

HIPOLITO AGUSTIN AND IMELDA AGUSTIN, PETITIONERS, VS. ROMANA DE VERA, RESPONDENT.

G.R. No. 233455. April 03, 2019

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CAGUIOA, J:

Before the Court is a Petition for Review on Certiorari[1] (Petition) under Rule 45 of the Rules of Court filed by petitioners Hipolito Agustin (Hipolito) and Imelda Agustin (Imelda), assailing the Decision[2] dated March 28, 2017 (assailed Decision) and Resolution[3] dated July 14, 2017 (assailed Resolution) of the Court of Appeals (CA) in CA-G.R. CV No. 107860.

The Facts and Antecedent Proceedings

As narrated by the CA in its assailed Decision and as culled from the records of the instant case, the essential facts and antecedent proceedings of the case are as follows:

During his lifetime, Gregorio B. De Vera (Gregorio) owned a parcel of residential land with an area of one hundred eighty (180) square meters, located at Tondaligan, Bonuan Gueset, Dagupan City [(subject property)], and covered by Transfer Certificate of Title (TCT) No. 36897 of the Registry of Deeds for the City of Dagupan, Province of Pangasinan.

On January 6, 1986, Gregorio and spouses Hipolito and Lolita Agustin executed a document entitled "Contract to Purchase and Sale" whereby the former agreed to sell to the latter the aforementioned property under the following terms and conditions:

- "a. The Contract price of the land is P30,000.00 Philippine Currency;
- b. The amount of P15,000.00 will be paid to the Vendor upon the execution of this contract and the balance to be paid upon the release of the land from the Pangasinan Savings and Loan Association to which parcel of land is currently mortgaged;
- c. That the Vendor obligates himself to have the said title of the land released from mortgage from the bank within a period of one (1) month from the day [of] the execution of this contract;
- d. That immediately upon the payment of P15,000.00 and after the execution of this contract[,] the Vendee can take possession of the land and may introduce improvements and [sic] they may desire;
- e. That upon release of the title from the bank and upon payments of the balance of P15,000.00 by the Vendee to the Vendor, the corresponding Deed of Sale will be executed;
- f. That the costs of documentation and other expenses in the transfer of said Title to the Vendee will be borne by the Vendee."

As agreed, the Agustin spouses paid the partial payment of P15,000.00 and immediately took possession of the land. They had since constructed thereon their residential house and paid the real estate taxes. On May 17, 2001, Hipolito Agustin sold one-half portion of the land to his sister, Imelda Agustin, who also introduced improvements on the property and constructed a sari-sari store.

Considering that Gregorio had not yet delivered the title, Hipolito and Imelda caused the annotation of an adverse claim on TCT No. 36897 on August 22, 2007.

Under [a] Deed of Absolute Sale dated September 3, 2007, Gregorio sold the [subject property] to Romana M. [d]e Vera [(Romana)] for the price of Php500,000.00. Said document was registered on September 6, 2010.

Gregorio died on September 17, 2007.

On November 15, 2007, Hipolito filed Civil Case No. 2007-0367-D entitled "Hipolito S. Agustin vs. Heirs of the Late Gregorio B. De Vera" for Specific Performance, Acknowledgement of the Contract of Purchase and Sale and Judicial Declaration of Ownership" [sic] in the RTC of Dagupan City, Branch 42. The amended complaint alleged that despite receipt of the balance of the purchase price, Gregorio failed to deliver the title as promised by him. Upon verification with the Office of the Register of Deeds, Hipolito was surprised to discover that Gregorio already redeemed the [subject] property in April 1997. Hipolito thus prayed for judgment ordering the heirs of Gregorio to execute the corresponding deed of sale in his favor.

A Notice of Lis Pendens was likewise duly annotated on TCT No. 36897 on November 16, 2007.

Civil Case No. 2007-0367-D was dismissed without prejudice on October 14, 2008 for lack of jurisdiction over the person of the defendants due to invalid service of summons.

On September 28, 2010, [petitioners Hipolito and Imelda] filed the present case [before the Regional Trial Court of Dagupan City, Branch 40 (RTC)]. [Hipolito and Imelda] alleged that they were surprised to discover a deed of absolute sale over the same property purportedly executed by Gregorio, then already eighty (80) years old, fourteen (14) days prior to his death, in favor of [respondent Romana]. Romana caused the registration of the conveyance in her favor, resulting in the issuance of TCT No. 90114 in her name. [Petitioners Hipolito and Imelda] argued that Romana is a buyer in bad faith who had knowledge of Hipolito's ownership of the subject land by virtue of sale which was annotated on the title, and of [petitioners Hipolito and Imelda's] actual possession for more than twenty [(20)] years already. Assuming there was a double sale, [petitioners Hipolito and Imelda] asserted that they are to be preferred as first buyers and first in possession in good faith and for value. They further contended that the 2007 sale is void as Gregorio had nothing more to sell after the execution of the Contract to Purchase and Sale in 1986.

[Petitioners Hipolito and Imelda] thus prayed that after trial, judgment be rendered: 1) annulling the Deed of Absolute Sale executed by Gregorio in favor of Romana; 2) ordering the Register of Deeds to cancel TCT No. 90114; 3) upholding the rights of ownership and possession of [petitioners Hipolito and Imelda] over the subject property under the Contract to Purchase and Sale; 4) ordering the Register of Deeds to issue a new certificate of title in the name of the [petitioners Hipolito and Imelda]; 5) ordering [respondent Romana] to pay [petitioners Hipolito and Imelda] the sums of Php50,000.00 as moral damages, Php50,000.00 as exemplary damages, Php30,000.00 [as] attorney's fees plus Php1,500.00 appearance fee per hearing and Php20,000.00 as litigation expenses.

In her Answer, Romana denied the [petitioners Hipolito and Imelda's] claim that they already acquired the subject property, asserting that the construction of [petitioners Hipolito and Imelda's] house was without the consent of Gregorio and made thru fraudulent scheme. She argued that the alleged Contract to Purchase and Sale did not ripen into legal conveyance of real property from Gregorio to [petitioners Hipolito and Imelda]. x x x

After trial, the RTC rendered [its Decision[4] dated June 23, 2014], the dispositive portion of which states:

"WHEREFORE, premises considered, judgment is hereby rendered in favor of the Plaintiffs and against the Defendant as follows:

1. Annuling the Deed of Absolute Sale dated September 3, 2007 purportedly executed by the late Gregorio de Vera in favor [of] Romana de Vera;
2. Ordering the Register of Deeds of Dagupan City to cancel Transfer Certificate of Title No. 90114;
3. Upholding the rights and ownership and possession of the Plaintiffs over the subject parcel of land under the Contract to Purchase and Sale;
4. Ordering the Register of Deeds to reinstate the Transfer Certificate of Title No. 36897 under the name of Gregorio B. de Vera; and
5. Ordering the Defendant Romana de Vera to pay the Plaintiffs the sum of Twenty-Five Thousand Pesos (Php25,000.00) as moral damages and another Twenty-Five Thousand Pesos (Php25,000.00) as exemplary damages.

SO ORDERED."[5]

The RTC found that the sale of the subject lot to Hipolito was absolute notwithstanding the title of their agreement. It also found that the contract did not contain an express reservation of ownership pending full payment of the purchase price. There being a contract of sale, and not mere contract to sell, the RTC applied the provision on double sale of real property, Article 1544 of the Civil Code. Romana was declared a buyer in bad faith, having bought the land from Gregorio despite being charged with the knowledge of [petitioners Hipolito and Imelda's] ownership claim through the adverse claim and notice of lis pendens annotated on TCT No. 36897, and having found [petitioners Hipolito and Imelda] in actual possession of the property.

[Hence, Romana appealed before the CA[6] seeking a reversal of the above judgment x x x.[7]

The Ruling of the CA

In its assailed Decision, the CA granted Romana's appeal and reversed the RTC's Decision. The dispositive portion of the assailed Decision reads:

WHEREFORE, the appeal is GRANTED. The Decision dated June 23, 2014 of the Regional Trial Court of Dagupan City, Branch 40 in Civil Case No. 2010-0258-D is REVERSED and SET ASIDE. The Complaint dated September 27, 2010 filed by Hipolito and Imelda Agustin with said court is hereby DISMISSED.

SO ORDERED.[8]

The CA held that "[s]ince the Contract to Purchase and Sale is not a contract of sale but a mere contract to sell, there was no automatic transfer of ownership even if Gregorio failed to deliver the title to Hipolito after securing the release of the [subject] property from bank mortgage. Consequently, the RTC erred in applying Article 1544 of the Civil Code, which contemplates a double sale of the same real property."[9]

In finding the Contract to Purchase and Sale a contract to sell instead of a contract of sale, the CA focused its attention on the provision of the said Contract to Purchase and Sale which obligated Gregorio to execute a Deed of Sale in favor of Hipolito. According to the CA, "the need to execute a deed of absolute sale upon completion of payment of the price generally indicates that it is a contract to sell, as it implies the reservation of title in the vendor until the vendee has completed the payment of the price"[10] and that "[w]here the seller promises to execute a deed of absolute sale upon the completion by the buyer of the payment of the price, the contract is only a contract to sell."[11]

Hipolito and Imelda filed their Motion for Reconsideration[12] on April 18, 2017, which was subsequently denied by the CA in its assailed Resolution.

Hence, the instant Petition.

Romana filed her Comment[13] on December 18, 2017, to which Hipolito and Imelda responded with a Reply to Comment[14] filed on January 24, 2018.

Issue

Stripped to its core, the critical issue presented before the Court is whether the Contract to Purchase and Sale entered into by Hipolito and Gregorio is a contract of sale or a contract to sell.

The Court's Ruling

The instant Petition is meritorious. The CA erred in finding that the Contract to Purchase and Sale is a mere contract to sell; it is a contract of sale.

The Essential Elements of a Contract of Sale

According to Article 1458 of the Civil Code, by a contract of sale, one of the contracting parties obligates himself to transfer the ownership and to deliver a determinate thing, and the other to pay therefor a price certain in money or its equivalent.

Accordingly, the elements of a valid contract of sale under Article 1458 of the Civil Code are: (1) consent or meeting of the minds; (2) determinate subject matter; and (3) price certain in money or its equivalent.[15]

In the instant case, the Court finds that all the aforesaid elements are present in the instant case. By entering into the agreement entitled "Contract to Purchase and Sale," both parties had arrived at a meeting of the minds that the seller, i.e., Gregorio, transferred the ownership and possession of the subject property to the buyer, i.e., Hipolito, with the latter obliged to pay a price certain in money, i.e., P30,000.00.

In appreciating the evidence on record, the RTC arrived at a similar conclusion, holding that the parties had a clear meeting of the mind that the ownership and possession over the subject property should be transferred to Hipolito upon the execution of the Contract to Purchase and Sale:

On the Third Paragraph of the said Contract, it clearly provides as follows:

"WHEREFORE, for and consideration of the sum of FIFTEEN THOUSAND PESOS (P15,000.00) and further consideration of the above premises the Vendor hereby agrees to sell the above parcel of land to the Vendee and the Vendee hereby obligated themselves to buy the said parcel of land under the above terms and conditions."

From the tenor of the said Contract to Purchase and Sale (Exhibit "B") it is understood that Gregorio and Hipolito and his (sic) wife had meetings of mind that ownership and possession over the subject parcel of land shall be transferred to the latter upon the execution of the said contract.[16]

It must be stressed that upon the execution of the Contract to Purchase and Sale, Gregorio ceded the possession of the subject property to petitioner Hipolito. It is not disputed that petitioner Hipolito immediately took possession of the subject property, had constructed thereon their residential house, and paid the real estate taxes upon the subject property.

Transfer of Ownership through Delivery

In connection with the fact that Hipolito gained possession over the subject property upon the execution of the Contract to Purchase and Sale, Article 1477 of the Civil Code states that the ownership of the thing sold shall be transferred to the vendee upon the actual or constructive delivery thereof. Further, under Article 1478, the parties

may stipulate that ownership in the thing shall not pass to the purchaser until he has fully paid the price.

In accordance with Articles 1477 and 1478 of the Civil Code, the general rule states that ownership of property passes on to the buyer ipso jure when its possession is transferred in the latter's favor if no reservation to the contrary has been made.[17] In the absence of stipulation to the contrary, the ownership of the thing sold passes to the vendee upon actual or constructive delivery thereof.[18]

Applying the foregoing to the instant case, striking is the fact that actual and physical delivery of the subject property was made to Hipolito immediately upon the execution of the Contract to Purchase and Sale without any express or implied stipulation by Gregorio reserving ownership of the subject property.

Gregorio did not make any express or implied reservation whatsoever withholding ownership of the subject property from Hipolito. If Gregorio really intended that the transfer of ownership over the subject property was dependent on the fulfilment of other conditions, then he would have expressed words to that effect in the Contract to Purchase and Sale. Nor would he have willingly transferred the physical possession of the subject property to Hipolito. With possession being the natural consequence and effect of ownership, it would be unnatural for a property owner to just let go and cede possession of the property, without even a whimper, under an agreement selling the said property and, at the same time, allege the retention of ownership over the property.

In fact, aside from the delivery of the subject property to Hipolito, the intention of the parties to cede ownership of the subject property to Hipolito is further buttressed by the fact that after the delivery of the subject property to Hipolito, the obligation of paying real estate taxes was immediately assumed by Hipolito. The fact that Hipolito had already assumed the obligation of paying real property taxes on the subject property has not been disputed by Romana.

Contract of Sale vis-a-vis Contract to Sell

Despite the foregoing, the CA maintained its position that the Contract to Purchase and Sale is a contract to sell and not a contract of sale.

In the recent case of *Spouses Beltran v. Spouses Cangayda*,[19] citing *Platinum Plans Phil. Inc. v. Cucueco*,[20] the Court explained that a contract to sell is defined as a bilateral contract whereby the prospective seller, while expressly reserving the ownership of the subject property despite its delivery to the prospective buyer, commits to sell the property exclusively to the prospective buyer upon full payment of the purchase price.

In a contract of sale, title passes to the vendee upon the delivery of the thing sold; whereas in a contract to sell, by agreement, the ownership is reserved in the vendor and is not to pass until the full payment of the price. In a contract of sale, the vendor has lost and cannot recover ownership until and unless the contract is resolved or rescinded; whereas in a contract to sell, title is retained by the vendor until the full payment of the price.[21]

In *Coronel v. CA*,[22] the Court held that the agreement subject of the aforesaid case, even if it was denominated as a mere Receipt of Down Payment, was a contract of sale. The Court held therein that it could not have been a contract to sell "because the sellers herein made no express reservation of ownership or title to the subject parcel of land." [23] Similarly, in *Sps. Castillo v. Sps. Reyes*,[24] the Court held that "[t]he November 8, 1997 Agreement herein cannot be characterized as a contract to sell because the seller made no express reservation of ownership or title to the subject house and lot. Instead, the Agreement contains all the requisites of a contract of sale." [25]

In *Platinum Plans Phil. Inc. v. Cucueco*, the Court explained that "a contract to sell may not be considered as a contract of sale because the first essential element of consent to a transfer of ownership is lacking in the former.

Since the prospective seller in a contract to sell explicitly reserves the transfer of title to the prospective buyer, the prospective seller does not as yet unequivocally agree or consent to a transfer ownership of the property subject of the contract to sell."[26]

Jurisprudence has then established that the hallmark of a contract to sell is the existence of a clear agreement by the parties that the transfer of ownership is conditioned upon the full payment of the purchase price, such that, by agreement of the parties, ownership is reserved to the seller until the purchase price has been fully paid. The nomenclature of the subject contract as a "Contract to Purchase and Sale" is of no moment, considering that "[t]he Court looks beyond the title of said document, since the denomination or title given by the parties in their contract is not conclusive of the nature of its contents."[27]

According to some authorities on the law of sales, the existing school of thought "holds that what determines whether a sale contract is a 'contract to sell' is that there must exist an agreement, whether express or implied, at the time of perfection of the sale contract, that the obligation of the seller to transfer ownership to the buyer pursuant to a sale (even when physical possession may have been effected) is conditioned upon the full payment by the buyer of the purchase price."[28] Further, "[t]he prevailing doctrine therefore is that absent any stipulation in the deed or in the meeting of [the] minds reserving title (meaning, ownership) over the property to the seller until full payment of the purchase price and giving the seller the right to unilaterally rescind the contract i[n] case of non-payment, makes the contract one of sale rather than a contract to sell."[29]

To reiterate, in the instant case, it is not disputed that there is absolutely no stipulation in the Contract to Purchase and Sale to the effect that ownership over the subject property is reserved in favor of Gregorio pending the complete payment of the purchase price by Hipolito. Neither is there a provision granting Gregorio the unilateral right to rescind the Contract to Purchase and Sale in case of non-payment. Therefore, bearing in mind the foregoing, the Contract to Purchase and Sale is a contract of sale, and not a contract to sell.

Citing *Spouses Reyes v. Salvador, Sr.*,[30] the CA held that "[w]here the seller promises to execute a deed of absolute sale upon the completion by the buyer of the payment of the price, the contract is only a contract to sell."[31]

This statement of the Court in *Spouses Reyes v. Salvador, Sr.* was based on the 1996 case of *PNB v. CA*,[32] which held that "no less revealing is the fact that the letter-agreements are not deeds of sale, thereunder no title having been passed from petitioner to private respondent."[33]

However, upon closer reading of the aforementioned case, the Court therein held that the subject agreement therein was a contract to sell and not a contract of sale primarily because there was a clear stipulation in the subject contract therein "reserving title in the vendor until full payment of the purchase price or giving the vendor the right to unilaterally rescind the contract the moment the vendee fails to pay within a fixed period."[34]

Moreover, in *Spouses Reyes v. Salvador, Sr.*, the subject contract therein actually "provide[d] for the automatic [unilateral] cancellation of the contract should Emma fail to pay the purchase price as required therein; and, in such an event, it grants Nicomedes the exclusive right to thereafter sell the subject property to a third person."[35] This provision in the subject contract therein which, as already discussed, is one of the hallmarks of a contract to sell, is not found in the subject Contract to Purchase and Sale.

In fact, in *Spouses Reyes v. Salvador, Sr.*, there was no evidence that the buyer "took actual and physical possession of the subject property at any given time."[36] To the contrary, it is not disputed in the instant case that Hipolito possessed and occupied the subject property after the execution of the Contract to Purchase and Sale.

Furthermore, in *Coronel v. CA*, even if the subject contract therein similarly indicated that the seller made a

promise in the agreement "to cause the issuance of a new certificate of title in their names from that of their father, after which, they promised to present said title, now in their names, to the latter and to execute the deed of absolute sale whereupon, the latter shall in turn, pay the entire balance of the purchase price,"[37] it still remained true that the agreement was a contract of sale because of the lack of any express or implied reservation of ownership on the part of the seller.

Similarly, in *Dignos v. Court of Appeals*,[38] the Court held that the contract therein was still a contract of sale and not a contract to sell despite the existence of an express stipulation that the sellers would execute a final deed of absolute sale only upon the payment of the balance of the purchase price as there was "no such stipulation reserving the title of the property on the vendors nor does it give them the right to unilaterally rescind the contract upon non-payment of the balance thereof within a fixed period." [39]

Having an ironclad dependence on the existence of a deed of absolute sale to determine the existence of a contract of sale is unwarranted, considering that a contract of sale is a consensual contract, which means that the sale is perfected by mere consent. No particular form is required for its validity.[40] Formalities intended for greater efficacy or convenience or to bind third persons, if not done, would not adversely affect the validity or enforceability of the contract between the contracting parties themselves.[41]

Therefore, while a stipulation or promise to the effect that a seller shall execute a deed of sale upon the completion of payment of the purchase price by the buyer may be considered a factor or a sign that a contract might possibly be a contract to sell, such stipulation in itself, taken in isolation, is by no means determinative and conclusive as to the contract being a contract to sell.

Still controlling are (1) the lack of any stipulation in the sale contract reserving the title of the property on the vendors and (2) the lack of any stipulation giving the sellers the right to unilaterally rescind the contract upon non-payment of the balance thereof within a fixed period. The absence of such stipulations in a sale contract makes the said contract a contract of sale. Hence, the Contract to Purchase and Sale entered into by Gregorio and Hipolito is a contract of sale.

Hence, considering that the subject Contract to Purchase and Sale is indeed a contract of sale, and that the subject property has been actually delivered to Hipolito and Imelda, in accordance with Article 1477, the ownership of the subject property has been transferred to Hipolito and Imelda.

The Rule on Double Sales

Even if the rule on double sales is applied to the instant case, the result remains the same. Hipolito and Imelda would still have a better right of ownership over the subject property.

According to Article 1544 of the Civil Code, if the same thing should have been sold to different vendees, in the case of immovable property, the ownership shall belong to the person acquiring it who in good faith first recorded it in the Registry of Property:

Art. 1544. If the same thing should have been sold to different vendees, the ownership shall be transferred to the person who may have first taken possession thereof in good faith, if it should be movable property.

Should it be immovable property, the ownership shall belong to the person acquiring it who in good faith first recorded it in the Registry of Property.

Should there be no inscription, the ownership shall pertain to the person who in good faith was first in the possession; and, in the absence thereof, to the person who presents the oldest title, provided there is good faith.[42]

Applying the foregoing in the instant case, it is indisputable that Romana was a buyer in bad faith. Hence, Hipolito and Imelda have the better right of ownership over the subject property.

In the instant case, it is not disputed that on August 22, 2007, Hipolito and Imelda caused the annotation on TCT No. 36897 of an adverse claim indicating the fact that they had entered into a sale contract with Gregorio. This annotation was made prior to the execution of the Deed of Absolute Sale between Gregorio and Romana on September 3, 2007. Confirmed by Romana's own witness, Rafael M. de Vera, Romana transacted with Gregorio over the subject property even with the prior annotation of Hipolito's adverse claim on the TCT and with full knowledge that there was a prior sale transaction between Gregorio and Hipolito.[43] In fact, Romana herself testified that prior to purchasing the subject property from Gregorio, she knew that Hipolito and Imelda were already in possession of the subject property and that the latter have built their houses therein.[44]

Hence, with Romana indubitably being a buyer in bad faith, Hipolito and Imelda have a better right of ownership over Romana.

WHEREFORE, the instant petition is GRANTED. The Decision dated March 28, 2017 and Resolution dated July 14, 2017 of the Court of Appeals in CA-G.R. CV No. 107860 are hereby REVERSED AND SET ASIDE. The Decision dated June 23, 2014 rendered by the Regional Trial Court of Dagupan City, Branch 40 is hereby REINSTATED.

SO ORDERED.

Carpio, (Chairperson), Perlas-Bernabe, and Lazaro-Javier, JJ., concur.
Jardeleza,[*] J., on official business.

[*] Designated as additional member per Raffle dated March 27, 2019, on official business.

[1] Rollo, pp. 3-21.

[2] Id. at 22-31. Penned by Associate Justice Jose C. Reyes, Jr. (now a member of this Court) with Associate Justices Stephen C. Cruz and Nina G. Antonio-Valenzuela, concurring.

[3] Id. at 39.

[4] Id. at 41-55. Penned by Judge Mervin Jovito S. Samadan.

[5] Id. at 54-55.

[6] The records do not reveal if Romana filed a Motion for Reconsideration before the RTC.

[7] Rollo, pp. 22-26; citations omitted.

[8] Id. at 31.

[9] Id. at 30; underscoring supplied.

[10] Id. at 28.

[11] Id.

[12] Id. at 32-38.

[13] Id. at 59-66.

- [14] Id. at 70-76.
- [15] Peñalosa v. Santos, 416 Phil. 12, 29-30 (2001).
- [16] Rollo, pp. 47-48.
- [17] Spouses Beltran v. Spouses Cangayda, G.R. No. 225033, August 15, 2018.
- [18] Dignos v. Court of Appeals, 242 Phil. 114, 121 (1988).
- [19] Supra note 17.
- [20] 522 Phil. 133, 144 (2006).
- [21] San Lorenzo Dev't Corp. v. Court of Appeals, 490 Phil. 7, 19 (2005).
- [22] 331 Phil. 294 (1996).
- [23] Id. at 312; emphasis and underscoring supplied.
- [24] 564 Phil. 176(2007).
- [25] Id. at 181; italics in the original; emphasis and underscoring supplied.
- [26] Supra note 20, at 145; emphasis and underscoring supplied.
- [27] Spouses Reyes v. Salvador, Sr., 586 Phil. 391, 413 (2008).
- [28] Cesar L. Villanueva, LAW ON SALES, 2009 ed., p. 449.
- [29] Id.
- [30] Supra note 27.
- [31] Rollo, p. 28.
- [32] 330 Phil. 1048 (1996).
- [33] Id. at 1070-1071.
- [34] Id. at 1070.
- [35] Supra note 27, at 414.
- [36] Id.
- [37] Supra note 22, at 312; underscoring supplied.
- [38] Supra note 18.
- [39] Id. at 121; emphasis supplied.
- [40] Spouses Dalion v. Court of Appeals, 261 Phil. 1033, 1039 (1990).
- [41] Universal Robina Sugar Milling Corp. v. Heirs of Teves, 438 Phil. 26, 39 (2002).
- [42] Emphasis supplied.
- [43] Rollo, p. 53.
- [44] Id. at 51.

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