

LYDIA ARRIOLA, PETITIONER, VS. BANK OF THE PHILIPPINE ISLANDS, THE PROVINCIAL SHERIFF OF ILOILO AND THE HONORABLE COURT OF APPEALS, RESPONDENTS.

G.R. No. 94385. July 18, 1991

Ponente: DAVIDE, JR., J.

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DAVIDE, JR., J.:

Alleging that the respondent Court of Appeals:

- (1) Decided the case in a way contrary to law and jurisprudence and in violation of petitioner's right to due process in that it reversed the decision of the trial court and declared that private respondent Bank of the Philippine Islands (hereinafter referred to as BPI) may foreclose on her mortgage for P210,000.00 when at the very most the amount secured thereby is only P110,000.00, without stating compelling reasons and without citations of evidence and the record;
- (2) Committed grave abuse of discretion amounting to lack of jurisdiction when it authorized the private respondents to foreclose on petitioner's mortgage when her true obligation to private respondent has not been determined because private respondent failed to deduct from her obligation (a) the time deposit of P150,000.00 and (b) the accrued interest thereon for one year amounting to P37,500.00, all belonging to her; and
- (3) Committed grave abuse of discretion amounting to lack of jurisdiction when it reversed the decision of the trial court directing defaulted defendant Salvador Alcantara to reimburse her the P60,000.00 said defendant received from BPI under her name and responsibility, despite the fact that this portion of the trial court has never been discussed nor considered in the body of the decision.

petitioner urges Us in this petition, filed on 28 August 1990, to review and set aside the decision^[1] of the Court of Appeals in C.A.-G.R. CV No. 13079,^[2] promulgated on 28 February 1990, and its resolution of 22 June 1990 denying the motion for the reconsideration of the decision.

The antecedents of this case as unfurled by the pleadings of the parties are as follows:

Petitioner and one Salvador Alcantara obtained several loans from BPI. Per the testimony of petitioner's own accountant, Jose Velez, these loans summed up to P530,000.00, of which P270,000.00 had been paid on settled, leaving a balance of P260,000.00. Thereafter, P50,000.00 was paid from the time deposit of petitioner with BPI, thereby leaving an outstanding balance of P210,000.00. Velez further admitted that the P150,000.00 time deposit of petitioner had already been applied to reduce the account to its aforesaid outstanding balance.^[3]

This outstanding balance consists of (a) the loan of P60,000.00, which matured on 29 December 1977, and secured by a real estate mortgage (Exh. "E"), and (b) the Promissory Note for P150,000.00, dated 16 December 1975, which matured on December 17, 1976.

According to petitioners, from the loan of P150,000.00 the amount of P100,000.00 was used to settle a then outstanding account P100,000.00 which was secured by a real estate mortgage of P100,000.00 dated 4 April 1975

(Exh. "A"). In connection with the promissory note for P150,000.00, petitioner executed a real estate mortgage for P50,000.00 (Exh. "C").[4]

According to BPI, however, the P100,000.00 account is the total of three loans, namely: P30,000.00 of 19 May 1975, P40,000.00 of 7 June 1975, and P30,000.00 of 2 July 1975. On or about 15 December 1975 petitioner applied for an additional loan of P50,000.00. Since by then she and Alcantara still owed BPI the aforesaid amount of P100,000.00 under the three loan accounts, and if the application would be granted there would be four separate loans, it was decided that her application would be approved but that her four loan accounts (the previous three loans and the new one) would be consolidated into one single account of P150,000.00 to be covered by one single promissory note (Exh. "B", Exh. "16"), out of the proceeds of which P50,000.00 was released to her and P100,000.00 was utilized to settle the three loans totalling P100,000.00. Inasmuch as petitioner had already executed a real estate mortgage for P100,000.00 (Exh. "A"), no new mortgage for P150,000.00 to secure the Promissory Note was executed; instead, BPI required petitioner to execute a second real estate mortgage for P50,000.00. However, it was duly noted in the Promissory Note (for P50,000.00) that said amount was secured by the first mortgage of P100,000.00, and the second mortgage for P50,000.00. This note is the addendum to the Promissory Note (Exh. "16-A").[5]

This addendum, found below the signatures of the parties, reads in full as follows:

"This obligation is covered by REM for P100,000.00 dated April 4, 1975 under Doc. No. 119; Page No. 94; Book No. XXV; Series of 1975; Benjamin H. Tirol, Notary Public and REM for P50,000.00 dated December 15/75 under Doc. No. 528; Page No. 76; Book No. XXVI; Series of 1975; Benjamin H. Tirol, Notary Public; and Deed of Assignment of Fixed Deposit for P100,000.00 dated 4/4/75 under Doc. No. 120; Page No. 94; Book No. XXV; Series of 1975; Benjamin H. Tirol, Notary Public."

Petitioner claims, however, that she signed the promissory note in blank and the addendum was not there when she signed the note.[6]

The real estate mortgage for P100,000.00 was not released or canceled.[7] Petitioner has not denied this fact.

The above three real estate mortgages (Exhs. "A", "C" and "E") were constituted on the same three parcels of land belonging to petitioner and located in Mandurriao, Iloilo City; they uniformly contain the following statement in the prefatory paragraph:

"x x x for and in consideration of certain loans, overdrafts and other credit accommodations obtained from the Mortgagee, and to secure the payment of the same and those that may hereafter be obtained, the principal of all of which is hereby fixed at _____ Pesos, Philippine Currency, as well as those that the Mortgagee may extend to the Mortgagor/Debtor, including interest and expenses and any other obligation owing to the Mortgagee, whether direct or indirect, principal or secondary, as appears in the accounts, books and records of the Mortgagee . . . x x x."

Paragraph 5 therein also provides to the effect that the mortgage covers all loans, overdrafts and other credit facilities granted:

"x x x or which may hereafter be granted which are further evidenced by other documents or promissory notes now or which may hereafter be executed and the terms and conditions thereof shall be considered as an integral part of this mortgage agreement."[8]

Upon failure of petitioner and Alcantara to pay the aforesaid outstanding loan, BPI applied for the extrajudicial foreclosure of the real estate mortgages pursuant to Act. No. 3135. The Provincial Sheriff of Iloilo scheduled the foreclosure sale on 22 February 1983 (Exhs. "2", "3", "6" and "6-A"); but it was postponed to 24 March 1983 at the instance of petitioner (Exh. "4"), then to 25 April 1983, also at the instance of petitioner (Exh. "5"). In the

meantime, however, petitioner filed with the Regional Trial Court of Iloilo an action for Injunction, docketed therein as Civil Case No. 14973 and assigned to Branch XXXIII thereof, against BPI, the Provincial Sheriff and Alcantara. The trial court issued a restraining order, hence the foreclosure sale scheduled on 25 April 1983 did not push through.[9]

In the action, petitioner maintains that only the real estate mortgage for P60,000.00 and for P50,000.00 (Exhs. "C" and "E") may validly be foreclosed, but not that for P100,000.00 (Exh. "A") because the obligation secured by it had been paid out of the loan of P150,000.00. Elsewise stated, petitioner maintains that the loan of P150,000.00 was secured only to the extent of P50,000.00 as evidenced by the real estate mortgage for P50,000.00 (Exh."C"). Upon the other hand, BPI asserts that the real estate mortgage for P100,000.00 remain valid and subsisting as it is referred to in the addendum of the Promissory Note; by its terms, it covers all subsequent loans; and it has not been released or canceled.

The trial court sustained the theory of petitioner, thus:

(a) "To resolve this issue, this court has to decide whether Exhibit "16" and "16-A", the promissory (sic) note and the addendum which are merely private documents constitute a legal mortgage. By express provision of Section 112, P.D. 1529, a mortgage affecting land whether registered or not registered at all is not deemed to be sufficient in law nor it may (sic) effective to encumber or bind the land unless made substantially in the form prescribed. It is required, among other things, that the document be signed by the mortgagor executing the same, in the presence of two witnesses, and acknowledged as his free acts and deed before a notary public. A mortgage constituted by means of a private document does not comply with such legal requirements. Furthermore, Art. 1358 of the Civil Code provides:

"The following must appear in a public document:

(1) Acts and contracts which have for their object the creation, transmission, modification or extinguishment of real rights over immovable property; x x x

x x x

A constitution of a mortgage upon real property creates in favor of the mortgagee real rights and under the provisions of Art. 1358 of the Civil Code must appear in a public document'."[10]

b) "If the contention of the defendant Bank is correct and that the original real estate mortgage Exhibit "A" secures all future advancements which may thereafter be extended by defendant Bank to the plaintiff then it would have been unnecessary to cause the execution of another real estate mortgage for P50,000.00 on the same pieces of property. Subsequently when loan no. 8 for P60,000.00 was extended on December 29, 1976 it would not have been necessary to execute another real estate mortgage covering the same three parcels of land together with the improvements thereon. Furthermore, the purpose of the loan originally granted on May 19, 1975 for P100,000.00 was for the construction of the house of the plaintiff Lydia Arriola. It was not an agricultural crop loan. It was not a real estate mortgage to secure future advancements. It must have been an oversight on the part of the defendant Bank when the real estate mortgage (Exhibit "C") was made out for only P50,000.00 and not for P150,000.00. To attempt to correct the error an addendum was made on the promissory (sic) note Exhibit "16" and "16-A"."[11]

The trial court also ruled that although the liability of Lydia Arriola with Salvador Alcantara and the loans was solidary, yet the former may recover from the latter the P60,000.00 which was credited to his account.

Accordingly, the trial court rendered its decision in Civil Case No. 14973 on 31 March 1986, the dispositive portion of which reads:

"THEREFORE, premises considered, judgment is hereby rendered:

1. The injunction is hereby granted and made permanent. The Provincial Sheriff of Iloilo through Deputy Sheriff Benjamin Carreon is hereby ordered to stop and desist in spelling (sic) at public auction the properties in question for the amount of P210,000.00;
2. The defendant Salvador Alcantara is hereby ordered to pay the plaintiff the sum of P60,000.00 plus interests from the time this amount was credited to the account of Salvador Alcantara until fully paid;
3. The defendant Bank of the Philippine Islands and the defendant Salvador Alcantara, jointly and severally are hereby ordered to pay the plaintiff the amount of P40,000.00 as attorney's fees and litigation expenses and the costs of this suit."^[12]

The BPI and the Provincial Sheriff of Iloilo appealed therefrom to the Court of Appeals (C.A.-G.R. CV No. 13079) to which it submitted the following assignment of errors:

I. THE LOWER COURT ERRED IN HOLDING THAT THE REAL ESTATE MORTGAGE WHICH SECURED PLAINTIFF-APPELLEE'S LOANS TOTALLING (sic) P100,000.00 WAS NOT VALIDLY CONSTITUTED IN A PUBLIC INSTRUMENT.

II. THE LOWER COURT ERRED IN HOLDING THAT THE REAL ESTATE MORTGAGE FOR P100,000.00, EXHIBIT "A" WAS NOT VALID BECAUSE IT WAS NOT A MORTGAGE TO SECURE FUTURE ADVANCEMENTS NOR AN AGRICULTURAL CROP LOAN.

III. THE LOWER COURT ERRED IN HOLDING THAT THE MORTGAGE CANNOT BE ENFORCED AGAINST THE PLAINTIFF-APPELLEE BECAUSE IT IS A CONTRACT OF ADHESION.

IV. THE LOWER COURT ERRED IN HOLDING THAT ALTHOUGH THE PLAINTIFF-APPELLEE'S INDEBTEDNESS IS P210,000.00, THE REAL ESTATE MORTGAGE VALIDLY CONSTITUTED IN DEFENDANT-APPELLANT BANK'S FAVOR WAS ONLY FOR P110,000.00 BECAUSE THE FIRST MORTGAGE FOR P100,000.00, EXHIBIT "A" WAS EXTINGUISHED OR CANCELLED WHEN THE THREE LOANS TOTALLING (sic) P100,000.00 WHICH IT SECURED WERE PAID OUT OF THE PROCEEDS OF THE PLAINTIFF-APPELLEE'S FOURTH LOAN OF P150,000.00.

V. THE LOWER COURT ERRED IN NOT HOLDING THAT THERE DID NOT EXIST ANY GROUND FOR THE ISSUANCE OF INJUNCTION.

VI. THE LOWER COURT ERRED IN ORDERING THE DEFENDANT-APPELLANT BANK OF THE PHILIPPINE ISLANDS TO PAY THE PLAINTIFF-APPELLEE P40,000.00 ATTORNEY'S FEES AND LITIGATION EXPENSES AND THE COST OF SUIT.

VII. THE LOWER COURT ERRED IN NOT HOLDING THE PLAINTIFF-APPELLEE AND THE DEFENDANT SALVADOR ALCANTARA JOINTLY AND SEVERALLY LIABLE TO THE DEFENDANT-APPELLANT FOR ATTORNEY'S FEES AND DAMAGES."^[13]

On 28 February 1990, the Court of Appeals promulgated its decision in the appeal, the dispositive portion of which reads:

"WHEREFORE, in view of the foregoing, the judgment appealed from is REVERSED and a new judgment is entered dismissing the complaint and dissolving or recalling the preliminary writ (sic) of injunction previously issued, with costs against the plaintiff-appellee."^[14]

A motion for its reconsideration having been denied by the Court of Appeals in its resolution of 22 June 1990,^[15] petitioner has come to Us, ascribing to the Court of Appeals the errors adverted to in the opening paragraph of this decision.

In compliance with Our resolution of 10 September 1990, respondents filed their Comment on 16 November

1990,[16] to which, pursuant to the resolution of 26 November 1990, petitioner filed a reply[17] on 12 December 1990.

In the resolution of 6 February 1991,[18] We gave due course to the petition and required the parties to file their respective Memoranda, which the petitioner complied with on 12 April 1991[19] and the respondents on 7 May 1991.[20]

We shall now resolve the assigned errors.

In reversing the decision appealed from, the respondent Court made the following disquisitions:

"THE lower court in its decision is of the opinion that although the indebtedness of plaintiff Lydia Arriola to the defendant Bank is P210,000.00, the real estate mortgage validly constituted was only in the amount of P110,000.00. Several reasons were given in support of its findings, some of which refers to the promissory note marked in evidence as Exhibit "B"/Exhibit "16" covering the loan of P150,000.00 and the addendum thereto which are merely private documents and as such, NOT a valid legal mortgage. The Court a quo has chosen to consider Exhibit "B"/Exhibit "16" and its addendum as the mortgage itself for compliance with the requirements of Sec. 112 P.D. No. 329 and Art. 1358 of the New Civil Code. In this regard, an error was committed in the appreciation of the evidence presented. The mortgage for the P100,000.00, out of the P150,000.00 loan embodied in the promissory note (Exh. B/Exh. 16), is the deed of real estate mortgage dated April 4, 1975 marked in evidence as Exh. "A". A promissory note to be binding between the parties need not be in a public instrument. The addendum incorporated thereto is merely an annotation and a reference to the obligation of the plaintiff. The amount of P100,000.00 is covered by a real estate mortgage, dated April 4, 1975 and the remaining P50,000.00 is covered by a separate mortgage marked in evidence as Exhibit "C". The aforementioned addendum is quoted as follows:

‘This utilization is covered by REM for P100,000.00 dated April 4, 1975 under Doc. No. 119; Page No. 94; Book No. XXV; Series of 1975; Benjamin H. Tirol, Notary Public and REM for P50,000.00 dated December 15, 1975 under Doc. No. 528; Page No. 76; Book No. XXVI; Series of 1975; Benjamin H. Tirol, Notary Public; and Deed of Assignment of Fixed Dep. for P100,000.00 dated April 4, 1975 under Doc. No. 120; Page No. 94; Book No. XXV; Series of 1975; Benjamin H. Tirol, Notary Public.’

WHEN presented as a rebuttal witness, plaintiff-appellee testified that when she signed the promissory note, the addendum quoted was not on the note and further claims that she was not given a copy of any promissory note she executed. (TSN, Aug. 13, 1985, pp. 4-6). Her claim, however, was belied by her own witness, Jose Velez, who testified that he based his Loan Summary (Exh. "F") on the various papers and documents including promissory note which was supplied to him by the plaintiff-appellee (TSN, Nov. 14, 1984, pp. 4-5). Moreover, the promissory note was even adopted by the plaintiff-appellee as its own evidence (Exh. "B").

CONTRACTS must be interpreted from its four corners. A thorough evaluation and examination of the evidence presented as well as the subsequent acts of the parties reveal that the parties intended the real estate mortgage marked in evidence as Exh. "A" to continue as the security for the new loan of P100,000.00 as indicated by the fact that another mortgage for P50,000.00 only was executed (Exh. "C"). Plaintiff-appellee never asked for the formal release of the real estate mortgage nor was a cancellation thereof executed by the Bank. In fact, she even admitted her indebtedness and pleaded time to pay. Thus, in the case of *Lim Juan vs. Lutero* (49 Phil. 715), the Supreme Court made the following pronouncement:

‘The Rule, of course, is well-settled that an action to foreclose a mortgage must be limited to the amount mentioned in the mortgage. The exact amount, however, for which the mortgage is given, need not always be specifically named. The amount for which the mortgage is given may be stated in definite or general terms, as is frequently the case in mortgage to secure future advancements. The amount named in the mortgage does not limit the amount for which it may stand as security, if, from the four corners of the document, the intent to secure future

indebtedness or future advancement is apparent. Where the plain terms of the mortgage evidence such an intent, they will control as against a contention of the mortgagor that it was the understanding of the parties that the mortgage was security only for the specific amount named'."[21]

We find the same to be correct.

The contrary findings and conclusions of the trial court are tenuously belabored, or otherwise based on unfounded assumptions. It assumed that the real estate mortgage in the amount of P100,000.00 (Exh. "A") was, in effect, released when the obligation of P100,000.00 secured by it was paid out of the proceeds of the P150,000.00 loan, which is of course incorrect since the latter was merely a consolidation of the three loans of P30,000.00 of 19 May 1975, P40,000.00 of 7 June 1975 and P30,000.00 of 2 June 1975 (totaling P100,000.00 and secured by Exh. "A") and the additional loan of P50,000.00, for which reason, to fully secure the consolidated sum, it became necessary to require the petitioner to execute the real estate mortgage for P50,000.00. If this were not the intention or agreement of the parties, petitioner should have demanded for the execution of a deed of cancellation or release of Exh. "A" and for the delivery to her of the original copies of both such deed and the real estate mortgage. There is nothing extant on the record to show that she did so at anytime between 15 December 1975 and 22 April 1983 when she filed Civil Case No. 14973. On the contrary, she categorically alleges under oath in her complaint in said Civil Case that:

"5. April 4, 1975, plaintiff mortgaged the aforescribed parcels of land in favor of defendant bank as security for the principal loan of P100,000.00;

6. Thereafter, and on the same security, defendant bank granted the plaintiff an additional loan of P50,000.00 on December 15, 1975; and finally, on December 27, 1976, defendant bank granted to plaintiff a second additional loan in the amount of P60,000.00, still on the same collaterals earlier--mentioned; (emphasis supplied).

7. In the three deeds of real estate mortgages covering the three loans aforementioned, defendant Salvador Alcantara acted as co-mortgagor x x x."[22]

clearly indicating that petitioner admits the continuing validity of the real estate mortgage for P100,000.00. Furthermore, nowhere in the complaint has she alleged that said real estate mortgage had been cancelled or rendered of no legal effect in view of the payment of the loan of P100,000.00. Her main thesis in said case is that she is liable to BPI for only P100,000.00, and not P210,000.00 because that is the amount "actually released to her." [23] The remaining P110,000.00 benefited Alcantara because:

"17. Precisely for these reasons that defendant bank applied plaintiff's own loan of P50,000.00 and P60,000.00, respectively to the overdraft account of defendant Salvador Alcantara, except P30,000.00 thereof which amount said bank likewise, turned over to the said defendant." [24]

The trial court likewise made an outlandish conclusion that the promissory note for P150,000.00 and the addendum regarding the real estate mortgage for P100,000.00 as among the security therefor is the contract of mortgage and, considering that it is not in the form prescribed in Article 1358 of the Civil Code, it did not then effectively bind the property. The promissory note and the addendum therein can in no case be deemed as the mortgage. But as correctly pointed out by the respondent Court, the addendum "is merely an annotation and a reference to the obligation of the plaintiff." In short, the addendum merely points or makes reference to the security offered for the obligation, appearing in separate documents, which are the real estate mortgages.

It likewise assumed that the addendum was written after the parties had signed the Promissory Note. Except for the self-serving testimony of petitioner in that regard, no evidence had been offered to support such an assumption.

If her self-serving testimony were indeed true, petitioner could have easily so alleged the same in her complaint, since this is a matter of vital importance affecting her liability to BPI. Petitioner's claim then that she signed the promissory note in blank and that it did not contain the annotation is nothing but a delayed after-thought to give a semblance of credibility to her version.

It likewise erroneously assumed that if indeed the real estate mortgage for P100,000.00 were a continuing security for all future advancements, then it was not necessary to cause the execution of another real estate mortgage for P50,000.00. The trial court forgot that in the former, the maximum limit of the obligations to be secured was fixed at P100,000.00. That mortgage contract then remains as the security for the P100,000.00 portion of the P150,000.00 promissory note.

The foregoing disposes of the first assigned error.

The second assigned error is baseless. The trial court itself correctly observed that, on the basis of the testimony of petitioner's witness, Mr. Jose Velez, an accountant, the time deposit had already been taken into account. Said the trial court:

"The court in its desire to understand the actual amount which was outstanding and payable to the bank suggested that the plaintiff present an accountant. The plaintiff presented accountant Jose Velez who testified that based on the receipts and documents supplied by the Plaintiff Lydia Arriola he prepared Exhibit "F" which he identified in court. Exhibit "F" showed that a total loan of P530,000.00 was obtained by Lydia Arriola and Salvador Alcantara of which P270,000.00 was paid or settled leaving a balance of P260,000.00. He testified in open court that of the balance of P260,000.00 appearing on Exhibit "F" another P50,000.00 was paid from the time deposit of P50,000.00 of plaintiff Lydia Arriola leaving an outstanding balance of P210,000.00. When he was asked whether the P150,000.00 time deposit of plaintiff Lydia Arriola was taken into consideration in his computation, he answered that the P150,000.00 time deposit was already applied to the amount of indebtedness and the balance is still P210,000.00." [25] (underscoring supplied for emphasis).

Petitioner did not appeal from the decision of the trial court. She cannot now be heard to lament on this point.

There is, however, merit in the third assigned error. Verily, with the reversal of the decision of the trial court, respondent Court likewise reversed that portion of the decision ordering Salvador Alcantara to pay petitioner the sum of P60,000.00 plus interest from the time the amount was credited to the account of Alcantara until it is fully paid. Alcantara did not appeal from the decision. Besides, this matter was not involved in the appeal interposed by BPI. The challenged decision then must be modified accordingly.

IN THE LIGHT OF ALL THE FOREGOING, judgment is hereby rendered AFFIRMING the decision of the respondent Court of Appeals in C.A.-G.R. CV No. 13079, promulgated on 28 February 1990, to the extent that it reverses the decision of the Regional Trial Court of Iloilo (Branch XXXIII) in Civil Case No. 14973 insofar as private respondents Bank of the Philippines Islands and the Provincial Sheriff of Iloilo are concerned, subject to the modification above indicated, and pursuant to such modification, REINSTATING that part of the dispositive portion of the decision in Civil Case No. 14973 on the liability of Salvador Alcantara to pay petitioner the amount of P60,000.00 with interest thereon for the period therein stated.

No pronouncements as to costs in this instance.

SO ORDERED.

Gutierrez, Jr., Feliciano, and Bidin, JJ., concur.

Fernan, C.J., no part, formerly counsel for private respondent.

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- [1] Per Associate Justice Jinal D. Rasul, concurred in by Associate Justices Manuel Herrera and Eduardo R. Bengzon.
- [2] Entitled Lydia Arriola vs. Bank of the Philippine Islands, et al.
- [3] Exh. "F"; Decision of trial court (Annex "A" of Petition); Rollo, 26.
- [4] Rollo, 15-16.
- [5] Pages 2-3 of Comment of private respondent; Rollo, 86-87.
- [6] Exh. "16-A"; Decision of the trial court (Annex "A" of Petition); Id., 31.
- [7] Page 3, Comment of BPI; Id., 87.
- [8] Pages 67-88 of BPI's Comment; Rollo, 87-88.
- [9] Page 2, Annex "A" of Petition; Id., 25.
- [10] Rollo, 32-33.
- [11] Id., 35.
- [12] Rollo, 37-38.
- [13] Rollo, 66-67.
- [14] Id., 70-71.
- [15] Id., 73.
- [16] Id., 85-108.
- [17] Id., 122-130.
- [18] Rollo, 135.
- [19] Id., 139, et seq.
- [20] Id., 162, et seq.
- [21] Rollo, 68-70.
- [22] Annex "A" of BPI's Comment; Rollo, 111.
- [23] Par. 27 of Complaint; Id., 115.
- [24] Par. 17 of Complaint; Id., 113.
- [25] Page 3 of Decision (Annex "A" of Petition); Rollo, 26.

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