

**DR. RICO VARGAS SUBSTITUTED BY HIS WIFE, CECILIA VARGAS AND CHILDREN, NAMELY: RICHELLE JOSIE JUDY VARGAS-CASTRO, ARVEE T. VARGAS AND CECILIA VARGAS,[] PETITIONERS, V. JOSE F. AC...**

*G.R. No. 206780. March 20, 2019*

Ponente: J. REYES, JR., J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-206780/>

---

**J. REYES, JR., J.:**

The Facts

Assailed in this Consolidated Petitions for Review on Certiorari[1] under Rule 45 of the 1997 Rules on Civil Procedure are: 1) the Decision[2] dated June 30, 2011, which reversed and set aside the Decision[3] dated March 31, 2009, issued by the Regional Trial Court (RTC), Branch 55, Lucena City in Civil Case No. 2000-86; and, 2) the Resolution[4] dated April 19, 2013, denying petitioners' Motion for Reconsideration, both of which were promulgated by the Court of Appeals (CA) in CA-G.R. CV No. 94670.

The case arose from a Complaint with Prayer for Preliminary Attachment[5] filed by Jose F. Acsayan, Jr. (respondent), against defendants Maximino and Estela Tabangcora (spouses Tabangcora), petitioner spouses Rico and Cecilia Vargas (spouses Vargas), Benjamin N. Libarnes (Libarnes), Ernesto V. Paranis (Paranis) and Star Diamond International Trading, Inc. (Stardiamond).

The said complaint alleged that in October 1997, the spouses Tabangcora offered to sell to respondent a parcel of land (subject property) in Sariaya, Quezon, consisting of about 4 hectares for a purchase price of Five Million Nine Hundred Fifty Thousand Pesos (P5,950,000.00), which is to be paid as follows: 1) as downpayment, he shall immediately pay the indebtedness incurred by the spouses Tabangcora with the Land Bank of the Philippines (LBP) which was covered by a mortgage over the subject property herein; and 2) the balance shall be paid upon execution of a Deed of Absolute Sale in favor of respondent.

Upon demand, the spouses Tabangcora delivered to respondent a photocopy of Transfer Certificate of Title (TCT) No. T-264567[6] covering the subject property, registered under the names of spouses Vargas, the brother-in-law and sister, respectively, of Maximino Tabangcora. Annotated in the said title are two entries - Entries Nos. 603729 and 659404 - evidencing the mortgage with LBP and the amendment thereto.

Respondent was also given a duplicate original copy of the Deed of Assignment[7] dated November 1997 executed by spouses Vargas which purportedly ceded the subject property in favor of Tavar Farm & Marketing, represented by the spouses Tabangcora. By virtue of such Deed of Assignment, the spouses Tabangcora claimed ownership over the subject property.

Thus, on November 24, 1997, respondent issued Metrobank Check No. 0067796[8] amounting to Four Million Six Hundred Seventeen Thousand Two Hundred Ninety-Three Pesos and Eighty-Eight Centavos (P4,617,293.88) in favor of LBP as full payment of indebtedness incurred by the spouses Tabangcora to the LBP, covered by the

mortgage executed over the subject property. The spouses Tabangcora then promised to execute the Deed of Absolute Sale over the subject property upon release of the mortgage and to issue the title over the subject property under respondent's name.

Afterwards, the spouses Tabangcora asked respondent for another One Hundred Thousand Pesos (P100,000.00) allegedly as payment for processing fees for the transfer of the subject property in the former's name, which the latter acceded and respondent issued Metrobank Check No. 0067706[9] dated December 5, 1997, for the same amount.

After respondent's additional payment of P100,000.00, he insisted on the execution of the Deed of Absolute Sale but the spouses Tabangcora advised him that the same will be executed in due time.

Sometime in April 2000, the spouses Tabangcora, again, attempted to secure another One Hundred Thousand Pesos (P100,000.00) from herein respondent which the latter promptly refused. Thus, respondent decided to investigate the status of the subject property on his own and found that a real estate mortgage over the subject property had been executed by the spouses Tabangcora and spouses Vargas in favor of herein petitioner Stardiamond, a corporation incorporated by petitioners Libarnes, Paranis, Maximino, Tabangcora and certain individuals who wanted to invest in the poultry business namely, Major Roberto Almadin, Commander Edgardo Zafra and Colonel Rainier Cruz.

Apparently, petitioner spouses Vargas had executed a Special Power of Attorney[10] dated February 25, 1998, designating the spouses Tabangcora as their attorneys-in-fact for the purpose of entering into an Agreement[11] and a Real Estate Mortgage[12] with petitioner Stardiamond.

The aforesaid Agreement dated March 1, 1998, provides that the spouses Tabangcora and spouses Vargas would purchase on credit from Stardiamond the buildings and improvements constructed on the subject land in the amount of P5,000,000.00. The said purchase on credit is nonetheless, secured by a Real Estate Mortgage over the subject land.

Respondent also discovered that at the time the spouses Tabangcora were negotiating the alleged sale to him, the subject land and the improvement thereon were already foreclosed by LBP and a certificate of sale had already been issued in favor of LBP. Thus, he realized that the down payment he paid was actually used by the spouses Tabangcora not for the payment of the loan, but to redeem the subject property that was previously foreclosed by LBP.

Believing that petitioners conspired and connived with one another to deprive him of the land he allegedly purchased, respondent, on June 20, 2000,[13] filed a Complaint with Prayer for Preliminary Attachment[14] with the Regional Trial Court (RTC), Branch 55, Lucena City seeking as follows: (a) to declare him the absolute owner of the property covered by TCT No. T-264567; (b) to declare the agreement between the spouses Tabangcora and Stardiamond as well as the Real Estate Mortgage executed in favor of Stardiamond as null and void; (c) to direct the spouses Tabangcora and spouses Vargas to execute a formal Deed of Absolute Sale in his favor; (d) to order the spouses Tabangcora and spouses Vargas to return the sum of P4,717,293.88 to him; and (e) to order petitioners to pay him moral and exemplary and attorney's fees.

In their Answer, petitioners Stardiamond, Libarnes and Paranis denied the allegations of herein respondent, claiming that they neither conspired with the spouses Tabangcora and spouses Vargas nor had they known or participated in the dealings and/or transactions between the spouses Tabangcora and respondent. They argued that the purported sale between the spouses Tabangcora and respondent, is unenforceable for not complying with the requirements under the Statute of Frauds because it was merely verbal and not written. Petitioners Stardiamond,

Libarnes and Paranis contended that the Agreement and the Real Estate Mortgage, both dated March 1, 1998, executed by the spouses Tabangcora and petitioner Spouses Vargas in favor of petitioner Stardiamond were not simulated as alleged by respondent and the latter lacks the legal personality or capacity to assail the validity of the same as he is not a party thereto.

On the other hand, petitioner spouses Vargas denied any knowledge or participation in any agreement made between the spouses Tabangcora and herein respondent; and claimed to have merely provided capital to petitioner Maximino Tabangcora for the operation of his farm business.

The spouses Tabangcora also denied offering the subject property for sale to herein respondent and instead, asserted that the amount covered by Metrobank Check No. 0067796 in the amount of P4,617,293.88 was in the form of a loan, which was intended to be used for the redemption of the subject property from LBP.

#### The Ruling of the RTC

On March 31, 2009, the RTC, Branch 55, Lucena City rendered a Decision in favor of the respondent and declaring as valid the verbal agreement to sell between the spouses Tabangcora and respondent. Hence the RTC ruled:

WHEREFORE, judgment is hereby rendered in favor of the plaintiff and against all the defendants:

1)

Declaring the plaintiff the absolute owner of the property covered by TCT No. T-264567 of the Registry of Deeds of Quezon together with the buildings and improvements existing thereon;

2)

Directing defendants-spouses Rico Vargas and Cecilia Vargas and defendants-spouses Maximino Tabangcora and Estela Tabangcora to execute a formal Deed of Absolute Sale in favor of the plaintiff with a purchase price of P5,950,000.00, the remaining balance thereof, after deducting the partial payment of P4,717,293.88 already made, to be paid to defendants Vargas couple upon execution thereof, should there be no other obligations owing to plaintiff, in order that plaintiff can secure his own transfer certificate of title over the said parcel of land covered by TCT No. T-264567;

3)

Nullifying the Agreement dated March 1, 1998[,] between the defendants spouses and defendant Stardiamond Int'l Trading, Inc., as well as the Real Estate Mortgage executed in favor of defendant Stardiamond Int'l Trading, Inc. and registered in the Memorandum of Encumbrances on page C of TCT No. T-264567 as they were simulated and fictitious. The Register of Deeds of Quezon is authorized to cancel the annotation of the Agreement (Exh. G) Entry No. 733192-A and Real Estate Mortgage Entry No. 733193;

4)

Ordering defendants to deliver and surrender to plaintiff the owner's copy of TCT No. 264567 of the Registry of Deeds for the Province of Quezon with the cancellation of the annotations mentioned in the immediately preceding paragraph, and if they refused to do so, ordering the Register of Deeds to issue another copy and declaring the owner's copy in their possession null and void or without any effect;

5)

Ordering the defendants, jointly and severally to pay plaintiff moral damages in the amount of P1 million pesos and exemplary damages in the sum of P500,000.00 pesos;

6)

Ordering the defendants, jointly and severally to pay and reimburse plaintiff by way of attorney's fees in the amount of P500,000.00 representing acceptance fees and appearance fees for at least forty-four (44) times after verifying from the records or a total amount of P220,000.00, plus court filing fees in the sum of P138,344.00, P75,000.00 representing expenses in getting attachment surety bond, etc., and costs.

SO ORDERED.[15]

Not contented with the ruling of the RTC, petitioners seasonably filed their respective appeals with the CA.

#### The Ruling of the CA

On June 30, 2011, the CA issued the now assailed Decision reversing the dispositions made by the RTC, specifically:

WHEREFORE, premises considered, the assailed Decision dated March 31, 2009 of the RTC, Branch 55, Lucena City in Civil Case No. 2000-86 is hereby REVERSED in accordance with the following DISPOSITIONS, to wit:

- Defendants-appellants Spouses Vargas are hereby declared the registered owners of the subject land covered by TCT No. T- 264567, subject to the attachment lien in favor of plaintiff-appellee Acsayan;
- Defendants-appellants Spouses Vargas and defendants Spouses Tabangcora are hereby held solidarity liable to pay plaintiff-appellee Acsayan the amount of P4,717,293.88 plus 2% monthly interest thereon from June 20, 2000 up to the finality of this Decision;
- Defendants Spouses Tabangcora and defendants-appellants Libarnes, et al. are held solidarity liable to pay plaintiff-appellee Acsayan P50,000.00 as moral damages, P50,000.00 as exemplary damages and P50,000.00 as attorney's fees, as well as the costs of suit to be computed in accordance with Rule 142 of the Rules of Court;
- The Agreement and Real Estate Mortgage, both dated March 1, 1998, are hereby annulled and ordered cancelled from the memorandum of encumbrances of TCT No. T-264567; and,
- Defendants-appellants Libarnes, et al. are entitled to the improvements they introduced on the subject land in accordance with Article 1678 of the Civil Code.

SO ORDERED.[16]

Aggrieved, petitioners spouses Vargas, Libarnes, Paranis and Stardiamond filed their respective Partial Motion[s] for Reconsideration, while respondent filed his own Motion for Reconsideration, all of which were denied by the CA, in a Resolution dated April 19, 2013, to wit:

Thus, finding no new matter of substance which would warrant the modification much less the reversal of this Court's June 30, 2011 Decision, plaintiff-appellee Acsayan's Motion for Reconsideration, defendants-appellants Libarnes, Paranis and Stardiamond's Partial Motion for Reconsideration and defendants-appellants Spouses Vargas' Motion for Partial Reconsideration are hereby DENIED for lack of merit.

SO ORDERED.[17]

Petitioners filed their respective Petition [s] for Review on Certiorari before this Court, as follows:

a)

G.R. No. 206780 - filed by petitioner spouses Rico and Cecilia Vargas; and

b)

G.R. No. 206843 - filed by petitioners Stardiamond, Libarnes and Paranis.

The Issues

In G.R. No. 206780, petitioner spouses Vargas posited the following assignment of errors, to wit:

- WITH ALL DUE RESPECT[,] THE HONORABLE COURT OF APPEALS GRAVELY ERRED IN DECLARING THAT THE DEED OF ASSIGNMENT IS VOID AND NEVER PASSED ANYTHING (SIC).

- WITH ALL DUE RESPECT[,] THE HONORABLE COURT OF APPEALS GRAVELY ERRED WHEN IT HELD THAT SPOUSES VARGAS ARE SOLIDARILY LIABLE WITH SPOUSES TABANGCORA TO PAY PLAINTIFF-APPELLEE ACSAYAN THE AMOUNT OF [P]4,717,293.88 PLUS 2% MONTHLY INTEREST FROM JUNE 20, 2000 UP TO THE FINALITY OF THE DECISION[18]

In G.R. No. 206843, petitioners Stardiamond, Libarnes and Paranis raised the following assignment of errors, to wit:

- Whether or not the RTC and the Court of Appeals grossly misapprehended the facts and pieces of evidence of the case in concluding that the Agreement and Real Estate Mortgage, both dated 01 March 1998, are void and without legal effect and that Petitioners acted in bad faith and in conspiracy to the prejudice of respondent.

- Whether or not the assailed portions of the 30 June 2011 Decision and the 19 April 2013 Resolution of the Honorable Court of Appeals are contrary to the doctrine of mortgagee in good faith as laid down in numerous cases of the Honorable Supreme Court.

- In the event that the assailed portions of the 30 June 2011 Decision and the 19 April 2013 Resolution of the Honorable Court of Appeals are found to be contrary to the doctrine of mortgagee in good faith, whether or not Petitioner Stardiamond has prior right over the subject property and whether Petitioners are still to be made to suffer the damages awarded to Respondent, and conversely, should Respondent be held liable to Petitioners for damages.[19]

The Court's Ruling

We find the Consolidated Petitions to be meritorious.

## I.

On the procedural aspect, petitioners Stardiamond, Libarnes and Paranis contend that only questions of law may be raised in a Petition for Review on Certiorari under Rule 45 of the Rules of Court.

Generally, we are not duty-bound to analyze again and weigh the evidence introduced in and considered by the tribunals below. When supported by substantial evidence, the findings of fact of the CA are conclusive and binding on the parties and are not reviewable by this Court, unless the case falls under any of the following recognized exceptions: 1) when the conclusion is a finding grounded entirely on speculation, surmises and

conjectures; 2) when the inference made is manifestly mistaken, absurd or impossible; 3) where there is a grave abuse of discretion; 4) when the judgment is based on a misapprehension of facts; 5) when the findings of fact are conflicting; 6) when the Court of Appeals, in making its findings, went beyond the issues of the case and the same is contrary to the admissions of both appellant and appellee; 7) when the findings are contrary to those of the trial court; 8) when the findings of fact are conclusions without citation of specific evidence on which they are based; 9) when the facts set forth in the petition as well as in the petitioners' main and reply briefs are not disputed by the respondents; and, 10) when the findings of fact of the Court of Appeals are premised on the supposed absence of evidence and contradicted by evidence on records.[20]

Since the finding of fact of the RTC is in contrast with the finding of facts of the CA, then, we are constrained to re-examine the facts and evidence presented by the parties in the instant case.

## II.

Petitioner spouses Vargas contend that they had already disposed the subject property in question in favor of Tavar Farm & Marketing, as represented by the spouses Tabangcora, through a Deed of Assignment dated November 1997, for a valuable consideration. Thus, they could no longer be held liable for the subsequent acts of the spouses Tabangcora regarding their transactions with herein respondent involving the subject property.

We sustain the validity of the Deed of Assignment executed by spouses Vargas. Under Article 1624 of the Civil Code, assignment of rights partakes of a nature of a sale, such that it is perfected at the moment there is a meeting of the minds upon the thing which is the object of the contract and upon the price.[21] The meeting of the minds contemplated here is that between the assignor of the credit and his assignee,[22] there being no necessity for the consent of any other person not a party to the contract. Here, the CA invalidated the Deed of Assignment purportedly because the parties never mentioned anything about a valuable consideration that was paid by the spouses Tabangcora to spouses Vargas.

Under Art. 1354 of the Civil Code, consideration is presumed unless the contrary is proven.[23] The presumption that a contract has sufficient consideration cannot be overthrown by a mere assertion that it has no consideration.[24] Paragraph No. 2 of the said Deed of Assignment states as follows:

x x x [T]he ASSIGNORS, for valuable considerations, do hereby assign, transfer and convey unto the ASSIGNEE, its successors and assigns, the above described parcel of land including all the improvements thereon, free from liens and encumbrances.[25] (Underscoring supplied)

The valuable consideration need not be specified. To rebut the presumption that there was consideration, it is incumbent upon respondent to show that no consideration was passed between the parties. However, respondent cannot explicitly state that the Deed of Assignment was executed without any consideration at all. In his attempt to nullify the Deed of Assignment, respondent raised some peripheral issues surrounding the execution of the said Deed.

Respondent argued that one of the spouses Vargas (Rico Vargas) admitted that the Deed of Assignment was executed so that Maximino Tabangcora could apply for a loan with a bank.[26] This admission alone cannot invalidate the Deed of Assignment duly agreed upon by the parties. Under Article 1331 of the Civil Code, the particular motives of the parties in entering into a contract are different from the cause thereof. Considering that the admitted purpose of the contract, which is to enable the spouses Tabangcora to obtain a loan, is not contrary to law, morals and public policy then there is no reason to declare as void the deed of assignment, which as mentioned earlier is presumed to be executed with a valuable consideration.

Respondent also averred that there was no showing that the parties intend to be bound by the said Deed

considering that there was never any attempt to register it so that the title to the property will be transferred to the assignees.[27] The parties may have various reasons for not registering the Deed of Assignment but it is not a conclusive indication that the same was void and was not binding between the parties.

Respondent, thereafter, reasoned out that if spouses Tabangcora were the owners of the property by virtue of the Deed of Assignment, there was no need for spouses Vargas to execute the Special Power of Attorney (SPA) dated November 21, 1997, which authorized them to execute contracts and enter into agreements with Stardiamond and the SPA dated February 25, 1998, which authorized them to purchase from Stardiamond the improvements erected on the land and to mortgage the land in favor of Stardiamond. Again, while we cannot ascertain the reason why the spouses Vargas executed the said SPAs, this alone is not sufficient basis to invalidate the Deed of Assignment. Since the Certificate of Title was yet to be issued in the name of Tavar Farm and Marketing (as represented by the spouses Tabangcora), it was still necessary for the assignor to execute a SPA in order for the assignee to do (i.e. acts of dominion) what he deemed necessary to the subject property at the moment.

What was clear is that respondent transacted with the spouses Tabangcora involving the subject property still registered under the names of spouses Vargas. Considering that spouses Vargas did not execute any SPA authorizing spouses Tabangcora to transact with respondent, evidently, the latter was just relying on the Deed of Assignment which ceded the rights and interest of the registered owner to the spouses Tabangcora over the subject property. Respondent cannot now attack the validity of the said Deed of Assignment which he relied upon when he transacted with the spouses Tabangcora.

As the Deed of Assignment is declared valid, for all intents and purposes, the subject property has effectively been transferred to Tavar Farm & Marketing, as represented by Maximino Tabangcora. Verily, when the spouses Tabangcora entered into a contract with respondent, the same is only binding between them as the contracting parties. Since there was no showing that there was a privity of contract between spouses Vargas and respondent, then spouses Vargas cannot be held liable to the respondent for the payment of any amount or interest due to the latter.

### III.

As to the nature of the transaction between the spouses Tabangcora and respondent, we agree with the CA that the same was not one of sale. From the start of their transaction, respondent knew that the initial money (he called the downpayment) which he will give to spouses Tabangcora was intended to pay the loan of the spouses Tabangcora with LBP. As a matter of fact, he even issued a check with LBP as the payee. If from the very start, the parties intended to enter into a contract of sale, respondent should have required the execution of a written instrument evidencing their transaction. Respondent should have acted with that measure of precaution which may reasonably be required of a prudent man in a like situation.

Another instance that negates a sale transaction between the spouses Tabangcora and respondent was their verbal agreement to impose a 2% interest on the money given to the spouses Tabangcora. As observed by the CA, as to why respondent readily loaned a big amount without collateral was because respondent was enticed by the 2% monthly interest.[28]

At any rate, in the event of doubt as to the nature and conditions of a contract that cannot be decided by the language of an x x x agreement, in justice, it must be presumed that the debtor assumed the lesser obligation and that the liability contracted is that which permits the greatest reciprocity of interest and rights.[29] Since there was doubt as to whether the agreement between the parties was a loan or a sale, it is more sound that the agreement in question be considered as a loan contract — with the spouses Tabangcora not surrendering all the rights to the property but simply conferring upon respondent merely to collect from the spouses Tabangcora what is owing to

him (with interest for the use of his money) thereby promoting a greater reciprocity of rights and obligations between them.

With the existence of a valid loan between the parties, it is imperative for respondent to be paid of the amount which the spouses Tabangcora borrowed from him consisting of the principal amount and the accrued legal interest as their alleged stipulation on the interest was not reduced to writing. Thus, the interest on the amount loaned shall then be fixed at 12% per annum to be computed from the date of default, which was June 20, 2000 (date of the judicial demand) until June 30, 2013<sup>[30]</sup> and at 6% per annum from July 1, 2013 until satisfaction thereof in accordance with *Nacar v. Gallery Frames*.<sup>[31]</sup>

#### IV.

Having ruled that the transaction between the spouses Tabangcora is one of loan and not of sale (or a mortgage) of the subject property, then respondent has neither a vested right over the said property or a right superior to that of petitioners Stardiamond, Libarnes and Paranis. Hence, we need not delve on the issue of whether petitioners Stardiamond, Libarnes, Paranis and spouses Tabangcora conspired and connived with one another in fraudulently depriving respondent of his right over the subject property when they executed the Agreement and the Real Estate Mortgage both dated March 1, 1998.

#### V.

There is likewise no basis to award respondent with moral and exemplary damages and attorney's fees. As earlier discussed, respondent is only entitled to the above-discussed legal interest rate per annum which accrued when he entered into a contract of loan with the spouses Tabangcora.

WHEREFORE, the assailed Decision dated June 30, 2011, and the Resolution dated April 19, 2013 of the Court of Appeals, in CA-G.R. CV No. 94670 are REVERSED and SET ASIDE and a new one is entered as follows:

- Declaring the Deed of Assignment dated November 1997 executed by spouses Rico and Cecilia Vargas in favor of Tavar Farm & Marketing, as represented by Maximino Tabangcora as VALID;
- Declaring Tavar Farm & Marketing, as represented by Maximino Tabangcora, married to Estela Tabangcora, as the ABSOLUTE OWNER of the property covered by TCT No. T- 264567;
- Ordering the spouses Maximino and Estela Tabangcora TO PAY respondent Jose F. Acsayan, Jr. the amount of P4,717,293.88 plus interest of 12% per annum from June 20, 2000, the date of judicial demand, until June 30, 2013 and at 6% per annum from July 1, 2013 until full payment thereof.

#### SO ORDERED.

Carpio, Acting C.J., (Chairperson), Perlas-Bernabe, Caguioa, and Lazaro-Javier, JJ., concur.

---

[\*] Also referred to as Sps. Rico and Cecilia Vargas in rollo (G.R. No. 206780), pp. 118-124.

[1] Id. at 10-23, G.R. No. 206780; id. at 9-58, G.R. No. 206843.

[2] Penned by Associate Justice Remedios A. Salazar-Fernando, with Associate Justices Celia C. Librea- Leagogo and Michael P. Elbinias, G.R. No. 206780; id. at 32-67.

[3] Penned by Presiding Judge Bienvenido A. Mapaye, id. at 69-101.

- [4] Id. at 27-30.
- [5] Id. at 476-494, G.R. No. 206843.
- [6] Id. at 380-382.
- [7] Id. at 496.
- [8] Id. at 497.
- [9] Id.
- [10] Id. at 462-464.
- [[11]] Id. at 465-468.
- [12] Id. at 469-473.
- [13] Supra note 5.
- [14] Id.
- [15] Id. at 676-678
- [16] Supra note 2, at 66-67.
- [17] Supra note 4, at 29.
- [18] Rollo (G.R. No. 206780), p. 15.
- [19] Rollo (G.R. No. 206843), pp. 26-27.
- [20] Cirtek Employees Labor Union-Federation of Free Workers v. Cirtek Electronics, Inc., 665 Phil. 784 789 (2011).
- [21] C & C Commercial Corporation vs. Philippine National Bank, 256 Phil. 451, 460 (1989).
- [22] Id. at 460-461.
- [23] Fernandez v. Fernandez, 416 Phil. 322, 342 (2001).
- [24] Id.
- [25] Supra note 7.
- [26] Supra note 2, at 59.
- [27] Rollo (GR No. 206843), p. 896.
- [28] Supra note 2, at 57.
- [29] Heirs of Severo Legaspi, Sr. v. Vda. De Dayot, 266 Phil. 569, 578 (1990).
- [30] Eastern Shipping Lines, Inc. v. Court of Appeals, 304 Phil. 236, 253 (1994).
- [31] 716 Phil. 267 (2013).

**ABOUT BATAS.ORG**

# Study smarter at BATAS.org

*The Philippine bar review and law-school companion built around how your brain actually remembers.*

**The complete Philippine law library - free for everyone.**

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

**Audio case-brief lectures.**

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

**Bar review built on the science of memory.**

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

**The full law-school curriculum.**

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

**Mock exams that tell you where you stand.**

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

**A study planner that keeps you on pace.**

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

**Start free at <https://batas.org>**

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.