

**ETERNAL GARDENS MEMORIAL PARK CORP., PETITIONER, VS.
KATHERINE JUNETTE B. PERLAS, KATHRYN JACQUELYN F. BOISER,
AND SPOUSES CLAUDIO AND ROSITA BONIFACIO, RESPONDENTS.**

G.R. No. 236126. September 07, 2020

Ponente: DELOS SANTOS, J.

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DELOS SANTOS, J.:

Facts

Petitioner Eternal Gardens Memorial Park Corporation (Eternal Gardens) is an entity engaged in developing memorial parks and offers an array of memorial care products and services.[1]

Respondents Katherine Junette B. Perlas (Katherine) and Kathryn Jacquelyn F. Boiser (Kathryn; collectively, Boiser siblings) are two (2) of the five (5) children of Narciso C. Boiser (Narciso) and Zenaida F. Boiser (Zenaida).[2]

During her lifetime, Zenaida purchased from Eternal Gardens 24 burial lots (subject property) covered by Certificate of Ownership No. 5595[3] issued on June 7, 1985. Zenaida died on September 13, 1999. Sometime in 2000, Boiser siblings found out that the subject property were sold to spouses Claudio and Rosita Bonifacio (Spouses Bonifacio) by Kathryn's former live-in partner, Michael Magpantay (Magpantay).[4] This prompted the filing of a Complaint[5] for nullification of contract by Boiser siblings against Magpantay, Spouses Bonifacio, and Eternal Gardens before the Regional Trial Court (RTC) of Caloocan City, Branch 131, docketed as Civil Case No. C-20192.

In their complaint, Boiser siblings averred that shortly after their mother's death, Kathryn instructed Magpantay to inquire from Eternal Gardens the status of the subject property. She was then informed by Magpantay that Zenaida had sold the subject property to a person who further sold them to another.[6]

Upon conducting their own investigation with the employees of Eternal Gardens, Boiser siblings learned that the subject property were sold by Zenaida to Magpantay in February 2000. The latter then sold the lots to Spouses Bonifacio. Boiser siblings made several attempts to communicate with Eternal Gardens to clarify the situation and requested to furnish them the documents evidencing the sale, but to no avail.[7]

Boiser siblings contended that Zenaida could have not sold the subject property to Magpantay in 2000 because she was already dead at the time of the transaction. They also alleged that Eternal Gardens conspired with Magpantay given the circumstances.[8]

In its Answer,[9] Eternal Gardens asseverated that Boiser siblings had no cause of action against it as Kathryn herself, together with Magpantay, submitted the Affidavit of Loss[10] with an Undertaking purported to be signed by Zenaida stating that the title to the subject property was lost. It also claimed that Kathryn had knowledge of the Deed of Assignment[11] covering the subject property executed in favor of Magpantay. Eternal Gardens denied that it conspired with Magpantay and instead avowed that Magpantay and Kathryn were actively following-up the

release of the new title in the name of Magpantay. Upon its release, it was Kathryn who received the same and signed the receipt. Finally, Eternal Gardens insisted that the documents submitted to it being all public documents, it is not duty-bound to inquire beyond what are stated therein. Its duty to issue a certificate of ownership, according to it, becomes ministerial upon submission of the requirements for a valid transfer.[12]

Meanwhile, the other compulsory heirs of Zenaida, namely: Kathleen Kay F. Boiser, Kathreen Jennifer F. Boiser-Santiago (Kathreen), Kirk John F. Boiser, and Narciso, then filed a motion for intervention. The motion was denied for failure to append the complaint-in-intervention. However, the RTC allowed them to file their motion with the corresponding pleadings. Only Kathreen and her father Narciso (collectively, intervenors), however, re-filed the motion with the attached complaint-in-intervention, which was granted and admitted by the RTC.[13]

For their part, Spouses Bonifacio filed their Answer with Counterclaim and Cross Claim[14] contending that they are the absolute owners and buyers in good faith of the subject property as evidenced by a Certificate of Ownership No. 24095.[15] They asseverated that in April 2000, Magpantay executed a Deed of Assignment[16] in their favor transferring his rights over Lots 1-24, Section E, Block 28, Family Estate, Eternal Love-FE, then covered by Certificate of Ownership No. 24007[17] registered under Magpantay's name. Upon full payment of the purchase price of the subject property, Noli Balbin (Balbin) and Leandro Resoles (Resoles), employees of Eternal Gardens, issued an Acknowledgment Receipt.[18] A certificate of ownership was subsequently issued in their names.[19]

In its Answer to Cross-Claim,[20] Eternal Gardens denied the allegations of bad faith and conspiracy with Magpantay, pinning down Magpantay and Kathryn ultimately as the conspirators.[21]

Upon motion of both intervenors and Spouses Bonifacio, Magpantay was declared in default.[22]

In their Cross-Claim[23] (against Kathryn), intervenors prayed that Kathryn be ordered to pay the amount equivalent to the amount of the subject property, damages, and attorney's fees, in case it is proven that she conspired with Magpantay.[24]

In her defense, Kathryn denied any involvement in the transaction entered by Magpantay and claimed to have no knowledge of the same.[25]

On January 18, 2006, Branch 131 was designated as a family court, thus the case was re-raffled to Branch 122. Pre-trial and trial thereafter ensued. During the pendency of the case, Narciso died.[26]

RTC Ruling

The RTC, in its Decision[27] dated June 13, 2013, held Eternal Gardens liable to return the amount paid by Spouses Bonifacio less the value of the lot actually used as burial site for their grandchild. It brushed aside Eternal Gardens' claim that it did not authorize or know the participation of its employees in the transaction between Magpantay and Spouses Bonifacio. By issuing a certificate of ownership in favor of Spouses Bonifacio, the RTC ruled that Eternal Gardens ratified its employees' actions. It further pointed out that Kathryn's alleged participation in the transfer of the subject property in favor of Magpantay is insufficient to free Eternal Gardens from its obligation arising from the acts of its employees.[28]

The dispositive portion reads:

WHEREFORE, and in view of our disquisitions above, the Court resolves to:

1.)

DECLARE as NULL AND VOID the Deed of Assignment between Zenaida Boiser in favor of Michael Magpantay dated February 22, 2000;

2.)

CANCEL Eternal Gardens Memorial Park Corporation Certificate of Ownership No. 24007 issued under the name of Michael Magpantay and Eternal Gardens Memorial Park Corporation Certificate of Ownership No. 24095 issued in the name of Claudio and Rosita Bonifacio and REINSTATE Eternal Gardens Memorial Park Corporation Certificate of Ownership No. 5595 issued under the name of Zenaida F. Boiser; and

3.)

DIRECT the defendant Eternal Gardens Memorial Park Corporation to return to Spouses Rosita and Claudio Bonifacio Two Million Two Hundred Thousand Pesos (Php2,200,000.00), deducting therefrom the amount/value of the lot where their grandchild was buried;

4.)

DIRECT the defendant Michael Magpantay to pay plaintiffs and intervenor heirs of Zenaida Boiser the amount of One Hundred Thousand Pesos (Php 100,000.00) as moral and exemplary damages, and DIRECT the defendant Michael Magpantay to pay Spouses Rosita and Claudio Bonifacio and Eternal Gardens moral and exemplary damages in the amount of One Hundred Thousand Pesos (Php 100,000.00).

In so far as litigation expenses are concerned, prudence dictates that each party shall bear their respective expenses.

SO ORDERED.[29]

Aggrieved, Eternal Gardens appealed with the Court of Appeals (CA).

CA Ruling

The CA, in its Decision[30] dated August 25, 2017, partially granted the appeal. The CA agreed with the RTC's finding that the deed of assignment did not transfer any right to Magpantay as it was executed after the death of Zenaida. It, however, opined that Spouses Bonifacio cannot be faulted when they relied on the certificate of ownership registered in the name of Magpantay as it did not contain any defect on its face which would warrant to investigate on the seller's ownership. Thus, the CA upheld the ruling of the RTC on Eternal Gardens' liability to return the amount paid by Spouses Bonifacio after deducting the value of the lot used to bury their grandchild. It, however, also found Magpantay and Kathryn solidarity liable with Eternal Gardens as their participation was indispensable for the subsequent transaction involving Spouses Bonifacio. The CA disposed the case as follows:

WHEREFORE, premises considered, the Appeal is partially granted. The Decision dated June 13, 2013 rendered by Regional Trial Court, Branch 122, Caloocan City in Civil Case No. C-20192 is AFFIRMED WITH MODIFICATIONS, to wit:

1.

The Deed of Assignment between Zenaida Boiser in favor of Michael Magpantay dated February 22, 2000 is declared NULL and VOID;

2.

The defendant-appellant Eternal Gardens Memorial Park Corporation is ordered to CANCEL Certificate of

Ownership No. 24007 issued under the name of Michael Magpantay, and Certificate of Ownership No. 24095 issued in the name of Claudio and Rosita Bonifacio[;]

3.

The defendant-appellant Eternal Gardens Memorial Park Corporation is ordered to REISSUE Certificate of Ownership under the name of Zenaida F. Boiser for the burial lots excluding the lot where the grandchild of spouses Bonifacio was buried;

4.

Defendant-appellant Eternal Gardens Memorial Park Corporation is ordered to ISSUE a Certificate of Ownership to Spouses Claudio and Rosita Bonifacio covering the burial lot of their grandchild;

5.

Defendant-appellant Eternal Gardens Memorial Park Corporation, Michael Magpantay, and Kathryn Jacquelyn Boiser are SOLIDARILY ordered to RETURN to Spouses Rosita and Claudio Bonifacio Two Million Two Hundred Thousand Pesos (Php 2,200,000.00), deducting therefrom the amount/value of the lot where spouses Bonifacio's grandchild was buried;

6.

The defendant-appellant Eternal Gardens, Michael Magpantay, and Kathryn Jacquelyn Boiser are SOLIDARILY ordered to PAY to plaintiff-appellee Katherine Junette B. Perlas and intervenor Kathreen Jennifer Boiser-Santiago, the value of the burial lot where the grandchild of Spouses Claudio and Rosita Bonifacio was buried;

7.

Defendant-appellant Eternal Gardens, Michael Magpantay, and Kathryn Jacquelyn Boiser are SOLIDARILY ordered to PAY plaintiff-appellee Katherine Junette B. Perlas and intervenor Kathreen Jennifer Boiser-Santiago the amount of Fifty Thousand Pesos (Php 50,000.00) as moral damages and Fifty Thousand Pesos (Php 50,000.00) as exemplary damages, and SOLIDARILY PAY Spouses Rosita and Claudio Bonifacio damages in the amount of One Hundred Thousand Pesos (Php 100,000.00).

SO ORDERED.[31]

Eternal Gardens filed its Motion for Reconsideration,[32] but same was denied in the assailed Resolution[33] dated December 12, 2017.

Thus, Eternal Gardens filed the present Petition for Review on Certiorari[34] submitting the following issues for the Court's consideration:

I.

WHETHER OR NOT THE PETITIONER SHOULD BE MADE LIABLE FOR THE ULTRA VIRES ACTS

OF ITS EMPLOYEES.

II.

WHETHER OR NOT THE COURT SERIOUSLY ERRED IN FAILING TO APPLY THE PRINCIPLE IN AGENCY PARTICULARLY ARTICLE 1897 OF THE CIVIL CODE DESPITE THE CLEAR SHOWING THAT THE EMPLOYEES OF ETERNAL GARDENS WERE NOT AUTHORIZED BY ETERNAL GARDENS TO SELL THE MEMORIAL LOTS.

III.

WHETHER OR NOT THE DOCTRINE OF APPARENT AUTHORITY APPLIES IN THE INSTANT CASE EVEN IF SPS. BONIFACIO KNEW FOR A FACT THAT IT IS MAGPANTAY WHO AUTHORIZED BALBIN AND RESOLES TO SELL THE MEMORIAL LOT.

IV.

WHETHER OR NOT THE COURT HAS SERIOUSLY ERRED IN FINDING ETERNAL GARDENS MEMORIAL PARK CORP., LIABLE TO RETURN THE AMOUNT OF TWO MILLION TWO HUNDRED THOUSAND PESOS (P2,200,000.00) TO SPOUSES [CLAUDIO] AND ROSITA BONIFACIO WHEN IN FACT THERE IS NO CREDIBLE EVIDENCE SHOWING THAT ETERNAL GARDENS MEMORIAL RECEIVED EVEN A SINGLE CENT FROM THE SALE OF THE MEMORIAL LOTS.

V.

WHETHER OR NOT THE COURT SERIOUSLY ERRED IN FAILING [TO] HOLD KATHRYN JACQUELYN [BOISER] AND MICHAEL MAGPANTAY LIABLE TO PAY ETERNAL GARDENS ATTORNEY'S FEES AND LITIGATION COST DESPITE THE FACT THAT BECAUSE OF THEIR ACTS, ETERNAL GARDENS WAS FORCED TO LITIGATE AND DEFEND ITS RIGHT.[35]

Eternal Gardens disowned the acts of its employees, Balbin and Resoles, for being ultra vires because as its employees, they were only authorized to act within the scope of their duties. It stated that Balbin's task as Assistant Operations Manager was to oversee the operations of the memorial park and did not include the selling of memorial lots as the said duties belong to Eternal Gardens' sales agents. Thus, it argued that in selling the privately-owned memorial lots, they already exceeded their authority and became personally liable for their actions. As such, the doctrine of apparent authority is inapplicable.[36]

Eternal Gardens further contended that it would be a height of injustice to return to Spouses Bonifacio the amount of P2,200,000.00 less the amount of the used burial lot, considering that it was Balbin and Resoles who received the payment upon issuing a falsified acknowledgment receipt of Eternal Gardens.[37] Lastly, Eternal Gardens insisted that Kathryn and Magpantay should be made liable to pay moral damages as their acts of falsifying the deed of assignment and affidavit of loss defrauded Eternal Gardens in issuing a certificate of ownership in favor of Magpantay. It added that they were also liable to pay exemplary damages, attorney's fees, and litigation costs on the ground that it was compelled to litigate and to incur expenses to protect its interest.[38]

In their Comment/Opposition,[39] Boiser siblings asserted that Eternal Gardens is liable to return the amount paid by Spouses Bonifacio for its failure to exercise prudence in processing the transfer of ownership of the subject property from Zenaida to Magpantay and from the latter to Spouses Bonifacio. Whether the transaction that caused the transfer was sanctioned by the corporation does not matter because, according to them, Eternal Gardens as the employer is answerable for the adverse consequence of the acts of its employees.[40]

The Court's Ruling

The petition has no merit.

Notably, the issues raised by Eternal Gardens in this case are factual. The existence of an agency, whether or not an agency was created, whether Balbin and Resoles were authorized by Eternal Gardens to act as its agent relative to the sale of the subject property, whether they acted within the bounds of their apparent authority, and whether Eternal Gardens is estopped to deny the apparent authority of its agents, are questions of fact to be resolved on the basis of the evidence on record.[41] The findings of the trial court on such issues, as affirmed by the CA, are binding and conclusive upon the Court and may not be reviewed on appeal.[42] The Court finds no cogent reason to depart from its findings.

It must be stressed that questions of fact, which would require a re-evaluation of the evidence, are inappropriate under Rule 45 of the Rules of Court as the Court is not a trier of facts.[43] There are, however, recognized exceptions[44] which allow the Court to review factual issues, but none of those is availing in this case. Indeed, the assailed Decision of the CA is supported by the evidence on record and the law.

Essentially, Eternal Gardens imputes error on the part of the CA in holding it solidarity liable with Magpantay and Kathryn to pay the monetary award and damages to Spouses Bonifacio, Katherine, and Kathreen.

Eternal Gardens reiterated in its Reply[45] that it is not liable because Balbin and Resoles acted beyond the authority given to them by becoming agents of Magpantay in selling the subject property to Spouses Bonifacio. Eternal Gardens even cited Article 1897 of the Civil Code, which provides:

Art. 1897. The agent who acts as such is not personally liable to the party with whom he contracts, unless he expressly binds himself or exceeds the limits of his authority without giving such party sufficient notice of his powers.

It should be emphasized that the principle of agency, specifically Article 1897, finds no application in this case. As correctly found by the CA, Balbin and Resoles were not authorized to sell the subject property in the name of Magpantay. A special power of attorney is required before an agent can enter into any contract on behalf of the principal where the ownership of an immovable is transmitted or acquired either gratuitously or for a valuable consideration.[46] Here, there was none. Both the RTC and the CA found that no such authority was given by Magpantay to sell the subject lots to Spouses Bonifacio.

This notwithstanding, Eternal Gardens still cannot be absolved from liability to Spouses Bonifacio. It can no longer deny the authority of its employees, Balbin and Resoles, in transacting with Spouses Bonifacio under the doctrine of apparent authority. In *Engineering Geoscience, Inc. v. Philippine Savings Bank*,[47] the Court explained:

Under this doctrine, acts and contracts of the agent, as are within the apparent scope of the authority conferred on him, although no actual authority to do such acts or to make such contracts has been conferred, bind the principal. Furthermore, the principal's liability is limited only to third persons who have been led reasonably to believe by the conduct of the principal that such actual authority exists, although none was actually given.[48]

In this case, as aptly concluded by the CA, by issuing the certificate of ownership to Spouses Bonifacio, Eternal Gardens acknowledged the authority of its employees to transact business on its behalf. It can no longer renege on its duty when it knowingly accepted the documents accomplished by its own employees.

The rule on apparent authority is based on the principle of estoppel. Through estoppel an admission or representation is rendered conclusive upon the person making it, and cannot be denied or disproved as against the person relying thereon.[49] Thus, if a corporation knowingly permits one of its officers or any other agent to act within the scope of an apparent authority, it holds him out to the public as possessing the power to do those acts;

and the corporation will, as against anyone who has in good faith dealt with it through such agent, be estopped from denying the agent's authority.[50] In this light, Spouses Bonifacio cannot be blamed for believing that Balbin and Resoles had the authority to transact for and on behalf of Eternal Gardens. Consequently, Eternal Gardens is estopped from denying Balbin and Resoles' authority.

On the matter of restitution of the amount paid by Spouses Bonifacio for the subject property, Eternal Gardens denied liability as there was no evidence that it received the amount of P2,200,000.00. It alleged that only Kathryn and Magpantay should be liable for the return of the amount.

The argument fails to convince.

It should be recalled that Eternal Gardens itself issued the certificate of ownership in the name of Spouses Bonifacio upon receipt of the amount by its employees, Balbin and Resoles, who issued an acknowledgment receipt. A receipt is a written and signed acknowledgment that money or good was delivered or received.[51] Said principle being a mere presumption, Eternal Gardens has the burden to prove otherwise. Here, as properly noted by the RTC, no evidence was shown to refute the acknowledgment receipt except for a general denial that it was not an official receipt of Eternal Gardens. In this regard, the acknowledgment receipt which was the best evidence of the amount paid by Spouses Bonifacio through its employees could, therefore, be validly relied upon. Thus, Eternal Gardens cannot claim that it did not benefit from the transaction. The Court finds favor in the CA's findings, viz.:

In the case at bench, Eternal Gardens' employees were the ones who received the said amount from spouses Bonifacio. It did not present any proof that Magpantay empowered its employees, Balbin and Resoles, to transact with spouses Bonifacio on his behalf. Neither was it proven that the amount paid by spouses Bonifacio was transmitted to Kathryn and Magpantay. Furthermore, Eternal Gardens lacked prudence, due diligence, and supervision of its employees which contributed to facilitate the fraudulent transactions.

Kathryn and Magpantay themselves presented the Affidavit of Loss to Eternal Gardens and eventually the Deed of Assignment which caused the transfer of the burial lots to Magpantay's name. Kathryn's participation is further bolstered by the receipt she signed stating that she received the original copy of Certificate of Ownership No. 24007, the title covering burial lots registered in Magpantay's name. Without these prior transactions and resulting deeds/documents, Balbin and Resoles could have not effected the subsequent transfer of the lands to spouses Bonifacio. Hence, the Court believes that Eternal Gardens, Magpantay, and Kathryn are equally liable for the return of the amount paid by Spouses Bonifacio.[52] (Emphases supplied)

On the argument that Eternal Gardens was only performing its ministerial duty claiming that it merely processed the transfer of ownership from Zenaida to Magpantay as the required documents were duly notarized giving them the presumption of regularity, Eternal Gardens should be reminded that such presumption may be rebutted by strong, complete and conclusive proof to the contrary. Although notarial acknowledgment attaches full faith and credit to the document concerned, it does not give the document its validity or binding effect. When there is evidence showing that the document is invalid, the presumption of regularity or authenticity is not applicable.[53] In this case, it has not been established that Eternal Gardens even bothered to inquire or verify the authenticity of the submitted documents – the affidavit of loss and the deed of assignment. Had it exercised caution and prudence in dealing with the transfer, it could have easily determined that the said documents were falsified. Thus, it cannot be exonerated from liability.

Even on the assumption that Balbin and Resoles acted outside the scope of their duties and responsibilities, Eternal Gardens is not left without recourse. It is not precluded from instituting the proper action against the two (2) employees for the fraud allegedly committed.

On the claim for payment of moral and exemplary damages, attorney's fees, and costs of suit, the matter has already been sufficiently discussed by the CA in this wise:

Generally, corporations are not entitled to moral damages. However, an exception would be in cases of violation of Articles 19, 20 and 21 of the Civil Code. Furthermore, the claim for damages under Article 21 must satisfy the following requisites:

Article 21 deals with acts contra bonus mores, and has the following elements:

- There is an act which is legal,
- But which is contrary to morals, good custom, public order, or public policy, and
- It is done with intent to injure.

The acts perpetrated by Kathryn and Magpantay were illegal as falsification of public documents is a crime punishable under the Revised Penal Code. For failing to satisfy the requisites to be entitled to claim under Article 21 of the Civil Code, the Court is constrained to rule that Eternal Gardens is not entitled to moral damages.

As to exemplary damages, Article 2234 clearly states that,

x x x x

In the present case, Eternal Gardens failed to prove that it is entitled to moral damages, hence, an award of exemplary damages cannot be given. Moreover, Eternal Gardens cannot be said to have been compelled to litigate since the corporation could have prevented the transfer of the burial lots as early as the presentation of the falsified Affidavit of Loss by the person other than the owner of the registered burial lots if it had been more prudent in its transactions. Finally, since exemplary damages are not awarded, the Court will no longer dwell on the propriety of awarding attorney's fees and litigation costs.[54] (Emphasis supplied)

Lastly, on the basis of the totality of the acts of Eternal Gardens, Magpantay, and Kathryn for the fraud committed against the latter's siblings which ultimately caused their suffering, the award of P50,000.00 as moral damages and P50,000.00 as exemplary damages to Katherine and Kathreen are warranted. Similarly, the award of moral damages amounting to P100,000.00 to Spouses Bonifacio, for the suffering sustained by them when they used their hard-earned savings to purchase the subject property, is also justified under the circumstances.

The CA, therefore, committed no error when it held Eternal Gardens solidarily liable with Magpantay and Kathryn to pay the monetary award and damages to Spouses Bonifacio, Katherine, and Kathreen.

WHEREFORE, the petition is DENIED for lack of merit. The Decision dated August 25, 2017 and the Resolution dated December 12, 2017 of the Court of Appeals in CA-G.R. CV No. 102247 are AFFIRMED.

SO ORDERED.

Perlas-Bernabe, S.A.J., (Chairperson) and Hernando, J., concur.

Inting, J., on official leave.

Baltazar-Padilla, J., on leave.

[1] Rollo, p. 38.

[2] Id.

[3] Not attached to the rollo.

- [4] Rollo, p. 38.
- [5] Id. at 84-87.
- [6] Id. at 38.
- [7] Id. at 38-39.
- [8] Id. at 39.
- [9] Id. at 95-99.
- [10] Id. at 72-73.
- [11] Id. at 78.
- [12] Id. at 39-40, 96.
- [13] Id. at 40-41.
- [14] Id. at 88-94.
- [15] Id. at 83.
- [16] Id. at 82.
- [17] Id. at 79.
- [18] Id. at 81.
- [19] Id. at 41.
- [20] Not attached to the rollo.
- [21] Rollo, p. 42.
- [22] Id. at 43.
- [23] Not attached to the rollo.
- [24] Rollo, p. 43.
- [25] Id.
- [26] Id. at 44.
- [27] Id. at 101-132.
- [28] Id. at 125-128.
- [29] Id. at 131-132.
- [30] Id. at 37-56.
- [31] Id. at 54-55. (Emphasis in the original)
- [32] Id. at 57-65.
- [33] Id. at 68-71.
- [34] Id. at 3-30.

[35] Id. at 12-13.

[36] Id. at 14-24.

[37] Id. at 24-25.

[38] Id. at 25-27.

[39] Id. at 225-230.

[40] Id. at 227.

[41] See *Lintonjua, Jr. v. Eternit Corporation*, 523 Phil. 588 (2006).

[42] See *Republic v. Regional Trial Court, Branch 18, Roxas City, Capiz*, 607 Phil. 547 (2009).

[43] See *Carbonell v. Carbonell-Mendes*, 762 Phil. 529 (2015).

[44] (1) When the conclusion is a finding grounded entirely on speculation, surmises or 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) The findings of the Court of Appeals 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 petitioner's main and reply briefs are not disputed by the respondents; and (10) The finding of fact of the Court of Appeals is premised on the supposed absence of evidence and is contradicted by the evidence on record. [*Spouses Miano v. Manila Electric Company*, 800 Phil. 118, 123 (2016); citing *Medina v. Mayor Asistio, Jr.*, 269 Phil. 225, 232 (1990)].

[45] Rollo, pp. 244-248.

[46] Article 1878, paragraph 5 of the Civil Code.

[47] G.R. No. 187262, January 10, 2019.

[48] Id., citing *Banate v. Philippine Countryside Rural Bank (Liloan, Cebu), Inc.*, 639 Phil. 35 (2010).

[49] Article 1431 of the Civil Code.

[50] *Engineering Geoscience, Inc. v. Philippine Savings Bank*, supra note 47.

[51] *Ogawa v. Menigishi*, 690 Phil. 359, 365 (2012).

[52] Rollo, pp. 50-51.

[53] *University of Mindanao, Inc. v. Bangko Sentral ng Pilipinas*, 776 Phil. 401, 452 (2016).

[54] Rollo, pp. 52-53.

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