ruiz, and Dominica Medina, co-owners of a parcel of land (Lot 1199, Cad-162, Guimba Cadastre, plan Ap-23418) situated in Poblacion, Municipality of Guimba, Province of Nueva Ecija, containing an area of two thousand three hundred thirty nine (2,339) square meters, agreed to divide and allot for themselves the said land. A sketch[4] signed by the co-owners showed the respective portions of land allotted to each. Gorgonio D. Medina received two portions of said land. One portion was allotted to him alone, while the second portion was allotted to him together with Tirso Medina and Pacifico M. Ruiz. This second portion is labeled as "Gorgonio Medina, Tirso Medina and Pacifico M. Ruiz" which is adjacent to the portion labeled as "Dominica Medina."

On 29 March 1972, Gorgonio D. Medina, predecessor-in-interest of petitioners, executed a Deed of Absolute Sale[5] whereby he sold to respondent Bonifacio Natividad for P2,000.00 his share (1/3) in the second portion of land including the improvements found therein.

Subsequently, a case for Partition with Damages, docketed as Civil Case No. 781-G, was filed before the RTC of Guimba, Nueva Ecija, Branch 33, by Tirso Medina against the co-owners of Lot 1199, among whom are Gorgonio Medina and Bonifacio Natividad. Bonifacio Natividad had likewise already bought the share of Dominica Medina in the land.

The parties entered into a compromise agreement which they submitted to the Court. On 20 November 1989, the RTC approved the agreement and rendered its decision based on the same.[6] The Compromise Agreement as quoted by the Court reads:

COMPROMISE AGREEMENT

COME NOW the parties, assisted by their respective counsel(s), and unto this Honorable Court respectfully

submit this Compromise Agreement in full and final settlement of their differences, to wit:

- The parties herein are the exclusive co-owners of that certain parcel of land located at the Poblacion, Guimba, Nueva Ecija, known as Lot 1199, Guimba Cadastre and more particularly described as follows:

A parcel of land (Lot 1199, of the Cadastral Survey of Guimba Cad. 162, plan Ap-23418, L.R. Case No. G-51, L.R.C. Record No. N-40711), situated in the Poblacion, Municipality of Guimba, Province of Nueva Ecija. x x x containing an area of TWO THOUSAND THREE HUNDRED AND THIRTY NINE (2,339) SQUARE METERS, more or less. x x x.

x x x x

- The herein parties recognize and acknowledge that their respective shares in the property aforementioned as appearing in the aforesaid Original Certificate of Title No. 130366 have been modified by agreement between them to allot a portion thereof to their co-owner, Vivencio M. Ruiz, to compensate for valuable services rendered to the parties vis-à-vis the said property, separate and apart from his rightful share therein as participating heir of Maria Medina;

- The plaintiff Tirso Medina hereby withdraws any/all statements appearing on record which he may have made in said case in the course of his testimony therein, and hereby asks the Honorable Court that said statements be expunged or withdrawn from the record;

- The foregoing considered, the parties have determined that it is to their mutual convenience and advantage, and in accord with their common desire to preserve and maintain the existing family harmony and solidarity to terminate their present community of ownership in the property aforementioned by mutual agreement and adjudication, in the manner appearing in the Sketch Plan of Partition attached as an integral part hereof as Annex "A" where the property is subdivided into Lot 1, 2, 3, 4, 5, and 6 and adjudicated, as follows:

- To Bonifacio Natividad, Lot No. 1, consisting of 480 square meters, more or less, representing the interests of Dominica Medina which was sold to him per document of "Sale of Rights, Waiver and Renunciation" appearing as Doc. No. 367; Page No. 75; Book No. 10; Series of 1968 in the Notarial Register of Atty.

- To VIVENCIO M. RUIZ, Lot No. 3 consisting of 370.21 square meters, more or less, as compensation for valuable services rendered; free and clear from any/all liens or encumbrances whatsoever or from the claims of any person whomsoever, except the present tenant/s thereon;

- To the heirs of MARIA MEDINA, Lot No. 2 consisting of 370.21 square meters, more or less, without prejudice to sales and dispositions already made by the respective heirs of their interests and participations therein;

- To TIRSO MEDINA, Lot No. 4 consisting of 369.29 square meters, more or less;

- To the heirs of PACIFICO M. RUIZ, Lot No. 5 consisting of 369.29 square meters, more or less, and

- To GORGONIA MEDINA, Lot No. 6, consisting of 369.29 square meters, more or less.[7]

On 8 October 1991, the trial court issued an order supplementing its decision dated 20 November 1989 which reads in part:

[T]hat the parties thereafter, engaged the services of one common geodetic engineer in the person of Rolly Francisco to conduct the survey and effect the subdivision of Lot 1199, which was subdivided into Lots A, B, C, D, E, and F, the area of which appears, thus:

Lot 1199-A with an area of 371 sq. ms., which lot now corresponds to Lot No. 4 adjudicated to Tirso Medina;

Lot 1199-B with an area of 371 sq. ms., which lot now corresponds to Lot No. 5 adjudicated to Pacifico Ruiz;

Lot 1199-C with an area of 371 sq. ms., which lot now corresponds to Lot No. 6 adjudicated to Gorgonio Medina;

Lot 1199-D with an area of 482 sq. ms., which lot now corresponds to Lot No. 1 adjudicated to Bonifacio Natividad;

Lot 1199-E with an area of 372 sq. ms., which lot now corresponds to Lot No. 2 adjudicated to Heirs of Maria Medina; and

Lot 1199-F with an area of 372 sq. ms., which lot now corresponds to Lot No. 3 adjudicated to Vivencio M. Ruiz; that in this subdivision made by the geodetic engineer, there was no change in the designation of the particular places adjudicated to the parties, except the change in areas allotted after the actual survey made.

WHEREFORE, finding the motion to be in order, the Court resolves to grant the same and hereby orders, that:

Lot 1199-A with an area of 371 sq. ms. is Lot 4, decision, adjudicated to Tirso Medina;

Lot 1199-B with an area of 371 sq. ms. is Lot 5, decision, adjudicated to Pacifico Ruiz;

Lot 1199-C with an area of 371 sq. ms. is Lot 6, decision, adjudicated to Gorgonio Medina;

Lot 1199-D with an area of 482 sq. ms. is Lot 1, decision, adjudicated to Bonifacio Natividad;

Lot 1199-E with an area of 372 sq. ms. is Lot 2, decision, adjudicated to Heirs of Maria Medina;

Lot 1199-F with an area of 372 sq. ms. is Lot 3, decision, adjudicated to Vivencio M. Ruiz.

This Order supplements the Decision dated November 20, 1989.[8]

Pursuant to the court-approved partition, Lot 1199-C, measuring 371 square meters, was registered in the name of Gorgonio Median for which Transfer Certificate of Title (TCT) No. NT-230248 of the Registry of Deeds for the Province of Nueva Ecija was issued to him.[9]

On 11 June 2001, Bonifacio Natividad, thru his alleged Attorney-In-Fact, Philip M. Natividad, filed before the RTC of Guimba, Nueva Ecija, Branch 31, a Complaint for Annulment of TCT No. NT-230248 and Damages.[10] It impleaded as respondents Abiel Medina and Veronica de Guzman who are occupying the said land. Bonifacio asks, among other things, that 1/3 of said land be surrendered to him because he had bought the same from Gorgonio Medina. In the Answer[11] filed by Abiel Medina and Veronica de Guzman, they argued, inter alia, that Philip Natividad had no legal capacity to sue because the Special Power of Attorney annexed to the Complaint did not grant him such authority. They further added that the Complaint failed to implead all the parties-in-interest considering that the ownership of the land covered by TCT No. NT-230248 had already passed to eleven heirs of Gorgonio Medina.

Bonifacio, thru Philip, filed a Motion for Bill of Particulars[12] praying that an order be issued by the court directing Abiel Medina and Veronica de Guzman to give the names and present addresses of all the heirs of Gorgonio Medina. Said motion was opposed.[13] In an order dated 15 October 2001, the trial court granted the motion.[14] Defendants complied with the court's order and submitted the names and addresses of all the heirs of Gorgonio Medina.[15]

On 7 January 2002, Bonifacio filed a Motion for Leave to Admit Amended Complaint with prayer that summons upon eight heirs be made through publication.[16] The Amended Complaint impleaded all the heirs of Gorgonio Medina (petitioners herein). In said amended complaint, a special power of attorney[17] dated 21 September 2001 allegedly executed by Bonifacio Natividad in the State of Washington, United States of America, and acknowledged before Phyllis Perry, a Notary Public of the State of Washington, USA, was attached authorizing

Philip Natividad to:

- To file all appropriate cases in court against the heirs of Gorgonio Medina for the recovery of the lot that I purchased from said Gorgonio Medina by virtue of Deed of Absolute Sale executed on March 29, 1972 and notarized by Atty. Inocencio B. Garampil under Doc. No. 435, Page No. 87, Book No. 1, Series of 1972, which lot is now titled in the name of Gorgonio Medina under Transfer Certificate of Title No. NT-230248;
- To institute all legal actions/cases in court for the annulment of said Transfer Certificate of Title No. NT-230248 which now covers the lot I bought from Gorgonio Medina;
- To represent me in all proceedings/hearings of the above-mentioned case/s up to its termination;
- To enter into a fair and reasonable compromise agreement and do all acts for the protection and preservation of my rights and interest over the above-mentioned lot;
- To negotiate/transact with all persons, secure and sign all necessary documents for the attainment of the above purposes.

In an Order dated[18] 30 January 2002, the trial court approved the motion and admitted the Amended Complaint. It directed the issuance of the corresponding summons, the same to be published in a newspaper of general circulation for three consecutive weeks. As to plaintiff's authority to sue, the trial court ruled that said issue had been settled by the special power of attorney attached to the Amended Complaint.

On 17 May 2002, the heirs of Gorgonio Medina filed a Motion to Dismiss[19] which the trial court denied on 20 August 2002.[20] On 10 September 2002, the heirs filed their Answer raising the following defenses: prescription, laches, lack of cause of action, lack of legal capacity to sue by Attorney-in-Fact, indefeasibility of TCT No. NT-230248 and lack of jurisdiction over the case for failure of the plaintiff to comply with the mandatory requirement of the Katarungang Pambarangay. Plaintiff filed his Reply dated 18 September 2002 specifically denying the allegations contained in the Answer with Compulsory Counterclaim.[21]

During the Pre-Trial, the parties stipulated the following facts and issues:

- TCT No. N-230248 in the name of Gorgonio Medina covers 371 square meters. This title was one of the titles issued as transfer from Original Certificate of Title No. 130366.[22]
- TCT No. 230248 came into being by virtue of the decision in Civil Case No. 781-G, a case of partition among Gorgonio Medina and his co-heirs decided by RTC Branch 33.
- The late Gorgonio Medina executed a Deed of Absolute Sale over 1/3 portion of his share in a parcel of land (Lot 1199, CAD-162 Guimba Cadastre) owned in common by him and his co-heirs.
- The land subject of the deed of sale is not the one covered by TCT No. 230248.

Issues:

- Whether the deed of sale of sale may be given effect notwithstanding the fact that the subject thereof is different from the portion covered by TCT No. 230248.
- Whether Mr. Philip Natividad is duly authorized to represent his father, Bonifacio Natividad in this case.[23]

The parties manifested that after they shall have filed their respective memoranda, the case shall be submitted for decision.

In its decision dated 10 December 2003, the trial court ruled in favor of Bonifacio Natividad. The decretal portion of the decision reads:

WHEREFORE, judgment is hereby rendered in favor of the plaintiff ordering the defendants to convey to the plaintiff 1/3 portion of the lot covered by TCT No. 230248 together with the improvements thereon and to account for, and deliver to the plaintiff the income derived therefrom from the institution of this case up to the execution of this decision.

No pronouncement as to damages there being no reservation made by the plaintiff to present evidence thereof.[24]

On the issue of Philip Natividad's authority to represent his father, the court ruled that it was convinced that Philip was authorized to represent his father by virtue of a notarized special power of attorney executed by Bonifacio attached to the amended complaint. It explained that the document was a public document as defined under Section 20, paragraph (a) of Rule 132 of the Rules of Court, the same having been notarized by a notary public for the State of Washington, USA. In the absence of any evidence to show that said special power of attorney was falsified, it was sufficient authority for Mr. Natividad to represent his father.

The trial court likewise ruled that the deed of absolute sale executed by Gorgonio Medina in favor of Bonifacio Natividad may be given effect notwithstanding the fact that the portion of Lot 1199 specified as its object was different from the portion adjudicated to Gorgonio Medina. It declared that the 1/3 portion of the land covered by TCT No. NT-230248 shall be deemed the object of the deed of sale. It agreed with Bonifacio that what was sold by Gorgonio Medina to him (Bonifacio) was his share, right and participation in the land known as Lot 1199. At the time of the sale, Lot 1199 was not yet divided. Gorgonio Medina specified a portion of Lot 1199, expecting that portion to be adjudicated to him, but his expectation did not materialize because a different portion was adjudicated to him during the partition. It added that justice demanded that a portion of what was adjudicated to him be considered as the object of the deed of sale.

The trial court further ruled that prescription and laches did not set in. Since there was an express trust created between Gorgonio Medina and Bonifacio Natividad, the action to compel the defendants to convey the property to Bonifacio did not prescribe. It explained that it is only when the trustee repudiates the trust that the prescriptive period of 10 years commences to run. In the instant case, Gorgonio Medina (trustee) repudiated the trust on 5 July 1993 when TCT No. NT-230248 was issued in his name. Thus, the filing of the complaint on 11 June 2001 was well within the ten-year prescriptive period.

On 22 December 2003, the petitioner-heirs of Gorgonio Medina filed a Notice of Appeal informing the trial court that they were appealing the decision to the Court of Appeals.[25] A Notice of Appeal having been seasonably filed by the petitioners, the entire records of the case were forwarded to the Court of Appeals.[26]

On 13 January 2004, Bonifacio Natividad filed a Motion for Execution Pending Appeal[27] which the trial court denied, it having lost jurisdiction over the case because the appeal was already perfected when the motion was filed.[28]

On 20 November 2006, the Court of Appeals rendered its decision affirming with modification the decision of the trial court. It disposed of the case as follows:

WHEREFORE, the Decision of the RTC, Branch 33, Guimba, Nueva Ecija, dated December 10, 2003, is hereby AFFIRMED with the MODIFICATION ordering the defendants-appellants to convey to plaintiff-appellee an area equivalent to 90 square meters of the land covered by TCT No. NT-230248.[29]

The appellate court affirmed the findings of the trial court, but ruled that the trust established between the parties was an implied or constructive trust, and not an express trust. It added that what should be conveyed to Bonifacio Natividad was only 1/3 of 270 square meters or 90 square meters, and not 1/3 of 371 square meters since what was sold to him was only a part of one of the two portions owned by Gorgonio Medina in the entire lot. Finally, it

declared that the contention that the Complaint should have been dismissed for lack of cause of action, considering that the Special Power of Attorney executed abroad by Bonifacio Natividad in favor of his son was not properly authenticated before a consular officer, put a premium on technicalities at the expense of substantial justice. Litigation, it said, should, as much as possible, be decided on the merits and not on technicalities.

Petitioners filed a Motion for Reconsideration[30] which the Court of Appeals denied in a resolution dated 16 April 2007.[31]

Hence, the instant petition raising the following issues:

WHETHER OR NOT THE COMPROMISE AGREEMENT THAT THE TRIAL COURT APPROVED IN CIVIL CASE NO. 781-G NOVATED THE DEED OF ABSOLUTE SALE DATED 29 MARCH 1972 BETWEEN GORGONIO MEDINA AND BONIFACIO NATIVIDAD.

WHETHER OR NOT BONIFACIO NATIVIDAD IS ESTOPPED BY LACHES.

WHETHER OR NOT THE REGISTRATION OF LOT NO. 1199-C IN THE NAME OF GORGONIO MEDINA WAS IN FRAUD OF BONIFACIO NATIVIDAD.

WHETHER OR NOT A CONSTRUCTIVE TRUST WAS CREATED BETWEEN GORGONIO MEDINA AND BONIFACIO NATIVIDAD.

WHETHER OR NOT BONIFACIO NATIVIDAD'S CAUSE OF ACTION HAS ALREADY PRESCRIBED.

WHETHER OR NOT THE COMPLAINT STATES A CAUSE OF ACTION.

Among the issues raised by petitioners the last is what we shall first tackle. Petitioners contend that the Court of Appeals committed a very grave error in not finding that the respondent was without any cause of action. Petitioners argue:

The Complaint in this case was instituted by Philip M. Natividad in the name of Bonifacio Natividad upon the strength of a Special Power of Attorney executed by the latter in Washington, U.S.A. While the document appears to have been acknowledged before Phyllis Perry, a Notary Public for the jurisdiction of the State of Washington, U.S.A., it was not presented before a Philippine Consular Officer for the requisite authentication.

The Revised Rules on Evidence require that a document acknowledged before a notary public being a public document, such record if kept in a foreign country, should be accompanied with a certificate that such officer has the custody thereof made by a secretary of the embassy or legation, consul general, consul, vice consul, or consular agent or by an officer in the foreign service of the Philippines stationed in the foreign country in which the record is kept, authenticated by the seal of his office. In the absence of the requisite certification and authentication of the public document, the same cannot be proved and, therefore, inadmissible as evidence.

Bonifacio Natividad's Special Power of Attorney not having been duly certified and authenticated, it cannot be duly proved. It is, therefore, deemed as not having been executed for purposes of instituting an action on his behalf. Without any valid authority to institute the action on behalf of his father, Philip Natividad is deemed to have instituted it on his own. Philip Natividad not being a party to the Deed of Absolute Sale between Gorgonio Medina and Bonifacio Natividad, he is undoubtedly not the real party in interest because he does not have any material interest in the contract which is the source of Bonifacio Natividad's cause of action. He does not stand to be benefited or injured by a judgment in the suit and neither is he entitled to the avails of the suit.

Not being the real party in interest, and being deemed to have brought the action on his own, Philip M. Natividad has no cause of action.[32]

The trial court was convinced that Philip Natividad was authorized by his father (Bonifacio) in this case by virtue

of the special power of attorney that the latter issued. The special power of attorney, it claims, is a public document, the same having been notarized by a notary public of the State of Washington, USA. It said that there being no evidence showing that said document had been falsified, the same was sufficient authority for Philip to represent his father. The Court of Appeals considered the fact that the special power of attorney was not properly authenticated before a consular office to be a mere technicality and could not be the basis for the dismissal of the complaint for lack of cause of action.

On his part, respondent said the notarized special power of attorney which he appended to the complaint is a public document. It carries with it the presumption of regularity and any suspicion on the authenticity and due execution thereof cannot stand against said presumption absent evidence which is clear and convincing.

The question to be answered is: Is the Special Power of Attorney supposedly authorizing Philip Natividad to file the instant case in behalf of his father admissible in evidence?

In *Lopez v. Court of Appeals*,^[33] we have ruled that a special power of attorney executed in a foreign country is, generally, not admissible in evidence as a public document in our courts. In said case, we said:

Is the special power of attorney relied upon by Mrs. Ty a public document? We find that it is. It has been notarized by a notary public or by a competent public official with all the solemnities required by law of a public document. When executed and acknowledged in the Philippines, such a public document or a certified true copy thereof is admissible in evidence. Its due execution and authentication need not be proven unlike a private writing.

Section 25,^[34] Rule 132 of the Rules of Court provides -

Sec. 25. Proof of public or official record. -- An official record or an entry therein, when admissible for any purpose, may be evidenced by an official publication thereof or by a copy attested by the officer having the legal custody of the record, or by his deputy, and accompanied, if the record is not kept in the Philippines, with a certificate that such officer has the custody. If the office in which the record is kept is in a foreign country, the certificate may be made by a secretary of embassy or legation, consul general, consul, vice consul, or consular agent or by any officer in the foreign service of the Philippines stationed in the foreign country in which the record is kept, and authenticated by the seal of his office.

From the foregoing provision, when the special power of attorney is executed and acknowledged before a notary public or other competent official in a foreign country, it cannot be admitted in evidence unless it is certified as such in accordance with the foregoing provision of the rules by a secretary of embassy or legation, consul general, consul, vice consul, or consular agent or by any officer in the foreign service of the Philippines stationed in the foreign country in which the record is kept of said public document and authenticated by the seal of his office. A city judge-notary who notarized the document, as in this case, cannot issue such certification.

Considering that the record of the case does not disclose any compliance with the provisions of Section 25, Rule 132 of the Rules of Court on the part of the petitioner, the special power of attorney in question is not admissible in evidence. As such, Mrs. Priscilla L. Ty cannot lawfully prosecute the case against the private respondents in the name of her principal as her authority through a special power of attorney had not been duly established in evidence. The litigation was not commenced by the real party-in-interest or by one duly authorized by the said party.

This being so, the Metropolitan Trial Court, the Regional Trial Court and the Court of Appeals never acquired jurisdiction over the person of the real party-in-interest -- Angelita Lopez. For lack of the requisite jurisdiction, all the proceedings in the said courts are null and void ab initio. All proceedings therein should be and are hereby set aside.

Accordingly, it is Our considered opinion, and We so hold, that a special power of attorney executed before a city judge-public notary in a foreign country, without the certification or authentication required under Section 25, Rule 132 of the Rules of Court, is not admissible in evidence in Philippine courts. (Emphasis supplied.)

In the case under consideration, the supposed special power of attorney involved was executed and acknowledged before Phyllis Perry, a Notary Public of the State of Washington, USA. This being the case, a certification or authentication, as required by Section 25 (now Section 24), Rules of Court, by a secretary of the embassy or legation, consul general, consul, vice consul, or consular agent or by any other officer in the foreign service of the Philippines stationed in the foreign country in which the record is kept, and authenticated by the seal of his office, is required. A notary public in a foreign country is not one of those who can issue the required certificate.

The records are bereft of evidence showing that there was compliance with Section 25 (now Section 24). Non-compliance therewith will render the special power of attorney not admissible in evidence. Not being duly established in evidence, the special power of attorney cannot be used by Philip Natividad to represent his father, Bonifacio Natividad, in this legal action against the petitioners. It is thus clear that this case was not filed by the real party-in-interest (Bonifacio) or by one duly authorized by said party. Not being a real party-in-interest and sans the authority to pursue the case, Philip Natividad could not have validly commenced this case. The special power of attorney executed before a notary public in a foreign country without the requirements mentioned in Section 25 (now Section 24) of the Rules of Court cannot be admitted in evidence before Philippine courts.

Both lower courts and respondent's contention that the lack of consular authentication is a mere technicality that can be brushed aside in order to uphold substantial justice, is untenable. The failure to have the special power of attorney authenticated is not merely a technicality -- it is a question of jurisdiction. In *Lopez*, we pronounced that jurisdiction over the person of the real party-in-interest was never acquired by the courts. As a result, all proceedings in the lower courts were declared null and void ab initio and thus set aside.

In the case before us, the Regional Trial Court and the Court of Appeals did not acquire jurisdiction over the person of Bonifacio Natividad. Following our pronouncement in *Lopez*, all proceedings before these courts are voided and set aside. In light of this, we find no need to discuss the other issues raised.

WHEREFORE, premises considered, the instant petition is GRANTED. All the proceedings before the Regional Trial Court of Guimba, Nueva Ecija, Branch 33 (Civil Case No. 1165-G) and the Court of Appeals (CA-G.R. CV No. 82160) are hereby declared void, and the case is hereby DISMISSED. No costs.

SO ORDERED.

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

[1] Penned by Associate Justice Estela M. Perlas-Bernabe with Associate Justices Renato C. Dacudao and Rosmari D. Carandang, concurring; CA rollo, pp. 104-114.

[2] Records, pp. 178-182.

[3] CA rollo, p. 138.

[4] See Sketch; records, p. 23.

[5] Records, pp. 9-10.

[6] Rollo, pp. 78-81.

- [7] Id. at 75-77.
- [8] Id. at 82-83.
- [9] Records, p. 8.
- [10] Id. at 2-11.
- [11] Id. at 20-23.
- [12] Id. at 18-19.
- [13] Id. at 32-33.
- [14] Id. at 36-37.
- [15] Id. at 38-40.
- [16] Id. at 43-45.
- [17] Id. at 52.
- [18] Id. at 58-59.
- [19] Id. at 79-81.
- [20] Id. at 90-91.
- [21] Id. at 102-103.
- [22] Id. at 148.
- [23] Pre-Trial Order; Records, p. 145.
- [24] Records, p. 182.
- [25] Id. at 187.
- [26] Id. at 188.
- [27] Id. at 192-193.
- [28] Id. at 203-205.
- [29] CA rollo, p. 114.
- [30] Id. at 117-130.
- [31] Id. at 138.
- [32] Rollo, pp. 47-49.
- [33] G.R. No. 77008, 29 December 1987, 156 SCRA 838, 841-843.
- [34] Now Section 24, Rule 132 of the Rules of Court.

Sec. 24. Proof of official record. - The record of public documents referred to in paragraph (a) of Section 19, when admissible for any purpose, may be evidenced by an official publication thereof or by a copy attested by the officer having the legal custody of the record, or by his deputy, and accompanied, if the record is not kept in the Philippines, with a certificate that such officer has the custody. If the office in which the record is kept is in a

foreign country, the certificate may be made by a secretary of the embassy or legation, consul general, consul, vice consul, or consular agent or by any officer in the foreign service of the Philippines stationed in the foreign country in which the record is kept, and authenticated by the seal of his office.

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