Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

MAGELLAN AEROSPACE CORPORATION,	**G.R. No. 216566**
Petitioner,	Present:
- versus -	CARPIO, *J.*, *Chairperson*, BRION,* DEL CASTILLO, MENDOZA, and LEONEN, *JJ.*
PHILIPPINE AIR FORCE,	
Respondent.	Promulgated:
	24 FEB 2016

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DECISION

MENDOZA, *J.*:

In this petition[1] for review on *certiorari* under Rule 45 of the Rules of Court, petitioner Magellan Aerospace Corporation *(MAC)* seeks the review of the November 18, 2013 Decision[2] and January 26, 2015 Resolution[3] of the Court of Appeals *(CA)* in CA-G.R. CV No. 96589, insofar as they sustained the February 14, 2011 Order[4] of the Regional Trial Court, Branch 211, Mandaluyong City *(RTC),* in dismissing the complaint[5] filed by MAC against the respondent, Philippine Air Force *(PAF)*.

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* On Leave
[1] *Rollo,* pp. 9-31.
[2] Id. at 37-48. Penned by Associate Justice Nina G. Antonio-Valenzuela, with Associate Justices Isaias P. Dicdican and Michael P. Elbinias, concurring.
[3] Id. at 65-66. Penned by Associate Justice Nina G. Antonio-Valenzuela, with Associate Justices Isaias P. Dicdican and Amy C. Lazaro-Javier, concurring.
[4] Id. at 235-242. Penned by Presiding Judge Ofelia L. Calo.
[5] Id. at 73-88.

The Antecedents

On September 18, 2008, PAF contracted Chervin Enterprises, Inc. *(Chervin)* for the overhaul of two T76 aircraft engines in an agreement denominated as "Contract for the Procurement of Services and Overhaul of Two (2) OV10 Engines."[6] Due to its lack of technical capability to effect the repair and overhaul required by PAF, Chervin commissioned MAC to do the work for US$364,577.00. MAC, in turn, outsourced the overhaul service from another subcontractor, National Flight Services, Inc. *(NFSI).* Eventually, the engines were overhauled and delivered to the PAF. Satisfied with the service, PAF accepted the overhauled engines.[7]

On December 15, 2008, MAC demanded from Chervin the payment of US$264,577.00 representing the balance of the contract price. In a letter to the Trade Commission of the Canadian Embassy, dated December 21, 2009, PAF confirmed that it had already released to Chervin the amount of ₱23,760,000.00, on November 7, 2008, as partial payment for the overhaul service, and that it withheld the amount of ₱2,376,000.00 as retention fund.[8]

Notwithstanding the release of funds to Chervin, MAC was not paid for the services rendered despite several demands. Unpaid, MAC demanded from PAF the release of the retained amount. In a letter, dated March 3, 2010, however, PAF rejected the demand and informed MAC that the amount could not be released as it was being held in trust for Chervin.[9]

On July 6, 2010, MAC filed a complaint[10] for sum of money before the RTC against Chervin together with its Managing Director, Elvi T. Sosing *(Sosing),* and the PAF. It prayed that Chervin be ordered to pay the amount of US$264,577.00, plus 12% legal interest from January 15, 2009 until full payment; that in the event of failure of Chervin to pay the amount claimed, PAF be ordered to pay the said amount with interest and to release the retained amount of ₱2,376,000.00 plus attorneys fees and litigation expenses amounting to ₱500,000.00; and that the defendants pay the costs of suit. MAC alleged that Chervin merely acted as an agent of PAF.

On August 24, 2010, PAF moved to dismiss the complaint averring that its contract with Chervin was one for repair and overhaul and not for agency; that it was never privy to any contract between Chervin and MAC;

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[6] Id. at 207-217.
[7] Id. at 38.
[8] Id. at 79.
[9] Id. at 38.
[10] Id. at 73-88.

and that it already paid Chervin on January 22, 2009, and on July 13, 2010 in full settlement of its obligations.[11]

Chervin also asked the RTC to dismiss the complaint against them asserting that MAC had no capacity to sue because of its status as a non-resident doing business in the Philippines without the required license, and that no disclosure was made that it was suing on an isolated transaction which would mean that the real party-in-interest was not MAC, but NFSI.[12]

On February 14, 2011, the RTC granted both motions to dismiss and ordered the dismissal of the complaint filed by MAC. The decretal portion of the said order reads:

> **WHEREFORE,** finding defendants **CHERVIN ENTERPRISES, INC. AND ELVI T. SOSING,** and public defendant **PHILIPPINE AIR FORCE's** motions to be impressed with merit, the same are hereby **GRANTED.**
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> **SO ORDERED**.[13]

Aggrieved, MAC appealed before the CA.

On November 18, 2013, the CA partly granted MAC's appeal by reversing the RTC order of dismissal of the complaint against Chervin and Sosing. It, however, affirmed the dismissal of the complaint against PAF. The CA explained that MAC failed to show that PAF had a correlative duty of paying under the overhauling contract as it was obvious that the contract was executed only between MAC and Chervin. Thus, the CA disposed:

> We **PARTIALLY GRANT** the appeal, and **REVERSE** the Order dated 14 February 2011 of the Regional Trial Court, Branch 211, Mandaluyong City, insofar as it dismissed the Complaint against defendants-appellees Chervin Enterprises, Inc., and Elvi T. Sosing. We **REMAND** the case to the RTC for the continuation of proceedings against said defendants-appellees.
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> **IT IS SO ORDERED**.[14]

MAC moved for a partial reconsideration of the decision but its motion was denied by the CA in its January 26, 2015 Resolution.

Persistent, MAC filed this petition citing the following

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[11] Id. at 39.
[12] Id.
[13] Id. at 242.
[14] Id. at 47.

GROUNDS IN SUPPORT OF THE PETITION

I. THE COURT OF APPEALS ERRED IN RULING THAT THE COMPLAINT DOES NOT STATE A CAUSE OF ACTION AGAINST RESPONDENT PAF, WHEN THE COMPLAINT CLEARLY AND SUFFICIENTLY ALLEGED ULTIMATE FACTS THAT WILL SHOW AND SUPPORT SUCH CAUSE OF ACTION.

II. THE COURT OF APPEALS DECIDED IN A MANNER CONTRARY TO LEGAL PRECEDENT WHEN IT RULED THAT THERE WAS NO AGENCY RELATIONSHIP BETWEEN RESPONDENT PAF AND CHERVIN/SOSING, AND DISMISSED THE COMPLAINT BASED ON FAILURE TO STATE A CAUSE OF ACTION.

III. **THE COURT OF APPEALS DECIDED IN A MANNER CONTRARY TO LAW AND LEGAL PRECEDENT WHEN IT FAILED TO CONSIDER THAT RESPONDENT PAF'S MOTION TO DISMISS VIOLATED THE MANDATORY RULE ON NOTICE FOR MOTIONS AND SHOULD NOT HAVE BEEN TAKEN COGNIZANCE BY THE RTC IN THE FIRST PLACE.**[15]

MAC prays that its complaint against PAF be reinstated and that this Court rule that (1) the CA erred in finding that the complaint against PAF failed to sufficiently state a cause of action; (2) the conclusion of the CA that no agency relationship existed between PAF and Chervin is premature as such conclusion can only be had after the trial on the merits is conducted; and (3) PAF violated the three-day notice rule relative to the motion to dismiss filed before the RTC.

The Court's Ruling

The Court denies the petition.

Cause of action is defined as an act or omission by which a party violates a right of another.[16] In pursuing that cause, a plaintiff must first plead in the complaint a "concise statement of the ultimate or essential facts constituting the cause of action."[17] In particular, the plaintiff must show on the face of the complaint that there exists a legal right on his or her part, a

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[15] Id. at 17.
[16] *Soloil Inc. v. Philippine Coconut Authority,* 642 Phil. 337 (2010), citing Section 2, Rule 2 of the Rules of Court.
[17] *Philippine Daily Inquirer v. Hon. Alameda,* 573 Phil. 338, 345 (2008).

correlative obligation of the defendant to respect such right, and an act or omission of such defendant in violation of the plaintiff's rights.[18]

Such a complaint may, however, be subjected to an immediate challenge. Under Section 1(g), Rule 16 of the Rules of Court *(Rules)*, the defendant may file a motion to dismiss "[w]ithin the time for but before filing the answer to the complaint or pleading asserting a claim" anchored on the defense that the pleading asserting the claim stated no cause of action.[19]

In making such challenge, the defendant's issue is not whether a plaintiff will ultimately prevail, but whether the claimant is entitled to offer evidence to support the claims.[20] It has nothing to do with the merits of the case. "Whether those allegations are true or not is beside the point, for their truth is hypothetically admitted by the motion."[21] The inquiry is then limited only into the sufficiency, not the veracity of the material allegations.[22] Thus, if the allegations in the complaint furnish sufficient basis on which it can be maintained, it should not be dismissed regardless of the defense that may be presented by the defendants.[23] Conversely, the dismissal of the complaint is permitted if the allegations stated therein fail to show that plaintiff is entitled to relief.

Accordingly, the survival of the complaint against a Rule 16 challenge depends upon the sufficiency of the averments made. In determining whether an initiatory pleading sufficiently pleads, the test applied is whether

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[18] *Spouses Noynay v. Citihomes Builder and Development, Inc*., G.R. No. 204160, September 22, 2014, 735 SCRA 708, citing *Fluor Daniel Inc. v. E.B. Villarosa Partners Co., Ltd*., 555 Phil. 295, 301 (2007), citing further *Alberto v. Court of Appeals,* 393 Phil. 253, 268 (2000).

[19] The Rules of Court, Rule 16, **Section 1.** *Grounds*. — **Within the time for but before filing the answer** to the complaint or pleading asserting a claim, a motion to dismiss may be made on any of the following grounds:

(a) That the court has no jurisdiction over the person of the defending party;
(b) That the court has no jurisdiction over the subject matter of the claim;
(c) That venue is improperly laid;
(d) That the plaintiff has no legal capacity to sue;
(e) That there is another action pending between the same parties for the same cause;
(f) That the cause of action is barred by a prior judgment or by the statute of limitations;
(g**) That the pleading asserting the claim states no cause of action;**
(h) That the claim or demand set forth in the plaintiff's pleading has been paid, waived, abandoned, or otherwise extinguished;
(i) That the claim on which the action is founded is enforceable under the provisions of the statute of frauds; and
(j) That a condition precedent for filing the claim has not been complied with.(Emphasis supplied)

[20] *Twombly v. Bell Atl. Corp*., 425 F.3d 99, 106 (2d Cir. 2005).

[21] *Heirs of Marcelo Sotto v. Palicto,* G.R. No. 159691, February 17, 2014, 716 SCRA 175, 183-184.

[22] *Ulpiano Balo, CA*, 508 Phil. 224, 231 (2005), citing *Ventura v. Bernabe*, 148 Phil. 610 (1971), cited in *Dabuco v. Court of Appeals*, 379 Phil. 939 (2000).

[23] *Jan-Dec Construction Corporation v. CA,* 517 Phil. 96, 108 (2006), *citing Vda. de Daffon v. Court of Appeals*, 436 Phil. 233, 239 (2002). judiciary/supreme_court/jurisprudence/2002/aug2002/129017.htm

the court can render a valid judgment in accordance with the prayer if the truth of the facts alleged is admitted.[24]

In this case, MAC seeks the Court's attention to the following allegations in the complaint as cited in the petition:

> 5. On or about 18 September 2008, defendant PAF contracted defendant Chervin for the overhaul of two (2) T76 aircraft engines, with serial numbers GE-00307 and GE-00039, respectively.
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> 6. Defendant Chervin did not and does not have the capacity, technical skilled personnel or tools to directly perform the overhaul of aircraft engines. In order to perform the overhaul services, defendant Chervin and its Managing Director/Proprietor, defendant Sosing, acting for and on behalf or for the benefit of defendant PAF, commissioned plaintiff to perform the services and to overhaul the subject aircraft engines for the price of US$364,577.00.
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> 10. Meanwhile, on or about 7 November 2008, defendant PAF released the amount of Twenty Three Million Seven Hundred Sixty Thousand Pesos (₱23,760,000.00) to its agents, defendants Chervin and Sosing, as payment of 90% of the total price of the overhaul services. Defendant PAF retained a 10% retention fund in the amount of Two Million Three Hundred Seventy Six Thousand Pesos (₱2,376,000.00). A copy of defendant PAF's letter dated 21 December 2009 to Trade Commissioner of the Canadian Embassy, affirming the PAF's release and retention of the aforestated sums of money, is attached hereto as Annex "I".
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> 11. However, notwithstanding defendant PAF's release of funds covering 90% payment for the repair of the subject aircraft engines, defendant PAF's agents – defendants Chervin and Sosing – did not pay plaintiff for the services rendered, leaving an indebtedness to plaintiff in the amount of Two Hundred Sixty Four Thousand Five Hundred Seventy Seven US Dollars (US$264,577.00).
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> xxx
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> 18. Meanwhile, plaintiff also sent to defendant PAF – as the principal of defendants Chervin and Sosing, and the beneficiary of plaintiff's overhaul and repair services which were commissioned by defendants Chervin and Sosing for and on its behalf – a demand letter dated 26 January 2010, demanding the release of the 10% retention amount of Two Million Three Hundred Seventy Six Thousand Pesos (₱2,376,000.00) directly to plaintiff, as partial payment of the amount owed to it. A copy of plaintiff's demand letter to defendant PAF is attached hereto as Annex "M".

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[24] See *Unicapital, Inc. v. Consing, Jr.*, G.R. Nos. 175277 and 175285, September 11, 2013, 705 SCRA 511, 526; citations omitted.

> 19. However, in a reply letter dated 3 March 2010, defendant PAF rejected plaintiff's demand, alleging that 'the amount of retention money (₱2, 376,000.00) withheld by the PAF is kept in trust for Chervin Enterprises who is the owner thereof. A copy of defendant PAF's reply letter dated 3 March 2010 is attached hereto as Annex "N".
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> 20. As defendants Chervin's and Sosing's principal, defendant PAF must comply with all the obligations which its agents, defendants Chervin and Sosing, may have contracted within the scope of their authority (Article 1910, Civil Code of the Philippines). These obligations include paying plaintiff in full for the overhaul and repair services performed on defendant PAF's aircraft engines, which services were commissioned by defendants Chervin and Sosing for and on behalf of defendant PAF.
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> 21. Hence, as the principal of defendants Chervin and Sosing, and the beneficiary of plaintiff's overhaul and repair services, defendant PAF must be made answerable for defendants Chervin's and Sosing's failure to pay plaintiff. Therefore, as an alternative cause of action in the event that the First Cause of Action is not and/or cannot be fully satisfied by defendants Chervin and Sosing, defendant PAF must be held liable for the outstanding amount of Two Hundred Sixty Four Thousand Five Hundred Seventy Seven US Dollars (US$264,577.00), plus 12% legal interest thereon from 15 January 2009 until full payment is received.[25]

In essence, MAC asserts that the allegations stating that Chervin "acted for and in behalf" of a "principal," PAF, in tapping its services for the overhaul of the aircraft engines, completed with the requirements of sufficiency in stating its cause of action against PAF. MAC claims that its allegation of Chervin being "mere agents" of PAF in the overhaul contract, establishes clearly, under the premise of admitting them as true for purposes of a Rule 16 challenge, its entitlement to recover from PAF, the latter being the "principal" and "beneficiary."

The Court is not persuaded.

The standard used in determining the sufficiency of the allegations is not as comprehensive as MAC would want to impress.

The assumption of truth (commonly known as hypothetical admission of truth), accorded under the test, does not cover all the allegations pleaded in the complaint. Only ultimate facts or those facts which the expected evidence will support[26] are considered for purposes of the test.[27] It does not cover legal conclusions or evidentiary facts.

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[25] See Petition, *rollo*, pp. 18-20.
[26] Black's Law Dictionary, Fourth Ed., citing *McDuffie v. California Tehama Land Corporation*, 138 Cal. App. 245, 32 P.2d 385, 386.
[27] See *Abacan, Jr. v. Northwestern University, Inc.*, 495 Phil. 123, 133 (2005).

The reason for such a rule is quite simple. The standard requires that "[e]very pleading shall contain in a methodical and logical form, a plain, concise and direct statement of the ultimate facts on which the party pleading relies for his claim or defense, as the case may be, omitting the statement of mere evidentiary facts."[28] Thus, trial courts need not overly stretch its limits in considering all allegations just because they were included in the complaint. Evidently, matters that are required and expected to be sufficiently included in a complaint and, thus, accorded the assumption of truth, exclude those that are mere legal conclusions, inferences, evidentiary facts, or even unwarranted deductions.

In this case, the averment that Chervin acted as PAF's mere agents in subsequently contracting MAC to perform the overhauling services is not an ultimate fact. Nothing can be found in the complaint that can serve as a premise of PAF's status as the principal in the contract between Chervin and MAC. No factual circumstances were alleged that could plausibly convince the Court that PAF was a party to the subsequent outsourcing of the overhauling services. Not even in the annexes can the Court find any plausible basis for the assertion of MAC on PAF's status as a principal. Had MAC went beyond barren words and included in the complaint essential supporting details, though not required to be overly specific, this would have permitted MAC to substantiate its claims during the trial and survive the Rule 16 challenge. In short, factual circumstances serving as predicates were not provided to add to MAC's barren statement concerning PAF's liability.

What MAC entirely did was to state a mere conclusion of law, if not, an inference based on matters not stated in the pleading. To clarify, a mere allegation that PAF, as a principal of Chervin, can be held liable for non-payment of the amounts due, does not comply with the ultimate fact rule. Without the constitutive factual predicates, any assertion could never satisfy the threshold of an ultimate fact.

Not being an ultimate fact, the assumption of truth does not apply to the aforementioned allegation made by MAC concerning PAF. Consequently, the narrative that PAF can be held liable as a principal in the agreement between Chervin and MAC cannot be considered in the course of applying the sufficiency test used in Section 1(g) Rule 16. It, therefore, produces no link to the alleged PAF's correlative duty to pay the amounts being claimed by MAC – a necessary element of a cause of action that must be found in the pleading.

Lacking that essential link, and after hypothetically admitting the truth of all the allegations other than those that are ought to be excluded for not being ultimate facts, it is demonstrable that the CA correctly ruled for the

[28] The Rules of Court, Rule 8, Section 1.

dismissal of the complaint on the ground of MAC's failure to state its cause of action against PAF.

The foregoing discussion makes plain that the CA did not act prematurely in dismissing the complaint. To reiterate, in a motion to dismiss filed under Section 1(g) of Rule 16, the issue is not whether the plaintiff is entitled to relief. Instead, the issue is simply whether the plaintiff, on the basis of the allegations hypothetically admitted as true, can be permitted to substantiate the claims during the trial. The trial court only passes upon the issue on the basis of the allegations in the complaint assuming them to be true and does not make any inquiry into the truth of the allegations or a declaration that they are false. [29]

Perhaps, the CA might have been misunderstood as, indeed, the tenor of its decision apparently gave an untimely conclusion that no agency relationship existed. Be that as it may, this Court affirms the findings of the CA - that the order of dismissal of MAC's complaint against PAF is proper.

Proceeding now to whether PAF violated the three-day notice rule relative to its motion to dismiss filed before the RTC, it has been repeatedly held that the three 3-day notice requirement in motions under Sections 4 and 5, Rule 15 of the Rules of Court as mandatory for being an integral component of procedural due process.[30] Just like any other rule, however, this Court has permitted its relaxation subject, of course, to certain conditions. Jurisprudence provides that for liberality to be applied, it must be assured that the adverse party has been afforded the opportunity to be heard through pleadings filed in opposition to the motion. In such a way, the purpose behind the three-day notice rule is deemed realized. In *Anama v. Court of Appeals*,[31] the Court explained:

> In *Somera Vda. De Navarro v. Navarro,* the Court held that there was substantial compliance of the rule on notice of motions even if the first notice was irregular because no prejudice was caused the adverse party since the motion was not considered and resolved until after several postponements of which the parties were duly notified.
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> Likewise, in *Jehan Shipping Corporation v. National Food Authority*, the Court held that despite the lack of notice of hearing in a motion for reconsideration, there was substantial compliance with the requirements of due process where the adverse party actually had the opportunity to be heard and had filed pleadings in opposition to the motion. The Court held:

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[29] *Saint Mary of the Woods School, Inc. v. Office of the Registry of Deeds of Makati City*, 596 Phil. 778, 804 (2009).

[30] *Cabrera v. Ng,* G.R. No. 201601, March 12, 2014, citing *Jehan Shipping Corporation v. National Food Authority,* 514 Phil. 166, 173 (2005).

[31] 680 Phil. 305 (2012), citing *Fausto R., Preysler, Jr. v. Manila South Coast Development Corporation*, 635 Phil. 598, 604-605 (2010).

> This Court has indeed held time and again, that under Sections 4 and 5 of Rule 15 of the Rules of Court, mandatory is the requirement in a motion, which is rendered defective by failure to comply with the requirement. As a rule, a motion without a notice of hearing is considered pro forma and does not affect the reglementary period for the appeal or the filing of the requisite pleading.[32]

Here, the Court agrees with the observations of the OSG, representing PAF. Indeed, it is a matter of record that during the August 21, 2010 scheduled hearing, MAC's counsel did not object to receiving the copy of PAF's motion to dismiss on the same day. What that counsel did instead was to ask for a period of 15 days within which to file its comment/opposition to the said motion which the RTC granted. On September 14, 2010, MAC filed its Opposition.[33]

Clearly, MAC was afforded the opportunity to be heard as its opposition to the motion to dismiss was considered by the RTC in resolving the issue raised by PAF. Objectively speaking, the spirit behind the three (3)-day notice requirement was satisfied.

One Final Note

The Court has observed that Chervin was allowed and considered qualified to bid despite the fact that it had no technical capability to provide the services required by the PAF. It is quite disturbing that after Chervin's initial subcontracting agreement with MAC, another layer of subcontractor entered the scene so that the overhaul and repair could be completed. Moreover, it appears that the subcontractors engaged by Chervin are foreign entities.

These arrangements appear to be non-compliant with the rules on subcontracting particularly on disclosure and the limits on the participation of foreign entities. Under the Government Procurement Policy Board *(GPPB)* Manual of Procedures for the Procurement of Goods and Services, subcontracting rules are laid down as follows:

> Generally, a supplier may be allowed to subcontract a portion of the contract or project. However, the supplier should not be allowed to subcontract a material or significant portion of the contract or project, which portion must not exceed twenty percent (20%) of the total project cost. The bidding documents must specify

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[32] *Anama v. Court of Appeals*, supra note 31, at 317-318.
[33] *Rollo*, pp. 223-234.

> what are considered as significant/material component(s) of the project. **All subcontracting arrangements must be disclosed at the time of bidding, and subcontractors must be identified in the bid submitted by the supplier. Any subcontracting arrangements made during project implementation and not disclosed at the time of the bidding shall not be allowed**. The subcontracting arrangement shall not relieve the supplier of any liability or obligation under the contract. Moreover, subcontractors are obliged to comply with the provisions of the contract and shall be jointly and severally liable with the principal supplier, in case of breach thereof, in so far as the portion of the contract subcontracted to it is concerned. **Subcontractors are also bound by the same nationality requirement that applies to the principal suppliers.**[34]
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> [Emphases Supplied]

Were the above stated rules adhered to? As the Court has no time and resources to probe into the matter, it is in the interest of the public that separate investigations be conducted by the Office of the Ombudsman and the Commission on Audit to find out if the provisions in the Government Procurement Reform Act *(Procurement Law)* and its implementing rules and regulations on subcontracting and participation of foreign suppliers of services were complied with.

If warranted by any initial finding of irregularities, appropriate charges should be filed against the responsible officers.

WHEREFORE, the petition is **DENIED**.

The Office of the Ombudsman and the Commission on Audit are hereby ordered to investigate and find out if the provisions in the Procurement Law and its implementing rules and regulations on subcontracting and participation of foreign bidders were complied with and file the appropriate charges, if warranted.

SO ORDERED.

JOSE CATRAL MENDOZA
Associate Justice

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[34] See the GPPB Manual of Procedures for the Procurement of Goods and Services.

WE CONCUR:

ANTONIO T. CARPIO
Associate Justice
Chairperson

(On Leave)
ARTURO D. BRION
Associate Justice

MARIANO C. DEL CASTILLO
Associate Justice

MARVIC M.V.F. LEONEN
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.

ANTONIO T. CARPIO
Associate Justice
Chairperson, Second 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 the Court's Division.

MARIA LOURDES P. A. SERENO
Chief Justice