

RAUL S. IMPERIAL, PETITIONER, V. HEIRS OF NEIL BAYABAN, AND MARY LOU BAYABAN, RESPONDENTS.*G.R. No. 197626. October 03, 2018*

Ponente: LEONEN, J.

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The burden of proving that a negligent act of an employee was performed within the scope of his or her assigned tasks rests with the plaintiff. When the plaintiff has discharged this burden, as in this case, the presumption that the employer was negligent arises, and the employer must put forward evidence showing that he or she had exercised the due diligence of a good father of a family in the selection and supervision of the employee. Failing to dispute this presumption renders the employer solidarily liable with the employee for the quasi-delict.

This resolves a Petition for Review on Certiorari[1] filed by Raul S. Imperial (Imperial) assailing the Court of Appeals March 18, 2011 Decision[2] and July 11, 2011 Resolution[3] in CA-G.R. CV No. 93498. The Court of Appeals found Imperial solidarily liable with his employee and driver, William Laraga (Laraga), for the damages suffered by spouses Neil Bayaban (Neil) and Mary Lou Bayaban (Mary Lou) (collectively, the Bayaban Spouses) as a result of Laraga's negligent operation of the van owned by Imperial.

On December 14, 2003, at about 3:00 p.m., two (2) vehicles, a van and a tricycle, figured in an accident along Sumulong Highway, Antipolo City. The Mitsubishi L-300 van with plate number USX 931 was owned and registered under Imperial's name, and was driven by Laraga. The tricycle with plate number DU 8833 was driven by Gerardo Mercado (Mercado).[4]

On board the tricycle were the Bayaban Spouses, who sustained injuries.[5] They were brought to Unciano Hospital where the attending physician found that Neil suffered the following:

Fracture Open Type III-B, Complete Comminuted, Displaced, middle Third Tibia, Fracture Closed, Complete comminuted displaced, Middle Third Femur, right Fracture, closed complete disp. Lateral Tibial plateau knee joint left.[6]

As for Mary Lou, she was found to have suffered the following:

Fracture closed, complete, comminuted, Displaced distal radius left (Frykmann VIII), Dislocation, ulnocarpal/ulnoradial jt. left, Fracture, closed, complete, transverse, displaced, middle-distal 3[rd] Humerus right.[7]

For the injuries they sustained, the Bayaban Spouses had to undergo therapy and post-medical treatment.[8]

The Bayaban Spouses demanded compensation from Imperial, Laraga, and Mercado for the hospital bills and loss of income that they sustained while undergoing therapy and post-medical treatment.[9] When neither Imperial, Laraga, nor Mercado heeded their demand, the Bayaban Spouses filed a Complaint[10] for damages before the Regional Trial Court of Antipolo City, impleading Imperial, Laraga, and Mercado as defendants. In their Complaint, they prayed for P311,760.75 as actual damages, US\$1,900.00 per month representing Neil's unearned

income as a second-mate seaman, P7,600.00 per month representing Mary Lou's unearned income as pharmacist, P200,000.00 as moral damages, and P20,000.00 as attorney's fees.[11]

In his Answer,[12] Imperial denied liability, contending that the van was under the custody of one Rosalia Habon Pascua (Pascua). According to Imperial, he lent the van to Pascua who needed it in fixing the greenhouse and water line pipes in Imperial's garden somewhere in Antipolo.[13] Imperial admitted that he had employed Laraga as family driver[14] but contended that he had exercised due diligence in the selection and supervision of Laraga.[15] He even allegedly sponsored Laraga's formal driving lessons. Furthermore, Laraga was allegedly acting outside the scope of his duties when the accident happened considering that it was a Sunday, his rest day.[16]

Before the case proceeded to trial, Neil died on May 23, 2006.[17] He was substituted by his heirs, namely, Mary Lou and their children, Donna Grace and Dan Geoffrey (the Heirs of Neil Bayaban).[18]

In its March 15, 2009 Decision,[19] the Regional Trial Court ruled in favor of the Bayaban Spouses. It found Laraga negligent and the proximate cause of the accident, i.e., overtaking another vehicle and, in the process, colliding with the tricycle that carried the Bayaban Spouses on the other side of the road.[20] As for Imperial, it ruled that he failed to prove that he had exercised due diligence in the selection and supervision of Laraga, his employee; thus, he was presumed negligent and was likewise held liable for damages to the Bayaban Spouses.[21]

The Regional Trial Court held that the official receipts presented in evidence substantiated the Bayaban Spouses' claim for reimbursement of medical and hospital expenses.[22] However, it found the certificates of employment inadequate to prove the amount of their unearned income.[23] Nevertheless, Mary Lou, for her own behalf, and the Heirs of Neil Bayaban were awarded P100,000.00 as temperate damages. Moral damages and exemplary damages of P50,000.00 each and attorney's fees of P25,000.00 plus costs of suit were awarded to them as well.[24]

The dispositive portion of the Regional Trial Court March 15, 2009 Decision read:

WHEREFORE, premises considered, judgment is hereby rendered in favor of Plaintiffs and against Defendants Raul Imperial and William Laraga, ordering the said Defendants to pay, jointly and severally, the following:

- Actual damages in the amount of Php 462,868.83 for medical expenses and Php 100,000.00 for lost earnings during medical treatment;
- Moral damages in the amount [of] P 50,000.00;
- Exemplary damages in the amount of P 50,000.00;
- Attorney's fees, inclusive of appearance fees, in the amount of Php 25,000.00, plus cost of suit.

SO ORDERED.[25]

Imperial appealed this Decision to the Court of Appeals.[26] Nevertheless, the Court of Appeals maintained his liability, ruling that "the registered owner of a motor vehicle is primarily and directly responsible for the consequences of its operation, including the negligence of the driver, with respect to the public and all third persons." [27] He could not escape liability by arguing that it was Laraga's day off when the accident happened or that the van was in the custody of Pascua because neither Laraga nor Pascua was presented in court to confirm his assertions.[28]

The Court of Appeals likewise found that Imperial failed to prove that he had exercised due diligence in the

selection and supervision of Laraga. Apart from his bare allegation that he had financed the formal driving lessons of Laraga, he failed to present documentary evidence that he did so. He could not even remember the name of the driving school where Laraga had allegedly enrolled.[29]

However, the Court of Appeals deleted the award of temperate damages because the claim was allegedly not substantiated. It added that temperate and actual damages were mutually exclusive and could not be awarded at the same time.[30]

The dispositive portion of the Court of Appeals March 18, 2011 Decision[31] read:

WHEREFORE, premises considered, the instant appeal is DENIED. The assailed Decision dated 15 March 2009 of the Regional Trial Court of Antipolo, Branch 73 in Civil Case No. 04-7131 is hereby AFFIRMED with MODIFICATION, deleting the award of temperate damages in the amount of P100,000.00 for lost earnings during medical treatment.

SO ORDERED.[32] (Emphasis in the original)

Imperial filed a Motion for Reconsideration,[33] which the Court of Appeals denied in its July 11, 2011 Resolution.[34]

On August 23, 2011, Imperial filed a Petition for Review on Certiorari[35] before this Court. Mary Lou and the Heirs of Neil Bayaban filed a Comment[36] to which Imperial replied.[37] Upon the directive[38] of this Court, the parties filed their respective Memoranda.[39]

Citing *Castilex Industrial Corporation v. Vasquez, Jr.*,[40] petitioner maintains that he is not liable because respondents failed to discharge their burden of proving that Laraga was acting within the scope of his assigned tasks at the time of the accident.[41] Furthermore, the official receipts of the medical and hospital bills, though original, were allegedly not authenticated as required under Rule 132, Section 20[42] of the Rules of Court. Therefore, these receipts are not competent evidence of the actual damages sustained by Neil and respondent Mary Lou.[43]

Respondents point out Imperial's admission that Laraga was his employee, specifically, his family's stay-in driver. Thus, even though the accident happened on a Sunday, they contend that "it [was] not far-fetched to conclude that ... Laraga had always been utilized as a driver by the petitioner and his family during Sundays,"[44] as this is allegedly the "common practice under Philippine set up." [45] They maintain that Laraga was acting within the scope of his assigned tasks when the accident happened.[46]

Additionally, respondents contend that petitioner failed to prove that he exercised due diligence in the selection and supervision of Laraga by failing to present the original receipts showing that he had enrolled Laraga to a formal driving school. The contention that Imperial shouldered Laraga's expenses in obtaining a driver's license is hardly the due diligence of a good father of a family required to absolve him from liability as Laraga's employer.[47]

Lastly, respondents argue that original receipts of medical and hospital bills are sufficient proof of the actual damages they have sustained; hence, they need not be authenticated to be competent proof of their claims.[48]

Based on the pleadings submitted, the Issues for this Court's resolution are the following:

First, whether or not the Court of Appeals shifted the burden on petitioner Raul S. Imperial to prove that his employee, William Laraga, was not acting within the scope of his assigned tasks; and

Second, whether or not the original receipts of the medical and hospital bills presented by respondents Neil

Bayaban and Mary Lou Bayaban are not competent evidence of the actual damages that they have sustained considering that the receipts were not authenticated.

This Petition must be denied.

I

Articles 2176 and 2180 of the Civil Code provide:

Article 2176. Whoever by act or omission causes damage to another, there being fault or negligence, is obliged to pay for the damage done. Such fault or negligence, if there is no pre-existing contractual relation between the parties, is called a quasi-delict and is governed by the provisions of this Chapter.

....

Article 2180. The obligation imposed by Article 2176 is demandable not only for one's own acts or omissions, but also for those of persons for whom one is responsible.

....

Employers shall be liable for the damages caused by their employees and household helpers acting within the scope of their assigned tasks, even though the former are not engaged in any business or industry.

....

The responsibility treated of in this article shall cease when the persons herein mentioned prove that they observed all the diligence of a good father of a family to prevent damage.

Articles 2176 and 2180 of the Civil Code were derived from Articles 1902[49] and 1903[50] of the Spanish Civil Code of 1889. Article 2176 defines "quasi-delict" as the fault or negligence that causes damage to another, there being no pre-existing contractual relations between the parties. On the other hand, Article 2180 enumerates persons who are vicariously liable for the fault or negligence of persons over whom they exercise control, whether absolute or limited.

This Court explained the legal fiction of vicarious liability in *Cangco v. Manila Railroad Co.*[51] Though involving Articles 1902 and 1903 of the Spanish Civil Code of 1889, Cangco's explanation of the law's rationale remains relevant considering that Articles 1902 and 1903, and the present Articles 2176 and 2180 are similarly worded. In *Cangco*:

With respect to extra-contractual obligation arising from negligence, whether of act or omission, it is competent for the legislature to elect—and our Legislature has so elected—to limit such liability to cases in which the person upon whom such an obligation is imposed is morally culpable or, on the contrary, for reasons of public policy, to extend that liability, without regard to the lack of moral culpability, so as to include responsibility for the negligence of those persons whose acts or omissions are imputable, by a legal fiction, to others who are in a position to exercise an absolute or limited control over them. The legislature which adopted our Civil Code has elected to limit extra contractual liability—with certain well-defined exceptions—to cases in which moral culpability can be directly imputed to the persons to be charged. This moral responsibility may consist in having failed to exercise due care in one's own acts, or in having failed to exercise due care in the selection and control of one's agents or servants, or in the control of persons who, by reason of their status, occupy a position of dependency with respect to the person made liable for their conduct.[52]

Specifically for employers, they are deemed liable or morally responsible[53] for the fault or negligence of their employees but only if the employees are acting within the scope of their assigned tasks. An act is deemed an assigned task if it is "done by an employee, in furtherance of the interests of the employer or for the account of the

employer at the time of the infliction of the injury or damage." [54]

Filamer Christian Institute v. Court of Appeals [55] explained when an act is within the scope of an employee's assigned tasks so as to hold an employer liable under Article 2180. In *Filamer*, Daniel Funtecha (Funtecha) was a working scholar of Filamer Christian Institute (Filamer) and had the duty of sweeping the school passages for two (2) hours every morning before his classes in exchange for free tuition. On October 20, 1977, at about 6:30 p.m., Funtecha was driving the Pinoy jeep owned by Filamer along Roxas Avenue in Roxas City when the jeep struck Potenciano Kapunan, Sr. (Kapunan), a pedestrian. Kapunan sustained injuries and was hospitalized for 20 days. [56]

Kapunan first filed a criminal case for reckless imprudence resulting in serious physical injuries against Funtecha, reserving the right to file an independent civil action for damages. Funtecha was found guilty as charged and was sentenced accordingly. As for the civil action for damages, Kapunan sued Funtecha, Filamer, and the school director and president, Agustin Masa (Agustin). [57]

The Regional Trial Court [58] and the Court of Appeals [59] both found Funtecha and Filamer liable. On appeal, this Court reversed the lower courts and absolved Filamer for finding no employer-employee relationship between them. According to this Court, driving the school's Pinoy jeep was outside the scope of Funtecha's employment as sweeper within the school grounds. [60]

On reconsideration, [61] however, this Court reversed itself and found Filamer solidarily liable with Funtecha. It found that Funtecha resided with the family of the school president, Agustin, whose son, Allan Masa (Allan), was the school guard and driver of the Pinoy jeep that served as school service. After driving the students home, Allan's duty included going back to the school for his shift then driving home the school jeep so he could use it to fetch the students the next morning. On the day of the accident, Allan was on his way home from duty when Funtecha, who was with him, requested to drive the jeep. Negotiating a dangerous curve and blinded by the glaring lights of a fast moving truck, Funtecha swerved to the right and accidentally hit Kapunan. [62] Under these circumstances, this Court said that Funtecha "was not having a joy ride [and] not driving for the purpose of his enjoyment or for a 'frolic of his own' but ultimately, for the service for which the jeep was intended by the ... school." [63]

An employee's act was deemed outside his assigned tasks and his employer was absolved in *Castilex Industrial Corporation v. Vasquez, Jr.* [64] In *Castilex*, a managerial employee of Castilex Industrial Corporation (Castilex) was driving a company-issued pick up which collided with the motorcycle driven by Romeo So Vasquez, who later died as a result of the accident. His parents sued the managerial employee and Castilex for damages. [65] The trial court [66] and the Court of Appeals [67] held Castilex solidarily liable with the managerial employee, but on appeal, this Court reversed and absolved Castilex. This Court found that the managerial employee was not acting within the scope of his assigned tasks when the accident happened. It was 2:00 a.m., way beyond office hours, and the managerial employee had just got out of a restaurant dubbed as a "haven for prostitutes, pimps, and drug pushers and addicts." [68] In other words, the activity that the managerial employee was doing when the accident happened was not for the account of Castilex or in furtherance of the employee's assigned tasks.

One of the issues in *Castilex* was determining who had the burden of proving that the act was within the scope of the employee's assigned tasks. On this issue, this Court said that the burden of proving the existence of an employer-employee relationship and that the employee was acting within the scope of his or her assigned tasks rests with the plaintiff under the Latin maxim "*ei incumbit probatio qui dicit, non qui negat*" or "he who asserts, not he who denies, must prove." [69] Therefore, it is not incumbent on the employer to prove that the employee was not acting within the scope of his assigned tasks. [70] Once the plaintiff establishes the requisite facts, the

presumption that the employer was negligent in the selection and supervision of the employee arises, disputable with evidence that the employer has observed all the diligence of a good father of a family to prevent damage.[71] Though vicarious, the liability of employers under Article 2180 is personal and direct.[72]

Applying the foregoing, this Court finds that respondents have discharged the burden of proof necessary to hold Imperial vicariously liable under Article 2180 of the Civil Code.

There is no question here that Laraga was petitioner's driver, hence, his employee, as this fact was admitted by petitioner. This Court likewise finds that respondents have established that Laraga was acting within the scope of his assigned tasks at the time of the accident. It was 3:00 p.m.[73] and Laraga was driving in Antipolo City, where, as alleged by petitioner, his greenhouse and garden were located.[74] It is worth noting that according to petitioner, he loaned the van to Pascua for the maintenance of his greenhouse and the repair of the water line pipes in his garden. The logical conclusion is that Laraga was driving the van in connection with the upkeep of petitioner's Antipolo greenhouse and garden. Laraga was driving the van in furtherance of the interests of petitioner at the time of the accident.

The defense that Sunday was supposedly Laraga's day off fails to convince. There is no proof whatsoever of the truthfulness of this allegation, with Laraga not having appeared in court to testify on this matter.[75]

With respondents having discharged their burden of proof, the disputable presumption that petitioner Imperial was negligent in the selection and supervision of Laraga arises. Contrary to petitioner's claim, there was no shifting of burden on him to prove that Laraga was acting outside of his assigned tasks. Rather, petitioner had to put forward evidence that he had exercised due diligence in the selection and supervision of Laraga as his driver to be relieved of liability.

Unfortunately for petitioner, he miserably failed to dispute the presumption of negligence in his selection and supervision of Laraga. As the Regional Trial Court and the Court of Appeals found, he only gave self-serving testimonies without the requisite documentary proof that he had enrolled Laraga in a formal driving school. At best, he only established that he had financed the fees needed for Laraga to obtain his driver's license, which is hardly the due diligence contemplated in Article 2180 of the Civil Code.

Considering that petitioner failed to dispute the presumption of negligence on his part, he was correctly deemed liable for the damages incurred by the Bayaban Spouses when the tricycle they were riding collided with the van driven by petitioner's employee, Laraga. It must be noted that the accident happened because Laraga tried to overtake another vehicle and, in doing so, drove to the opposite lane when the van collided with the approaching tricycle. Laraga was negligent in operating the van. *Pleyto v. Lomboy*, [76] cited in the Regional Trial Court March 15, 2009 Decision, is on point:

A driver abandoning his proper lane for the purpose of overtaking another vehicle in an ordinary situation has the duty to see to it that the road is clear and not to proceed if he cannot do so in safety. When a motor vehicle is approaching or rounding a curve, there is special necessity for keeping to the right side of the road and the driver does not have the right to drive on the left hand side relying upon having time to turn to the right if a car approaching from the opposite direction comes into view.[77] (Citation omitted)

II

Petitioner nevertheless claims that the official receipts of the medical and hospital bills are not competent evidence of the actual damages allegedly sustained by the Bayaban Spouses for not having been authenticated. He, therefore, cannot be held liable for unsubstantiated claims for actual damages.

Petitioner's argument lacks merit.

Under the rules of evidence, documents are either public or private. Public documents are those exclusively enumerated in Rule 132, Section 19 of the Rules of Court. These include written official acts, or records of the official acts of the sovereign authority, official bodies and tribunals, and public officers, whether of the Philippines, or of a foreign country; documents acknowledged before a notary public except last wills and testaments; and public records, kept in the Philippines, of private documents required by law to be entered there. When public documents are presented in evidence, they are prima facie evidence of the facts stated there, and thus, need not be authenticated.[78]

As for private documents, i.e., those not enumerated in Rule 132, Section 19, they must be authenticated, or their due execution and authenticity proven, per Rule 132, Section 20 of the Rules of Court, thus:

Section 20. Proof of private document. — Before any private document offered as authentic is received in evidence, its due execution and authenticity must be proved either:

- (a) By anyone who saw the document executed or written; or
- (b) By evidence of the genuineness of the signature or handwriting of the maker.

Any other private document need only be identified as that which it is claimed to be.

Official receipts of hospital and medical expenses are not among those enumerated in Rule 132, Section 19. These official receipts, therefore, are private documents which may be authenticated either by presenting as witness anyone who saw the document executed or written, or by presenting an evidence of the genuineness of the signature or handwriting of the maker.

In insisting that respondents should have presented as witnesses the persons who signed the official receipts, petitioner ignores the first manner of authenticating private documents. Respondent Mary Lou testified as to the circumstances of the accident and the expenses she and Neil had incurred as a result of it.[79] The official receipts were issued to her and Neil upon payment of the expenses. Since the official receipts were issued to respondent Mary Lou, her testimony, therefore, is a competent evidence of the execution of the official receipts.

With respondent Mary Lou testifying as to the execution and issuance of the official receipts, they were duly authenticated, contrary to petitioner's claim. There being no question that the official receipts were all in the original, they were the best evidence of their contents,[80] specifically, of the actual damages incurred by the Bayaban Spouses. The Regional Trial Court correctly admitted the receipts in evidence.

III

Furthermore, apart from the actual damages for the hospital and medical expenses that respondents have incurred, this Court finds that respondents are entitled to temperate damages for loss of earning capacity.

Temperate or moderate damages, which are more than nominal but less than actual or compensatory damages, may be recovered when the court finds that some pecuniary loss has been suffered, but its amount cannot, from the nature of the case, be proved with certainty.[81] Temperate damages must be reasonable under the circumstances.[82]

While respondents failed to put forward definite proof of income lost during confinement and post-therapy, they still suffered pecuniary loss when they were incapacitated to work. Under the circumstances, the P100,000.00 awarded by the Regional Trial Court is reasonable to compensate them for the income that the Bayaban Spouses could have earned as a second-mate seaman and a pharmacist, respectively. As opposed to the Court of Appeals'

ruling, temperate damages may still be awarded to respondents despite previous award of actual damages because the damages cover distinct pecuniary losses.[83] The temperate damages awarded cover the loss of earning capacity while the actual damages cover the medical and hospital expenses.[84]

In sum, respondents have proven by preponderance of evidence that Laraga, petitioner's employee, was acting within the scope of his assigned tasks at the time of the accident. The presumption of negligence on the part of petitioner in his selection and supervision of Laraga as an employee arose, a presumption that he has miserably failed to dispute. Consequently, petitioner is solidarily liable with Laraga for the damages sustained by the Bayaban Spouses.

WHEREFORE, the Petition for Review on Certiorari is DENIED. The Court of Appeals March 18, 2011 Decision in CA-G.R. CV No. 93498 is AFFIRMED with the MODIFICATION that the award of temperate damages to respondents Mary Lou Bayaban and the Heirs of Neil Bayaban is REINSTATED. Consequently, Raul S. Imperial is ordered to pay Mary Lou Bayaban and the Heirs of Neil Bayaban the following: P462,868.83 as actual damages representing medical expenses; P100,000.00 as temperate damages for loss of earning capacity; P50,000.00 as moral damages; P50,000.00 as exemplary damages; and P25,000.00 as attorney's fees, inclusive of appearance fees plus cost of suit. The total amount shall earn legal interest at the rate of six percent (6%) per annum from the finality of this Decision until full payment.[85]

SO ORDERED.

Peralta (Chairperson), A. Reyes, Jr., and J. Reyes, Jr., JJ., concur.
Gesmundo, J., on official business.

[1] Rollo, pp. 9-28.

[2] Id. at 30-39. The Decision was penned by Associate Justice Samuel H. Gaerlan and concurred in by Associate Justices Hakim S. Abdulwahid and Ricardo R. Rosario of the Tenth Division, Court of Appeals, Manila.

[3] Id. at 41-42. The Resolution was penned by Associate Justice Samuel H. Gaerlan and concurred in by Associate Justices Hakim S. Abdulwahid and Ricardo R. Rosario of the Former Tenth Division, Court of Appeals, Manila.

[4] Id. at 31 and 87.

[5] Id.

[6] Id. at 52.

[7] Id. at 53.

[8] Id. at 31.

[9] Id.

[10] Id. at 43-48.

[11] Id. at 46-47.

[12] Id. at 57-63.

[13] Id. at 59.

[14] Id.

[15] Id. at 61.

[16] Id. at 60.

[17] Id. at 74.

[18] Id. at 13, see footnote 8.

[19] Id. at 87-90. The Decision, docketed as Civil Case No. 04-7131, was penned by Presiding Judge Ronaldo B. Martin of Branch 73, Regional Trial Court, Antipolo.

[20] Id. at 88-89.

[21] Id. at 89.

[22] Id.

[23] Id. at 89-90.

[24] Id. at 90.

[25] Id.

[26] Id. at 91.

[27] Id. at 34, citing *PCI Leasing and Finance, Inc. v. UCPB General Insurance Co., Inc.*, 579 Phil. 418 (2008) [Per J. Austria-Martinez, Third Division] citing *Equitable Leasing Corp. v. Suyom*, 437 Phil. 255 (2002) [Per J. Panganiban, Third Division], and *First Malayan Leasing and Finance Corp. v. Court of Appeals*, 285 Phil. 229 (1992) [Per J. Griño-Aquino, First Division].

[28] Id. at 35.

[29] Id. at 36-37.

[30] Id. at 38.

[31] Id. at 30-39.

[32] Id. at 38.

[33] Id. at 134-143.

[34] Id. at 41-42.

[35] Id. at 9-28.

[36] Id. at 150-160.

[37] Id. at 163-167.

[38] Id. at 202-202-A, Resolution dated March 11, 2013.

[39] Id. at 188-201, Memorandum for Petitioner, and rollo, pp. 176-187, Memorandum for Respondents.

[40] 378 Phil. 1009 (1999) [Per C.J. Davide, First Division].

[41] Rollo, pp. 195-199.

[42] RULES OF COURT, Rule 132, sec. 20 provides:

Section 20. Proof of private document. — Before any private document offered as authentic is received in evidence, its due execution and authenticity must be proved either:

- (a) By anyone who saw the document executed or written; or
- (b) By evidence of the genuineness of the signature or handwriting of the maker.

Any other private document need only be identified as that which it is claimed to be.

[43] Rollo, pp. 199-200.

[44] Id. at 182.

[45] Id.

[46] Id. at 182-183.

[47] Id. at 183-184.

[48] Id. at 184-185.

[49] SPANISH CIVIL CODE OF 1889, art. 1902 provided:

Article 1902. Any person who by an act or omission causes damage to another by his fault or negligence shall be liable for the damage so done.

[50] SPANISH CIVIL CODE OF 1889, art. 1903 provided:

Article 1903. The obligation imposed by the next preceding article is enforceable, not only for personal acts and omissions, but also for those of persons for whom another is responsible.

The father, and, in case of his death or incapacity, the mother, is liable for any damages caused by minor children who live with them.

Guardians are liable for damages done by minors or incapacitated persons subject to their authority and living with them.

Owners or directors of an establishment or business are equally liable for any damages caused by their employees while engaged in the branch of the service in which [they are] employed, or on occasion of the performance of their duties.

The State is subject to the same liability when it acts through a special agent, but not if the damage shall have been caused by the official upon whom property devolved the duty of doing the act performed, in which case the provisions of the next preceding article shall be applicable.

Finally, teachers or directors of arts and trades are liable for any damage caused by their pupils or apprentices while they have charge of them.

The liability imposed by this article shall cease in case the persons mentioned therein prove that they exercised all the diligence of a good father of a family to prevent the damage.

[51] 38 Phil. 768 (1918) [Per J. Fisher, En Banc].

[52] Id. at 775-776.

[53] Id. at 776.

[54] *Filamer Christian Institute v. Intermediate Appellate Court*, 287 Phil. 704, 710 (1992) [Per J. Gutierrez, Jr., Third Division], citing *Manuel Casada*, 190 Va 906, 59 SE 2d 47 [1950].

[55] 268 Phil. 516 (1990) [Per C.J. Fernan, Third Division].

[56] Id. at 518.

[57] Id. at 519.

[58] Id. at 519-521.

[59] Id. at 521.

[60] Id. at 523-524.

[61] *Filamer Christian Institute v. Intermediate Appellate Court*, 287 Phil. 704 (1992) [Per J. Gutierrez, Jr., Third Division].

[62] Id. at 709-710.

[63] Id. at 710.

[64] 378 Phil. 1009 (1999) [Per C.J. Davide, First Division].

[65] Id. at 1012-1013.

[66] Id. at 1013.

[67] Id. at 1013-1014.

[68] Id. at 1022.

[69] Id. at 1018.

[70] Id.

[71] CIVIL CODE, art. 2176. See *Cangco v. Manila Railroad Co.*, 38 Phil. 768, 774 (1918) [Per J. Fisher, En Banc].

[72] *Cangco v. Manila Railroad Co.*, 38 Phil. 768, 773 (1918) [Per J. Fisher, En Banc].

[73] Rollo, p. 87.

[74] Id. at 59.

[75] Id. at 35.

[76] 476 Phil. 373 (2004) [Per J. Quisumbing, Second Division].

[77] Id. at 385-386.

[78] RULES OF COURT, Rule 132, sec. 23.

[79] Rollo, p. 88.

[80] RULES OF COURT, Rule 130, sec. 3.

[81] CIVIL CODE, art. 2224.

[82] CIVIL CODE, art. 2225.

[83] See *Philtranco Service Enterprises, Inc. v. Paras*, 686 Phil. 736, 757 (2012) [Per J. Bersamin, First Division].

[84] Id.

[85] *Nacar v. Gallery Frames*, 716 Phil. 267, 283 (2013) [Per J. Peralta, En Banc].

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