



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

PROVINCE OF CEBU,
Petitioner,

G.R. No. 214115

Present:

- versus -

CAGUIOA, *J.*, Chairperson,
INTING,
GAERLAN,
DIMAAMPAO, and
SINGH, *JJ.*

**SPS. VICTOR AND CATALINA
GALVEZ,**
Respondents.

Promulgated:

February 15, 2023
Mis D De Batt

DECISION

DIMAAMPAO, J.:

At the crux of this Petition for Review on *Certiorari*¹ are the *Decision*² of the Court of Appeals (CA) in CA-G.R. CV No. 04281, affirming the *Decision*³ of Branch 10 of the Regional Trial Court of Cebu City, and the *Resolution*⁴ denying the motion for reconsideration⁵ of the Province of Cebu (petitioner). The case arose from an action for Specific Performance with Damages filed by the Spouses Victor and Catalina Galvez against petitioner, involving the subject realties located in Fuente Osmeña and Lahug, both in Cebu City.

¹ *Rollo*, pp. 3–27.

² *Id.* at 28–44. The Decision dated April 14, 2014 was penned by Associate Justice Edgardo L. Delos Santos (now a retired Member of this Court) and concurred in by Associate Justices Marilyn B. Lagura-Yap and Jhosep Y. Lopez (now a Member of this Court).

³ *Id.* at 50–62. The March 31, 2009 Decision was penned by Judge Soliver C. Peras.

⁴ *Id.* at 45–47. The August 12, 2014 Resolution was penned by Associate Justice Edgardo L. Delos Santos (now a retired Member of this Court) and concurred in by Associate Justices Marilyn B. Lagura-Yap and Jhosep Y. Lopez (now a Member of this Court).

⁵ *Id.* at 372–386.

9

The precursor facts unfurl as follows:

On February 4, 1964, the Provincial Board of Cebu issued Resolution No. 168 donating 210 parcels of land to the City of Cebu. Among the donated realties were Lot No. 526-B of the Banilad Estate in Fuente Osmeña, Cebu City and Lot No. 1072 in La Guardia, Lahug, Cebu City. Upon acceptance by the City of Cebu, the City Council passed Ordinance No. 522, authorizing the City Mayor to sell the parcels of land by public auction. Ensuingly, the City of Cebu conducted three public biddings on June 26, 1965, July 19, 1965, and August 5, 1965.⁶

During the June 26, 1965 public auction, respondents were awarded their bid for a portion of Lot No. 526-B, which they were occupying as lessees, with an area of 300 square meters (now part of Lot No. 2-B-2 of the subdivision plan Psd 092217-25026), for a total price of PHP 24,300.00, with a down payment of PHP 4,860.00 and the balance of PHP 19,440.00 to be paid in equal installments within a period of three years.⁷ Accordingly, a Contract of Purchase and Sale⁸ dated August 12, 1965 was executed between them.

Similarly, during the public auction on August 5, 1965, respondents were awarded their bid for Lot No. 1072 for the price of PHP 78,893.84, with a down payment of PHP 15,778.77 and the balance of PHP 63,115.07 to be paid in equal installments within a period of three years.⁹ Consequently, a Contract of Purchase and Sale¹⁰ dated August 11, 1965 was executed between them.

However, on August 6, 1965, then Cebu Governor Rene Espina filed a Complaint for the nullification of the Province's donation of the 210 parcels of land, before the Court of First Instance of Cebu, which was docketed as Civil Case No. 238-BC.¹¹ On even date, the Court of First Instance issued a writ of preliminary injunction,¹² enjoining the conveyance of the 210 donated realties. The writ was served upon the City of Cebu on August 9, 1965 and August 10, 1965.¹³

On June 25, 1974, petitioner and the City of Cebu entered into a compromise agreement which the Court of First Instance approved on July 15, 1974. The agreement provided for the return of the donated realties to petitioner, except those which were already utilized by the City of Cebu for parks, shrines and roads-right-of-way, with the proviso that petitioner alone

⁶ *Id.* at 29.

⁷ *Id.*

⁸ *Id.* at 73-76.

⁹ *Id.* at 29.

¹⁰ *Id.* at 77-80.

¹¹ *Id.* at 230-B.

¹² *Id.* at 236-237.

¹³ *Id.* at 238.

would shoulder any liability in connection with the realties which were previously sold to third parties. As a result, the City of Cebu remitted to the petitioner the amount of PHP 187,948.93, representing the deposits given by the buyers of the donated realties, including the payment of respondents.¹⁴

For failure of petitioner to execute the necessary deeds of sale relative to the portion of Lot No. 526-B and Lot No. 1072 (subject realties) in their favor, respondents filed an action for specific performance and damages¹⁵ on July 25, 1994.

In their Complaint,¹⁶ respondents averred that they were innocent purchasers for value of the subject realties, and that the award of the bid in their favor during the public auction was a valid and binding contract. According to them, they attempted to pay the balance of the purchase price, but their payments were refused by the City Treasurer of Cebu because of the pendency of Civil Case No. 238-BC; hence, they had to await the outcome of the case. Thenceforth, by virtue of the compromise agreement between them and the City of Cebu, petitioner was bound to comply with the contracts of sale which were already perfected before the advent of Civil Case No. 238-C. Respondents likewise stressed that on August 1, 1994, they paid the remaining balance of their purchase of the subject realties to petitioner, which was confirmed by then Governor Pablo P. Garcia in a letter¹⁷ dated July 12, 2001.

Contrarily, petitioner challenged the validity of respondents' purchase of the subject realties, asseverating that it was in violation of the writ of preliminary injunction issued by the Court of First Instance. In any event, even if the contracts of sale over the subject realties were perfected, petitioner argued that respondents' failure to pay the three remaining installments automatically rescinded the sale, as specifically provided for in the contract. Petitioner averred further that respondents' cause of action was already barred by estoppel and prescription as they allowed almost 29 years to elapse before filing a complaint for specific performance.¹⁸

On July 26, 1994, respondents' counsel filed a notice of *lis pendens* with the Register of Deeds relative to Transfer Certificate of Title (TCT) No. 122635 covering Lot No. 526-B and TCT No. 64740 covering Lot No. 1072. However, on April 25, 1996, Philippine Veterans Bank (PVB) filed a Motion for Intervention as Party-In-Interest and Cancellation of *Lis Pendens*, seeking the cancellation of the annotation. It appeared that on February 16, 1996, petitioner offered for sale through a public bidding, Lot 2-B-2, consisting of

¹⁴ *Id.* at 30.

¹⁵ *Id.* at 64-72.

¹⁶ *Id.*

¹⁷ *Id.* at 153.

¹⁸ *Id.* at 81-89.



646 square meters, more or less (300 square meters of which were being claimed by respondents), covered by TCT No. 122635, where PVB emerged as the winning bidder.

On March 31, 2009, the trial court rendered a Decision,¹⁹ disposing as follows—

WHEREFORE, IN VIEW OF THE FOREGOING, this Court hereby RESOLVES:

1. To DECLARE [respondents] as co-owners of a portion of Lot No. 526-B (now designated as Lot 2-B-2 of the subdivision plan, Psd-072217-025026, being a portion of Lot 2-B, Psd-07-018769), having an area of 300 sq. meters, situated in the Barrio of Capitol, City of Cebu, which was included in the Deed of Sale in favor of intervenor Philippine Veterans Bank;
2. To DECLARE [respondents] as co-owners of Lot No. 1072 of the Banilad Estate, covered by Transfer Certificate of Title No. 30937;
3. To ORDER [petitioner] to EXECUTE a Deed of Absolute Sale involving the two (2) lots in issue;
4. To ORDER intervenor Philippine Veterans Bank to PAY [respondents] the Current Fair Market Value of that portion of Lot 526-B (now designated as Lot 2-B-2 of the subdivision plan, Psd-072217-025026, being a portion of Lot 2-B, Psd-07-018769), having an area of 300 sq. meters, situated in the Barrio of Capitol, City of Cebu, which was included in the Deed of Sale in favor of intervenor Philippine Veterans Bank;
5. To ORDER [petitioner] and Intervenor Philippine Veterans Bank to PAY, jointly and severally, to [respondents], moral and exemplary damages in the amounts of [PHP] 100,000.00 and [PHP] 50,000.00 respectively; and
6. To ORDER [petitioner] and Intervenor Philippine Veterans Bank, to REIMBURSE, jointly and severally, the [respondents] the contingent attorney's fee in the amount equivalent to 35% of the present value of the 300 sq. meters portion of lot 526-B and Lot No. 1072.

SO ORDERED.²⁰

¹⁹ *Id.* at 50–62.

²⁰ *Id.* at 61–62.

In ruling for respondents, the trial court held thus:

Three significant incidents should be taken into consideration:

1. The **sale by public auction** of the two (2) lots:
 - Lot No. 526-B on **June 26, 1965**
 - Lot No. 1072 on **August 5, 1965**
2. The **execution of the Contract of Purchase and Sale:**
3. The **Issuance by the Court of the Writ of Preliminary Injunction** which was **served on the City of Cebu on August 9 and 10, 1965 per Sheriff's Return dated August 11, 1965.**

x x x x

Article 1315 of the Civil Code provides that a contract is perfected by mere consent, which is manifested by the meeting of the offer and the acceptance upon the thing and the cause which are to constitute the contract. Going over the incidents above-cited, the delivery of the pertinent data and the execution of the Contract of Purchase and Sale, are no longer part of the 'perfection' stage, but is rather part of the 'consummation' stage as the parties – [respondents] and the City of Cebu – were already in the process of fulfilling or performing the terms agreed upon in the contract. Perfection of the contract was during the sale by public auction when [respondents] bid and won the same, agreeing to the purchase price, the specific lot bid upon, and the terms in purchasing the same. The Contract of Purchase and Sale, therefore, executed by and between [respondents] and the City of Cebu is valid.

As borne by the records, [respondents] made the initial downpayment for the two (2) lots, purchased through public auction, which was 20% of the total price of the auctioned lots. Additional deposit in the amount of [PHP] 3,645.00 was, likewise, made by [respondents] for Lot No. 526-B-portion. An 'Additional Deposit to equal the highest bidder' was, also, made by [respondents], in the amount of [PHP] 3,946.13, for Lot No. 1072. Still, another 'Additional Deposit' in the amount of [PHP] 11,838.39, was paid by plaintiffs for Lot No. 1072. [Respondents], then initiated to pay the remaining balance of the purchase price of the two (2) lots. These were turned down by the Provincial Treasurer at that time, as there was still a pending action relating to the donation made by the [petitioner] to the City of Cebu. However, these payments were, later, accepted by the [petitioner]. This, in fact, was acknowledged by [the] then Governor Pablo Garcia, who in his letter to the *Sangguniang Panlalawigan* narrated that, 'After Civil Case No. 238-BC was amicably settled, Galvez paid in full the balance of the two (2) lots (a portion of Lot No. 2-B-2 and Lot No. 1072) to the [petitioner], which the province accepted.'

After a thorough analysis, this Court is of the opinion that [respondents] have already paid in full their obligation on the two (2) lots in issue. While it is true that [respondents] failed to pay its obligations as



scheduled, this cannot be held against the plaintiffs, as suspension of payments was due to the fact that there was a pending case regarding the donation made by the [petitioner] to the City of Cebu.²¹

Crestfallen, petitioner sought recourse²² before the CA which, however, affirmed the decision of the trial court *in toto*.²³ The CA emphasized that the contracts of sale were already perfected during the public auction conducted on June 26, 1965 and August 5, 1965, which were both *before* the issuance of the writ of preliminary injunction on August 6, 1965.²⁴ Furthermore, according to the Court of Appeals, even if the notarized contracts of sale were only formalized and executed after the service of the writ, this fact did not affect the validity and enforceability of said contracts.²⁵

Petitioner then moved for reconsideration²⁶ but its plea was denied in the now-assailed *Resolution*.²⁷

Resolutely standing on its position that there was no perfected contract of sale of the subject realties between respondents and the City of Cebu, petitioner turns to this Court now for relief through the instant Petition for Review on *Certiorari*,²⁸ raising the following issues—

THE TRIAL COURT COMMITTED A REVERSIBLE ERROR IN DECLARING THAT THERE WAS A VALID CONTRACT ENTERED INTO BY THE [RESPONDENTS] AND THE CITY OF CEBU DESPITE THE RECEIPT OF THE LATTER OF THE WRIT OF PRELIMINARY INJUNCTION TWO (2) DAYS BEFORE THE EXECUTION OF THE CONTRACT OF PURCHASE AND SALE FOR THE LOTS SUBJECT TO THIS CASE.

THE TRIAL COURT ERRED IN DECLARING THAT THERE INDEED WAS FULL PAYMENT OF THE PURCHASE PRICE OF THE LOTS SUBJECT TO THIS CASE DESPITE FAILURE OF THE [RESPONDENTS] TO PROVE THAT THERE WAS VALID TENDER AND CONSIGNATION OF PAYMENT.

THE TRIAL COURT ERRED IN DECLARING THAT THE [RESPONDENTS] WERE NOT GUILTY OF LACHES.

THE TRIAL COURT ERRED IN AWARDING THE [RESPONDENTS] MORAL AND EXEMPLARY DAMAGES.

²¹ *Id.* at 56–57; emphasis, underscoring and italics supplied.

²² *Id.* at 311–326.

²³ *Id.* at 44.

²⁴ *Id.* at 36.

²⁵ *Id.* at 37.

²⁶ *Id.* at 372–386.

²⁷ *Id.* at 45–47.

²⁸ *Id.* at 3–27.



THE TRIAL COURT ERRED IN ORDERING THE [PETITIONER] TO REIMBURSE PLAINTIFF'S (sic) THE CONTINGENT ATTORNEY'S FEES EQUIVALENT TO 35% OF THE PRESENT VALUE OF THE 300 SQ. METERS PORTION OF LOT 526-B AND LOT NO. 1072.²⁹

Petitioner intransigently proffers the theory that the contracts of sale were not valid since their formalization was only completed after the service of the writ of preliminary injunction, which specifically prohibited such conveyances. Petitioner thus postulates that the City of Cebu had no right to sell the subject realties to the respondents by virtue of the injunctive writ.

Petitioner also maintains that there was no valid tender of payment from respondents, and even if there was, it was still ineffective since the requisites of consignation were not sufficiently complied with. Further, petitioner insists that respondents were guilty of laches due to their failure to assert their claim over the subject realties for 29 long years.

Petitioner's avouchment fails to inspire assent.

Upon a sedulous examination of the records, and based on the applicable laws and jurisprudence, this Court discerns no error on the part of the CA in declaring that there were valid contracts of sale between respondents and the City of Cebu. The issue has already been squarely addressed by this Court in the case of *Province of Cebu v. Heirs of Morales*:³⁰

A sale by public auction is perfected "when the auctioneer announces its perfection by the fall of the hammer or in other customary manner." It does not matter that Morales merely matched the bid of the highest bidder at the said auction sale. The contract of sale was nevertheless perfected as to Morales, since she merely stepped into the shoes of the highest bidder.

Consequently, there was a meeting of minds between the City of Cebu and Morales as to the lot sold and its price, such that each party could reciprocally demand performance of the contract from the other. A contract of sale is a consensual contract and is perfected at the moment there is a meeting of minds upon the thing which is the object of the contract and upon the price. From that moment, the parties may reciprocally demand performance subject to the provisions of the law governing the form of contracts. The elements of a valid contract of sale under Article 1458 of the Civil Code are: (1) consent or meeting of the minds; (2) determinate subject matter; and (3) price certain in money or its equivalent. All these elements were present in the transaction between the City of Cebu and Morales.

²⁹ *Id.* at 6--7.

³⁰ 569 Phil. 641, 648 (2008); citations omitted.



There is no merit in petitioner's assertion that there was no perfected contract of sale because no "Contract of Purchase and Sale" was ever executed by the parties. As previously stated, a contract of sale is a consensual contract that is perfected upon a meeting of minds as to the object of the contract and its price. Subject to the provisions of the Statute of Frauds, **a formal document is not necessary for the sale transaction to acquire binding effect. For as long as the essential elements of a contract of sale are proved to exist in a given transaction, the contract is deemed perfected regardless of the absence of a formal deed evidencing the same.**

Similarly, petitioner erroneously contends that the failure of Morales to pay the balance of the purchase price is evidence that there was really no contract of sale over the lot between Morales and the City of Cebu. On the contrary, **the fact that there was an agreed price for the lot proves that a contract of sale was indeed perfected between the parties. Failure to pay the balance of the purchase price did not render the sale inexistent or invalid, but merely gave rise to a right in favor of the vendor to either demand specific performance or rescission of the contract of sale.** It did not abolish the contract of sale or result in its automatic invalidation.

As correctly found by the appellate court, the contract of sale between the City of Cebu and Morales was also **partially consummated**. The latter **had paid the deposit and downpayment for the lot in accordance with the terms of the bid award**. She first occupied the property as a lessee in 1961, built a house thereon and was continuously in possession of the lot as its owner until her death in 1969. Respondents, on the other hand, who are all surviving heirs of Morales, likewise occupied the property during the latter's lifetime and continue to reside on the property to this day.

The stages of a contract of sale are as follows: (1) *negotiation*, covering the period from the time the prospective contracting parties indicate interest in the contract to the time the contract is perfected; (2) *perfection*, which takes place upon the concurrence of the essential elements of the sale which are the meeting of the minds of the parties as to the object of the contract and upon the price; and (3) *consummation*, which begins when the parties perform their respective undertakings under the contract of sale, culminating in the extinguishment thereof. In this case, respondents' predecessor **had undoubtedly commenced performing her obligation by making a down payment on the purchase price. Unfortunately, however, she was not able to complete the payments due to legal complications between petitioner and the city.**

Thus, the City of Cebu could no longer dispose of the lot in question when it was included as among those returned to petitioner pursuant to the compromise agreement in Civil Case No. 238-BC. **The City of Cebu had sold the property to Morales even though there remained a balance on the purchase price and a formal contract of sale had yet to be executed. Incidentally, the failure of respondents to pay the balance on the purchase price and the non-execution of a formal agreement was sufficiently explained by the fact that the trial court, in Civil Case No. 238-BC, issued a writ of preliminary injunction enjoining the city from**



further disposing the donated lots. According to respondents, there was confusion as to the circumstances of payment considering that both the city and petitioner had refused to accept payment by virtue of the injunction. It appears that the parties simply mistook Lot 646-A-3 as among those not yet sold by the city.

The City of Cebu was no longer the owner of Lot 646-A-3 when it ceded the same to petitioner under the compromise agreement in Civil Case No. 238-BC. At that time, the city merely retained rights as an unpaid seller but had effectively transferred ownership of the lot to Morales. As successor-in-interest of the city, petitioner could only acquire rights that its predecessor had over the lot. These rights include the right to seek rescission or fulfillment of the terms of the contract and the right to damages in either case.³¹ [Emphasis supplied]

As adumbrated, a contract of sale is a consensual contract and is *perfected* at the moment there is a meeting of the minds upon the thing which is the object of the contract and upon the price. In this case, it was during the two public auctions *before* the issuance of the injunctive writ, that respondents were already awarded their respective bids for the subject realties under the following terms: a portion of Lot No. 526-B with an area of 300 square meters for [PHP] 24,300.00, with a down payment of [PHP] 4,860.00 and the balance of [PHP] 19,440.00 to be paid in equal installments within a period of three years and Lot No. 1072 for [PHP] 78,893.84, with a down payment of [PHP] 15,778.77 and the balance of [PHP] 63,115.07 to be paid in equal installments within a period of three years. Clearly, with the perfection of the two contracts of sale coupled with respondents' down payments, their right over the subject realties is beyond doubt.

Anent petitioner's asseveration that respondents failed to pay the remaining balance of the purchase price, this matter calls for a reassessment of the factual findings of the courts *a quo*. Having availed of a review of the CA's decision *via* a petition for review on *certiorari*, petitioner is now precluded from raising factual issues. Section 2 of Rule 45 of the Rules of Court is clear. Only questions of law may be raised in the petition for review on *certiorari* and must be distinctly set forth.³² *Ergo*, the CA's finding — that there is sufficient evidence to establish full payment by respondents of the purchase price of the subject realties — stands. The Court of Appeals declared —

[T]he Court concurs with the RTC that the full payment has already been given by the [respondents] and later accepted by the petitioner. The record discloses that **the downpayments for the two lots were duly paid by the [respondents] to the City after the auction sales, as evidenced by the official receipts.** These deposits, together with the downpayments given by the other purchasers of the public auction, were then turned over by the

³¹ *Id.* at 648-651.

³² See *Heirs of Corazon Villeza v. Elizabeth S. Aliangan et al.*, G.R. Nos. 244667-69 (Formerly UDK 16373-75), December 2, 2020.

City to the [petitioner] in accordance with their Compromise Agreement as approved by the CFI. **As for the balance of the purchase price for the two lots**, the Court sustains the RTC's finding that **there was valid tender of payment of the balance**, and that the [respondents] did, in fact, fully pay such balance as shown by: **their 1 August 1994 letter addressed to the [petitioner]; the [petitioner's] receipt of the same including the attached UCPB checks; and the remaining check stubs**. What is even more significant is that [the] then Cebu Governor Pablo Garcia, voluntarily acknowledged the [petitioner's] acceptance of the full payment made by the [respondents], as shown in his 12 July 2001 letter addressed to the *Sangguniang Panlalawigan*. Although the Governor later changed his position and questioned the [respondents'] claims in his letter dated 23 November 2001, the fact remains that **the [petitioner] accepted the check payments as full satisfaction of the purchase price and acknowledged that in writing**. Considering that the Province duly accepted the [respondents'] checks as payment of the balance for the disputed lots and in fact publicly acknowledged their receipt of the same, the RTC correctly ruled that the [respondents'] have fully satisfied their obligation as buyers so as to warrant their rightful title over the disputed lots.³³

Even assuming *arguendo* that petitioner was not paid, such non-payment is *immaterial* and has no effect on the validity of the contracts of sale. At the risk of being repetitive, the Court stresses once more that a contract of sale is a consensual contract — what is required is the *meeting of the minds* on the object and the price for its perfection and validity.³⁴

In one last desperate bid to refute respondents' right over the subject realties, petitioner argues that respondents were guilty of laches. However, this contention, by the same token, is unconvincing.

Laches is the failure or neglect for an unreasonable and unexplained length of time to do that, which, by exercising diligence, could or should have been done earlier. It is the negligence or omission to assert a right within a reasonable time warranting a presumption that the party entitled to assert it either has abandoned it or declined to assert it.³⁵ In the instant case, as found by the courts *a quo*, respondents had *continuously* and *repeatedly* communicated in writing their intent to obtain title from petitioner to no avail. Whence, petitioner's defense of laches has no leg to stand on.

Nonetheless, this Court resolves to delete the award of moral and exemplary damages, as well as the attorney's fees. Moral damages are not recoverable simply because a contract has been breached. They are recoverable only if the party from whom it is claimed acted *fraudulently* or in *bad faith* or in *wanton disregard of his contractual obligations*. The breach

³³ *Rollo*, pp. 39–40.

³⁴ *See Akang vs. Municipality of Isulan*, 712 Phil. 420, 435 (2013).

³⁵ *See Republic vs. Heirs of Cirilo Gotengco*, 824 Phil. 568, 582 (2018).

must be wanton, reckless, malicious or in bad faith, and oppressive or abusive.³⁶

The CA and the trial court concluded that petitioner is liable for moral damages because it unreasonably refused to acknowledge respondents' title to the subject realties, despite full payment thereof. Yet, to the Court's mind, petitioner purely relied in *good faith*, strongly and earnestly believing that it retained title over the subject realties. *Bad judgment does not equate to bad faith*. Consequently, since the basis for moral damages has not been duly established, there is no basis to recover exemplary damages and attorney's fees, as well.³⁷

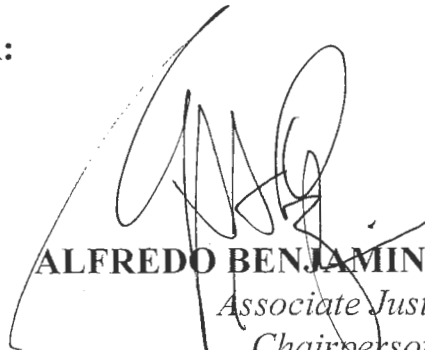
ACCORDINGLY, the Petition for Review on *Certiorari* is hereby **DENIED**. The Decision dated April 14, 2014 and the Resolution dated August 12, 2014 of the Court of Appeals in CA-G.R. CV No. 04281 are **AFFIRMED with MODIFICATION** in that the award of moral damages, exemplary damages and attorney's fees are **DELETED**.

SO ORDERED.



JAPAR B. DIMAAMPAO
Associate Justice

WE CONCUR:




ALFREDO BENJAMIN S. CAGUIOA
Associate Justice
Chairperson

³⁶ *Arco Pulp and Paper Co., Inc. vs. Lim*, 737 Phil. 133, 148 (2014).

³⁷ *See Ching et al. vs. Quezon City Sports Club, Inc. et al.*, 798 Phil. 45, 71 (2016) [Per J. Leonardo-De Castro, Third Division].



HENRI JEAN PAUL B. INTING
Associate Justice



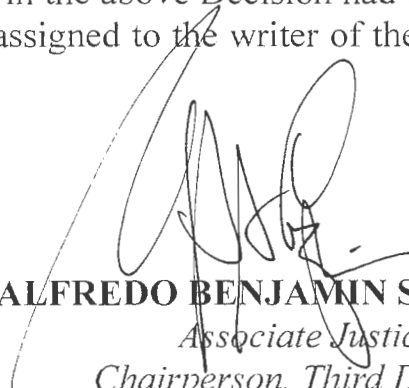
SAMUEL H. GAERLAN
Associate Justice



MARIA FILOMENA D. SINGH
Associate Justice

ATTESTATION

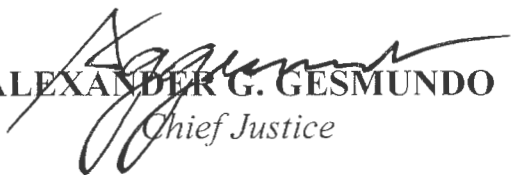
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



ALFREDO BENJAMIN S. CAGUIOA
Associate Justice
Chairperson, Third Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of this Court.


ALEXANDER G. GESMUNDO
Chief Justice