Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

DASMARIÑAS T. ARCAINA and MAGNANI T. BANTA,	**G.R. No. 196444**
Petitioners,	Present:
	VELASCO, JR., *J.*, *Chairperson,*
- versus -	BERSAMIN,
	REYES,
	JARDELEZA, and
NOEMI L. INGRAM, represented by MA. NENETTE L. ARCHINUE,	CAGUIOA,* *JJ.*
Respondent.	Promulgated:
	February 15, 2017

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DECISION

JARDELEZA, *J.*:

This is a Petition for Review on *Certiorari*[1] assailing the October 26, 2010 Decision[2] and March 17, 2011 Resolution[3] of the Court of Appeals (CA) in CA-G.R. SP No. 107997, which affirmed with modification the March 11, 2009 Decision[4] of the Regional Trial Court–Branch 7 of Legazpi City (RTC). The RTC reversed the July 31, 2008 Order[5] of the 3rd Municipal Circuit Trial Court of Sto. Domingo-Manito in Albay (MCTC). The MCTC dismissed for insufficiency of evidence Civil Case No. S-241—a case for recovery of ownership and title to real property, possession and damages with preliminary injunction (recovery case)—filed by respondent Noemi L. Ingram (Ingram) against petitioners Dasmarinas T. Arcaina (Arcaina) and Magnani T. Banta (Banta) [collectively, petitioners].

I

Arcaina is the owner of Lot No. 3230 (property) located at Salvacion, Sto. Domingo, Albay. Sometime in 2004, her attorney-in-fact, Banta,

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* Designated as Fifth Member of the Third Division per Special Order No. 2417 dated January 4, 2017.

1 *Rollo*, pp. 8-20.

2 *Id.* at 32-44. Penned by Associate Justice Franchito N. Diamante with Associate Justices Josefina Guevarra-Salonga and Mariflor P. Punzalan Castillo, concurring.

3 *Id.* at 52-54.

4 *Id.* at 28-31.

5 *Id.* at 21-27.

entered into a contract with Ingram for the sale of the property. Banta showed Ingram and the latter's attorney-in-fact, respondent Ma. Nenette L. Archinue (Archinue), the metes and bounds of the property and represented that Lot No. 3230 has an area of more or less 6,200 square meters (sq. m.) per the tax declaration covering it. The contract price was ₱1,860,000.00, with Ingram making installment payments for the property from May 5, 2004 to February 10, 2005 totaling ₱1,715,000.00.[6] Banta and Ingram thereafter executed a Memorandum of Agreement acknowledging the previous payments and that Ingram still had an obligation to pay the remaining balance in the amount of ₱145,000.00.[7] They also separately executed deeds of absolute sale over the property in Ingram's favor. Both deeds described the property to wit:

DESCRIPTION

> A parcel of land Lot No. 3230, situated at Salvacion, Sto. Domingo, Albay, Bounded on the NE-by Lot 3184 on the SE-by Seashore on the SW-Lot No. 3914 and on the NW-by Road with an area of **SIX THOUSAND TWO HUNDRED** (6,200) sq. meters more or less.[8]

Subsequently, Ingram caused the property to be surveyed and discovered that Lot No. 3230 has an area of 12,000 sq. m. Upon learning of the actual area of the property, Banta allegedly insisted that the difference of 5,800 sq. m. remains unsold. This was opposed by Ingram who claims that she owns the whole lot by virtue of the sale.[9] Thus, Archinue, on behalf of Ingram, instituted the recovery case, docketed as Civil Case No. S-241, against petitioners before the MCTC.

In her Complaint, Ingram alleged that upon discovery of the actual area of the property, Banta insisted on fencing the portion which she claimed to be unsold. Ingram further maintained that she is ready to pay the balance of ₱145,000.00 as soon as petitioners recognize her ownership of the whole property. After all, the sale contemplated the entire property as in fact the boundaries of the lot were clearly stated in the deeds of sale.[10] Accordingly, Ingram prayed that the MCTC declare her owner of the whole property and order petitioners to pay moral damages, attorney's fees and litigation expenses. She also asked the court to issue a writ of preliminary injunction to enjoin the petitioners from undertaking acts of ownership over the alleged unsold portion.[11]

In their Answer with Counterclaim, petitioners denied that the sale contemplates the entire property and contended that the parties agreed that

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6 *Id.* at 33
7 *Id.* at 69.
8 *Id.* at 68.
9 *Id.* at 34.
10 *Id.* at 57.
11 *Id.* at 58-59.

only 6,200 sq. m. shall be sold at the rate of ₱300.00 per sq. m.[12] This, according to petitioners, is consistent with the contemporaneous acts of the parties: Ingram declared only 6,200 sq. m. of the property for tax purposes, while Arcaina declared the remaining portion under her name with no objection from Ingram. Petitioners averred that since Ingram failed to show that that she has a right over the unsold portion of the property, the complaint for recovery of possession should be dismissed.[13] By way of counterclaim, petitioners asked for the payment of the balance of ₱145,000.00, as well as attorney's fees, litigation expenses, and costs of suit.[14]

Trial ensued. After Ingram presented her evidence, petitioners filed a demurrer on the grounds that (1) Ingram failed to sufficiently establish her claim and (2) her claim lacks basis in fact and in law.[15]

In its Order dated July 31, 2008, the MCTC granted petitioners' demurrer and counterclaim against Ingram, thus:

> **WHEREFORE**, in view of the foregoing this instant case is hereby ordered **DISMISSED** for insufficiency of evidence.
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> Plaintiffs are further ordered to pay to the Defendants the remaining amount of **ONE HUNDRED FORTY FIVE THOUSAND (PhP 145,000.00) PESOS** as *counterclaim* for the remaining balance of the contract as admitted by the Plaintiffs during the Pre-Trial.
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> **SO ORDERED**.[16]

The MCTC held that the testimonies of Ingram and her witnesses suffer from several inconsistencies and improbabilities. For instance, while Archinue claimed that what was sold was the entire property, she also admitted in her cross-examination that she was not present when the sale was consummated between Banta, Ingram and Ingram's husband Jeffrey. Further, Archinue stated that she was made aware before their ocular visit to the property that the lot being sold is only 6,200 sq. m. based on the tax declaration covering it.[17] Ingram also had knowledge of the area of the property as confirmed by her husband Jeffrey's testimony. Jeffrey also testified that Banta gave them a copy of the tax declaration of the property.[18]

The MCTC declared that the survey showed that the property was 12,000 sq. m. or more than what was stated in the deeds of sale.[19] For

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12 *Id.* at 70.
13 *Id.* at 72.
14 *Id.* at 72-73.
15 *Id.* at 21.
16 *Id.* at 27. Penned by Judge Carlos L. Bona.
17 *Id.* at 25-26.
18 *Id.* at 26.
19 *Id.* at 27.

Ingram to be awarded the excess 5,800 sq. m. portion of the property, she should have presented evidence that she paid for the surplus area consistent with Article 1540 of the Civil Code which reads:

> Art. 1540. If, in the case of the preceding article, there is a greater area or number in the immovable than that stated in the contract, the vendee may accept the area included in the contract and reject the rest. If he accepts the whole area, he must pay for the same at the contract rate.

Accordingly, since Ingram failed to show that she paid for the value of the excess land area, the MCTC held that she cannot claim ownership and possession of the whole property.

On appeal, the RTC reversed and set aside the Order of the MCTC, to wit:

> WHEREFORE, premises considered, the assailed Decision dated July 31, 2008 by the Municipal [Circuit] Trial Court of Sto. Domingo, Albay is hereby REVERSED and SET ASIDE and a new judgment is hereby rendered as follows:
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> 1. Ordering plaintiff-appellant [referring to Ingram] to pay the defendant-appellee [referring to Arcaina] the amount of P145,000.00 representing the remaining balance of the purchase price of Lot 3230;
> 2. Declaring Noemi L. Ingram the owner of the whole Lot 3230;
> 3. Ordering defendants-appellees Dasmariñas T. Arcaina and Magnani Banta or their agents to remove the fence constructed by them on the said lot and to respect the peaceful possession of Noemi Ingram over the same;
> 4. Ordering defendants-appellees Dasmariñas Arcaina and Magnani Banta to pay jointly and severally the plaintiff-appellent Noemi Ingram the amount of P5,000.00 as reasonable attorney's fees; and
> 5. To pay the cost of suit.
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> SO ORDERED.[20]

The RTC found that neither of the parties presented competent evidence to prove the property's actual area. Except for a photocopy of the cadastral map purportedly showing the graphical presentation of the property, no plan duly prepared and approved by the proper government agency showing the area of the lot was presented. Hence, the RTC concluded that the area of Lot No. 3230 as shown by the boundaries indicated in the deeds of sale is only 6,200 sq. m. more or less. Having sold Lot No. 3230 to Ingram, Arcaina must vacate it.[21]

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[20] *Id.* at 31. Penned by Judge Jose G. Dy.

[21] *Id.* at 30.

In addition, the RTC held that Article 1542, which covers sale of real estate in lump sum, applies in this case.

Having apparently sold the entire Lot No. 3230 for a lump sum, Arcaina, as the vendor, is obligated to deliver all the land included in the boundaries of the property, regardless of whether the real area should be greater or smaller than what is recited in the deeds of sale.[22]

In its Decision dated October 26, 2010, the CA affirmed the RTC's ruling with modification. It deleted paragraphs 4 and 5 of the dispositive portion of the RTC's Decision, which ordered petitioners to pay ₱5,000.00 as attorney's fees and costs of suit, respectively.[23]

The CA agreed with the RTC that other than the uniform statements of the parties, no evidence was presented to show that the property was found to have an actual area of more or less 12,000 sq. m. It held that the parties' statements cannot be simply admitted as true and correct because the area of the land is a matter of public record and presumed to have been recorded in the Registry of Deeds. The CA noted that the best evidence should have been a certified true copy of the survey plan duly approved by the proper government agency.[24]

The CA also agreed with the RTC that the sale was made for a **lump sum** and not on a per-square-meter basis. The parties merely agreed on the purchase price of ₱1,860,000.00 for the 6,200 sq. m. lot, with the deed of sale providing for the specific boundaries of the property.[25] Citing *Rudolf Lietz, Inc. v. Court of Appeals*,[26] the CA explained that in case of conflict between the area and the boundaries of a land subject of the sale, the vendor is obliged to deliver to the vendee everything within the boundaries. This is in consonance with Article 1542 of the Civil Code. Further, the CA found the area in excess "substantial" which, to its mind, "should have not escaped the discerning eye of an ordinary vendor of a piece of land."[27] Thus, it held that the RTC correctly ordered petitioners to deliver the entire property to Ingram.

The CA, however, deleted the award of attorney's fees and the costs of suit, stating that there was no basis in awarding them. First, the RTC did not discuss the grounds for granting attorney's fees in the body of its decision. Second, Arcaina cannot be faulted for claiming and then fencing the excess area of the land after the survey on her honest belief that the ownership remained with her.[28]

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22 *Id.*
23 *Id.* at 43.
24 *Id.* at 40-41.
25 *Id.* at 41.
26 G.R. No. 122463, December 19, 2005, 478 SCRA 451.
27 *Rollo*, pp. 41-42.
28 *Id.* at 42-43.

Petitioners moved for reconsideration, raising for the first time the issue of prescription. They pleaded that under Article 1543[29] of the Civil Code, Ingram should have filed the action within six months from the delivery of the property. Counting from Arcaina's execution of the notarized deed of absolute sale on April 13, 2005, petitioners concluded that the filing of the case only on January 25, 2006 is already time-barred.[30] The CA denied petitioners' motion for reconsideration and ruled that Article 1543 does not apply because Ingram had no intention of rescinding the sale. In fact, she instituted the action to recover the excess portion of the land that petitioners claimed to be unsold. Thus, insofar as Ingram is concerned, that portion remained undelivered.[31]

Petitioners now assail the CA's declaration that the sale of the property was made for a lump sum. They insist that they sold the property on a per-square-meter basis, at the rate of ₱300.00 per sq. m. They further claim that they were aware that the property contains more than 6,200 sq. m. According to petitioners, this is the reason why the area sold is specifically stated in the deeds of sale. Unfortunately, in the drafting of the deeds, the word "portion" was omitted. They allege that contemporaneously with the execution of the formal contract of sale, they delivered the area sold and constructed a fence delineating the unsold portion of the property.[32] Ingram allegedly recognized the demarcation because she introduced improvements confined to the area delivered.[33] Since the sale was on a per-square-meter basis, petitioners argue that it is Article 1539,[34] and not Article 1542 of the Civil Code, which governs.[35]

In her Comment, Ingram accuses petitioners of raising new and irrelevant issues based on factual allegations which they cannot in any case prove, as a consequence of their filing a demurrer to evidence.[36] She maintains that the only issue for resolution is whether the sale was made on a lump sum or per-square-meter basis. On this score, Ingram asserts that the

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[29] Art.1543. The actions arising from articles 1539 and 1542 shall prescribe in six months, counted from the day of delivery.

[30] *Rollo*, p. 47.

[31] *Id.* at 53.

[32] *Id.* at 15.

[33] *Id.* at 16.

[34] Art. 1539. The obligation to deliver the thing sold includes that of placing in the control of the vendee all that is mentioned in the contract, in conformity with the following rules:

If the sale of real estate should be made with a statement of its area, at the rate of a certain price for a unit of measure or number, the vendor shall be obliged to deliver to the vendee, if the latter should demand it, all that may have been stated in the contract; but, should this be not possible, the vendee may choose between a proportional reduction of the price and the rescission of the contract, provided that, in the latter case, the lack in the area be not less than one-tenth of that stated.

The same shall be done, even when the area is the same, if any part of the immovable is not of the quality specified in the contract.

The rescission, in this case, shall only take place at the will of the vendee, when the inferior value of the thing sold exceeds one-tenth of the price agreed upon.

Nevertheless, if the vendee would not have bought the immovable had he known of its smaller area or inferior quality, he may rescind the sale. (Emphasis supplied.)

[35] *Rollo*, p. 16.

[36] *Id.* at 85-87.

parties intended the sale of the entire lot, the boundaries of which were stated in the deeds of sale. These deeds of sale, as observed by the CA, did not contain any qualification.[37]

II

At the outset, we find that contrary to the findings of the RTC and the CA, the result of the survey conducted on the property is **not** a disputed fact. In their Answer to the Complaint, petitioners admitted that when the property was surveyed, it yielded an area of more or less 12,000 sq. m.[38] Nevertheless, petitioners now proffer that they agree with the CA that the final survey of the property is not yet approved; hence, there can be no valid verdict for the final adjudication of the parties' rights under the contract of sale.[39]

We reject petitioners' contention on this point.

Judicial admissions made by the parties in the pleadings, or in the course of the trial or other proceedings in the same case, are conclusive and do not require further evidence to prove them. These admissions cannot be contradicted unless previously shown to have been made through palpable mistake or that no such admission was made.[40] Petitioners do not deny their previous admission, much less allege that they had made a palpable mistake. Thus, they are bound by it.

We now resolve the main issue in this case and hold that Lot No. 3230 was sold for a **lump sum**. In sales involving real estate, the parties may choose between two types of pricing agreement: a **unit price contract** wherein the purchase price is determined by way of reference to a stated rate per unit area (*e.g.*, ₱1,000.00 per sq. m.) or a **lump sum contract** which states a full purchase price for an immovable the area of which may be declared based on an estimate or where both the area and boundaries are stated (*e.g.*, ₱1 million for 1,000 sq. m., *etc.*).[41] Here, the Deed of Sale executed by Banta on March 21, 2005[42] and the Deed of Sale executed by Arcaina on April 13, 2005[43] both show that the property was conveyed to Ingram at the predetermined price of ₱1,860,000.00. There was no indication that it was bought on a per-square-meter basis. Thus, Article 1542 of the Civil Code governs the sale, *viz.*:

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37 *Id.* at 86.
38 *Id.* at 70-71.
39 *Id.* at 14.
40 *Philippine Long Distance Telephone Company (PLDT) v. Pingol*, G.R. No. 182622, September 8, 2010, 630 SCRA 413, 421; citing *Damasco v. National Labor Relations Commission*, G.R. No. 115755, December 4, 2000, 346 SCRA 714, 725, also citing *Philippine American General Insurance Co., Inc. v. Sweet Lines, Inc.*, G.R. No. 87434, August 5, 1992, 212 SCRA 194, 204 .
41 *Esguerra v. Trinidad*, G.R. No. 169890, March 12, 2007, 518 SCRA 186, 196-197.
42 *Rollo*, p. 67.
43 *Id.* at 68.

> Art. 1542. In the sale of real estate, made for a lump sum and not at the rate of a certain sum for a unit of measure or number, there shall be no increase or decrease of the price, although there be a greater or less area or number than that stated in the contract.
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> The same rule shall be applied when two or more immovables are sold for a single price; but if, besides mentioning the boundaries, which is indispensable in every conveyance of real estate, its area or number should be designated in the contract, the vendor shall be bound to deliver all that is included within said boundaries, even when it exceeds the area or number specified in the contract; and, should he not be able to do so, he shall suffer a reduction in the price, in proportion to what is lacking in the area or number, unless the contract is rescinded because the vendee does not accede to the failure to deliver what has been stipulated.

The provision teaches that where both the area and the boundaries of the immovable are declared in a sale of real estate for a lump sum, the area covered within the boundaries of the immovable prevails over the stated area.[44] The vendor is obliged to deliver all that is included within the boundaries regardless of whether the actual area is more than what was specified in the contract of sale; and he/she shall do so without a corresponding increase in the contract price. This is particularly true when the stated area is qualified to be approximate only, such as when the words "more or less" were used.[45]

The deeds of sale in this case provide both the boundaries and the estimated area of the property. The land is bounded on the North East by Lot No. 3184, on the South East by seashore, on the South West by Lot No. 3914 and on the North West by a road.[46] It has an area of *more or less* 6,200 sq. m. The uniform allegations of petitioners and Ingram, however, reveal that the actual area within the boundaries of the property amounts to more or less 12,000 sq. m., with a difference of 5,800 sq. m. from what was stated in the deeds of sale. With Article 1542 in mind, the RTC and the CA ordered petitioners to deliver the excess area to Ingram.

They are mistaken.

In *Del Prado v. Spouses Caballero*,[47] we were confronted with facts analogous to the present petition. Pending the issuance of the Original Certificate of Title (OCT) in their name, Spouses Caballero sold a parcel of land to Del Prado. The contract of sale stated both the property's boundaries and estimated area of more or less 4,000 sq. m. Later, when the OCT was issued, the technical description of the property appeared to be 14,457 sq.

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44 See *Rudolf Lietz, Inc. v. Court of Appeals*, *supra* note 26 at 459.
45 *Santa Ana, Jr. v. Hernandez*, G.R. No. L-16394, December 17, 1966, 18 SCRA 973, 979.
46 *Rollo*, pp. 67-68.
47 G.R. No. 148225, March 3, 2010, 614 SCRA 102.

m., more or less. Del Prado alleged that Spouses Caballero were bound to deliver all that was included in the boundaries of the land since the sale was made for a lump sum. Although, we agreed with Del Prado that the sale partakes of the nature of a lump sum contract, we did **not** apply Article 1542. In holding that Del Prado is entitled only to the area stated in the contract of sale, we explained:

> **The Court, however, clarified that the rule laid down in Article 1542 is not hard and fast and admits of an exception.** It held:
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> "A caveat is in order, however. **The use of "more or less" or similar words in designating quantity covers only a reasonable excess or deficiency**. A vendee of land sold in gross or with the description "more or less" with reference to its area does not thereby *ipso facto* take all risk of quantity in the land.
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> x x x
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> In the instant case, the deed of sale is not one of a unit price contract. The parties agreed on the purchase price of P40,000.00 for a predetermined area of 4,000 sq m, *more or less*, bounded on the North by Lot No. 11903, on the East by Lot No. 11908, on the South by Lot Nos. 11858 & 11912, and on the West by Lot No. 11910. In a contract of sale of land in a mass, the specific boundaries stated in the contract must control over any other statement, with respect to the area contained within its boundaries.
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> **Black's Law Dictionary defines the phrase "more or less" to mean:**
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> "About; substantially; or approximately; implying that both parties assume the risk of any ordinary discrepancy. **The words are intended *to cover slight or unimportant inaccuracies* in quantity, *Carter v. Finch*, 186 Ark. 954, 57 S.W.2d 408; and are ordinarily to be interpreted as taking care of unsubstantial differences or differences of small importance compared to the whole number of items transferred.**"
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> **Clearly, the discrepancy of 10,475 sq m cannot be considered a slight difference in quantity. The difference in the area is obviously sizeable and too substantial to be overlooked. It is not a reasonable excess or deficiency that should be deemed included in the deed of sale.**[48] (Emphasis supplied; citations omitted.)

In a lump sum contract, a vendor is generally obligated to deliver all the land covered within the boundaries, regardless of whether the real area

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[48] *Id.* at 110-111.

should be greater or smaller than that recited in the deed.[49] However, in case there is conflict between the area actually covered by the boundaries and the estimated area stated in the contract of sale, he/she shall do so only when the excess or deficiency between the former and the latter is **reasonable**.[50]

Applying *Del Prado* to the case before us, we find that the difference of 5,800 sq. m. is too substantial to be considered reasonable. We note that only 6,200 sq. m. was agreed upon between petitioners and Ingram. Declaring Ingram as the owner of the whole 12,000 sq. m. on the premise that this is the actual area included in the boundaries would be ordering the delivery of almost twice the area stated in the deeds of sale. Surely, Article 1542 does not contemplate such an unfair situation to befall a vendor—that he/she would be compelled to deliver double the amount that he/she originally sold without a corresponding increase in price. In *Asiain v. Jalandoni*,[51] we explained that "[a] vendee of a land when it is sold in gross or with the description 'more or less' does not thereby *ipso facto* take all risk of quantity in the land. The use of 'more or less' or similar words in designating quantity covers only a reasonable excess or deficiency."[52] Therefore, we rule that Ingram is entitled only to 6,200 sq. m. of the property. An *area* of 5,800 sq. m. more than the area intended to be sold is not a reasonable excess that can be deemed included in the sale.[53]

Further, at the time of the sale, Ingram and petitioners did not have knowledge of the actual area of the land within the boundaries of the property. It is undisputed that before the survey, the parties relied on the tax declaration covering the lot, which merely stated that it measures more or less 6,200 sq. m. Thus, when petitioners offered the property for sale and when Ingram accepted the offer, the object of their consent or meeting of the minds is only a 6,200 sq. m. property. The deeds of sale merely put into writing what was agreed upon by the parties. In this regard, we quote with approval the ruling of the MCTC:

> In this case, the Deed of Absolute Sale (Exhibit "M") dated April 13, 2005 is clear and unequivocal as to the area sold being up to only 6,200 square meters. The agreement of the parties were clear and unambiguous, hence, the inconsistent and impossible testimonies of N[e]nette [Archinue] and the Spouses Ingram. No amount of extrinsic aids are required and no further extraneous sources are necessary in order to ascertain the parties' intent, determinable as it is, from the document itself. The court is thus convinced that the deed expresses truly the parties' intent as against the oral testimonies of Nenette, and the Spouses Ingram.[54]

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[49] *Balantakbo v. Court of Appeals*, G.R. No. 108515, October 16, 1995, 249 SCRA 323, 327 citing *Pacia v. Lagman*, 63 Phil. 361 (1936).

[50] *Del Prado v. Spouses Caballero, supra* note 47.

[51] 45 Phil. 296 (1923).

[52] *Id.* at 309-310.

[53] See *Roble v. Arbasa*, G.R. No. 130707, July 31, 2001, 362 SCRA 69, 81.

[54] *Rollo*, p. 27.

The contract of sale is the law between Ingram and petitioners; it must be complied with in good faith. Petitioners have already performed their obligation by delivering the 6,200 sq. m. property. Since Ingram has yet to fulfill her end of the bargain,[55] she must pay petitioners the remaining balance of the contract price amounting to ₱145,000.00.

WHEREFORE, premises considered, the petition is **GRANTED**. The October 26, 2010 Decision and March 17, 2011 Resolution of the Court of Appeals in CA-G.R. SP No. 107997 are hereby **REVERSED** and **SET ASIDE.** The July 31, 2008 Order of the 3rd Municipal Circuit Trial Court of Sto. Domingo-Manito, dismissing Civil Case No. S-241 for insufficiency of evidence, and ordering Ingram to pay ₱145,000.00 to petitioners, is hereby **REINSTATED** with **MODIFICATION.**

Ingram is ordered to pay petitioners the amount of ₱145,000.00 to earn interest at the rate of six percent (6%) *per annum* from July 31, 2008[56] until the finality of this Decision. Thereafter, the total amount due shall earn legal interest at the rate of 6% *per annum*[57] until fully paid.

SO ORDERED.

FRANCIS H. JARDELEZA
Associate Justice

WE CONCUR:

PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson

LUCAS P. BERSAMIN
Associate Justice

BIENVENIDO L. REYES
Associate Justice

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

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55 *Id.* at 57.
56 The date of the MCTC's Order.
57 *Nacar v. Gallery Frames,* G.R. No. 189871, August 13, 2013, 703 SCRA 439.

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.

PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson, Third Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Division Chairperson's attestation, it is hereby certified 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.

MARIA LOURDES P. A. SERENO
Chief Justice