

**SPOUSES NARCISO RONGAVILLA AND DOLORES RONGAVILLA,
PETITIONERS, VS. COURT OF APPEALS AND MERCEDES DELA CRUZ
AND FLORENCIA DELA CRUZ, RESPONDENTS.**

G.R. No. 83974. August 17, 1998

Ponente: QUISUMBING, J.

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QUISUMBING, J.:

For review on appeal by certiorari are the Decision[1] of the Court of Appeals in CA-G.R. CV No. 06543, promulgated on March 11, 1988, and the Resolution[2] dated June 28, 1988, denying petitioner's motion for reconsideration.

The appealed decision affirmed in toto the judgment of the Regional Trial Court of Pasay City in Civil Case No. LP-8790-P, which disposed of the controversy as follows:

"WHEREFORE, judgment is hereby rendered declaring void and inexistent the Deed of Absolute Sale (Exh. "I") dated June 3, 1976 allegedly executed by plaintiff

fs in favor of defendant spouses, which document is now particularly identified as Doc, No. 164; Page no. 34; Book No. I; Series of 1976 in the Notarial Register of Arcadio Espiritu, a Notary Public for and in Province of Cavite. Further, defendant spouses are hereby ordered -

a. To reconvey to the plaintiffs, free from all liens and encumbrances, the property covered by Transfer Certificate of Title No. S-28903 of the Registry of Deeds for the Province of Rizal;

b. . To pay to plaintiffs the sum of P5,000.00 as attorney's fees; and

c. To pay the cost of the suit."[3]

As gleaned from the record, the private parties are closely related. Plaintiffs below, now the private respondents, are the aunts of herein petitioner Dolores Rongavilla. Both spinsters, they earn their livelihood as embroiderers ("magbuburda") and dressmakers; although unschooled in English, they are however able to read and write in Tagalog. Since they are of advanced age (Mercedes de la Cruz, 60 and Florencia de la Cruz, 71), their day to day activities were confined mostly close to home.

The property subject of this controversy between kith and kin is a parcel of land, located in Manuyo, Las Piñas, Rizal (now Metro Manila) owned by private respondents, in the proportion of one-half (1/2) pro-indiviso, with another niece named Juanita Jimenez as co-owner of the other one-half. The whole parcel consisted of 131 square meters and was covered by Original Certificate of Title (OCT) No. 5415 of the Register of Deeds of the Province of Rizal. This OCT, as well as the Transfer Certificate of Title (TCT) No. S-28903 after the parcel was subdivided, was kept in the possession of Juanita Jimenez, who is the elder sister of Dolores Rongavilla.

Although the basic fact situation here might appear all too familiar, the legal controversy itself is notable for having passed through the entire channel of the justice system.[4] The present petition before us was given due

course per Resolution[5] dated June 26, 1989; but it was denied on September 20, 1989, for non-compliance with certain requirements;[6] although, upon motion for reconsideration by the petitioners showing compliance, it was reinstated[7] on September 2, 1991.

Considering the circumstances in this case, including the relationship of the parties, it behooves this Court now to examine closely and carefully the questioned judgment and the record below. For the Court could not but be mindful of the codal admonition that:

"In all contractual, property or other relations, when one of the parties is at a disadvantage on account of his moral dependence, ignorance, indigence, mental weakness, tender age, or other handicap, the courts must vigilant for his protection." (Art. 24, Civil Code)

From the facts found below, it appears that in the month of May, 1976, the private respondents borrowed the amount of two thousand (P2,000) from the petitioners for the purpose of having their (respondents') dilapidated rooftop repaired.

A month later, petitioner Dolores Rongavilla and her sister Juanita Jimenez visited their aunt's home, bringing with them a document for the signature of their aunts. The document is admittedly typewritten in English. When asked in Tagalog by one of the aunts, respondent Mercedes de la Cruz, what the paper was all about, Dolores Rongavilla answered also in Tagalog, that it was just a document to show that the private respondents had a debt amounting to P2,000. On account of that representation, private respondent signed the document.

In September 1980, or after a lapse of over four years, petitioner Dolores Rongavilla went to private respondents' place and asked them to vacate the parcel in question, claiming that she and her husband were already the new owners of the land.

Surprised by petitioners' moves, private respondents with the help of friends went to the Office of the Register of Deeds of the Province of Rizal to verify the matter. They discovered that their Certificate of Title had been cancelled and a new one, Transfer Certificate of Title No. S-28903, had been issued in favor of petitioners. They further discovered that said parcel of land had been mortgaged with the Cavite Development Bank by the petitioners. It was only then that the private respondents realized that the document they had previously been asked by their nieces to sign was a deed of sale.

On February 3, 1981, private respondents filed with the Court of First Instance, now Regional Trial Court, of Pasay City the sworn complaint[8] to have the purported deed of sale declared void and inexistent, for being fictitious and simulated, and secured by means of fraud and misrepresentation. They alleged that they did not sell their property in question to the defendants; that they did not receive any consideration on the supposed sale; that their Original Certificate of Title was cancelled and TCT No. S-28903 was issued in favor of defendants (herein petitioners), who thereafter mortgaged said title for a total of P40,000.00 to the damage and prejudice of the plaintiffs. They also claimed moral and exemplary damages, as the court might determine.

Petitioners duly filed their answer[9] after the denial of their motion to dismiss, alleging that plaintiffs (now the private respondents) sold their parcel of land voluntarily, that there was consent to the deed of sale, that there was sufficient consideration therefor and that the document on the sale was complete in itself and in due form, enabling the Register of deeds to cancel their old TCT and issue a new one. Petitioners further stated that private respondent were fully appraised by the Notary Public, Atty. Arcadio G. Espiritu, on what the document was all about, and having understood the explanation made by said Notary Public, they voluntarily affixed their signatures on said document. Petitioners also asserted as affirmative and/or special defenses that prescription had set in and that private respondents no longer had a cause of action, and that the deed of sale contained all the pre-requisites of a contract, namely consent of the parties, consideration or a price certain, and determinate thing

or object; and could no longer be annulled. They also claimed moral and exemplary damages.

The trial court's judgment, quoted at the outset, being adverse to the petitioners, they seasonably appealed. And after their rebuff at the appellate level, they come now to this Court on certiorari under Rule 45 of the Rules of Court, citing the following grounds for their petition:

"(1) It is clear and patent error of the Court of Appeals to declare as 'void and inexistent the Deed of Absolute Sale (Exhibit 1) dated June 3, 1976.

(2) The Court of Appeals committed grave error of law in holding that the action to declare nullity of the Deed of Absolute Sale (Exhibit 1) does not prescribe.

(3) The Court of Appeals committed grave abuse of discretion in relying on a purported Certificate of Bureau of Internal Revenue which was not offered in evidence.

(4) The Court of Appeals committed grave error of law and abuse of discretion and grave abuse of discretion amounting to lack or excess of jurisdiction in ordering the petitioners to reconvey the subject parcel of land to the private respondents." [10]

With a slight variation but consistent with the grounds they have relied on petitioners raise in their Memorandum [11] the following:

"ISSUES

1. Did the Court of Appeals commit a clear and patent error in declaring as 'void and inexistent' the Deed of Absolute Sale (Exhibit 1) dated June 3, 1976?

2. Did the Court of Appeals commit grave error in holding that the action to annul the Deed of Sale (Exhibit 1) does not prescribe?

3. Did the Court of Appeals commit grave abuse of discretion in relying on a purported Certificate of the Bureau of Internal Revenue which was not offered in evidence?

4. Did the Court of Appeals commit grave error of law and grave abuse of discretion amounting to lack of jurisdiction or in excess of jurisdiction in ordering petitioners to reconvey the subject parcel of land to the private respondents?"

These issues may be synthesized into one: Did the respondent Court of Appeals commit reversible error when it upheld the trial court's judgment that the disputed Deed of Sale (Exhibit "1") is void and inexistent?

To resolve this pivotal issue, it must be noted that private respondents, as plaintiffs below, based their complaint to declare the disputed deed void and inexistent on two fundamental grounds: (1) lack of consent and (2) want of consideration. Under oath, they strongly denied selling or even just agreeing to sell, their parcel of land to their niece and nephew-in-law. During the hearing, they also denied going to and appearing before the Notary Public who prepared the deed of sale. They also vehemently denied receiving any consideration for the alleged sale. They added that their signatures on the purported deed of sale were obtained by fraud and misrepresentation as petitioners had misled them to believe the document was just a paper to evidence a debt of P2,000 they obtained to buy G.I sheets for the repair of their leaking roof. [12] Private respondents were shocked and got sick when they were told by petitioners that they (respondents) were no longer the owners of the land. [13]

On these two points of consent and consideration, the trial court found that:

"x x x. A careful analysis and meticulous evaluation of the evidence on record has convinced the Court that the sale of their property to the defendants was farthest from the plaintiffs' minds. The Court believes that when

plaintiffs voluntarily signed the document which turned out to be a deed of sale, they were misled by defendant Dolores Rongavilla and her sister Juanita Jimenez into believing that what they signed was a document acknowledging the loan of P2,000.00 extended them by said defendant.

"The Deed of Absolute Sale (Exh. 'I') mentions a consideration of P2,000.00. Three years after the alleged sale, the same property was mortgaged by defendant spouses with the Cavite Development Bank for P40,000.00. Clearly enough, the gross inadequacy and unconscionableness [sic] of the consideration deters the Court from subscribing to defendants' theory that plaintiffs sold the property to them. It is more reasonable to assume that the amount of P2,000.00 mentioned in the deed refers to the loan defendants extended to plaintiffs for the same amount.

"Plaintiffs are now of advanced age. Their only property is the lot in question and the house erected thereon. x x x.

"As there is no indication that plaintiffs were in dire need of money, except for few [sic] amount, except for few [sic] amount necessary for the repair of the roof of their house for which they obtained a loan of P2,000.00 from defendants, there was no reason for plaintiffs to dispose of their property. To do so would be inconsistent with the regular norm of human conduct and the natural course of events. It is not in accord with the natural promptings and instincts of human nature." [14]

To these findings by the trial court, the Court of Appeals in its own decision asserted. In addition, it laid stress on the point of lack of consideration by quoting agreeably the trial judge's holding thereon:

"By more than mere preponderance of evidence of evidence plaintiffs [herein private respondents] have established the merit of their cause of action. The Court is of the opinion and so holds that there was fraud exercised by defendant Dolores Rongavilla and her sister Juanita Jimenez in securing the signature of the Deed of Absolute Sale (Exh. 'I') and there was no consideration whatsoever for the alleged sale. Undoubtedly, the said deed of sale is simulated, fictitious and void." [15]

And before concluding, the appellate court reiterated the proper characterization of the deed of sale in question, not as an annulable contract, but as a void and inexistent contract as found by the trial court:

"x x x. In the case at bar, however, We are dealing not merely with a voidable contract which is tainted with fraud, mistake, undue influence, violence or intimidation which may justify the annulment of a contract, but with a contract that is null and void ab initio.

"In the present case, plaintiffs-appellees declared under oath in their complaint that they signed the alleged document without knowing that said document was a deed of absolute sale. This means that plaintiffs-appellees' consent was not only vitiated, but that plaintiffs-appellees have not given their consent at all. And since there was no consent, the deed of absolute sale is, therefore, null and void ab initio. xxx" [16]

Dissatisfied, petitioners now seek from this Court the reversal of the judgment below. They insist in their petition before us that the deed is valid; and that because of the statute of limitations, after the lapse of four years from its execution and registration, it could no longer be annulled.

They assert that "the presumption that contracts are presumed to be valid and to be supported by lawful and good consideration of one dollar is just as effectual and valuable as a larger sum stipulated or paid". [17]

They further assert that since private respondents signed the Deed of Sale, as a public instrument, the truth of the recitals therein embodied could only be impugned and disproved, not by mere preponderance of evidence, but by evidence of the "the clearest and most satisfactory character, convincing and overwhelming." [18] Petitioners further state that since they have been the ones paying real estate taxes on the property, rather than their aunts, the latter by their acts had confirmed the deed executed by them. [19]

Despite the petitioners' insistence that the deed of sale is presumed valid and, being registered, could not be disturbed anymore, we however find their arguments and ratiocination less than persuasive. While petitioners would not want the deed of sale to be impugned, they themselves contradict the recitals therein. On the vital point of consideration, they and their witnesses, namely Juanita Jimenez and Atty. Arcadio Espiritu repeatedly declared that the true consideration paid for the sale of the land was not P2,000 as stated in their own Exhibit "I", the Deed of Sale, but in fact P7,800.00.[20]

Petitioner Dolores Rongavilla herself on cross-examination testified as follows:

"Atty. Rodriguez:

Q. You stated that you were present when this was explained by the notary public, how did the notary public explain this deed of sale in English or Tagalog?

A. It was explained by the notary public that the property is being sold by them to us and that the consideration was only P2,000.00 as appearing in the document in order that we may be able to save for the payment of taxes and documentary stamps.

Q. Did the plaintiffs not say anything when the notary public according to you explained that instead of P7,800.00, P2,000.00 will be stated in the document?

A. They did not say anything because we gave to them the amount of the consideration agreed between us the sum of P7,800.00. (t.s.n., Sept. 2, 1982, pp. 9-10)"[21]

By their own testimony, the petitioners are pictured as not exactly averse to bending the truth, particularly the purported consideration. Sadly, the irony of it is that while they claimed they were regularly paying taxes on the land in question they had no second thoughts stating at the trial and later on appeal that they had resorted to doctoring the price stated in the disputed Deed of Sale, allegedly "to save on taxes". That admission surely opens the door to questions on the integrity, genuineness and veracity of said public instrument.

Thus, the trial court could not be said to err in asserting that "while it is true that public documents are presumed genuine and regular under the provisions of the Rules of Court, this presumption is a rebuttable presumption which may be overcome by clear, strong and convincing evidence." [22]

Moreover, Exhibit "I", the deed itself, shows that contrary to the testimony of the notary public, who appeared as a witness for petitioners, what was originally typed therein was the amount of "Three Thousand Pesos (P3,000)", which later on was substituted by the handwritten amount now of Two Thousand Pesos (P2,000)."[23] There is no need to speculate on the motivation for this alteration. The notary public might have just wanted to further save on taxes, rather than short-change the coffers of the government. But, again, the whole fabric of petitioners' claim to the sanctity of the deed as public instrument had thereby been shredded.

If as petitioners claimed on trial, the price paid was P7,800 while their deed showed only P2,000, after the amount of P3,000 in the deed was altered, one may well inquire: which figure could this Court believe? Could one say that the trial and the appellate courts both erred in holding that no consideration passed from the buyer to the seller?

But petitioners herein would further take to task the appellate court for grave abuse of discretion, as well as for a reversible error, in having relied on the "purported Certification of the Bureau of Internal Revenue which was not offered in evidence". Since this is a petition under Rule 45, however, we will not dwell on the alleged grave abuse of discretion but limit our observation to the alleged error of law. The BIR certificate was the subject of the testimony of witnesses at the hearing where both parties took full advantage of the opportunity for direct and cross-examination as well as rebuttal and sur-rebuttal.[24] On the witness stand, private respondents as plaintiffs

below denied that they had any tax account number nor even residence certificates. They were supported by their witnesses, testifying also under oath. They contradicted the claim of the petitioners' lawyer-notary public, that the disputed deed of sale was complete and in due form and was signed in his presence by the private respondents. They further denied even having gone to the office of the lawyer-notary public in Bacoar, Cavite, on June 3, 1976, the date of execution shown in the deed, or on any other date. While indeed the BIR certificate was not formally offered in evidence, hence no longer available on review, the record would show that said BIR certificate was presented during the testimony on rebuttal of respondent Mercedes de la Cruz:[25]

"ATTY. RODRIGUEZ:

According to the defendants, there was the alleged deed of sale executed by you and your sister in favor of the defendants before Notary Public Arcadio G. Espiritu. It appears you have presented Tax Account No. (TAN) 2345-463-6 and your sister Florencia de la Cruz also presented Tax Account No. (TAN) 2345-468-4. Now, do you have any tax account number?

WITNESS:

None, sir.[26]

x x x

ATTY. RODRIGUEZ:

I am showing to you this certification from the "Kawanihan ng Rentas, Quezon City , dated June 16, 1982, addressed to Miss Florencia de la Cruz and Miss Mercedes de la Cruz, Las Piñas, Metro-Manila, issued by the accounting chief, stating that in reply to you[r] request dated June 14, 1982, requesting certification of your TAN, the records of their office do not show that you were issued any tax account number, what relation has this document which for purposes of identification, we respectfully request that the same be marked Exhibit "C" to the certification issued by the BIR?

WITNESS:

"Yes, this is the one."[27]

Now even if the matter of the official certification by the BIR is set aside, the whole question of the TAN being fake or belonging to somebody else, would boil down to one of credibility between the two camps. Unfortunately for the petitioners herein, the trial court found them and their witnesses far from credible. As remarked by the trial Judge, "the declarations of defendants [herein petitioners] do not inspire rational belief." [28] It would thus appear that the trial court and the appellate court committed no grave error of law, that would impel us on this point to override their judgment.

Neither can we give assent to the assertion of petitioners that the appealed Court of Appeals (CA) decision here as well as the judgment below is "contrary to settled jurisprudence". This Court in *Rivero v. Court of Appeals*, 80 SCRA 411 (1977) had occasion already to affirm a trial court's judgment declaring null and void the questioned deed of sale where it found:

"The undisputed facts of record support the finding of the trial court that the consent of Ana Concepcion to the deed of sale was obtained through fraudulent misrepresentation of [her nephew] Jaime Rivero that the contract she was signing was one of mortgage."

"The land in question is located in the municipality of Polo, Bulacan, very near Manila. It has an area of 2 hectares, 32 ares and 45 centares. The consideration for the sale of said land is only P5,000.00 which is not only grossly inadequate but shocking to the conscience x x x"[29]

In *Ocejo, Perez & Co. vs. Flores*, 40 Phil. 921 (1920), regarding the sale of land in Tayabas, Quezon, the Court confronted a similar question:

"The first question presented is whether the contract of sale executed by Isabel Flores in favor of Joaquin Bas is valid or not.

"By relying upon the documents executed in his favor by Isabel Flores evidencing the contract of sale, Joaquin Bas insists that there has been a perfect and valid contract of sale of real estate between them and that he paid to her the consideration of P20,000 mentioned in said documents. x x x.

"Isabel Flores, on the other hand, maintained that there was neither a real sale nor did she receive a centavo from the defendant, as the price of said sale, x x x." [30]

Concluded the Court, after reviewing the series of transactions on record:

"It is then evident that the contract of sale mentioned in the notarial document of May 7, 1915, lacks cause or consideration and is therefore null and void and without any effect whatsoever according to Article 1275 of the Civil Code, for it has been satisfactorily and conclusively proven that the purchaser Joaquin Bas has not paid Isabel Flores for the price of the lands that the latter has sold to him, and after being contented with having for a long time given several promises showing that he had no intention to comply with his contract, he concluded by executing four promissory notes payable to the vendor, which recite the aforementioned purchase price and which were not also paid, there appearing in the record facts from which it can be inferred that fraud has been committed." [31]

This Court in *Mapalo v. Mapalo*, 17 SCRA 114 (1966) stated:

"The rule under the Civil Code, again be it the old or the new, is that contracts without a cause or consideration produce no effect whatsoever." [32]

The "problem" before the Court "is whether a deed which states a consideration that in fact did not exist, is a contract, without consideration, and therefore void ab initio, or a contract with a false consideration, and therefore, at least under the Old Civil Code, voidable." This problem arose, as observed by the Court, because the questioned "deed of sale" between the brothers Magpalo, in 1936, stated that it had for its consideration Five Hundred (P500.00) Pesos. In fact, however, said "consideration was totally absent." [33]

Thus, the Court concluded:

"In our view, therefore, the ruling of this Court in *Ocejo, Perez & Co. vs. Flores*, 40 Phil. 921 is squarely applicable herein. In that case we ruled that a contract of purchase and sale is null and void and produces no effect whatsoever where the same is without cause or consideration in that the purchase price which appears thereon as paid has in fact never been paid by the purchaser to vendor." [34]

Turning now to the issue of prescription, it follows that once the disputed deed is found to be inexistent and void, the statute of limitations cannot apply. As the courts below ruled, the cause of action for its declaration as such is imprescriptible. [35] Petitioners-spouses contend, however, that this is contrary to settled jurisprudence because the applicable precedent should be *Pangadil v. CFI of Cotabato*, 116 SCRA 347 (1982). But the fact situation of that case differs radically from the present controversy. There the Court upheld the dismissal of the action to declare a document known as "Ratificacion de Una Venta" as inexistent and void after finding that it was "not a contract wherein the parties do not intend to be bound at all;" that no circumstance was alleged to sustain the contention "that the execution of the aforesaid document is contrary to public policy;" [36] and that for 27 years the petitioners did not even care to verify the status of the land in question. "Their inaction for such a considerable period of time reflects on the credibility of their pretense that they merely intended to confirm an oral mortgage,

instead of sale of the land in question." [37]

Here in the present case, there is no doubt about the credibility of plaintiffs below (herein private respondents) in pursuing their cause promptly and forcefully. They never intended to sell, nor acceded to be bound by the sale of their land. Public policy is also well served in defending the rights of the aged to legal protection, including their right to property that is their home, as against fraud, misrepresentation, chicanery and abuse of trust and confidence by those who owed them candor and respect.

More to the point, in our view, is *Baranda v. Baranda*, 150 SCRA 59 (1987), where this Court found that:

"This Civil Code provides in Article 1391 that an action to annul a contract on the ground of vitiated consent must be filed within four years from the discovery of the vice of consent. In the instant case, however, we are dealing not with a voidable contract tainted with fraud, mistake, undue influence, violence or intimidation that can justify its nullification, but with a contract that is null and void ab initio

"Paulina Baranda declared under oath in her complaint that she signed the deeds of sale without knowing what they were, which means that her consent was not merely marred by the above-stated vices, so as to make the contracts voidable, but that she had not given her consent at all. We are also satisfied that there was no valid consideration either for the alleged transfers, for reasons already discussed. Lack of consent and consideration made the deeds of sale void altogether [38] and rendered them subject to attack at any time, conformably to the rule in Article 1410 that an action to declare the inexistence of void contracts 'does not prescribe'." [39]

And if the passage of time could not cure the fatal flaw in the inexistent and void contract, neither could an alleged ratification or confirmation thereof. Further, as in the case before us, reconveyance is proper. "The defect of inexistence of a contract is permanent and incurable, hence it cannot be cured either by ratification or by prescription. x x x There is no need of an action to set aside a void or inexistent contract; in fact such action cannot logically exist. However, an action to declare the non-existence of the contract can be maintained; and in the same action, the plaintiff may recover what he has given by virtue of the contract." [40]

Given the circumstances of the case and there being no reversible error in the challenged decision, we are in accord with the judgment below and find the petitioners' appeal without merit. For as well said in the Court of Appeals' Decision and Resolution under review, "We cannot contemplate of the rather absurd situation, which defendants-appellants would ineluctably lead [u]s to, where plaintiffs-appellees would sell their only house, in which they have lived for so many years, in order to secure the measly sum of P2,000.00 to repair the roof of their only house, which would all be lost to them anyway upon the consummation of the sale. They would then become homeless, and the repaired roof would be of no use to them." [41] Experience which is the life of the law -- as well as logic and common sense - militates against the petitioners' cause.

WHEREFORE, the instant petition is hereby DENIED. The Decision and the Resolution of the Court of Appeals in CA-G.R. CV No. 06543 are hereby AFFIRMED.

Cost against petitioners.

SO ORDERED.

Davide, Jr. (Chairman), Bellosillo, Vitug and Panganiban, JJ., concur.

[1] Rollo, pp. 31-38.

[2] Rollo, pp. 40-41.

[3] Rollo, p. 94.

[4] Initially the dispute took form of an ejectment suit brought before the Municipal Court of Las Piñas by the Rongavillas against their aunts, the De la Cruzes. In turn, to defend themselves against ejectment, the latter filed their complaint before the Pasay City Regional Trial Court, where the question of ownership could be properly lodged and tried, after the barangay captain's office failed to conciliate the parties. From the RTC, the case was elevated to the CA, thence to this Court.

[5] Rollo, p. 126.

[6] Rollo, p. 188.

[7] Rollo, p. 198.

[8] Record, CFI-RTC, p. 1.

[9] Record, Id., p. 31.

[10] Rollo, p. 11.

[11] Rollo, p. 139.

[12] TSN (Oct 14, 1981), pp. 8, 12, 24, 28, 48.

[13] Id., pp. 16 and 62.

[14] Rollo, p. 92-93.

[15] Rollo, p. 37. Underlining supplied.

[16] Rollo, p. 38

[17] Rollo, p. 26 (citing *Lawrence vs. McCalmont*, 2 How 126, 211, p. ed. 326; *Pelacio v. Adiolola*, C.A. G.R. No. 7572, Sept. 10, 1952; 5 *Velayo's Digest*, p. 36).

[18] Rollo, p. 11.

[19] Rollo, p. 21.

[20] Rollo, p. 25.

[21] Rollo, p. 25; TSN, Sept. 2, 1982, pp. 9-10.

[22] Rollo, p. 33.

[23] Records (CFI-RTC), p. 9 and also p. 89.

[24] TSN (Nov. 8, 1982), pp. 4-8; (July 12, 1983), pp. 8-9.

[25] TSN (Nov. 8, 1982), p. 2.

[26] TSN (Id), p. 3.

[27] TSN (Id), p. 6. Underscoring supplied.

[28] Rollo, pp. 35, 93.

[29] 80 SCRA 411, at 419. Underscoring supplied.

[30] 40 Phil, 921, at pp. 929-930.

[31] 40 Phil. 921, at pp. 941-942. Underscoring supplied.

[32] Id. At 120. Underscoring supplied.

[33] Id., At 120. Underscoring supplied.

[34] 17 SCRA 114, at 122. Underscoring supplied.

[35] RA 386, Art. 1410; New Civil Code.

[36] 116 SCRA 347, at 351 and 354.

[37] 116 SCRA 347, at 353.

[38] Citing Salonga v. Ferrales, 105 SCRA 359.

[39] 150 SCRA 59, at 73.

[40] Tolentino, IV Civil Code of the Philippines (1956), p. 577.

[41] Rollo, pp. 40-41.

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