

**VICENTA P. TOLENTINO AND JOSE TOLENTINO, PETITIONERS, VS.
COURT OF APPEALS, BANK OF THE PHILIPPINE ISLANDS, CONSUELO
B. DE LA CRUZ, ET AL., RESPONDENTS.***G.R. Nos. 50405-06. August 05, 1981*

Ponente: DE CASTRO, J.

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A petition for review by certiorari of the consolidated decision[1] of the respondent Court of Appeals in CA-G.R. Nos. 53907-R[2] and 54004-R[3] promulgated on February 22, 1978, as well as the Resolution[4] of said Court of Appeals, promulgated on March 30, 1979, denying the Motion for Reconsideration of the aforesaid consolidated decision.

Ceferino de la Cruz died in Davao City on April 19, 1960 leaving as his only heirs his widow, Consuelo de la Cruz, and their children Hilario, Tarcelo, and Godofredo, all surnamed de la Cruz (hereinafter referred to as the De la Cruzes). At the time of his demise, Ceferino left a parcel of land (home-stead land) containing 131,705 square meters covered by Original Certificate of Title No. P-16 in his name, issued by virtue of Homestead Patent No. V-1728.

In a deed of sale executed by the De la Cruzes on April 30, 1962, the homestead land was sold to the spouses Jose Tolentino and Vicenta Tolentino (hereinafter referred to as the Tolentinos). The Tolentinos took immediate possession of the homestead land and caused the cancellation of O.C.T. No. P-16 and the issuance of T.C.T. No. T-11135 in their names.

In 1963, the Tolentinos constituted a first mortgage over the homestead land, together with two other parcels of land covered by T.C.T. Nos. 11085 and 11626 in their names, in favor of the Bank of the Philippine Islands, (BPI) Davao Branch, for a loan of P40,000. Another mortgage was constituted over the said properties in 1964 in favor of Philippine Banking Corporation. The Tolentinos failed to pay their mortgage indebtedness to the BPI upon maturity. In the judicial foreclosure sale that followed, conducted by the City Sheriff of Davao on July 15, 1967, BPI was the sole and highest bidder. The Sheriff's Certificate of Sale in favor of BPI was registered only on April 2, 1969 in the Registry of Deeds of Davao.

Meanwhile, on February 4, 1967, the De la Cruzes filed an action[5] with the Court of First Instance of Davao against the Tolentinos for the repurchase of the homestead land under Section 119 of the Public Land Act (CA 141), with a prayer for damages and accounting of fruits on the ground that they had tried to repurchase said land extrajudicially for several times already but that the Tolentinos would not heed their request, thus constraining the De la Cruzes to file a court action for the repurchase thereof. BPI and Philippine Banking Corporation were included in the action as formal party defendants, being the first and second mortgagees, respectively, of the homestead land. On June 1, 1967, the Tolentinos filed a motion for extension of ten (10) days "from and after June 1st" to file their answer. This motion was granted by the lower court.

On June 14, 1967, the De la Cruzes filed a petition to declare the Tolentinos in default for failure to file an

answer. On that same day, the Tolentinos filed a Motion to Dismiss the repurchase case on the ground that the complaint states no cause of action, but said motion was denied by the lower court on the ground that the same was filed out of time. Subsequently, the Tolentinos were declared in default and the De la Cruzes were allowed to present their evidence ex parte.

On November 24, 1967, the Tolentinos filed their answer interposing the defense that the complaint states no cause of action because from the face of T.C.T. No. T-11135 alone, only the original patentee, Ceferino, is given the right to repurchase the homestead land and not the De la Cruzes and because the complaint does not allege that there was a bona fide offer to repurchase or a valid tender of payment, as well as an allegation that the De la Cruzes intended to pay not only the purchase price but all the other expenses of the sale which includes the necessary and useful expenses made on the thing sold, as required under Article 1616 of the new Civil Code.

Upon a manifestation filed by the De la Cruzes, the lower court issued an Order dated December 8, 1967 declaring the Tolentinos as "having no standing" in the proceedings therein, to which the latter filed a motion for its reconsideration. This motion, as well as their second Motion for Reconsideration, was denied by the lower court.

On March 27, 1969, the lower court rendered a decision allowing the De la Cruzes to repurchase the homestead land. Upon payment by the De la Cruzes of the amount of P16,000 representing the repurchase price to the BPI, the latter executed a deed of conveyance over the homestead land on August 25, 1969. On motion, the lower court issued a writ of possession in favor of the De la Cruzes on September 4, 1969, which was served by the City Sheriff upon the Tolentinos on September 8, 1969. Accordingly, the possession of the homestead land was delivered to the De la Cruzes on September 13, 1969.

On September 19, 1969, the Tolentinos filed a petition for relief from the Decision dated March 27, 1969 on the ground of excusable mistake in the counting of the reglementary period for the filing of an answer, with a prayer that the Order declaring them in default be lifted and that they be allowed to present their defense.

On October 1, 1969, the Tolentinos filed a Motion to Quash the writ of possession alleging as principal grounds therefor the absence of service on their counsel of a copy of the writ of possession, as well as the decision of the lower court declaring the De la Cruzes entitled to repurchase the homestead land. The De la Cruzes filed an opposition to this Motion and prayed for the investigation of an alleged tampering of records of the case particularly the page containing the proofs of the service of a copy of the writ of possession as well as of the decision of the lower court to the Tolentinos. On October 4, 1969, the lower court denied the Motion to Quash. A motion for reconsideration was likewise denied by the lower court on December 6, 1969.

On October 6, 1970, the Tolentinos filed before the respondent Court of Appeals a petition for certiorari (CA-G.R. No. SP-46321) against the De la Cruzes, wherein the Tolentinos raised the propriety of the issuance of the Writ of Possession alleging that it was issued improvidently because the decision of the lower court declaring them in default was not served upon them and, therefore, the judgment has not become final and executory. This petition was denied by the respondent court in a decision rendered on November 15, 1971 on the ground that the Tolentinos were actually and duly served with a copy of the questioned decision.

On March 5, 1973, the trial court issued an Order denying for lack of merit the petition for relief from judgment filed therein by the Tolentinos. It likewise denied a motion for reconsideration filed subsequently by the Tolentinos in its Order of July 5, 1973. Consequently, the Tolentinos appealed to the respondent Court of Appeals the above 2 Orders of the lower court, docketed therein as CA-G.R. No. 54004-R, claiming that the lower court erred and abused its discretion in not lifting its Order of default and in not ordering resumption of trial for the reception of their evidence; and, in finally ordering execution of the default judgment.

In the meantime, on March 2, 1970, petitioner Vicenta Tolentino went to see Mr. Ramon Lopez, Branch Manager of BPI Davao Branch, carrying a letter of even date, offering to redeem the homestead property for P16,000 covered by a check. Upon being informed that she can no longer redeem the same for the reason that it was already conveyed to the De la Cruzes pursuant to the decision dated March 27, 1969, Vicenta left the office of the manager, bringing with her the letter which she later on sent to Mr. Lopez by registered mail, inclosed in another letter dated March 3, 1970, reiterating her desire to redeem the homestead land. Mr. Lopez sent said letters to the BPI's legal counsel with specific request to inform the Tolentinos that they can still redeem the two other properties covered by T.C.T. Nos. 11085 and 11626 before the expiration of the redemption period upon payment of the amount of P75,995.07 - the balance remaining after deducting the amount of P16,000 paid by the De la Cruzes for the homestead property. However, instead of complying with BPI's advice, Vicenta con-signed with the Office of the City Sheriff of Davao a crossed PNB check for P91,995.07 drawn against the PNB Kidapawan Branch, Cotabato, on March 31, 1970, allegedly for the redemption of the 3 lots, including the homestead land. The following day, however, upon advice of their counsel, Vicenta issued a stop-payment order against the said crossed check purportedly to protect her rights and to prevent BPI cashing said check with-out returning all the properties which BPI had foreclosed and purchased.

Simultaneously with the consignment of the crossed check with the City Sheriff of Davao on March 31, 1970, the Tolentinos filed a complaint (redemption case)[6] against BPI, amended on April 15, 1970, with the Davao Court of First Instance for the redemption of their properties covered by T.C.T. Nos. 11135, 11085 and 11626, which were foreclosed by and sold to BPI, with a prayer for damages, imputing bad faith on BPI in allegedly refusing to allow them to redeem all three lots and praying that BPI be ordered to allow the Tolentinos to redeem their properties, to accept the payment consigned by them with the City Sheriff's Office of Davao, and to pay moral and exemplary damages in the sum of P95,000 plus attorney's fees and costs of suit. BPI seasonably filed an answer with counter-claim, denying the material averments of the complaint, the truth being that the Tolentinos did not have an intention to redeem their said properties but only the homestead land. BPI counterclaimed for exemplary damages in the sum of P5,000 and attorney's fees in the sum of P4,000 plus costs.

On April 10, 1973, the trial court rendered its decision dismissing the complaint of the Tolentinos, with no particular pronouncement as to attorney's fees but with costs against the Tolentinos. From that decision, both the Tolentinos and BPI appealed to the respondent Court of Appeals, docketed under CA-G.R. No. 53907-R, the Tolentinos claiming that -

"1. The lower court erred in finding that the title to the land covered by T.C.T. No. 11135 legally passed to the heirs of Ceferino de la Cruz;

"2. The lower court erred in holding that defendant-appellant (herein respondent BPI) was legally justified, in refusing plaintiffs-appellants' (Tolentinos) demand to be allowed to redeem the lands in question; and

"3. The lower court erred in not granting plaintiffs-appellants' (Tolentinos) claim for damages."

while BPI claims that the trial court erred in not holding the Tolentinos liable for damages and attorney's fees despite its findings that they acted in evident bad faith in -

"a. filing the complaint in the redemption case; and

"b. issuing a crossed check drawn against the PNB, Kidapawan Branch, and likewise, in depositing said check with the Sheriff's Office allegedly to redeem the foreclosed properties and, thereafter, the day following the deposit in issuing a stop-payment order on said check."

Acting upon a written request dated March 26, 1976 filed by the Tolentinos for the consolidation of the two

appealed cases, CA-G.R. Nos. 53907-R (Civil Case No. 6830) and 54004-R (Civil Case No. 5432), the respondent Court of Appeals resolved, after considering the comment of the BPI and the opposition of the De la Cruzes, to grant the motion for consolidation by the Tolentinos.

In a consolidated decision^[7] promulgated on February 22, 1978, the respondent Court of Appeals held:

In the Repurchase Case –

(1) that "despite the order of the trial court as prayed for by appellants granting them a ten-day period of extension to file their answer which was to expire on June 12, 1967, extended by operation of law to June 13, 1967, because June 12 was a holiday, the Tolentinos failed to file their answer. Instead, on June 14, 1967, which was already late, the Tolentinos filed a motion to dismiss, which is not even a responsive pleading, followed by their answer filed more than five months after, on November 24, 1967. The Tolentinos having failed to observe the requirements of the Rules of Court, no abuse of discretion could be imputed to the court a quo in ordering them in default."^[8] While "default orders are judicially frowned upon, *Quirante vs. Verano* (L-30207, February 27, 1971, 37 SCRA 801) explicitly admonishes that such 'is true only in meritorious cases, that is, where the failure to file answer on time was due to fraud, accident, mistake, or excusable negligence and when the existence of a good and substantial defense has been shown.' No showing was made in the case at bar, that the Tolentinos' failure to file their answer on time was due to any of these grounds. The contention and insistence of counsel for the Tolentinos that he filed through his clerk the motion to dismiss on June 13 but only stamped June 14, 1967, attributing negligence instead to the docket clerk of the lower court was not believed by the lower court, and We (Court of Appeals) find no cogent reason for believing otherwise."^[9] The Court of Appeals ruled further that "compounding the errors, is the failure of the Tolentinos and/or their counsel to appear on January 12, 1968, the date set for hearing of their petition for relief, the reason given by counsel that he was out-of-town when his clerk received the notice, and that his said clerk did not notify him nor did he note said date on their trial calendar, being clearly a case of inexcusable negligence."

(2) that the supposed existence of a good and meritorious defense relied by the Tolentinos consisting of the alleged expiration of the five-year period for the repurchase of the homestead lot under Commonwealth Act No. 141 is clearly belied by the records of the case which show that the offer to repurchase the homestead land made by the De la Cruzes was well within the 5-year period required by law; and

(3) that the Tolentinos' claim that the lower court ordered the execution of the default judgment before its finality due to the absence of service of the default judgment on them is not well-taken because this issue has already been settled in CA-G.R. No. SP-46321 rendered on November 15, 1971, where it was found, after an investigation was conducted on the alleged disappearance of that page of the record where the receipts by the respective parties were indicated, that the Tolentinos through their counsel were duly served with a copy of the default judgment.

In the Redemption Case

(1) in dismissing the Tolentinos' appeal, the respondent court reasoned that although there is no quarrel that the Tolentinos had 12 months within which to redeem the properties sold at the Sheriff's sale counted from the time it was registered on April 2, 1969, the problem, however, lies in the manner of the tender of payment made by them, granting they made one, "since consignment by crossed check does not satisfy the requirements set forth in Article 1249 of the New Civil Code governing the payment of debts in money, which 'shall be made in the currency stipulated, and if it is not possible to deliver such currency, then in the currency which is legal tender in the Philippines.' Admittedly, a check, even if good when offered, does not satisfy the requirements of a legal tender, and for that very reason, BPI was not legally bound to accept such tender of payment." Hence, no error was committed by the court a quo in dismissing the Tolentinos' complaint for redemption with damages.

(2) in dismissing BPI's appeal, the respondent Court stated that "no bad faith should be attributed to the Tolentinos for filing the instant case for redemption, in the absence of a proven motive to harass the BPI considering that in so filing these cases, the Tolentinos acted in the belief that they are exercising certain rights under the law, and considering further that they, too, had to spend in prosecuting their claims, no matter how unfounded they may have proven to be."

On April 24, 1978, the Tolentinos filed a Motion for Reconsideration^[10] in the Court of Appeals of the decision rendered in CA-G.R. No. 53907-R on the ground that "the right to redeem is not an obligation or debt but rather a privilege, hence, the provisions of Article 1249 N.C.C. governing payment of debts in money" do not apply in this case; and, of the decision rendered in CA-G.R. No. 54004-R on the ground that the respondent court erred in not considering that the trial court abused its discretion in declaring the Tolentinos in default, and that the period within which the De la Cruzes can repurchase the homestead land had already expired. This Motion for Reconsideration was denied by the respondent court for lack of merit in a Resolution dated March 30, 1979.

Hence, the instant petition for review from the foregoing consolidated Decision and Resolution raising the following issues:

I

WHETHER OR NOT ARTICLE 1249 OF THE NEW CIVIL CODE APPLIES IN THE CASE AT BAR;

II

WHETHER OR NOT THE TENDER OF PAYMENT AND CONSIGNATION MADE BY THE TOLENTINOS BEFORE THE CITY SHERIFF OF DAVAO WERE VALID; and

III

WHETHER THE DEFAULT JUDGMENT AGAINST THE TOLENTINOS IN CIVIL CASE NO. 5432 (CA-G.R. No. 54004-R) HAS BECOME FINAL AND EXECUTORY.

It is worthwhile to remember that Article 1249 of the new Civil Code deals with a mode of extinction of an obligation and expressly provides for the medium in the "payment of debts." Thus, it provides that:

"The payment of debts in money shall be made in the currency stipulated, and if it is not possible to deliver such currency, then in the currency which is legal tender in the Philippines.

"The delivery of promissory notes payable to order, or bills of exchange or other mercantile documents shall produce the effect of payment only when they have been cashed, or when through the fault of the creditor they have been impaired.

"In the meantime, the action derived from the original obligation shall be held in abeyance."

We are of the considered view that the aforementioned Article should not be applied in the instant case, hereinafter explained, together with the exposition on the resolution of the second issue raised in this petition, the first two issues raised hinge ultimately on whether the Tolentinos may redeem the properties in suit.

To start with, the Tolentinos are not indebted to BPI their mortgage indebtedness having been extinguished with the foreclosure and sale of the mortgaged properties. After said foreclosure and sale, what remains is the right vested by law in favor of the Tolentinos to redeem the properties within the prescribed period. This right of redemption is an absolute privilege, the exercise of which is entirely dependent upon the will and discretion of the redemptioners. There is, thus, no legal obligation to exercise the right of redemption.^[11] Said right, can in no

sense, be considered an obligation, for the Tolentinos are under no compulsion to exercise the same. Should they choose not to exercise it, nobody can compel them to do so nor will such choice give rise to a cause of action in favor of the purchaser at the auction sale. In fact, the relationship between said purchaser and the redemptioners is not even that of creditor and debtor.[12]

On the other hand, if the redemptioners choose to exercise their right of redemption, it is the policy of the law to aid rather than to defeat the right of redemption.[13] It stands to reason therefore, that redemptions should be looked upon with favor and where no injury is to follow, a liberal construction will be given to our redemption laws as well as to the exercise of the right of redemption. In the instant case, the ends of justice would be better served by affording the Tolentinos the opportunity to redeem the properties in question other than the homestead land, in line with the policy aforesaid, to which We adhere fully notwithstanding the reason advanced by the Court of Appeals in its Resolution, denying a reconsideration of its decision, which reads:

"We agree that the act of redeeming of a property mortgaged is not an obligation but a privilege, in the sense that the mortgagor may or may not redeem his property. That of course is a privilege. He may choose to give up the property and have the mortgage foreclosed, or redeem the property with the obligation of course to pay the loan or indebtedness. But where he elects to redeem the property and he has to pay the loan for which the mortgage was constituted, then Art. 1249 of the Civil Code applies because it involves now the 'payment of debts.' It is only the act of redeeming or not that is considered a privilege, but not the act of paying the obligation once the mortgagor has elected to redeem the property, in which case the check issued or drawn shall produce the effect of payment only when it has been cashed." [14]

Under existing jurisprudence, what the redemptioner should pay, is not the amount of the "loan for which the mortgage was constituted" as stated by the Court of Appeals, but the auction purchase price plus 1% interest per month on the said amount up to the time of redemption, together with the taxes or assessment paid by the purchaser after the purchase, if any.[15] And in this connection, a formal offer to redeem, accompanied by a bona fide tender of the redemption price, although proper, is not essential where, as in the instant case, the right to redeem is exercised thru the filing of judicial action, which as noted earlier was made simultaneously with the deposit of the redemption price with the Sheriff, within the period of redemption. The formal offer to redeem, accompanied by a bona fide tender of the redemption price within the period of redemption prescribed by law, is only essential to preserve the right of redemption for future enforcement even beyond such period of redemption. The filing of the action itself, within the period of redemption, is equivalent to a formal offer to redeem.[16] Should the court allow redemption, the redemptioners should then pay the amount already adverted to.

Moreover, when the action to redeem was filed, a simultaneous deposit of the redemption money was tendered to the Sheriff and under the last sentence of Section 31, Rule 39 of the Rules of Court, it is expressly provided that the tender of the redemption money may be made to the Sheriff who made the sale.[17] And the redemption is not rendered invalid by the fact that the said officer accepted a check for the amount necessary to make the redemption instead of requiring payment in money. It goes without saying that if he had seen fit to do so, the officer could have required payment to be made in lawful money, and he undoubtedly, in accepting a check, placed himself in a position where he could be liable to the purchaser at the public auction if any damage had been suffered by the latter as a result of the medium in which payment was made. But this cannot affect the validity of the payment. The check as a medium of payment in commercial transactions is too firmly established by usage to permit of any doubt upon this point at the present day.[18] No importance may thus be attached to the circumstance that a stop-payment order was issued against said check the day following the deposit, for the same will not militate against the right of the Tolentinos to redeem, in the same manner that a withdrawal of the redemption money being deposited cannot be deemed to have forfeited the right to redeem, such redemption being optional and not compulsory.[19] Withal, it is not clearly shown that said stop-payment order was made in

bad faith. But while we uphold the right of redemption of the Tolentinos, the same does not apply to the homestead land, for the reason that shall be indicated in the discussion of the third issue.

It is a matter beyond dispute that We can review decisions of the Court of Appeals only on errors of law, its findings of fact being generally conclusive. BPI argued that the default judgment in Civil Case No. 5432 (CA-G.R. No. 54004-R) had already become final and executory; that the lower court found, after an investigation was conducted on the matter, that petitioners were duly served with the default judgment; that this finding was affirmed by the Court of Appeals in CA--G.R. No. SP-46321 rendered on November 15, 1971, which decision had already been final and, therefore, the question of whether or not petitioners were duly served with a copy of said judgment should now be considered closed, said question being factual.[20]

As may be expected, the Tolentinos maintain that said question is one of law; that they did not in fact receive a copy of the default judgment; and that the only reason for the finding of the lower court that there was a valid service of default judgment was the sole testimony of BPI's counsel, who cannot even recall the date when the alleged service was made, and there is no evidence as to the mode of such service.[21]

In resolving their diametrically opposed propositions, it should be remembered that for a question to be one of law, it must involve no examination of the probative value of the evidence presented by the litigants or any of them.[22] The query here presented, necessarily invites calibration of the evidence to determine whether or not there was really such service. As such, the question must be deemed to be factual in character and content, and as correctly pointed out by BPI, the jurisprudence on the matter is that findings of facts of the lower court are accorded the highest degree of respect.[23] It is not the function of this Court to analyze or weight the evidence all over again, its jurisdiction being limited to reviewing errors of law that might have been committed by the lower court.[24]

And as already intimated earlier, appreciation of evidence is within the domain of the respondent Court of Appeals because its findings of facts, as a general rule, are not reviewable by the Supreme Court.[25] This has been the oft-repeated and well-established rule which has been reiterated in a long line of cases enumerated in *Chan v. Court of Appeals*[26] and *Tapas v. Court of Appeals*[27], and in the more recent cases of *Baptista v. Carillo*[28] and *Vda. de Catindig v. Heirs of Catalino Roque*,[29] and We find no circumstance existing in this case, to justify a departure from the said rule. More importantly, the petitioners not having appealed therefrom, the decision had already attained the character of finality. The question of service cannot now be reopened or raised again in this proceedings for otherwise, there will be no end to a litigation. Public policy and sound practice demand that judgment of courts should become final at some definite date fixed by law.[30]

Finally, We find no abuse of discretion, much less a grave abuse thereof, committed by the lower court in issuing an Order, which was affirmed by respondent Court of Appeals, denying the Tolentinos' petition for relief from judgment for lack of merit, the same being supported by substantial evidence.

IN VIEW OF THE FOREGOING CONSIDERATIONS, the appealed consolidated decision and resolution of the Court of Appeals are hereby MODIFIED and judgment is hereby rendered authorizing the petitioners to redeem the properties subject matter hereof, other than the homestead land, within thirty (30) days from entry of judgment, and ordering private respondent BPI to execute a deed of absolute conveyance thereof in favor of the petitioners upon payment by the latter of the purchase price thereof, with 1% per month interest thereon in addition, up to the time of redemption, together with the amount of any taxes or assessments which BPI may have paid thereon after purchase, if any. In all other respects, the aforesaid consolidated decision and resolution of the Court of Appeals are hereby AFFIRMED. No pronouncement as to costs at this instance.

SO ORDERED.

Barredo, (Chairman), Aquino, Concepcion, Jr., and Abad Santos, JJ., concur.

- [1] pp. 1-12, CA decision, Annex "A" to Petition, pp. 24-35, rollo.
- [2] Entitled "Vicenta P. Tolentino and Jose Tolentino, Plaintiffs-Appellants and Appellees, versus, Bank of the Philippine Islands, Defendant-Appellant and Appellee."
- [3] Entitled "Consuelo B. de la Cruz, et al., Plaintiffs-Appellees, versus, Vicenta Tolentino, et al., Defendants-Appellants."
- [4] Annex "D" to Petition, pp. 61-63, rollo.
- [5] Civil Case No. 5432 entitled "Consuelo B. de la Cruz, et al., v. Vicenta Tolentino, et al.," Record of Appeal, Annex "H" to Petition; p. 67, rollo.
- [6] Civil Case No. 6830 entitled "Vicenta P. Tolentino, et al., v. Bank of the Philippine Islands," Joint Record on Appeal, Annex "F" to Petition, p. 65, rollo.
- [7] CA decision, *supra*.
- [8] pp. 12-13, *ibid*.
- [9] pp. 13-14, *ibid*.
- [10] Annex "B" to Petition, p. 44, rollo.
- [11] *cf.* Golez v Camara, 101 Phil 363.
- [12] Reyes v Tolentino, 42 SCRA 365.
- [13] Javellana v Mirasol and Nuñez, 40 Phil 761.
- [14] p. 2, Resolution of the Court of Appeals, Annex "D" to Petition, *supra*.
- [15] Rosario v Tayug Rural Bank, 22 SCRA 1220, citing Castillo v Nagtalon, L-17079, 29 January 1962.
- [16] *see* Reoveros v Abel and Sandoval, 48 O.G. 5318.
- [17] Reyes v Tolentino, *supra*; Reyes-Gregorio v Reyes, 27 SCRA 427; Reyes v Chavoso, 27 SCRA 1253.
- [18] Javellana v Mirasol and Nuñez, *supra*.
- [19] De Jesus v Court of Appeals, 46 SCRA 76.
- [20] Memorandum for respondent BPI, p. 118, rollo.
- [21] Memorandum for petitioners, p. 102, rollo.
- [22] Vda. de Arroyo v. El Beaterio Del Santissimo Rosario de Molo, 23 SCRA 525.
- [23] People v. Padiernos, 69 SCRA 484.
- [24] Evangelista & Co. v. Abad Santos, 51 SCRA 416.
- [25] Gonzalez v. Court of Appeals, 90 SCRA 183 (1979).

[26] 33 SCRA 737 (1970).

[27] 69 SCRA 393 (1976).

[28] 72 SCRA 214 (1976).

[29] 74 SCRA 83 (1976).

[30] King v. Jose, 20 SCRA 1117.

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