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THIRD DIVISION

[G.R. No. 140848. April 25, 2002]

RAMON RAMOS, *petitioner, vs.* **HEIRS OF HONORIO RAMOS SR., namely: PUREZA N. RAMOS, HONORIO RAMOS JR. and GWENDOLYN RAMOS-GARCIA,** *respondents.*

SYNOPSIS

Sometimes in 1954, the late Salud Abejuela executed a Deed of Absolute Sale in favor of her son, Ramon Ramos, (herein petitioner) covering Lot No. 2961. On July 30, 1991, the surviving spouse and children of Honorio Ramos, Sr. (herein respondents) filed with the RTC of Cagayan de Oro City, a suit against petitioner for the reconveyance of title and partition of the aforementioned lot, contending that Honorio Sr. co-owned the above-mentioned lot with Ramon Ramos and that the sale was simulated and fictitious. The trial court dismissed the complaint for lack of evidence that: (1) the questioned Deed of Sale in favor of petitioner is simulated, and (2) Honorio Sr. is the co-owner of the subject lot with petitioner. On appeal, the Court of Appeals reversed the RTC, ruling that the Deed of Sale had been tainted by several badges of simulation. Hence, this appeal.

In reversing the decision of the Court of Appeals, the Supreme Court said it is not convinced that the Deed of Sale was simulated. The primary consideration in determining the true nature of a contract is the intention of the parties. When they have no intention to be bound at all, the purported contract is absolutely simulated and void. Mere mother-son relationship between the vendor and the vendee does not prove their lack of intention to be bound by the 1954 Deed of Absolute Sale. Not all contracts between family members are fictitious because, by itself, consanguinity is not proof of simulation.

This Court also ruled that the mere allegation that Honorio Sr. and petitioner were co-owners did not confer co-ownership on them. In the present case, co-ownership cannot be implied from the failure of petitioner to expressly demand the delivery of Lot 2961 solely to him. He did not have to do so because he was already in possession of it.

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SYLLABUS

1. **CIVIL LAW; OBLIGATIONS AND CONTRACTS; NATURE OF CONTRACTS; DETERMINED FROM THE INTENTION OF PARTIES.**— The primary consideration in determining the true nature of a contract is the intention of the parties. Such intention is determined from the express terms of their agreement as well as from their contemporaneous and subsequent acts. When they have no intention to be bound at all, the purported contract is absolutely simulated and void. When they conceal their true agreement, it is not completely void and they are bound to their real agreement, provided it is not prejudicial to a third person and is not intended for any purpose that is contrary to law, morals, good customs, public order or public policy.

2. **ID.; ID.; VOID OR INEXISTENT CONTRACTS; FICTITIOUS CONTRACTS; CONSANGUINITY, NOT PROOF OF SIMULATION; CASE AT BAR.**— [M]ere mother-son relationship between the vendor and the vendee does not prove their lack of intention to be bound by the 1954 Deed of Absolute Sale. Not all contracts between family members are fictitious because, by itself, consanguinity is not proof of simulation.

3. **REMEDIAL LAW; EVIDENCE; PRESUMPTIONS; A DULY EXECUTED CONTRACT CARRIES WITH IT THE PRESUMPTION OF VALIDITY.**— A duly executed contract carries with it the presumption of validity. The party who impugns its regularity has the burden of proving its simulation.

4. **ID.; ID.; BURDEN OF PROOF; IN A CIVIL CASE, THE PLAINTIFF HAS THE BURDEN OF PROVING FACTS ASSERTED IN THE COMPLAINT, PETITION OR DECLARATION.**— In a civil case, the plaintiff has the burden of proving facts asserted in the complaint, petition or declaration. Hence, respondents — as plaintiffs in the case for partition and annulment of contract — had the burden of showing that the 1954 Deed was simulated, a burden they failed to discharge.

5. **ID.; ACTIONS; LACHES, DEFINED; CASE AT BAR.**— Respondents claim that the disputed lot was intended to be given by Salud to petitioner and Honorio Sr. as part of their inheritance. The settlement of the estate of Salud, therefore, was the most appropriate opportunity for respondents to establish

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their claim over the property. Having passed up that chance, laches and estoppel have now set on them. Laches is the failure or neglect, for an unreasonable and unexplained length of time, to do that which could or should have been done earlier through the exercise of due diligence. It is only fair and reasonable to apply this rule to this case, because Pureza is a lawyer too.

6. **LEGAL AND JUDICIAL ETHICS; NOTARIES PUBLIC; DO NOT HAVE THE FUNCTION OF VALIDATING AN INSTRUMENT NOT INTENDED BY THE PARTIES TO HAVE ANY BINDING LEGAL EFFECT ON THEM.**— The notarization of a document does not guarantee its validity, because it is not the function of a notary public to validate an instrument that was never intended by the parties to have any binding legal effect on them.

APPEARANCES OF COUNSEL

Manolo Z. Tagarda for petitioner.
Emilie Salcedo-Babarin for respondents.

D E C I S I O N

PANGANIBAN, *J.*:

The burden of proving the alleged simulation of a contract falls on those who impugn its regularity and validity. A failure to discharge this duty will result in the upholding of the contract. The primary consideration in determining whether a contract is simulated is the intention of the parties as manifested by the express terms of the agreement itself, as well as the contemporaneous and subsequent actions of the parties. The most striking index of simulation is not the filial relationship between the purported seller and buyer, but the complete absence of any attempt in any manner on the part of the latter to assert rights of dominion over the disputed property.

The Case

Before us is a Petition for Review on *Certiorari* challenging the October 26, 1999 Decision[1] of the Court of

[1] *Rollo*, pp. 27-29.

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Appeals[2] (CA) in CA-GR CV No. 46938. The assailed Decision disposed as follows:

"WHEREFORE, premises considered, the questioned decision of the lower court dated May 6, 1994 is hereby *REVERSED AND SET ASIDE.* Let a new judgment be entered ordering the partition of Lot No. 2961 into two (2) equal parts and ordering [herein Petitioner] Ramon Ramos to convey the equivalent one (1) part of Lot 2961 representing the share of Honorio Ramos, Sr. [i]n the disputed lot to the [herein respondents] as heirs."[3]

The Facts

Quoting the trial court, the CA related the events leading to this Petition in this wise:

"Lucio Ramos and Salud Abejuela are spouses. x x x Lucio died on May 31, 1974 and Salud on September 17, 1966.

"Out of their marriage, they begot the following children, namely: Juan Ramos, Honorio Ramos, Josefa Ramos and Ramon Ramos.

"During their lifetime, they acquired real properties situated at Macasandig, Cagayan de Oro City.

"Sometime in September 1972, the above-named children and Lucio Ramos himself, executed an Extrajudicial Settlement of the estate of the deceased Salud Abejuela. x x x.

"x x x x x x x x x

"On March 26, 1975, Juan Ramos and Josefa Ramos Reyes filed in the then Court of First Instance of Misamis Oriental, a complaint for partition and annulment of confirmatory deeds of sale against Ramon A. Ramos and Honorio Ramos. x x x The case was docketed thereat as Civil Case No. 4667.

"Parties to said case, however, on November 10, 1975, submitted a compromise agreement which was approved and adopted by the court as its decision in the case. Under said compromise agreement,

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[2] Fourth Division. Penned by Justice Mariano M. Umali with the concurrence of Justices Quirino D. Abad Santos Jr. (Division chairman) and Romeo J. Callejo Sr. (member)

[3] Assailed Decision, p. 23; *rollo*, p. 49.

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[the parties agreed, *inter alia:* '4. That [Juan Ramos and Josefa Ramos Reyes] forever waive, quitclaim, relinquish, and renounce whatever rights and interests they may have over Parcel 5 and [Lot 2961] x x x;']4

"Very much earlier, however, or to be exact, on January 11, 1954, there appeared in the Notarial Register of Notary Public Fausto Eugenio of Cagayan de Oro City a document denominated as a [D]eed of [A]bsolute [S]ale registered as Doc. No. 17, Page 12; Book III and Series of 1954 of said [N]otarial [R]egister executed by Salud Abejuela in favor of Ramon Ramos married to Nena Villamil and resident of Cagayan de Oro City. Subject of the sale was Lot No. 2961 of the Cagayan Cadastral located at Macasandig, Cagayan de Oro City containing an area of 50,000 square meters and an alleged exclusive property of said Salud Abejuela."5

On July 30, 1991, respondents filed with the Regional Trial Court (RTC) of Cagayan de Oro City (Branch 20),6 a suit against petitioner for the conveyance of title and partition of Lot 2961. The CA continued:

In this action, [herein respondents], who are surviving spouse and children x x x of Honorio Ramos Sr., contend that Honorio Ramos Sr., co-owned the above-mentioned Lot 2961 with Ramon Ramos; that the sale was simulated and fictitious the purpose being only to enable said Ramon Ramos to use the land as collateral security for a loan as he did use it when he was granted a loan by the Philippine National Bank; that the understanding and agreement with his parents Lucio and Salud Ramos was that, Ramon Ramos should hold said land in trust for his brother, Honorio and same should be divided between the two in equal shares; that as proof that the sale was fictitious and simulated, it was still Lucio Ramos with whom Ramon Ramos live[d] with, who continued to harvest and enjoy the fruits of the coconut trees planted [o]n said Lot 2961 until he died on May 31, 1974; that after Lucio Ramos died Ramon Ramos went to his sister-in-law, Pureza N. Ramos, one of herein [respondents] requesting her that she intercede for him in requesting his brother, Honorio Ramos

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4 Exh. "G," November 10, 1975; Judgment in the partition case, records, p. 204.

5 CA Decision, pp. 2-3; *rollo*, pp. 28-29.

6 Presided by Judge Alejandro M. Velez. Records, p. 12.

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Sr., to allow him to harvest the coconuts planted on subject property for the reason that his needs were greater tha[n] that o[f] his brother, his children having finished already in their studies, while his, were still in high school and about to enter college to which request Honorio Ramos Sr., agreed; that in 1984, after sixteen years of exclusive enjoyment of the property by Ramon Ramos, [respondents] requested Ramon Ramos that the property be partitioned but without refusing the demand, he made the excuse that he [would] first consult his children and the matter dragged and was shelved until last 1990 when Honorio Ramos became very ill and sickly [and] again [respondents] made their demand for partition x x x but again Ramon Ramos gave his feeble assurance not to worry because he [would] give the share of [respondents]; that when they made a formal demand for the partition and delivery of their one-half, pro-indiviso share, Ramon Ramos repudiated his co-ownership of the lot with Honorio Ramos; x x x."[7]

Ruling of the Trial Court

The trial court[8] dismissed the Complaint in its May 6, 1994 Decision, disposing as follows:

"WHEREFORE, for lack of evidence that the [D]eed of [S]ale executed by Salud Abejuela in favor of [petitioner] over Lot 2961 is simulated (Exh. '1') and likewise, there being no evidence that Honorio Ramos Sr., is the co-owner of said lot with [petitioner], let this case be, as it is hereby dismissed. The counterclaim is likewise dismissed it not being shown that in filing this case, [private respondents were] motivated by bad faith and malice."[9]

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[7] CA Decision, pp. 4-5; *rollo*, pp. 30-31.

[8] Regional Trial Court of Cagayan de Oro City (Branch 24) presided by Judge Leonard M. Demecillo. Judge Velez suffered a myocardial infraction and voluntarily inhibited himself from the case per the October 15, 1993 Order (Records, p. 828). The case was re-raffled to Branch 18 presided by Judge Nazar U. Chavez, who inhibited himself for being related to respondents per the November 5, 1993 Order (Records, p. 831). The parties manifested that they were amenable to having their case decided by Judge Demecillo, who presided over the pairing court of Branch 20. *See* the January 14, 1994 Order; Records, p. 835.

[9] *Rollo*, p. 64; RTC Decision, p. 15.

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The RTC rejected respondents' contention that the sale of Lot 2961 was simulated, because a clear intention to sell it was evident. No deed of resale between petitioner and his mother, Salud, was ever executed; and no case for the annulment of the sale was filed despite the passage of eleven years after the latter's death. Until their death, the parents of petitioner stayed on the said lot with him. Without any objection from respondents, he occupied the disputed lot exclusively and continuously from the time their father died in 1974.

There was no evidence to support the existence of a *contra documento*. Anastacio Gaylo testified that one such document had allegedly been attested to and acknowledged before a notary public in Cagayan de Oro City, but respondents failed to secure a copy from the Regional Trial Court of Misamis Oriental, which was the repository of all documents ratified and acknowledged by notaries public in the province. Salud's revelation that the Deed was made only to enable petitioner to secure a loan was rejected because, being hearsay, the testimonies of Gaylo, Josefa Ramos Reyes and Pureza were inadmissible.

Furthermore, respondents failed to prove the existence of co-ownership between Honorio Sr. and petitioner. Respondents were also estopped from claiming ownership of the questioned lot because in a pleading in the case for settlement of the estate of Salud, Honorio Sr. (respondents' father) had admitted that the disputed lot had validly been sold to petitioner in 1954.

Ruling of the Court of Appeals

Reversing the RTC, the CA held that the Deed of Sale executed between petitioner and Salud Abejuela had been tainted by several "badges of simulation." *First,* if petitioner was the sole owner of the lot, Honorio Sr. would not have been impleaded as petitioner's co-defendant in the earlier partition case. *Second,* the compromise agreement in the said case was not sufficient proof of petitioner's exclusive ownership of the disputed lot. On the contrary, Honorio Sr.'s wife, Pureza, demanded in writing that the said lot be partitioned. *Third,* estoppel did not bar respondents from asking for such partition.

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Fourth, the ten-year prescription period did not run until August 1, 1990, when petitioner expressly repudiated the co-ownership after writing Pureza his refusal to convey her alleged share in the disputed property. Prescription should not be deemed to have started from Salud's death in February 1966, since the lot in question continued to be possessed by petitioner's father (Lucio) until his death in 1974. Thus, the action for conveyance had not yet prescribed.

Hence, this appeal.[10]

The Issues

Petitioner, in his Memorandum,[11] raises the following issues:

"1. Whether or not the Deed of Absolute Sale executed by Salud Abejuela-Ramos on January 11, 1954 was [a] real and genuine sale conveying ownership of the land in favor of the vendee;

"2. Whether or not the evidence of respondents (plaintiffs in the lower court) is strong and convincing enough to overcome a public document of sale duly notarized;

"3. Granting without admitting that there is any merit [to] the claim of the heirs of Honorio Sr. over the subject lot, the same has already prescribed;

"4. Granting without admitting any merit [to] the claim of [the] heirs of Honorio Sr. over the subject property, the same is unenforceable pursuant to the provisions of the Statute of Frauds."[12]

In brief, the main issue is whether the 1954 Deed of Sale executed by Salud in petitioner's favor was simulated.

This Court's Ruling

The Petition is meritorious.

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[10] This case was deemed submitted for decision on November 28, 2000, when this Court received respondents' Memorandum signed by Atty. Emilie Salcedo-Babarin.

[11] Erroneously entitled "Appellant's Brief;" signed by Atty. Manolo Z. Tagarda Sr., counsel for petitioner.

[12] Petitioner's Memorandum, pp. 7-8; *rollo*, pp. 127-128.

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Preliminary Matter

We begin our discussion with the legal principle that the Supreme Court is not a trier of facts.[13] However, where the RTC and the CA arrived at different factual findings, as in this case, we may review the evidence on record.[14]

Main Issue:
Validity of Conveyance

Petitioner disputes the CA finding that the Deed of Absolute Sale between him and his mother, Salud, was simulated. He argues that it was executed with all the formalities and requirements of law; hence, the document is vested with the presumption of regularity and can be impugned only by strong, competent and conclusive proof.

On the other hand, respondents maintain that the presumption of regularity was overturned by several circumstances that prove simulation, as follows: (1) the vendor and the vendee were mother and son, (2) the consideration of ₱1000 for the lot was too low, and (3) petitioner did not have the means to pay for the supposed purchase price.

We are not convinced that the Deed of Sale was simulated. The primary consideration in determining the true nature of a contract is the intention of the parties.[15] Such intention is determined from the express terms of their agreement as well as from their contemporaneous and subsequent acts.[16] When they have no intention to be bound at all, the purported contract is absolutely simulated and void.[17] When they conceal their

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[13] *Alba Vda. De Raz v. Court of Appeals,* 314 SCRA 36, 49-50, September 9, 1999.

[14] *Lustan v. Court of Appeals,* 266 SCRA 663, 670, January 27, 1997.

[15] *Nazareno v. Court of Appeals,* 343 SCRA 637, 652, October 18, 2000.

[16] *Cruz v. Bancom Finance Corporation,* GR No. 147788, March 13, 2002, p. 7; *Velasquez v. Court of Appeals,* 345 SCRA 468, 473, November 22, 2000; *People's Aircargo & Warehouse Co., Inc. v. Court of Appeals,* 297 SCRA 170, 189, October 7, 1998.

[17] *Ibid*; *id*; Art. 1345, 1346 & 1409, Civil Code; Justice Jose C. Vitug, *Compendium of Civil Law & Jurisprudence,* revised ed., p. 545.

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true agreement, it is not completely void and they are bound to their real agreement, provided it is not prejudicial to a third person and is not intended for any purpose that is contrary to law, morals, good customs, public order or public policy.[18] A duly executed contract carries with it the presumption of validity. The party who impugns its regularity has the burden of proving its simulation.

In the case at bar, we opine that respondents failed to show simulation. *First,* both the trial and the appellate courts agree that respondents failed to prove the existence of a *contra documento.* The evidentiary weight of Anastacio Gaylo's testimony that the *contra documento* was shown to him by Salud herself is weak, considering that there was no explanation why parol evidence had been resorted to, when the best evidence would have been the *contra documento* itself.[19]

Second, mere mother-son relationship between the vendor and the vendee does not prove their lack of intention to be bound by the 1954 Deed of Absolute Sale. Not all contracts

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[18] *Id.*

[19] Sec. 2, Rule 130 of the Rules on Evidence, provides:

"SEC. 2. *Original writing must be produced; exceptions;* — There can be no evidence of a writing the contents of which is the subject of inquiry, other than the original writing itself, except in the following cases:

(a) When the original has been lost, destroyed, or cannot be produced in court;

(b) When the original is in the possession of the party against whom the evidence is offered, and the latter fails to produce it after reasonable notice;

(c) When the original is a record or other document in the custody of a public officer;

(d) When the original has been recorded in an existing record a certified copy of which is made evidence by law;

(e) When the original consists of numerous accounts or other documents which cannot be examined in court without great loss of time and the fact sought to be established from them is only the general result of the whole."

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between family members are fictitious because, by itself, consanguinity is not proof of simulation. In declaring the sale as fictitious, the CA relied on *Suntay v. Court of Appeals,*[20] which ruled that "[t]he father who promises to bring home a box of tools for his boy is not bound in contract x x x [because] the transaction was understood by the parties not to have jural effects. x x x. [This principle] has been judicially applied to x x x a writing representing merely a family understanding."

In *Suntay*, the Court said that the relationship between the buyer and seller may be deemed a token of simulation because, among Filipinos, an uncle would almost naively lend his land title to his nephew and agree to its cancellation in favor of the latter, given the trust and intimacy between them. But this statement should be understood in the context of the said case that a Deed of Resale was presented, and that the vendee never exercised acts of ownership over the disputed land. Here, despite the relation, intimacy and trust between petitioner and his mother, such crucial factor as a *contra documento* was not proven. Moreover, as will be shown later, petitioner exercised acts of dominion over the property that is the subject of the present controversy.

Respondents claim that petitioner did not pay any consideration, because he was not yet gainfully employed in 1954 when the Deed of Sale was executed. He vehemently disputed this allegation, however, pointing out in his testimony that, in fact, he was already working for a law firm in the province and earning a decent salary.[21] Since no evidence was presented to show how much the lot was worth in 1954, there is no basis for saying that the price was too low.

The CA cited two more circumstances to show that the Deed was simulated. *First,* in the case for the partition of the estate of their mother, Juan and Josefa Ramos impleaded Honorio Sr. as petitioner's co-defendant. *Second,* in the compromise

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[20] 251 SCRA 430, 450, December 19, 1995.

[21] TSN, August 6, 1992, pp. 13-17.

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judgment, petitioner did not demand the delivery of the disputed lot exclusively to him, as he did in the case of another parcel of land (Parcel 5). According to the CA, this inference is bolstered by the demand for partition expressed by Pureza Ramos to enable her to enjoy exclusive dominion over her husband's share in Lot 2961.

After a careful examination of the records, we believe that the CA merely speculated on the intentions behind the parties' actions in the settlement case. The mere allegation that Honorio Sr. and petitioner were co-owners did not confer co-ownership on them. Under Section 10, Rule 3 of the Rules of Court, a person whose consent as a co-plaintiff cannot be obtained may be impleaded as a defendant. In the present case, co-ownership cannot be implied from the failure of petitioner to expressly demand the delivery of Lot 2961 solely to him. He did not have to do so, because he was already in possession of it.

In a civil case, the plaintiff has the burden of proving facts asserted in the complaint, petition or declaration.[22] Hence, respondents — as plaintiffs in the case for partition and annulment of contract — had the burden of showing that the 1954 Deed was simulated, a burden they failed to discharge.

The trial court ruled that simulation had not been proven for the following reasons: (1) respondents failed to present a witness who was present during the execution of the Deed of Sale, and who could have testified that Salud had not intended to sell the disputed land to petitioner; (2) the existence of the *contra documento* was not established; and (3) the testimonies of the children that their mother had told them that the sale was simulated were inadmissible in evidence for being hearsay.

Suntay v. CA[23] ruled that the most "protuberant index of simulation" was not the relationship between the ostensible vendor and vendee. Rather, it was the complete absence, on

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[22] Ricardo J. Francisco, *Evidence,* 2nd ed., pp. 384-385; Florenz D. Regalado, *Remedial Law Compendium,* revised ed., p. 795.

[23] 251 SCRA 430, 450, December 19, 1995.

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the part of the vendee, of any attempt in any manner to assert his rights of ownership over the disputed property. The supposed buyer's failure to take exclusive possession of the property allegedly sold or, alternatively, to collect rentals is contrary to the principle of ownership. Such failure is a clear badge of simulation that renders the whole transaction void pursuant to Article 1409 of the Civil Code.[24]

In the present case, however, the evidence clearly shows that petitioner hired tenants to take care of and to harvest coconuts from Lot 2961.[25] Without any protest from Salud or respondents, he declared the property for taxation and paid realty taxes on it in his name.[26] His actions negated respondents' allegation that the parties never intended to be bound by the assailed contract.

On the other hand, Pureza testified that when petitioner approached her husband, Honorio Sr., to share in paying the disturbance compensation to a tenant who had mistakenly planted on the disputed property, her husband refused. The refusal of Honorio Sr. belied respondents' claim of co-ownership.[27] If their father was really a co-owner of the disputed lot, they should have brought up the fact and insisted on having Lot 2961 declared in the Compromise Judgment as co-owned by petitioner and Honorio Sr.

Respondents claim that the disputed lot was intended to be given by Salud to petitioner and Honorio Sr. as part of their inheritance. The settlement of the estate of Salud, therefore, was the most appropriate opportunity for respondents to establish their claim over the property. Having passed up that chance, laches and estoppel have now set on them.

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[24] *Santiago v. Court of Appeals,* 278 SCRA 98, 107, August 21, 1997; 278 SCRA 98, 108, August 21, 1997; *Reyes v. Court of Appeals,* 315 SCRA 626, 635-637, September 30, 1999.

[25] TSN, August 6, 1992, pp. 17-21.

[26] Exhs. 2 *et seq.* and 3 *et seq.*

[27] TSN, March 10, 1992, pp. 36-38.

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Laches is the failure or neglect, for an unreasonable and unexplained length of time, to do that which could or should have been done earlier through the exercise of due diligence.[28] It is only fair and reasonable to apply this rule to this case, because Pureza is a lawyer too.[29]

The notarization of a document does not guarantee its validity, because it is not the function of a notary public to validate an instrument that was never intended by the parties to have any binding legal effect on them.[30] However, in this case, we find no reason to declare the 1954 Deed simulated, because respondents failed to discharge their burden of proving that it was indeed fictitious. Therefore, the presumption of regularity and validity of the 1954 Deed of Sale stands.

Additional Issues:
Prescription and Unenforceability

Having already ruled on the validity of the 1954 Deed of Sale, it is no longer necessary to pass upon the other issues raised by petitioner, namely: prescription and unenforceability.

WHEREFORE, the Petition is *GRANTED*. The assailed Decision is *REVERSED* and *SET ASIDE*, and the RTC Decision dated May 6, 1994, *REINSTATED*. No pronouncement as to costs.

SO ORDERED.

Vitug, (Acting Chairman), *Sandoval-Gutierrez,* and *Carpio, JJ.*, concur.

Melo, J., (Chairman), abroad on official leave.

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[28] *De Vera v. Court of Appeals,* 305 SCRA 624, 632, April 14, 1999; *Republic v. Court of Appeals,* 301 SCRA 366, 378-379, January 21, 1999.

[29] TSN, March 10, 1992, p. 7.

[30] *Santiago v. CA, supra*, p. 108; *Nazareno v. CA, supra*; *Suntay v. CA, supra.*