Supreme Court E-Library

second motion for reconsideration. Section 14 of the NLRC rules cannot be construed as to prevent the NLRC from relieving itself from patent errors in order to render justice. Technical rules of procedure are not meant to frustrate but to facilitate justice. This norm finds more application in administrative agencies which were created to dispense justice with greater freedom from the strictures of technical rules of procedure.

WHEREFORE, premises considered, the petition is dismissed for lack of merit. No costs.

SO ORDERED.

Melo (Acting Chairman), Mendoza, and *Martinez, JJ.*, concur.

SECOND DIVISION

[A.C. No. 3046. October 26, 1998]

REGALADO DAROY, *complainant, vs.* **ATTY. ESTEBAN ABECIA,** *respondent.*

SYNOPSIS

Respondent was charged with malpractice by complainant for allegedly forging, in 1971, his signature in a deed of absolute sale of a piece of land sold to him at public auction to satisfy a judgment rendered in his favor in an ejectment case where respondent acted as his counsel. Complainant alleged that the forging of his signature led to the eventual transfer of the property to respondent's wife, Nena Abecia, and that he discovered the fraud only in 1984. A complaint for falsification of public document was also filed against respondent in connection therewith. The parties agreed that respondent's answer and the affidavits of his witnesses as well as his own would be considered as their direct testimonies would be considered evidence. In

Supreme Court E-Library

his answer, respondent denied forging complainant's signature and alleged that complainant really sold the lot to Jose Gangay, who then sold the lot to respondent' wife in 1971. He also declared that the wife of complainant, Mrs. Daroy, Mrs. Gangay and his wife, Mrs. Abecia, are sisters. He cited the Sheriff Return of Service dated August 6, 1973 wherein the sheriff declared that complainant and his assignee, Nena Abecia, the wife of respondent, were formally placed in actual and physical possession of the subject lot and in whose name the title to the land had in fact been transferred. The Notary public who notarized the questioned deed affirmed that complainant and his wife appeared before him and in his presence signed the document. Also Daisy Felicilda, in her affidavit, stated that she was a witness to the document and that she saw complainant signed the deed. The IBP Commissioner, in his report, found respondent guilty of malpractice and recommended his dismissal. The Board of Governors of the IBP approved the report, but reduced the penalty to indefinite suspension. Respondent moved for reconsideration and/or appeal.

Complainant had the burden of proving that contrary to the recital in the jurat he and his wife never appeared before the notary public and acknowledged the deed to be their voluntary act, but he failed. Thus, the resolution of the IBP Board of Governors was reconsidered and the complaint against respondent was dismissed.

SYLLABUS

CIVIL LAW; OBLIGATIONS AND CONTRACTS; SALES; LAWYER CANNOT ACQUIRE PROPERTY OF CLIENT WHICH IS THE SUBJECT OF LITIGATION.— The prohibition in Art. 1491 does not apply to the sale of a parcel of land, acquired by a client to satisfy a judgment in his favor, to his attorney as long as the property was not the subject of the litigation. For indeed, while judges, prosecuting attorneys, and others connected with the administration of justice are prohibited from acquiring "property or rights in litigation or levied upon in execution," the prohibition with respect to attorneys in the case extends only to "property and rights which may be the object of any litigation in which they may take part by virtue of their profession."

Supreme Court E-Library

APPEARANCES OF COUNSEL

Arthem Maceda Potian for complainant.

D E C I S I O N

MENDOZA, *J.*:

This refers to the complaint for malpractice filed by Regalado Daroy (now deceased) against Esteban Abecia, a member of the Bar. Complainant Daroy accused respondent Abecia of having forged his signature in a deed of absolute sale by means of which the latter was able to transfer a parcel of land in Opol, Misamis Oriental, first to Jose Gangay and eventually to his (respondent's) wife Nena Abecia.

The facts of the instant case are as follows:

Respondent Abecia was counsel of complainant Daroy in a case for forcible entry before the Municipal Trial Court of Opol, Misamis Oriental.[1] Judgment was rendered in favor of complainant as plaintiff in the ejectment case, ordering the defendants to pay damages, attorney's fees, and the costs of the suit. To satisfy the judgment, the sheriff sold at public auction on March 25, 1971 a parcel of land belonging to one of the defendants to complainant Daroy as highest bidder for ₱1,250.00. Upon failure of the defendants to redeem the land, its ownership was consolidated in complainant Daroy.

Complainant Daroy claimed that respondent Abecia forged his signature in a deed of absolute sale, dated March 31, 1971, transferring the subject parcel of land to Jose Gangay purportedly for the sum of ₱1,250.00 and that in a fictitious deed of absolute sale, dated April 17, 1971, it was made to appear that Gangay in turn conveyed the land to Nena Abecia, wife of respondent Abecia, for the sum of ₱1,350.00.[2] Complainant alleged that he entrusted the title to the land (TCT No. T-315) to Abecia

---

[1] Answer, Annex "7", *Rollo*, pp. 18-20.

[2] Complaint, *Rollo*, pp. 1-2.

Supreme Court E-Library

as his counsel and allowed him to take possession of the land upon the latter's request. By means of the forged deed of sale, Abecia was able to obtain new transfer certificates of title, first in the name of Gangay and then in that of Mrs. Abecia, from the Registry of Deeds of Misamis Oriental.[3] Daroy claimed he discovered the fraud only in 1984.

Daroy submitted in evidence a report of the National Bureau of Investigation, which had examined the deed of sale in favor of Jose Gangay, showing that Daroy's signature in the deed of sale had been written by a different hand. In addition, Daroy presented the affidavit, executed on August 10, 1988, of Anita Gangay, wife of Jose Gangay, in which she retracted an earlier affidavit executed on June 5, 1985. In the first affidavit, she stated that she had bought the land in question from Regalado Daroy and then sold it to her sister Nena Abecia, wife of respondent Esteban. Now, in her present affidavit, it is stated that she did not buy the land from Daroy nor later sell it to Nena Abecia and that she really did not know anything about the controversy between Regalado Daroy and Esteban Abecia, both of whom are her brothers-in-law. (It appears that Mrs. Conchita Daroy, Mrs. Anita Gangay, and Mrs. Nena Abecia are sisters, although Conchita Daroy and Regalado Daroy are not married but lived together in a common-law relationship.)

A complaint for falsification of public document was also filed against respondent Abecia in the Office of the City Prosecutor of Cagayan de Oro which, however, dismissed the same.[4] On appeal, then Undersecretary of Justice Silvestre H. Bello III reversed on May 6, 1988 the findings of the City Prosecutor of Cagayan de Oro and consequently ordered the filing of the corresponding information in court.[5] Accordingly, City Prosecutor Rodolfo R. Waga filed an information for falsification of public document, dated

---

[3] *Ibid.*

[4] *Rollo*, pp. 21-26.

[5] IBP Records, pp. 15-18.

Supreme Court E-Library

June 30, 1988, with the Regional Trial Court of Misamis Oriental.[6]

Respondent Abecia was unable to attend the hearings. He asked for their transfer to Cagayan de Oro on the ground that he did not have the means to travel, but his request was apparently denied *sub silencio* as the Commission continued the hearings in Pasig, Metro Manila. As a result only his counsel was present at the hearings.[7]

As respondent reiterated his request for the transfer of venue, it was agreed at the hearing of January 30, 1989 that respondent's answer, dated August 3, 1987, and the affidavits of his witnesses as well as his own would be considered as their direct testimonies.[8]

In his answer, respondent Esteban Abecia maintained that on March 31, 1971, Regalado Daroy sold the land in question to Jose Gangay, and the latter in turn sold the land to Nena Abecia on April 17, 1971. He cited the sheriff's return, dated August 6, 1973, in which it was stated that on August 4, 1993 "Regalado Daroy and his assignee Nena Abecia were . . . placed in actual possession of the parcel of land subject matter of the Deed of Conveyance and Possession."[9] He also referred to the resolution of the Assistant Provincial Fiscal of Misamis Oriental, who dismissed the complaint for grave coercion and malicious mischief filed by Gertrudes De Bajuyo, one of the defendants in the ejectment case, against Regalado Daroy and Nena Abecia for the demolition of her house, precisely on the basis of "the right of Mrs. Nena Abecia . . . as assignee to do whatever she wants to do of the things she owns."[10]

On July 15, 1993, Commissioner Plaridel C. Jose rendered a report finding respondent Abecia guilty of malpractice and

---

[6] *Id.*, p. 22.

[7] *Rollo*, pp. 65-68.

[8] *Id.*, p. 66.

[9] Answer, Annex "9", *Rollo*, p. 27.

[10] Answer,Annex "10", *Id.*, p. 29.

Supreme Court E-Library

recommending his disbarment. In his report, Commissioner Jose stated:[11]

> . . . In the course of his law practice, the respondent handled several cases in behalf of the complainant Regalado Daroy, among which is Civil Case No. 3288, wherein a parcel of land located at Opol, Misamis Oriental covered by TCT No. T-15924 (TCT No. T-315) was the subject of litigation. In the course of handling the same, the complainant entrusted to the respondent the pertinent documents necessary in the said case which included his said TCT No. T-15924.
>
> In the year 1971, without the knowledge of the complainant, a document entitled Deed of Sale dated March 31, 1971 was executed and notarized by Notary Public Erasmo G. Damasing as Doc. No. 68, Page No. 16, Book No. VIII, Series of 1971, which appears to have been signed by complainant Regalado Daroy, thereby conveying the said property in favor of a certain Jose Gangay, married to Anita Basmayor, by virtue of which TCT No. T-15925 was issued in the name of Jose Gangay.
>
> Two weeks thereafter, under date of April 17, 1971, the said Jose Gangay executed a Deed of Sale of the same property in favor of Mrs. Nena Abecia, the wife of the respondent, by virtue of which TCT No. T-15926 was issued in the name of Nena Abecia, married to Atty. Esteban Abecia, the respondent.
>
> Sometime in the year 1984, the complainant discovered that his said property was already in the name of Mrs. Nena Abecia and Atty. Esteban Abecia.
>
> . . . .
>
> The foregoing evidence sufficiently proved respondent's acts complained of in the present case. . . . The significant fact is that the herein respondent was instrumental and responsible for falsifying the signature of his client, complainant Daroy, in the deed of conveyance in favor of Jose Gangay, for which he is at present criminally charged in Criminal Case No. 88-443 before the Regional Trial Court of Misamis Oriental.
>
> In an unclear manner, respondent tried to justify his act by alleging that the transfer of his client's property to his wife was proper because

[11] *Rollo*, pp. 70-76.

Supreme Court E-Library

he allegedly was not paid for his professional services. Such allegation, even if true, would not exculpate him from liability. A lawyer who executed with his client a deed transferring ownership over a parcel of land involved in a pending litigation as his attorney's fees violates the rule prohibiting the purchase of property in litigation by a lawyer from his client.

. . . What is saddening is the fact that he is presently an incumbent labor arbiter of the National Labor Relations Commission with the delicate responsibility of administering justice to the parties before him. . . . The Commission has no alternative but to recommend his disbarment. It is likewise recommended that the National Labor Relations Commission be furnished with these findings for its guidance and appropriate action.

The Board of Governors of the Integrated Bar of the Philippines in Resolution No. XI-94-072, dated March 26 1994,[12] approved the report but reduced the penalty to indefinite suspension.

Respondent Abecia filed a Motion for Reconsideration and/or Appeal. Among other things, he contends that:[13]

. . . . . .

1. The Commission on Bar Discipline erred when it held that complainant had no knowledge of the execution of the Deed of Absolute Sale on March 31, 1971 before Notary Public Erasmo G. Damasing.

Complainant very well knew of the execution of the deed of sale as shown in the Sheriff's Return of Service (Respondent's Annex "9") dated August 6, 1973, where he declared that he was accompanied by the complainant and his assignee, Nena Abecia, in implementing the Deed of Conveyance and Possession on August 4, 1973. The Deputy Sheriff even went as far as declaring that the land was already in the name of complainant's assignee. Paragraph 2 of the said Sheriff's Return of Service is herein quoted verbatim:

"2. The undersigned then proceeded to the parcel of land which is the subject matter of the Deed of Conveyance and Possession

---

[12] *Id.*, p. 64.

[13] IBP Records, pp. 91-93.

Supreme Court E-Library

> together with purchaser Regalado Daroy, his assignee Nena Abecia, Atty. Esteban Abecia, Ex-LTC Registrar Clemente Quiblat, P.M. Salazar, and the Police Sgt. of Opol, Misamis Oriental, Felix Abejuela. Regalado Daroy and his assignee, Nena Abecia, were then formally placed in actual and physical possession of the parcel of land subject matter of the Deed of Conveyance and Possession. Regalado Daroy and his assignee, Nena Abecia, then asserted their ownership of the parcel of land by making use of the improvements found on the land such as the young coconuts and bananas. As a matter of fact the parcel of land is already in the name of Nena Abecia per Transfer Certificate of Title No. T-15926 entered in the Register of Deeds of Cagayan de Oro City on June 18, 1973 at 1:00 P.M." (Italics Ours).

Likewise, in Office File No. 419-74 of the Office of the Provincial Fiscal (Respondent's Annex "10") dated April 18, 1974, wherein complainant Regalado Daroy was the accused, then 4th Asst. Fiscal Alejo G. Rola referred to Nena Abecia as the owner of the subject property by virtue of her being the assignee and/or transferee of the rights of Regalado Daroy.

Furthermore, in Criminal Case No. 88-443 before Branch 25 of the RTC of Misamis Oriental, complainant testified in open court that he came to know of the Deed of Absolute Sale (Exhibit "A") when the sheriff awarded the land to him (TSN, p. 3, Oct. 4, 1989). The Sheriff's Deed of Conveyance and Possession, however, was executed by the Provincial Sheriffs way back in April 11, 1972.

How indeed can complainant now have the temerity to claim that he discovered that the subject property was transferred only in 1984? And how could the Commission on Bar Discipline have overlooked the above evidence and believed the complainant "hook, line and sinker"?

2. The Commission on Bar Discipline erred in not giving credence and weight to the testimony/sworn statement of the Notary Public (Respondent's Annex "4") and the instrumental witnesses to the execution of the questioned Deed of Absolute Sale (Respondent's Annexes "5" and "6"). Between the Notary Public and the complainant, the Notary Public, who is known for his unquestioned integrity, honesty and probity, is more believable. In fact, Notary Public Erasmo G. Damasing, then the incumbent vice-mayor, went on to become the congressman of Cagayan de Oro City. And between the positive

Supreme Court E-Library

identification of the complainant as the person who executed the instrument by the Notary Public (and the instrumental witnesses) and the assertion of the alleged handwriting expert, the positive identification must prevail especially since the questioned signature of complainant has as many strokes as the sample signatures in the documents submitted for comparison.

Respondent's motion is well-taken. As already stated, the land in question was purchased by complainant at the sheriff's sale held on March 25, 1971. The land was owned by Gertrudes de Bajuyo, wife of one of the defendants in the action for forcible entry. Upon the lapse of one year and the failure of the owner to redeem the land, its ownership was consolidated in the name of complainant Regalado Daroy. In his sheriff's Return of Service issued on August 6, 1973 — long before the complaint in this case was filed on May 25, 1987 — Deputy Sheriff Eufrosino P. Castillo stated that when he finally transferred the land to the buyer, he placed in possession of the land not only the buyer, Regalado Daroy, but also the latter's assignee, Nena Abecia, in whose name the title to the land had in fact been transferred. The Deputy Sheriff said in his report:[14]

> 2. The undersigned then proceeded to the parcel of land which is the subject matter of the Deed of Conveyance and Possession together with purchaser Regalado Daroy, *his assignee Nena Abecia*, Atty. Esteban Abecia, Ex-LTC Registrar Clemente Quiblat, P.M. Salazar, and the Police Sgt. of Opol, Misamis Oriental, Felix Abejuela. Regalado Daroy and his assignee, Nena Abecia, were then formally place in actual and physical possession of the parcel of land subject of the Deed of Conveyance and Possession. *Regalado Daroy and his assignee, Nena Abecia*, then asserted their ownership of the parcel of land by making use of the improvements found in the land such as the young coconuts and bananas. As a matter of fact the parcel of land is already *in the name of Nena Abecia* per Transfer Certificate of Title No. T-15926 entered in the Register of Deeds at Cagayan de Oro City on June 18, 1973 at 1:00 P.M.
>
> 3. At about 2:00 P.M. of the same day, August 4, 1973, the undersigned accompanied with police Sgt. Felex Abejuela of

[14] *Rollo*, p. 27 (italics added).

Supreme Court E-Library

> Opol Police Department and P.M. Salazar went to the house of Restituto Bajuyo at Mulugan, Opol, Mis. Or. The undersigned explained to Restituto Bajuyo that *Regalado Daroy and his assignee Nena Abecia* were already placed in actual and physical possession of the parcel of land subject matter of the Deed of Conveyance and Possession and admonished him not to molest *Regalado Daroy and his assignee* or anybody appointed by them to take care of the aforecited parcel of land. He was warned that any violation will be contrary to law and will subject him to court punishment.

It would appear, therefore, that as early as August 4, 1973 Daroy already knew that title to the land had already been transferred in the name of respondent's wife. Complainant's claim that he came to know of such transfer only in 1984 is thus belied. Nor does it appear that the transfer was made without his knowledge and consent. To the contrary, the sheriff's return suggests that Daroy had agreed to such transfer. Hence, the references to Mrs. Abecia as Daroy's assignee.

It appears further that as a consequence of the demolition of the former owner's house, complainant and Mrs. Abecia were charged, together with Deputy Sheriff Eufrosino P. Castillo, with grave coercion/malicious mischief in the Office of the Provincial Fiscal of Misamis Oriental. In his resolution, dated April 18, 1974, dismissing the charges, Assistant Provincial Fiscal Alejo G. Rola stated, among other things:[15]

> The undersigned despite the declaration of complainant Gertrudes de Bajuyo corroborated by the testimony of Josefina Jaraula that she was intimidated by a PC soldier, is of the opinion that such evidence is insufficient to warrant a belief that such an act was in fact done by Sgt. Abalos, because the other witnesses for the complainant namely, Lito Ejina and Jose Jaime never mentioned that there was such intimidation employed by Sgt. Abalos at the time despite the fact that these two (2) aforenamed witnesses, were present at the time and on the date Josefina Jaraula was around. The undersigned is however of the considered opinion that the house occupied by complainant Gertrudes de Bajuyo was demolished by respondents, *but such an act is a right of Mrs. Nena Abecia in her capacity as an*

[15] *Id.*, p. 29 (italics added).

Supreme Court E-Library

assignee to do whatever she wants to do of the thing she owns. Furthermore, the allegation of complainant regarding the intimidation made against her by the PC Sgt. corroborated by the other witness Josefina Jaraula is insufficient to offset the presumption of regularity of performance of an official duty by a public officer, apart from the fact that the testimony of Gertrudes Bajuyo and Josefina Jaraula are of dubious credibility.

Like the sheriff's return made in 1973, this resolution of the Assistant Provincial Fiscal rendered the following year (1974) belies complainant's allegation that the land in question was transferred to Mrs. Abecia without his knowledge and consent and that he came to know about it only in 1984.

The aforementioned documents were attached to the answer of respondent Esteban Abecia. However, despite the parties' agreement made at the hearing held on January 30, 1989, that the said documents would be considered the evidence of respondent Abecia, they were not even mentioned in the report of the Commissioner who investigated the case.

Indeed, what appears to have happened in this case is that the parties thought that because the land had been acquired by complainant at a public sale held in order to satisfy a judgment in his favor in a case in which respondent was complainant's counsel, the latter could not acquire the land. The parties apparently had in mind Art. 1491 of the Civil Code which provides, in pertinent parts, as follows:

ART. 1491. The following persons cannot acquire by purchase, even at a public or judicial auction, either in person or through the mediation of another:

. . . . . .

(5) Justices, judges, prosecuting attorneys, clerks of superior and inferior courts, and other officers and employees connected with the administration of justice, the property and rights in litigation or levied upon an execution before the court within whose jurisdiction or territory they exercise their respective functions; *this prohibition includes the act of acquiring by assignment and shall apply to lawyers, with respect to the property and rights which may be the*

Supreme Court E-Library

object of any litigation in which they may take part by virtue of their profession.[16]

Of course, the parties were mistaken in thinking that respondent could not validly acquire the land. In *Guevara v. Calalang*,[17] on facts similar to those in this case, we held that the prohibition in Art. 1491 does not apply to the sale of a parcel of land, acquired by a client to satisfy a judgment in his favor, to his attorney as long as the property was not the subject of the litigation. For indeed, while judges, prosecuting attorneys, and others connected with the administration of justice are prohibited from acquiring "property or rights in litigation or levied upon in execution," the prohibition with respect to attorneys in the case extends only to "property and rights which may be the object of any litigation in which they may take part by virtue of their profession."

The point is, the parties in this case thought the transfer of the land to respondent Abecia was prohibited and so they contrived a way whereby the land would be sold to Jose Gangay, whose wife Anita is the sister of Mrs. Nena Abecia, and then Gangay would sell the land to Mrs. Abecia. As Jose Gangay stated in his affidavit of March 6, 1985:[18]

4. T - *Ano ba ang iyong masasabi tungkol sa nangyari*?

S - *Sinabihan ako ni Atty. Esteban Abecia, sapagkat siya raw ang abogado sa lupang pinagkaguluhan, hindi maari na siya ang nakalagay na nagbili ng upa sa kanyang cliente na si Regalado Daroy, dahil laban raw sa kanilang batas sa mga abogado, kaya sinabihan ako ni Atty. Esteban Abecia na maari bang gamitin niya ang pangalan ko na ako raw ang nakabili sa lupa ni Regalado Daroy at paglipas raw ng isang taon, ay kanya ng ilipat sa pangalan sa documento at titulo hanggang sa pangalan ng kanyang asawa na si Nena Abecia.*

---

[16] Italics added.

[17] 117 SCRA 7 (1982).

[18] IBP Records, pp. 39-40.

Supreme Court E-Library

5. T - *Sumagot ka ba sa hiling ni Atty. Esteban Abecia*?

   S - *Opo, pumayag ako dahil silang dalawa, si Regalado Daroy at si Atty. Esteban Abecia ay aking mga bilas, sapagkat ang isa't-isa naming mga asawa ay magkakapatid.*

6. T - *Ano man ang nangyari pagkatapos noon*?

   S - *Isang araw, ay pumunta si Atty. Esteban Abecia sa amin at sinama niya ako doon kay Atty. Wilfredo Linaac upang ipa tunayan ang aking pangalan doon sa documento sa pagbili, at dahil doon, iyong documento sa pabili ay na notariohan ni Atty. Wilfredo Linaac.*

7. T - *Binayaran ba kayo ni Nena Abecia at ni Atty. Esteban Abecia sa pera na naghaga ng isang libo tatlong daan at limang[pung] pesos (₱1,350.00) na iyong ang halaga sa lupa.*

   S - *Wala.*

8. T - *Ipakita ko sa iyo itong documento ng pagbili at may takda ng petsa na Abril 17, 1971 notariadad ni Atty. Wilfredo Linaac Signes sa Doc. No. 333, Pahina 48, Aklat No. VI; taon series sa 1971; ano mang ang kaugnayan nito sa documento ng pagbili*?

   S - *Ang lahat na mga papiles sa sinasabi ninyo ay wala akong nalalaman, ang nalaman ko lang noon akoy dinala ni Atty. Esteban Abecia sa oficina ni Atty. Wilfredo Linaac tinanong ako kong aking pirma iyong sa sa documento.*

The sale of the land to Gangay may be fictitious and, therefore, void, but that complainant Regalado Daroy intended to convey the land ultimately to respondent Esteban Abecia appears to be the case.

It is true that the NBI found the signature of Regalado Daroy on the deed of sale made in favor of Jose Gangay to have been forged. But Erasmo Damasing, the notary public who notarized the deed, affirmed that Daroy and his wife appeared before him on March 31, 1971 and, in his presence, signed the document

Supreme Court E-Library

in question.[19] Daisy Felicilda likewise stated in an affidavit executed on February 17, 1986 that she was a witness to the execution of the deed of sale and that she saw Daroy signing the deed of sale.[20]

Daroy never denied these claims of the notary public and a witness to the execution of the deed of sale. Nor was the NBI writing expert ever called to testify on his finding that the signature of Daroy in the deed of sale appeared to have been signed by a different hand. The finding that the deed of sale was forged was simply implied from the report of the NBI writing expert. As complainant, Daroy had the burden of proving that contrary to the recital in the jurat he and his wife never appeared before the notary public and acknowledged the deed to be their voluntary act.

WHEREFORE, the resolution dated March 26, 1994, of the IBP Board of Governors is RECONSIDERED and the complaint against respondent Esteban Abecia is DISMISSED.

SO ORDERED.

Melo (Acting Chairman), Puno, and *Martinez, JJ.,* concur.

FIRST DIVISION

[G.R. No. 126689. October 27, 1998]

LA CARLOTA PLANTERS ASSOCIATION INC./ RUDOLFO AZCONA, *petitioners, vs.* **NATIONAL LABOR RELATIONS COMMISSION (FOURTH DIVISION) and FELIX COMPACION,** *respondents.*

---

[19] Answer, Annex "4", *Rollo*, p. 15.

[20] Answer, Annex "6", *Id.*, p. 17.