

SPOUSES ROQUE YU, SR. AND ASUNCION YU AND LEYTE LUMBER YARD & HARDWARE CO., INC., PETITIONERS, VS. BASILIO G. MAGNO CONSTRUCTION AND DEVELOPMENT ENTERPRISES, INC. AND THE ESTATE...

G.R. NOS. 138701-02. October 17, 2006

Ponente: GARCIA, J.

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GARCIA, J.:

In this petition for review under Rule 45 of the Rules of Court, the spouses Roque Yu, Sr. and Asuncion Yu, with co-petitioner Leyte Lumber Yard & Hardware, Co., Inc., (Leyte Lumber) assail and seek to set aside the consolidated Decision[1] dated October 20, 1998 of the Court of Appeals (CA) in CA-G.R. CV Nos. 43714 and 43715, as reiterated in its Resolution[2] of May 11, 1999, denying the petitioners' motion for reconsideration. CA-G.R. CV No. 43714 is an appeal by the spouses Roque Yu, Sr. and Asuncion Yu from the decision of the Regional Trial Court (RTC) of Tacloban City in its Civil Case No. 5823, while CA-G.R. CV No. 43715 is an appeal taken by Leyte Lumber Yard from the decision of the same RTC in its Civil Case No. 5822.

The assailed CA decision holds petitioner Leyte Lumber liable to the herein respondents in Civil Case No. 5822 for the amount of P631,235.61 with interest, and, on the same breath, holds the respondents liable to petitioner spouses Roque Yu, Sr. and Asuncion Yu in Civil Case No. 5823 in the amount of P625,000.00 with interest, and P50,000.00 as and by way of attorney's fees.

The facts:

The spouses Roque Yu, Sr. and Asuncion Yu are the controlling stockholders of Leyte Lumber, a business enterprise engaged in the sale of lumber, building and electrical supplies and other construction materials. During his lifetime, Engr. Basilio G. Magno (Magno) entered into a verbal agreement with Leyte Lumber through Roque Yu, Sr., whereby the latter agreed to supply Magno with building materials he may need in his construction business. The success of Magno's business gave birth to the Basilio G. Magno Construction and Development Enterprises, Inc. (BG Magno).

Owing to this fruitful relationship, the two (Roque Yu, Sr. and Magno) entered into a joint venture, the Great Pacific Construction Company (GREPAC), with Yu as President and Magno as Vice President.[3]

Magno, for what he obtained from Leyte Lumber, paid either in cash or by check. The relationship between Yu and Magno began in 1975 and continued until Magno's death on August 21, 1978.[4]

By the time the business relationship between Yu and Magno was coming to an end, the respondents allege that the parties have dealt with each other to the amount of at least P7,068,000.00.[5]

On January 30, 1979, in the RTC of Tacloban City, the petitioners instituted two (2) separate complaints for sums of money with damages and preliminary attachment against the respondents. One was Civil Case No. 5822,[6]

raffled to Branch 8 of the court, instituted by Leyte Lumber against BG Magno and the Estate of Basilio Magno, to collect on the principal amount of P1,270,134.87 for construction materials claimed to have been obtained on credit by BG Magno, and the other was Civil Case No. 5823,[7] raffled to Branch 6, filed by the Yu spouses against BG Magno and the Estate of Basilio Magno, to collect upon loans and advances (P3,575,000.00) allegedly made by the spouses to BG Magno.

As defendants in Civil Case No. 5823, the respondents moved to dismiss the case on the ground that the claims must be pursued against the estate of the deceased Magno. The motion was denied, and eventually the estate of Magno was dropped as party-defendant.

On the other hand, in Civil Case No. 5822, during the pretrial conference, the petitioners, as plaintiffs in that case, proposed that a commissioner be appointed. The respondents as defendants in the case interposed no objections, and so Atty. Romulo Tiu was appointed and tasked with the duty to examine and make a detailed report on the documents and books of account of the parties to determine the nature and extent of their respective claims and liabilities.[8] Atty. Tiu was later replaced by Mr. Uldarico Quintana, and finally by Mr. Ernesto C. Silvano, who is a lawyer and an accountant[9] by profession.

The commissioner prepared a summary of account receivables[10] and submitted three reports: the first, dated November 1, 1980; the second, dated February 19, 1981; and the third, dated March 29, 1982.[11] To these reports the parties submitted their respective comments and objections.

During trial, the petitioners presented in Civil Case No. 5822 before Branch 8 three witnesses, namely: petitioner Roque Yu, Sr., himself, Atty. Ernesto C. Silvano (the commissioner) and Yao Ping Chan, cashier of Consolidated Bank and Trust Co., who testified merely on the circumstances surrounding specific checks that were issued during the course of the transactions between the parties. For their part, the respondents offered two witnesses: the widow Perpetua Magno and commissioner Silvano.

As regards Civil Case No. 5823 before Branch 6, the petitioners presented three witnesses: Roque Yu, Sr., Roque Yu, Jr., and senior bookkeeper Eduardo de Veyra of the Tacloban Branch of the United Coconut Planters Bank. For their part, the respondents did not present a single witness, but adopted their evidence presented in Civil Case No. 5822. They did not, however, make a formal offer of their evidence in both cases.

On June 17, 1993, Branch 8 of the court rendered its decision[12] in Civil Case No. 5822, the decretal portion of which reads:

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

- Dismissing the complaint;
- Declaring that defendant had made overpayment to the plaintiff in the sum of P620,239.61;
- Ordering the plaintiff to return to the defendant the amount of P620,239.61 with interest of 12% per annum from the date hereof until fully paid;
- Ordering the plaintiff to pay defendant the sum of P200,000.00 for exemplary damages;
- Ordering the plaintiff to pay defendant the sum of P50,000.00 for attorney's fees and litigation expenses; and
- Ordering plaintiff to pay the costs of this suit.

SO ORDERED.

Also, on the same date - June 17, 1993 - Branch 6 rendered its decision[13] in Civil Case No. 5823, the fallo of

which reads:

WHEREFORE, judgment is hereby rendered in favor of the defendant and against the plaintiffs:

- Dismissing the plaintiffs' complaint;
- Declaring that defendant had made overpayments to the plaintiffs in the sum of P1,602,625.52;
- Ordering plaintiffs to return to defendant the sum of P1,602,625.52 with 12% interest per annum from the date hereof until fully paid;
- The Writ of Attachment is hereby ordered immediately dissolved;
- Ordering the plaintiffs to pay defendant the sum of P200,000.00 moral and exemplary damages;
- Ordering the plaintiffs to pay defendant P100,000.00 attorney's fees and litigation expenses;
- Ordering plaintiffs to pay the costs of this suit.

SO ORDERED.

The two separate decisions of even date were penned by Judge Getulio M. Francisco, the presiding judge of Branch 6 to which only Civil Case No. 5823 was raffled. In other words, Judge Francisco of Branch 6 rendered the decision in Civil Case No. 5822 earlier raffled to and heard by Branch 8 of which he was not the presiding judge. The parties did not move for a reconsideration of the two decisions nor did they call the attention of Judge Francisco on the absence of an order for consolidation of the two cases. Instead, they directly interposed their respective appeals to the CA.

In the CA, the two cases on appeal, docketed as CA-G.R. CV Nos. 43714 (for Civil Case No. 5823) and 43715[14] (for Civil Case No. 5822), were consolidated.

On October 20, 1998, the CA rendered its questioned consolidated decision[15] dispositively reading, thus:

WHEREFORE, premises considered, judgment is hereby rendered as follows:

In Civil Case No. 5822, the appealed decision is MODIFIED by declaring that defendant B.G. Magno Construction and Development Enterprises, Inc., made an overpayment in the amount of P631,235.61, instead of P620,239.61 as found by the court a quo, and ordering plaintiff to return said amount to defendant, with interest of 12% per annum from promulgation hereof until fully paid, and by DELETING the award of exemplary damages in the sum of P200,000.00 in favor of defendant. Thus modified, the judgment below is AFFIRMED in all other respects.

In Civil Case No. 5823, the appealed decision is REVERSED and SET ASIDE. Accordingly, defendant B.G. Magno Construction and Development Enterprises, Inc. is ordered to pay plaintiffs the sum of P625,000.00, with 12% interest per annum from promulgation hereof until fully paid, and the further sum of P50,000.00 by way of attorney's fees, plus costs of suit.

SO ORDERED.

With their motion for reconsideration having been denied by the CA through its Resolution of May 11, 1999, the petitioners are now with this Court via the present recourse, submitting the following arguments for our consideration:

A. Re: C.A.-G.R. CV No. 43714: (Civil Case No. 5823)

- THE COURT OF APPEALS COMMITTED GRAVE ERROR IN REFUSING TO EXCLUDE EVIDENCE

OFFERED TO RTC BRANCH 8, BUT NOT TO BRANCH 6, OF WHICH EVIDENCE RTC BRANCH 6 IMPROPERLY TOOK JUDICIAL NOTICE.

- ASSUMING FOR THE SAKE OF ARGUMENT THAT RTC BRANCH 6 COULD TAKE JUDICIAL NOTICE OF EVIDENCE NOT OFFERED TO IT, NONETHELESS, SUCH EVIDENCE SHOW THAT RESPONDENT B.G. MAGNO IS LIABLE TO PETITIONERS FOR P3,675,000.00.

B. Re: C.A.-G.R. CV No. 43715: (Civil Case No. 5822)

- THE COURT OF APPEALS COMMITTED GRAVE ERROR IN AFFIRMING THE DECISION OF RTC BRANCH 6 BECAUSE THE LATTER HAD NO JURISDICTION OVER CIVIL CASE NO. 5822 WHICH WAS TRIED IN ITS ENTIRETY BY RTC BRANCH 8.

- THE COURT OF APPEALS COMMITTED GRAVE ERROR IN AFFIRMING THE DECISION OF RTC BRANCH 6 BECAUSE BASED ON EVIDENCE PRESENTED TO RTC BRANCH 8, NO COURT COULD HAVE DECIDED IN FAVOR OF RESPONDENTS.

In sum, the petitioners question, first, the propriety of the presiding judge of Branch 6 rendering a decision in a case filed and heard in Branch 8. They claim that Branch 6 had no jurisdiction to decide Civil Case No. 5822 pending in Branch 8 in the absence of a motion or order of consolidation of the two cases; second, Branch 6 erred in considering the evidence presented in Branch 8; and third, the preponderance of evidence in both cases warrants a resolution of the cases in their favor.

The respondents, on the other hand, hold steadfast to the CA's finding of overpayment on their part, and that Branch 6 had jurisdiction to render a decision in Civil Case No. 5822 of Branch 8 since the circumstance that the judge who penned the decision in both cases did not hear the other case in its entirety is not a compelling reason to jettison his findings and conclusions.[16]

On the issue of Branch 6 taking judicial notice of the evidence presented in Branch 8, the respondents argue that there was a previous agreement of the parties with respect to the same.

On the question of the propriety of Judge Francisco of Branch 6 formulating the decision in Civil Case No. 5822 which was pending and tried in Branch 8, we declare that there was nothing irregular in the procedure taken. The records show that there appears to have been a previous agreement to either transfer or consolidate the two cases for decision by the presiding judge of Branch 6. As found by the CA:

...although Civil Case No. 5822 was raffled to and tried in Branch 8..., the court a quo issued joint orders dated February 16, 1993 and September 10, 1993 in Civil Case Nos. 5822 and 5823...Recognizing the apparent transfer of Civil Case No. 5822 to the court a quo, appellants' [petitioners'] counsel filed his formal appearance dated October 20, 1993 with Branch 6...There is therefore no basis to appellants' contention that the court a quo is devoid of authority to decide Civil Case No. 5822.[17]

Indeed, when the respondents filed a Motion to Lift, Dissolve and Quash the Writs of Attachment with Branch 6 on January 20, 1993, the caption thereof indicated the docket numbers of both cases.[18] Likewise, on October 29, 1993, when the petitioners' new counsel entered his Formal Appearance, in the caption thereof was also written the docket numbers of both cases.[19] Petitioners' previous counsel of longstanding (whose representation dates back to the filing of the two complaints in 1979) filed his Motion to Withdraw as Counsel on October 30, 1993, and the caption thereof similarly indicated the docket numbers of both cases.[20] Subsequent orders of the court which emanated from Branch 6 also bear, in the caption thereof, the titles and docket numbers of both cases.[21] In other words, as early as six months prior to the promulgation of Judge Francisco's decisions in the two (2) cases, there appears to have been a transfer or consolidation of said cases in Branch 6 and the parties knew of it, albeit the actual date when the two cases were consolidated or transferred does not appear on record.

Nonetheless, the fact remains that no opposition or objection in any manner was registered by either of the parties to the same, thereby evincing their consent thereto. It is, therefore, already too late in the day for the petitioners to question the competence of Judge Francisco to render the separate decisions in the two cases. To reecho what this Court has said before:

Petitioners may not now question the transfer or consolidation of the two cases on appeal, for they knew of it and did not question the same in the court below. They may not now make a total turn-around and adopt a contrary stance; more so when the judgment issued is adverse to their cause.[22]

The next logical questions are: Is the consolidation of the two cases (Civil Case Nos. 5822 and 5823) a procedural step which the court a quo could have properly taken? Is it a remedy available within the context of the surrounding circumstances?

We answer both questions in the affirmative. The two cases were filed just a few months apart;[23] they involve simple cases of collection of sums of money between identical parties and no other; the respondents (as defendants therein) claim, in both cases, essentially the same defense, which is overpayment; they cover the same period of transacting continuous business that spans four years; they relate to simple issues of fact that are intimately related to each other; they entailed the presentation of practically identical evidence and witnesses; in fact, a broad part of the evidence and testimonies in one case was totally adopted or reproduced in the other by either or both parties. And the trial court, being multi-sala courts, its Branches 6 and 8 possessed jurisdiction to try either or both cases on their own.

A court may order several actions pending before it to be tried together where they arise from the same act, event or transaction, involve the same or like issues, and depend largely or substantially on the same evidence, provided that the court has jurisdiction over the case to be consolidated and that a joint trial will not give one party an undue advantage or prejudice the substantial rights of any of the parties (citing 1 CJS, 1347). Consolidation of actions is expressly authorized under Section 1, Rule 31 of the Rules of Court: "Section 1. Consolidation. - When actions involving a common question of law or fact are pending before the court, it may order a joint hearing or trial of any or all the matters in issue in the actions; it may order all the actions consolidated; and it may make such orders concerning proceedings therein as may tend to avoid unnecessary costs or delay."

The obvious purpose of the above rule is to avoid multiplicity of suits, to guard against oppression and abuse, to prevent delays, to clear congested dockets, to simplify the work of the trial court; in short the attainment of justice with the least expense and vexation to the parties litigants (citing 1 CJS 1342-1343). Consolidation of actions is addressed to the sound discretion of the court, and its action in consolidating will not be disturbed in the absence of manifest abuse of discretion. In the instant case, respondent judge did not abuse his discretion in ordering the joint trial of the two cases. There is no showing that such joint trial would prejudice any substantial right of petitioner. Neither does the latter question the court's jurisdiction to try and decide the two cases.[24]

Likewise, it became apparent that, after the commissioner filed his reports in court and the parties their comments thereto, but before trial could commence, the claims and defenses of the parties in Civil Case No. 5823 are covered by and may be threshed out by a consideration of the evidence presented in Civil Case No. 5822 as well, which consisted mainly of the reports of the commissioner. Based on the commissioner's reports in the case pending in Branch 8 (Civil Case No. 5822), the petitioners' claims, including those in Branch 6, appear to have been paid; indeed, this is in essence the defense of the respondents as set forth in their Answers to the two complaints. Yet, despite all these, neither of the lawyers for the parties sought a consolidation of the two cases, which would otherwise have been mandatory.

When two or more cases involve the same parties and affect closely related subject matters, they must be

consolidated and jointly tried, in order to serve the best interests of the parties and to settle expeditiously the issues involved. Consolidation, when appropriate, also contributes to the declogging of court dockets...

Inasmuch as the binding force of the Dealership Agreement was put in question, it would be more practical and convenient to submit to the Iloilo court all the incidents and their consequences. The issues in both civil cases pertain to the respective obligations of the same parties under the Dealership Agreement. Thus, every transaction as well as liability arising from it must be resolved in the judicial forum where it is put in issue. The consolidation of the two cases then becomes imperative to a complete, comprehensive and consistent determination of all these related issues.

Two cases involving the same parties and affecting closely related subject matters must be ordered consolidated and jointly tried in court, where the earlier case was filed. The consolidation of cases is proper when they involve the resolution of common questions of law or facts.

Indeed, upon the consolidation of the cases, the interests of both parties in the two civil cases will best be served and the issues involved therein expeditiously settled. After all, there is no question on the propriety of the venue in the Iloilo case.[25] (Emphasis supplied)

Consolidation of cases, when proper, results in the simplification of proceedings, which saves time, the resources of the parties and the courts, and a possible major abbreviation of trial. It is a desirable end to be achieved, within the context of the present state of affairs where court dockets are full and individual and state finances are limited. It contributes to the swift dispensation of justice, and is in accord with the aim of affording the parties a just, speedy, and inexpensive determination of their cases before the courts. Another compelling argument that weighs heavily in favor of consolidation is the avoidance of the possibility of conflicting decisions being rendered by the courts in two or more cases which would otherwise require a single judgment.[26]

In fine, we declare the consolidation of the two cases to have been made with regularity. To quote what the Court has said in an earlier case:

The ordered consolidation of cases, to our mind, crystallizes into reality the thinking of our predecessors that: ". . . The whole purpose and object of procedure is to make the powers of the court fully and completely available for justice. The most perfect procedure that can be devised is that which gives opportunity for the most complete and perfect exercise of the powers of the court within the limitations set by natural justice. It is that one which, in other words, gives the most perfect opportunity for the powers of the court to transmute themselves into concrete acts of justice between the parties before it. The purpose of such a procedure is not to restrict the jurisdiction of the court over the subject matter, but to give it effective facility in righteous action. It may be said in passing that the most salient objection which can be urged against procedure today is that it so restricts the exercise of the court's powers by technicalities that part of its authority effective for justice between the parties is many times an inconsiderable portion of the whole. The purpose of procedure is not to thwart justice. Its proper aim is to facilitate the application of justice to the rival claims of contending parties. It was created not to hinder and delay but to facilitate and promote the administration of justice. It does not constitute the thing itself which courts are always striving to secure to litigants. It is designed as the means best adapted to obtain that thing. In other words, it is a means to an end. It is the means by which the powers of the court are made effective in just judgments. When it loses the character of the one and takes on that of the other the administration of justice becomes incomplete and unsatisfactory and lays itself open to grave criticism." [27]

Having given their assent to the consolidation of Civil Case Nos. 5822 and 5823, petitioners' other assignment of errors must fail. The evidence in each case effectively became the evidence for both, and there ceased to exist any need for the deciding judge to take judicial notice of the evidence presented in each case.

On the issue relative to the pecuniary liabilities of the parties in respect of their corresponding claims and

defenses, suffice it to state that this Court is not a trier of facts. The findings of fact of the CA, supported as they are by the evidence on record, bind this Court.

Prefatorily, we restate the time-honored principle that in petitions for review under Rule 45 of the Rules of Court, only questions of law may be raised. It is not our function to analyze or weigh all over again evidence already considered in the proceedings below, our jurisdiction being limited to reviewing only errors of law that may have been committed by the lower court. The resolution of factual issues is the function of lower courts, whose findings on these matters are received with respect. A question of law which we may pass upon must not involve an examination of the probative value of the evidence presented by the litigants.[28]

We disagree, however, with the CA in holding the petitioners liable to the respondents in the amount of P142,817.27 representing the unpaid account of GREPAC for filling materials delivered to it by BG Magno. As it is, GREPAC possesses a distinct corporate personality separate from Leyte Lumber whom BG Magno sought to be liable therefor. GREPAC's own liabilities may not be made chargeable against petitioner Leyte Lumber as the CA ruled after piercing the corporate veil of GREPAC. To our mind, the situation does not call for a piercing of GREPAC's corporate veil since there is no clear and convincing evidence showing fraud and illegality in the formation and operation of GREPAC. Quite the contrary, what has been proved suggests that GREPAC was a product of the close business and personal ties that bound Roque Yu, Sr., and Magno during better times. It was a bona fide joint venture between the two.

We cannot help but discern how the respondents were put to expense by the petitioners' mishandling of the cases in the trial courts. First of all is the petitioners' filing of two (2) separate actions of simple collection cases which were ultimately found to revolve essentially around the same factual milieu. And, as soon as it became apparent that the two cases were inexorably linked, it became the duty of the petitioners to seek a consolidation of the cases a quo. Yet they did not; instead, they took advantage of every perceived technicality, all the way to this Court, in order to defeat the respondents' case. They vigorously opposed the adoption by the respondents of the latter's evidence in the other branch of the court, thereby advancing misleading arguments for consolidation that had already occurred with their visible consent. They attribute error to the trial court's "taking judicial notice" of the respondents' evidence in the other court, when it no longer was a proper argument in view of the resultant consolidation. We do not approve of the practice of counsel employing subtlety, advancing gratuitous arguments that tend only to muddle the issues, and seizing upon every opportunity to win the case for his client, when in the first place the confusion in the proceedings was precipitated by his failure to act accordingly, as counsel for the plaintiffs, in seeking the proper consolidation of the two cases. The result is a simple collection case that has remained pending for twenty-seven years now.

Likewise, what the petitioners did in filing the two cases in different branches of the court may be held to be tantamount to forum shopping which not only put the respondents to additional unnecessary expense, but wasted the precious time of the courts as well.

Forum-shopping is a deplorable practice of litigants in resorting to two different fora for the purpose of obtaining the same relief, to increase his or her chances of obtaining a favorable judgment. What is pivotal to consider in determining whether forum shopping exists or not is the vexation caused to courts and the parties-litigants by a person who asks appellate courts and/or administrative entities to rule on the same related causes and/or to grant the same or substantially the same relief, in the process creating the possibility of conflicting decisions by the different courts or fora upon the same issues.[29]

Finally, we admonish RTC Branches 6 and 8 for the manner in which the case before each sala was handled and conducted. We note the lack of an order of consolidation in the records of the cases. As to Judge Francisco's two separate decisions, we do not perceive any advantage or benefit derived from promulgating two separate decisions

on the same day in the two cases that have already been consolidated into one. Although we recognize no ill intent or attribute no deliberate irregularity to the same, such demeanor can only breed suspicion and promote distrust for our judicial institutions. A judge should avoid every situation where the propriety of his conduct would be placed in question. His official acts must at all times be above reproach,[30] and they must be consistent with the proceedings taken in his court.

WHEREFORE, judgment is hereby rendered MODIFYING the assailed CA decision by SETTING ASIDE and DELETING the award of the respondents' counterclaim in the amount of P142,817.27 in Civil Case No. 5822; REITERATING the P50,000.00 award of attorneys' fees and litigation expenses in favor of the respondents in Civil Case No. 5822; and DELETING the award of attorneys' fees to the petitioners in Civil Case No. 5823. In all other respects, the assailed decision is AFFIRMED.

Costs against the petitioners.

SO ORDERED.

Puno, (Chairperson), Sandoval-Gutierrez, Corona, and Azcuna, JJ., concur.

[1] Penned by Associate Justice Artemio J. Tuquero (ret.) with Associate Justices Eubulo G. Verzola (ret.) and Renato C. Dacudao, concurring; Rollo, pp. 49-57.

[2] Id. at p. 78.

[3] RTC Rollo, Civil Case No. 5823, p. 579.

[4] Id. at p. 579; CA Rollo, pp. 70-71 and 145-146.

[5] Id. at p. 332.

[6] Entitled Leyte Lumber Yard & Hardware Co., Inc. v. B.G. Magno Construction & Development Enterprises, Inc. and the Estate of Basilio G. Magno.

[7] Entitled Spouses Yu v. B.G. Magno Construction & Development Enterprises, Inc. and the Estate of Basilio G. Magno

[8] RTC Rollo, Civil Case No. 5822, p. 46.

[9] Id. at p. 56.

[10] Id. at pp. 63-78.

[11] Id. at pp. 60-62, 99-115 and 196-200.

[12] Id. at pp. 424-430.

[13] RTC Rollo, Civil Case No. 5823, pp. 570-581.

[14] CA-G.R. CV No. 43714 entitled "Spouses Roque and Asuncion Yu v. B.G. Magno Construction & Development Ent., Inc., and CA-G.R. CV No. 43715 entitled "Leyte Lumber Yard and Hardware Co., Inc. v. B. G. Magno Construction & Development Ent., Inc. and the Estate of Basilio G. Magno."

[15] Supra note 1.

[16] Citing People v. Fuentes, G.R. No. 104067, January 17, 1994, 229 SCRA 289.

- [17] Rollo, p. 53.
- [18] RTC Rollo, Civil Case No. 5822, p. 416, and Civil Case No. 5823, p. 567.
- [19] RTC Rollo, Civil Case No. 5823, p. 586.
- [20] Id. at pp. 588-589.
- [21] RTC Rollo, Civil Case No. 5822, pp. 419, 421, 422 and 432.
- [22] Abalos v. CA, G.R. No. 94436, April 30, 1991, 196 SCRA 596; Maneja v. NLRC, G.R. No. 124013, June 5, 1998, 290 SCRA 603.
- [23] Civil Case No. 5823 was instituted on January 30, 1979, and Civil Case No. 5822 on June 11, 1979.
- [24] Caños v. Peralta, G.R. No. L-38352, August 19, 1982, 115 SCRA 843.
- [25] Zulueta v. Asia Brewery, Inc., G.R. No. 138137, March 8, 2001, 354 SCRA 100.
- [26] People v. Antonio, G.R. No. 111559, June 13, 1997, 273 SCRA 328; Active Wood Products Co. v. CA, G.R. No. 86603, February 5, 1990, 181 SCRA 774.
- [27] Superlines Transportation Co. v. Victor, G.R. No. L-64250, September 30, 1983, 124 SCRA 939.
- [28] University of San Agustin Employees' Union-Ffw v. CA, G.R. No. 169632, March 28, 2006, 485 SCRA 526.
- [29] Tagaro v. Garcia, G.R. No. 158568, November 17, 2004, 442 SCRA 562.
- [30] Fuentebella v. Gellada, A.M. No. P-04-1769, February 5, 2004, 422 SCRA 12.

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