

SKUNAC CORPORATION AND ALFONSO F. ENRIQUEZ, PETITIONERS, VS. ROBERTO S. SYLIANTENG AND CAESAR S. SYLIANTENG, RESPONDENTS.

G.R. No. 205879. April 23, 2014

Ponente: PERALTA, J.

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PERALTA, J.:

This treats of the petition for review on certiorari assailing the Decision[1] and Resolution[2] of the Court of Appeals (CA), dated August 10, 2012 and February 18, 2013, respectively, in CA-G.R. CV No. 92022.

The factual and procedural antecedents of the case, as narrated by the CA, are as follows:

The civil cases before the [Regional Trial Court of Pasig City] involved two (2) parcels of land identified as Lot 1, with an area of 1,250 square meters (Civil Case No. 63987) and Lot 2, with an area of 990 square meters (Civil Case No. 63988), both found in Block 2 of the Pujalte Subdivision situated along Wilson Street, Greenhills, San Juan City which are portions of a parcel of land previously registered in the name of Luis A. Pujalte on October 29, 1945 and covered by Transfer Certificate of Title (“TCT”) No. (-78865) (-2668) -93165 (“Mother Title”) of the Register of Deeds for the City of Manila.

Plaintiffs-appellants Roberto S. Sylianteng and Caesar S. Sylianteng (“appellants”) base their claim of ownership over the subject lots a Deed of Absolute Sale executed in their favor by their mother, Emerenciana Sylianteng (“Emerenciana”), on June 27, 1983. Appellants further allege that Emerenciana acquired the lots from the late Luis Pujalte [Luis] through a Deed of Sale dated June 20, 1958 as reflected in Entry No. P.E. 4023, annotated on the covering TCT, by virtue of which she was issued TCT No. 42369. Then, when she sold the lots to appellants, TCT No. 39488, covering the same, was issued in their names.

[Herein petitioners] Skunac Corporation (“Skunac”) and Alfonso F. Enriquez (“Enriquez”), on the other hand, claim that a certain Romeo Pujalte who was declared by the RTC of Pasig City, Branch 151 in Special Proceedings No. 3366 as the sole heir of Luis Pujalte, caused the reconstitution of the Mother Title resulting to its cancellation and the issuance of TCT No. 5760-R in his favor. Romeo Pujalte then allegedly sold the lots to Skunac and Enriquez in 1992. Thus, from TCT No. 5760-R, TCT No. 5888-R, for Lot 1 was issued in the name of Skunac, while TCT No. 5889-R for Lot 2 was issued in the name of Enriquez.

[Respondents] contend that they have a better right to the lots in question because the transactions conveying the same to them preceded those claimed by [petitioners] as source of the latter's titles. [Respondents] further assert that [petitioners] could not be considered as innocent purchasers in good faith and for value because they had prior notice of the previous transactions as stated in the memorandum of encumbrances annotated on the titles covering the subject lots. [Petitioners], for their part, maintain that [respondents] acquired the lots under questionable circumstances it appearing that there was no copy of the Deed of Sale, between Emerenciana and Luis Pujalte, on file with the Office of the Register of Deeds.[3]

On November 16, 2007, the Regional Trial Court of Pasig (RTC) rendered judgment in favor of herein petitioners. The dispositive portion of the RTC Decision reads as follows:

WHEREFORE, premises considered, judgment is hereby rendered in favor of the defendants and against the plaintiffs:

1. Declaring as null and void TCT No. 42369 in the name of Emerciana (sic) Sylianteng and TCT No. 39488 in the name of plaintiffs herein and ordering the cancellation thereof;
2. Declaring the herein defendants as buyers in good faith and for value; and
3. Declaring TCT No. 5888-R in the name of SKUNAC Corporation and TCT No. 5889-R in the name of Alfonso Enriquez as valid.

The complaint-in-intervention is ordered dismissed.

With costs against the plaintiffs.

SO ORDERED.[4]

Herein respondents then filed an appeal with the CA.

On August 10, 2012, the CA promulgated its assailed Decision, disposing as follows:

WHEREFORE, in light of all the foregoing, the appeal is GRANTED. The decision dated November 16, 2007 of Branch 160, Regional Trial Court of Pasig City in Civil Case No. 63987 is hereby REVERSED and SET ASIDE.

Judgment is hereby rendered in favor of plaintiffs-appellants Roberto S. Sylianteng and Caesar S. Sylianteng and against defendants-appellees Skunac Corporation and Alfonso F. Enriquez, and intervenor-appellee Romeo N. Pujalte:

1. Declaring as null and void Transfer Certificate of Title No. 5760-R in the name of Romeo N. Pujalte, Transfer Certificate of Title No. 5888-R in the name of Skunac Corporation, and Transfer Certificate of Title No. 5889-R in the name of Alfonso F. Enriquez;
2. Upholding the validity of Transfer Certificate of Title No. 42369 in the name of Emerenciana Sylianteng, and Transfer Certificate of Title No. 39488 in the names of Roberto S. Sylianteng and Caesar S. Sylianteng; and
3. Ordering defendants-appellees Skunac Corporation and Alfonso F. Enriquez, and intervenor-appellee Romeo N. Pujalte, jointly and severally, to pay plaintiffs-appellants Roberto S. Sylianteng and Caesar S. Sylianteng:
 - a. Moral damages in the amount of P500,000.00,
 - b. Exemplary damages in the amount of P500,000.00,
 - c. Attorney's fees in the amount of P250,000.00, and
 - d. The costs of suit.

SO ORDERED.[5]

Petitioners filed a Motion for Reconsideration, but the CA denied it in its Resolution dated February 18, 2013.

Hence, the instant petition with the following assignment of errors:

- I. THE HONORABLE COURT OF APPEALS ERRED IN APPLYING IN THE CASE THE PROVISION OF THE CIVIL CODE ON DOUBLE SALE OF A REGISTERED LAND.
- II. THE HONORABLE COURT OF APPEALS ERRED IN NOT FINDING THAT RESPONDENTS FAILED TO PROVE THE EXISTENCE OF SALE BETWEEN LUIS PUJALTE AND THEIR PREDECESSOR-IN-INTEREST, EMERENCIANA SYLIANTENG.

III. THE HONORABLE COURT OF APPEALS ERRED IN NOT DECLARING NULL AND VOID TCT NO. 42369 PURPORTED TO HAVE BEEN ISSUED TO EMERENCIANA SYLIANTENG BY THE REGISTER OF DEEDS OF QUEZON CITY.

IV. THE HONORABLE COURT OF APPEALS ERRED IN NOT FINDING THAT PETITIONERS ARE THE LAWFUL OWNERS OF THE SUBJECT LOTS SINCE THEY HAVE VALIDLY ACQUIRED THE SAME FROM ROMEO PUJALTE, THE SOLE HEIR OF LUIS PUJALTE.

V. THE HONORABLE COURT OF APPEALS ERRED IN AWARDING MORAL AND EXEMPLARY DAMAGES AS WELL AS ATTORNEY'S FEES AND COST OF SUIT TO RESPONDENTS CONSIDERING THAT PETITIONERS WERE NOT IN BAD FAITH IN PURCHASING THE SUBJECT LOTS.[6]

The petition lacks merit.

At the outset, the Court observes that the main issues raised in the instant petition are essentially questions of fact. It is settled that, as a rule, in petitions for review on certiorari under Rule 45 of the Rules of Court, only questions of law may be put in issue.[7] Questions of fact cannot be entertained. There are, however, recognized exceptions to this rule, to wit:

- (a) When the findings are grounded entirely on speculation, surmises, or conjectures;
- (b) When the inference made is manifestly mistaken, absurd, or impossible;
- (c) When there is grave abuse of discretion;
- (d) When the judgment is based on a misapprehension of facts;
- (e) When the findings of facts are conflicting;
- (f) When in making its findings the CA went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee;
- (g) When the CA's findings are contrary to those by the trial court;
- (h) When the findings are conclusions without citation of specific evidence on which they are based;
- (i) When the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondent;
- (j) When the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; or
- (k) When the CA manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion.[8]

In the instant case, the findings of the CA and the RTC are conflicting. It, thus, behooves this Court to entertain the questions of fact raised by petitioners and review the records of this case to resolve these conflicting findings. Thus, this Court held in the case of *Manongsong v. Estimo*[9] that:

We review the factual and legal issues of this case in light of the general rules of evidence and the burden of proof in civil cases, as explained by this Court in *Jison v. Court of Appeals*:

x x x Simply put, he who alleges the affirmative of the issue has the burden of proof, and upon the plaintiff in a civil case, the burden of proof never parts. However, in the course of trial in a civil case, once plaintiff makes out a prima facie case in his favor, the duty or the burden of evidence shifts to defendant to controvert plaintiff's prima facie case, otherwise, a verdict must be returned in favor of plaintiff. Moreover, in civil cases, the party having the burden of proof must produce a preponderance of evidence thereon, with plaintiff having to rely on the strength of his own evidence and not upon the weakness of the defendant's. The concept of "preponderance of evidence" refers to evidence which is of greater weight, or more convincing, that which is offered in opposition to it; at bottom, it means probability of truth.[10]

Coming to the merits of the case, the abovementioned assignment of errors boils down to two basic questions: (1)

whether or not respondents' predecessor-in-interest, Emerenciana, validly acquired the subject lots from Luis, and (2) whether or not respondents, in turn, validly acquired the same lots from Emerenciana.

The Court rules in the affirmative, but takes exception to the CA's and RTC's application of Article 1544 of the Civil Code.

Reliance by the trial and appellate courts on Article 1544 of the Civil Code is misplaced. The requisites that must concur for Article 1544 to apply are:

- (a) The two (or more sales) transactions must constitute valid sales;
- (b) The two (or more) sales transactions must pertain to exactly the same subject matter;
- (c) The two (or more) buyers at odds over the rightful ownership of the subject matter must each represent conflicting interests; and
- (d) The two (or more) buyers at odds over the rightful ownership of the subject matter must each have bought from the very same seller.[11]

Obviously, said provision has no application in cases where the sales involved were initiated not by just one but two vendors.[12] In the present case, the subject lots were sold to petitioners and respondents by two different vendors – Emerenciana and Romeo Pujalte (Romeo). Hence, Article 1544 of the Civil Code is not applicable.

Nonetheless, the Court agrees with the findings and conclusion of the CA that Emerenciana's acquisition of the subject lots from Luis and her subsequent sale of the same to respondents are valid and lawful. Petitioners dispute such finding. To prove their contention, they assail the authenticity and due execution of the deed of sale between Luis and Emerenciana.

Petitioners contend that respondents' presentation of the “duplicate/carbon” original of the Deed of Sale[13] dated June 20, 1958 is in violation of the best evidence rule under Section 3, Rule 130 of the Rules of Court.[14] The Court does not agree.

The best evidence rule is inapplicable to the present case. The said rule applies only when the content of such document is the subject of the inquiry.[15] Where the issue is only as to whether such document was actually executed, or exists, or on the circumstances relevant to or surrounding its execution, the best evidence rule does not apply and testimonial evidence is admissible.[16] Any other substitutionary evidence is likewise admissible without need to account for the original.[17] In the instant case, what is being questioned is the authenticity and due execution of the subject deed of sale. There is no real issue as to its contents.

In any case, going to the matter of authenticity and due execution of the assailed document, petitioners do not dispute that the copy of the deed of sale that respondents submitted as part of their evidence is a duplicate of the original deed of sale dated June 20, 1958. It is settled that a signed carbon copy or duplicate of a document executed at the same time as the original is known as a duplicate original and maybe introduced in evidence without accounting for the non-production of the original.[18]

Moreover, Section 4 (b), Rule 130 of the Rules of Court provides that “[w]hen a document is in two or more copies executed at or about the same time, with identical contents, all such copies are equally regarded as originals.”

In addition, evidence of the authenticity and due execution of the subject deed is the fact that it was notarized. The notarization of a private document converts it into a public document.[19] Moreover, a notarized instrument is admissible in evidence without further proof of its due execution, is conclusive as to the truthfulness of its contents, and has in its favor the presumption of regularity.[20] This presumption is affirmed if it is beyond dispute that the notarization was regular.[21] To assail the authenticity and due execution of a notarized

document, the evidence must be clear, convincing and more than merely preponderant.[22]

In the present case, petitioners failed to present convincing evidence to prove that the notarization of the subject deed was irregular as to strip it of its public character. On the contrary, a certified copy of page 26 of the notarial register of the notary public who notarized the subject deed of sale, which was issued by the Records Management and Archives Office of Manila, shows that the sale of the subject lots by Luis to Emerenciana was indeed regularly notarized.[23]

Petitioners further argue that the deed of sale between Emerenciana and Luis was not registered with the Register of Deeds of Quezon City. The Court, however, agrees with the CA that the said deed was, in fact, registered as evidenced by official receipts[24] issued to this effect. Petitioners, again, did not present any evidence to assail the authenticity of these documents.

Petitioners also question the authenticity of the subject deed of sale (Exhibit “B-1-C”) by arguing that only one copy of such deed was prepared as only one document number was assigned by the notary to the said deed. Petitioners claim that this is contrary to the claim of respondents that the said deed of sale was prepared, executed and notarized in several copies. The Court is not persuaded.

It is true that Section 246, Article V, Title IV, Chapter II of the Revised Administrative Code provides that “[t]he notary shall give to each instrument executed, sworn to, or acknowledged before him a number corresponding to the one in his register, and shall also state on the instrument the page or pages of his register on which the same is recorded.” In this regard, the Court agrees with respondents' contention that the “instrument” being referred to in the abovequoted provision is the deed or contract which is notarized. It does not pertain to the number of copies of such deed or contract. Hence, one number is assigned to a deed or contract regardless of the number of copies prepared and notarized. Each and every copy of such contract is given the same document number. It is, thus, wrong for petitioners to argue that only one copy of the June 20, 1958 deed of sale was prepared and notarized, because only one document number appears on the notarial book of the notary public who notarized the said deed. On the contrary, evidence shows that at least two copies of the subject deed of sale was prepared and notarized – one was submitted for registration with the Register of Deeds of Quezon City and the other was retained by Emerenciana, which is the copy presented in evidence by respondents.

As to petitioners' contention that the copy of the deed of sale presented by respondents in evidence is of dubious origin because it does not bear the stamp “RECEIVED” by the Register of Deeds of Quezon City, suffice it to state that the Court finds no cogent reason to disagree with respondents' contention that the duplicate original of the subject deed of sale which they presented as evidence in court could not have been received by the Register of Deeds of Quezon City because only the original copy, and not the duplicate original, was submitted to the Register of Deeds for registration.

Petitioners also question the authenticity of and the entries appearing on the copy of the title covering the subject properties in the name of Luis. However, the Court finds no cogent reason to doubt the authenticity of the document as well as the entries appearing therein, considering that the parties (herein petitioners and respondents) stipulated[25] that the machine copy of TCT No. 78865 in the name of Luis, marked as Exhibit “DDD” for respondents, is a faithful reproduction of the original copy of the said title, including the memorandum of encumbrances annotated therein. Included in the memorandum of encumbrances is Entry No. P.E. 4023, which states, thus:

This certificate of title is hereby cancelled (sic) partially with respect to Lots 1 and 2, Blk. 2 by virtue of a Deed of Sale ratified on June 20, 1958 before Armenio P. Engracia of Notary for the City of Manila and Transfer Certificate of Title No. 42369 is issued in the name of Vendee, Emerenciana A.S. de Sylanteng,

filing the aforesaid Deed under T-No. 42369.[26]

The same entry appears in Exhibit “11” for petitioners.[27]

P.E. No. 4023 has been entered on TCT No. 78865 by the then Acting Register of Deeds of San Juan. Petitioners assail the regularity of such entry. However, one of the disputable presumptions provided under Section 3 (m), Rule 131 of the Rules of Court is that official duty has been regularly performed. Under the said Rule, this presumption shall be considered satisfactory unless contradicted and overcome by other evidence. In the present case, petitioners failed to present sufficient evidence to contradict the presumption of regularity in the performance of the duties of then Acting Register of Deeds of San Juan.

Petitioners, nonetheless, insist that they have valid title over the subject properties. They trace their respective titles from that of Romeo. Romeo, in turn, derives his supposed ownership of and title over the subject lots from his claim that he is the sole heir of the estate of his alleged predecessor-in-interest, Luis. Evidence, however, shows that Romeo never became the owner of the subject properties for two reasons.

First, as shown above, the disputed lots were already sold by Luis during his lifetime. Thus, these parcels of land no longer formed part of his estate when he died. As a consequence, Romeo's sale of the disputed lots to petitioners was not affirmed by the estate court, because the subject parcels of land were not among those included in the said estate at the time that Romeo was appointed as the administrator thereof. As shown in its October 11, 1993 Order,[28] the RTC of Pasig, acting as an estate court, denied Romeo's motion for approval of the sale of the subject lots, because these properties were already sold to respondents per report submitted by the Register of Deeds of San Juan.

In fact, as early as July 14, 1960, prior to Romeo's appointment as administrator of the estate of Luis, Paz L. Vda. de Pujalte (Paz), the mother of Luis, who was then appointed administratrix of the estate of the latter, in her Inventory and Appraisal[29] which was submitted to the estate court, already excluded the subject properties among those which comprise the estate of Luis. Subsequently, in the Project of Partition[30] of the residual estate of Luis, dated March 22, 1963, Paz again did not include the disputed lots as part of such residual estate. Hence, Romeo's sale of the subject lots to petitioners is invalid as it is settled that any unauthorized disposition of property under administration is null and void and title does not pass to the purchasers.[31]

Second, even granting that the subject lots formed part of the estate of Luis, it was subsequently proven in a separate case that Romeo is not his heir. In a criminal case for use of falsified documents filed against Romeo, it was proven that his claim of heirship is spurious. In the said criminal case, his birth certificate and the marriage certificate of his supposed parents, which he presented before the estate court, to prove his claim that he is the sole heir of Luis, were found by the criminal court to be falsified.[32] In this regard, it bears to note the disquisition of the CA as to the legitimacy of Romeo's claim, and its subsequent effect on petitioners' rights to the disputed properties, to wit:

Appellees' [herein petitioners'] predicament is further compounded by Romeo Pujalte's conviction on November 18, 2005 of the offense of Use of Falsified Documents, for falsifying the documents that enabled him to deceive the estate court and have himself named as Luis Pujalte's sole heir. He did not appeal his conviction and, instead, applied for probation. It goes without saying that the documents purportedly conveying the lots in question to appellees and which are founded on Romeo Pujalte's alleged rights over the estate of the late Luis Pujalte do not deserve any consideration at all. x x x[33]

Indeed, not being an heir of Luis, Romeo never acquired any right whatsoever over the subject lots, even if he was able to subsequently obtain a title in his name. It is a well-settled principle that no one can give what one does not have, *nemo dat quod non habet*. [34] One can sell only what one owns or is authorized to sell, and the buyer can

acquire no more right than what the seller can transfer legally.[35] Since Romeo has no right to the subject lots, petitioners, who simply stepped into the shoes of Romeo, in turn, acquired no rights to the same.

In addition, and as correctly pointed out by the CA, petitioners' position is neither helped by the fact that, in the present case, Romeo filed a Verified Complaint-in-Intervention[36] with the RTC, denying that he sold the subject lots to petitioners and claiming that the same properties still form part of the estate of Luis.

Stretching petitioners' contention a bit further, granting that both petitioners and respondents bought the disputed lots in good faith by simply relying on the certificates of the sellers, and subsequently, acquiring titles in their own names, respondents' title shall still prevail. It is a settled rule that when two certificates of title are issued to different persons covering the same land in whole or in part, the earlier in date must prevail, and, in case of successive registrations where more than one certificate is issued over the land, the person holding a prior certificate is entitled to the land as against a person who relies on a subsequent certificate.[37] The titles of respondents, having emanated from an older title, should thus be upheld.

Anent petitioners' bad faith, this Court finds no persuasive reason to depart from the findings of the CA that petitioners had prior knowledge of the estate proceedings involving the subject lots and that they have notice of the defect in the title of Romeo.

It is true that a person dealing with registered land need not go beyond the title. However, it is equally true that such person is charged with notice of the burdens and claims which are annotated on the title.[38] In the instant case, The Torrens Certificate of Title (TCT No. 5760-R) in the name of Romeo, which was the title relied upon by petitioners, also contained Entry No. P.E. 4023, quoted above, which essentially informs petitioners that the lots which they were about to buy and which they in fact bought, were already sold to Emerenciana.[39] This entry should have alerted petitioners and should have prodded them to conduct further investigation. Simple prudence would have impelled them as honest persons to make deeper inquiries to clear the suspiciousness haunting Romeo's title. On the contrary, rather than taking caution in dealing with Romeo, petitioners, instead, subsequently executed deeds of sale[40] over the same properties but all of which were, nonetheless, disallowed by the estate court in its Order[41] dated October 11, 1993 on the ground that the said lots were already sold, this time, by Emerenciana to respondents. In this regard, petitioners acted in bad faith.

Thus, as correctly held by the CA, respondents are entitled to moral damages. Moral damages are treated as compensation to alleviate physical suffering, mental anguish, fright, serious anxiety, besmirched reputation, wounded feelings, moral shock, social humiliation, and similar injury resulting from a wrong.[42] In the instant case, respondents satisfactorily established their claim for moral damages. They endured suffering brought about by Romeo's bad faith in using falsified documents to enable himself to acquire title to and sell the subject lots to petitioners to the prejudice of respondents. Respondents also suffered by reason of petitioners' stubborn insistence in buying the said properties despite their knowledge of the defect in the title of Romeo.[43] Though moral damages are not capable of pecuniary estimation, the amount should be proportional to and in approximation of the suffering inflicted.[44] Respondents sought the award of P1,000,000.00 as moral damages from each of the petitioners, but the Court agrees with the CA that the total amount of P500,000.00 is sufficient for both respondents.

As to exemplary damages, these are imposed by way of example or correction for the public good, in addition to moral, temperate, liquidated or compensatory damages.[45] They are imposed not to enrich one party or impoverish another, but to serve as a deterrent against or as a negative incentive to curb socially deleterious actions.[46] While respondents were again seeking the amount of P1,000,000.00 as exemplary damages from each of the petitioners, the CA correctly reduced it to a total of P500,000.00.

Respondents are also entitled to attorney's fees, as awarded by the CA, on the strength of the provisions of Article 2208 of the Civil Code which provides, among others, that such fees may be recovered when exemplary damages are awarded, when the defendant's act or omission has compelled the plaintiff to litigate with third persons, or in any other case where the court deems it just and equitable that attorney's fees and expenses of litigation should be recovered.

WHEREFORE, the petition is DENIED. The Decision and Resolution of the Court of Appeals, dated August 10, 2012 and February 18, 2013, respectively, in CA-G.R. CV No. 92022, are AFFIRMED.

SO ORDERED.

Velasco, Jr., (Chairperson), Peralta, Abad, Mendoza, and Leonen, JJ., concur.

May 2, 2014

NOTICE OF JUDGMENT

Sirs/Mesdames:

Please take notice that on ____April 23, 2014____ a Decision, copy attached herewith, was rendered by the Supreme Court in the above-entitled case, the original of which was received by this Office on May 2, 2014 at 10:30 a.m.

Very truly yours,

(SGD)

LUCITA ABJELINA SORIANO

Division Clerk of Court

[1] Penned by Associate Justice Sesinando E. Villon with Associate Justices Samuel H. Gaerlan and Abraham B. Borreta concurring; Annex "A" to Petition, rollo pp. 42-63.

[2] Penned by Associate Justice Sesinando E. Villon with Associate Justices Hakim S. Abdulwahid and Samuel H. Gaerlan concurring; Annex "B" to Petition, id. at 64-67.

[3] Rollo, pp. 43-45.

[4] Records, Vol. V, p. 156.

[5] Rollo, pp. 62-63. (Emphasis in the original)

[6] Id. at 21.

[7] Century Iron Works, Inc. v. Banas, G.R. No. 184116, June 19, 2013, 699 SCRA 157, 165.

[8] Andrada v. Pilhino Sales Corporation, G.R. No. 156448, February 23, 2011, 644 SCRA 1, 10. (Emphasis ours)

[9] 452 Phil. 862 (2003).

[10] Id. at 876-877. (Emphasis in the original)

[11] Cano Vda. de Viray v. Usi, G.R. No. 192486, November 21, 2012, 686 SCRA 211, 237-238; Mactan-Cebu International Airport Authority v. Tirol, 606 Phil. 641, 650 (2009). (Emphasis in the original)

- [12] *Mactan-Cebu International Airport Authority v. Tirol*, supra note 11; *Consolidated Rural Bank (Cagayan Valley) v. Court of Appeals*, 489 Phil. 320, 331 (2005).
- [13] Exhibit “B-1-C,” folder of exhibits, Vol. 2, pp. 43-46.
- [14] Under the best evidence rule, as applied to documentary evidence and subject to exceptions as provided under Section 3, Rule 130 of the Rules of Court, no evidence shall be admissible other than the original itself when the subject of inquiry is its contents.
- [15] *Gaw v. Chua*, 574 Phil. 640, 655-656 (2008).
- [16] *Id.* at 656.
- [17] *Id.*
- [18] *Vallarta v. Court of Appeals*, 256 Phil. 596, 602-603 (1988).
- [19] *Gaw v. Chua*, supra note 15, at 655.
- [20] *Chua v. Westmont Bank*, G.R. No. 182650, February 27, 2012, 667 SCRA 56, 65-66.
- [21] *Meneses v. Venturozo*, G.R. No. 172196, October 19, 2011, 659 SCRA 577, 586.
- [22] *Manongsong v. Estimo*, supra note 9, at 877-878.
- [23] See Exhibit “B-1-J,” folder of exhibits, Vol. 2, p. 55.
- [24] Exhibits “B-1-G” and “B-1-H,” folder of exhibits, Vol. 2, pp. 52-53.
- [25] TSN, September 13, 2001, pp. 19-22.
- [26] Exhibit “DDD-1-D,” records, Vol. IV, p. 570.
- [27] See records, Vol. IV, p. 446.
- [28] Exhibit “P,” folder of exhibits, Vol. 2, p. 129.
- [29] Exhibit “Q,” folder of exhibits, Vol. 1, p. 130.
- [30] Exhibit “J-3,” *id.* at 100.
- [31] *Lee v. Regional Trial Court of Quezon City, Branch 85*, 467 Phil. 997, 1016 (2004); *Dillena v. Court of Appeals*, 246 Phil. 644, 653 (1988).
- [32] See Exhibit “GGG,” records, Vol. IV, pp. 591-595.
- [33] Rollo, pp. 57-58.
- [34] *Rufloe v. Burgos*, 597 Phil. 261, 270 (2009).
- [35] *Id.*
- [36] Records, Vol. 1, pp. 251-255.
- [37] *Sanchez v. Quinio*, 502 Phil. 40, 46 (2005), citing *Margolles v. CA*, G.R. No. 109490, February 14, 1994, 230 SCRA 97, 114.
- [38] *Casimiro Development Corporation v. Mateo*, G.R. No. 175485, July 27, 2011, 654 SCRA 676, 689-690.

[39] See note 26.

[40] See Exhibits “N-1,” “N-2,” “O-1,” “O-2,” folder of exhibits, Vol. 2, pp. 117-121 and 124-128.

[41] Exhibit “P,” folder of exhibits, Vol. 2, p. 129.

[42] Spouses Eliseo and Empera Triz C. Bautista v. Spouses Mila and Antonio Jalandoni, et al., G.R. No. 171464, November 27, 2013.

[43] See also TSN, July 10, 1995, p. 13.

[44] Spouses Eliseo and Empera Triz C. Bautista v. Spouses Mila and Antonio Jalandoni, et al., supra note 42.

[45] Civil Code, Art.2229.

[46] Spouses Eliseo and Empera Triz C. Bautista v. Spouses Mila and Antonio Jalandoni, et al., supra note 42.

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