

REPLY-AFFIDAVIT

TO: Cebu City Chief Prosecutor

FROM: Allan Douglas Wilson (proceeding self-directed)

DATE: September 25, 2025

RE: Reply-Affidavit in Response to Joint Counter-Affidavit of Nerissa R. Glema and Marycris Z.

Bontuyan

I. INTRODUCTION

I am writing this Reply-Affidavit in response to the Joint Counter-Affidavit submitted by counsel Nerissa R. Glema and Marycris Z. Bontuyan representing the respondent, Taft Property Venture Development Corporation, also known as 'Taft Properties' and herein referred to as 'Taft'. The counter-affidavit contains material misstatements of law and fact that require correction and clarification for the proper disposition of this preliminary investigation.

II. PROCEDURAL ERRORS IN RESPONDENTS' COUNTER-AFFIDAVIT

A. False Assertion Regarding Judicial Affidavit Requirements

Respondents' counsel erroneously assert that a judicial affidavit is required to file a criminal complaint in preliminary investigation proceedings. This assertion is demonstrably false under existing law. As established in my Response to Demand for Judicial Affidavit dated August 27, 2025, DOJ Circular No. 015, Series of 2024 explicitly enumerates the types of affidavits required for preliminary investigation proceedings as Complaint Affidavit, Affidavit of Desistance, Counter-Affidavit, Reply-Affidavit, Rejoinder Affidavit, and Affidavit of Witnesses.

Judicial affidavits are conspicuously absent from this exhaustive list. The Supreme Court's Judicial Affidavit Rule (A.M. No. 12-8-8-SC) specifically governs court proceedings, not preliminary investigations conducted by the Department of Justice. The respondents' counsel's fundamental misunderstanding of basic procedural requirements raises serious questions about their competency to represent the respondents in these proceedings.

III. SUBSTANTIVE RESPONSES TO MATERIAL ALLEGATIONS

A. Administrative Remedies Were Properly Exhausted

Contrary to respondents' assertions, all reasonable administrative remedies were properly exercised. The Housing and Land Use Regulatory Board (HLURB) Human Settlements Adjudication Commission (HSAC) rendered a decision which Taft has failed to recognize in its response, the HSAC complaint was dismissed due to the quasi-judicial body's inability to recognize a valid Special Power of Attorney granting rights of property to the Complainant, citing no relationship to the Complainant which is proven false by the established chain of ownership documented through the Special Power of Attorney and Quit Claim Waiver executed on August 8, 2022. Taft had a legal obligation to the current owner as soon as the SPA and Quit Claim were presented which divested the previous owner of all interests. The HSAC's dismissal order was sent as an attachment to the Demand letter sent to Taft and dated August 8, 2025.

On July 13, 2023, a conciliatory conference was held at the Department of Human Settlements and Urban Development (DHSUD) where the condominium unit was established as fully paid for, proof of payment was presented and acknowledged, and the Complainant's legitimate claim to the title was recognized. However, Attorney Princess, representing Taft at this conference, denied the Complainant's right to the condominium despite the unit being fully paid for and consequently denied any claimed

damages. This denial occurred despite Attorney Princess being made fully aware of the facts establishing the Complainant's legitimate ownership rights.

Following the HSAC matter being improperly rejected based on the failure to recognize the valid SPA rather than any procedural deficiency, the matter was elevated to Malacañang's Presidential Action Center (PACe) regarding enforcement of Presidential Decree 957, as the President retains executive authority to address judicial decisions that contravene established law.

B. Respondents' Late Filing Demonstrates Bad Faith

Normally, a subpoena is not required for a party to respond to a criminal complaint, however the respondents' counter-affidavit was due ten calendar days from the preliminary conference, which deadline fell on September 20, 2025. The current response is filed beyond this deadline, demonstrating respondents' unwillingness to engage in lawful proceedings in good faith and further supporting the pattern of obstruction and delay that has characterized their conduct throughout this proceeding and related proceedings.

C. Corporate Liability Is Well-Established

Respondents' argument that corporations cannot be held criminally liable is legally baseless. Philippine jurisprudence and statutory law clearly recognize corporate criminal liability. Taft Property Development Ventures Corp., as a legal entity, can and must be held accountable for violations of Presidential Decree 957, Estafa provisions, and Consumer Protection laws. The unsupported assertion that only individuals can be prosecuted would render meaningless the entire body of corporate criminal law in the Philippines. Further to establishing liability in the Philippines, defrauding a U.S. citizen of property may subject Taft to economic sanctions pursuant to published entity sanctions lists.

IV. EVIDENTIARY RECORD SUPPORTING CRIMINAL LIABILITY

A. Evidence of Perjury and Misrepresentation

As detailed in the Motion for Issuance of Subpoena Duces Tecum and Subpoena Ad Testificandum dated September 22, 2025, material perjurious statements were made during the September 10, 2025 preliminary hearing. Attorney Princess made false sworn statements claiming "There is a mortgage on the condo" and "The Title was sent to PNB in July or August, 2023 after our (conciliatory) meeting." These statements directly contradict the respondent attorney's own knowledge as well as established documentary evidence including the Mortgage Clearance Certificate received from PNB on October 13, 2021, demonstrating that any mortgage was satisfied in October of 2021, ten months before the purchase agreement was even executed. Additional contradictory evidence demonstrating the respondents' knowledge of the current ownership includes the October, 2023 HSAC case filing against Taft in which all proofs of purchase were represented, and DHSUD Communication to Taft President dated February 13, 2023.

B. Fabricated Transmittal Documentation and Implausible Timeline

The purported transmittal sheet submitted by respondents contains multiple irregularities warranting investigation. The date on the transmittal sheet appears altered, with inconsistencies between claimed transmission dates varying from "July or August 2023" to "February 2024." It can be inferred that the sending date was later revised to plausibly allow signing of the transmittal by a current manager. The printed name of the PNB recipient is not indicated, and signature styles, ink, and pen characteristics are identical between sender and receiver which suggests fabrication. The entire transmittal sheet appears written and signed by all parties simultaneously before approval by a manager, which is impossible for a legitimate courier transmission. Due to the apparently fabricated nature of the Transmittal Sheet is it unlikely that the identity of the receiver of the title at PNB, known only by an inconsistent signature, can be legitimately verified.

Furthermore, it is implausible to propose that title delivery took over one week as the partial date of receipt suggests, indicating March of 2024, for a distance of merely 550 meters between Taft's office and PNB Mabolo Branch. No records have been produced of the alleged employee delivery, which should include taxi receipts or transportation records, CCTV footage from either location, log books at PNB Mabolo documenting receipt, and Registry of Deeds log books showing the noted date of title release. If the transmittal document were legitimate then such supporting information from the respondents would be forthcoming.

The sole reliance on a transmittal sheet of questionable authenticity, without reference to any means of transmission, further contributes to the appearance of fabricated evidence under Philippine law:

“A person who fabricates evidence or testifies falsely commits perjury if the false statement is made under oath..” ‘Perjury’ (Article 183, RPC).

The attorneys who drafted the respondents' counter-affidavit are not known to possess the requisite forensic or documentary examination expertise to provide credible opinions regarding document authenticity.

C. Text Message Evidence, DHSUD Correspondence, and Available Witness Testimony

Supporting documentary evidence includes text messages with Taft Corporate Office personnel in 2022 demonstrating acknowledgment of title issues and promises to contact complainant when title became available. Official correspondence from DHSUD regarding the Office of the President's inquiry into the right to appeal the HSAC decision, which had already been improperly denied by the HLURB Office, provides additional governmental recognition of the legitimacy of the Complainant's claims.

Documentation of the elevation of this matter to the Office of the President for executive intervention further establishes the exhaustion of administrative remedies.

Testimony may be produced by the attorney who accompanied the Complainant on August 9, 2022 to claim the title at Taft Office in 2022, providing first-hand evidence of the attempts to secure the title and Taft's acknowledgment of its obligations. This witness can testify to the representations made by Taft personnel and the company's admitted responsibility for title delivery.

V. VIOLATIONS OF PRESIDENTIAL DECREE 957

Presidential Decree 957 establishes clear obligations for developers to deliver titles within reasonable timeframes. Taft's retention of the title for over six years without delivery or meaningful contact with either the original or current owner constitutes a clear violation of these statutory requirements.

Throughout this entire period represented in the Complaint, Taft kept the property on their books as an asset, and as the owner indicated on the disputed title, they logically profited from the asset value remaining on their books while simultaneously denying the legitimate owners access to their property rights. The company's failure to recognize the valid chain of ownership established through properly executed legal documents compounds this violation and demonstrates willful disregard for established property law.

The pattern of deception, misrepresentation, and failure to communicate with property owners constitutes violations of the Philippine Consumer Protection Act, compounding the criminal liability under PD 957. In violation of Consumer Protection Laws, no public representations were made by Taft that suggest a six-year time period to acquire a condominium title is expected upon purchase, establishing deceptive practices that mislead consumers about the reasonable expectations for title delivery. The deliberate denial of the Complainant's rights despite full payment and proper documentation establishes the fraudulent intent necessary for criminal prosecution.

VI. ESTAFA ELEMENTS CLEARLY ESTABLISHED

The elements of Estafa are clearly present in this case. Deceit and fraudulent means are demonstrated through misrepresentations regarding mortgage status and title transmission, including the fabrication of documents purporting to show delivery when no such delivery is known to have occurred. Damage is established through property valued over PHP 6,000,000 being effectively frozen for over six years, preventing sale or financing and causing substantial economic harm to the Complainant. The causal connection between Taft's deliberate retention and misrepresentation and the resulting damages is direct and undeniable.

The company's conscious decision to deny the Complainant's legitimate ownership rights while simultaneously failing to contact the original purchaser demonstrates the systematic nature of the fraudulent scheme designed to retain control over valuable property without legal justification. This motive was first established at the DHSUD conciliatory conference where Attorney Princess deliberately denied the Complainant's right to the condominium despite it being fully paid for and consequently denied any claimed damages through material misrepresentation, establishing a clear pattern of deception designed to avoid financial responsibility for the company's failures.

VII. PRAYER FOR RELIEF

WHEREFORE, premises considered, it is respectfully prayed that the Joint Counter-Affidavit be given no credence given the fundamental legal errors and misrepresentations contained therein. The Motion for Issuance of Subpoena Duces Tecum and Subpoena Ad Testificandum dated September 22, 2025 should be granted to secure additional evidence of perjury and document fabrication. A finding of probable cause should be issued for violations of Presidential Decree 957, Estafa, and the Consumer Protection Act. Such other relief as may be deemed just and equitable under the circumstances should also be granted.

VIII. VERIFICATION

I, Allan Douglas Wilson, of legal age, married, U.S. citizen, and resident of Cebu, after having been duly sworn in accordance with law, hereby depose and state:

That I am the Complainant in the above-entitled case; that I have read the foregoing Reply-Affidavit and know the contents thereof; that the same are true and correct of my own personal knowledge or based on authentic records.

Allan Douglas Wilson

Complainant

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2025, at _____, Cebu, Philippines.

NOTARY PUBLIC

My commission expires: _____

Doc. No. ____

Page No. ____

Book No. ____

Series of 2025

COPY FURNISHED:

Taft Property Development Ventures Corp.

c/o Atty. Princess

8th Floor, East Gate Cebu Tower

1 Cardinal Rosales Ave, Cebu City, 6000 Cebu, Philippines

Date served: _____



Allan Wilson <wilson.allan.d@gmail.com>

Fw: CERTIFICATE OF FULL PAYMENT FAO MANATAD

Rosalie C De Villa <devillarc@pnb.com.ph>

Wed, Oct 13, 2021 at 8:57 AM

To: Roderick Manatad <roderickdatanam@gmail.com>, "cecille1365@gmail.com" <cecille1365@gmail.com>, "wilson.allan.d@gmail.com" <wilson.allan.d@gmail.com>, "bbve.lawnet@gmail.com" <bbve.lawnet@gmail.com>
Cc: Joyce Ann Gabutan <gabutanj@pnb.com.ph>, Nina S Afbale <afablens@pnb.com.ph>, Reyleoncio Dagas <dagasro@pnb.com.ph>

Hi Mr. Manatad & Mr. Wilson,

Forwarding below email with attachment.

Thank you,

ROSALIE DE VILLA-MENDOZA

Business Development Manager

Wholesale Banking Group / Developer Loan - End User Division

10th Floor, Allied Bank Center, [6754 Ayala Avenue](#), 1226 Makati City

Telephone No. 816-3311 local 3853

Mobile: Smart: 0998-1521682

From: Joyce Ann Gabutan <gabutanj@pnb.com.ph>**Sent:** Wednesday, October 13, 2021 8:54 AM**To:** Roderick Manatad <roderickdatanam@gmail.com>; Cecilia Pabalay <cecille1365@gmail.com>; Allan Wilson <wilson.allan.d@gmail.com>; bbve.lawnet@gmail.com <bbve.lawnet@gmail.com>**Cc:** Rosalie C De Villa <devillarc@pnb.com.ph>; Nina S Afbale <afablens@pnb.com.ph>; Reyleoncio Dagas <dagasro@pnb.com.ph>**Subject:** CERTIFICATE OF FULL PAYMENT FAO MANATAD

Hi Mr. Manatad & Mr. Wilson,

Good day!

I would like to inform you that your Housing Loan with PN. No 900005332020 has been fully paid and account is closed. Please see attached Certificate of Full Payment for your reference.

I will let you know once the COFP is already available for pickup here in our Cebu-Mabolo office. May I request the coordination and presence of Ms. Cecil as the AIF please?

Thank you.

Hi Ma'am Rose,

Requesting to forward email w/ attachment please.

Thank you.

Best Regards,

Joyce Ann Gabutan

Wholesale Housing Loan Division | PROJECT BERLIN-Collections

Philippine National Bank

2/F GPH Central, F. Cabahug St., Mabolo, Cebu City

Email: gabutanj@pnb.com.ph

www.pnb.com.ph

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MANATAD, RODERICK DINOY - COFP.pdf

429K



CERTIFICATION

This is to certify that **MANATAD, RODERICK DINOY**, with address at **SAN ANTONIO STREET, PUROK CAMOTE, BRGY. CAMBARO, MANAUE CITY, CEBU**, has fully paid the following loan obligation with the Philippine National Bank:

TYPE OF LOAN	Housing Loan
PROMISSORY NOTE NO.	00900005332020
AMOUNT	PHP 3,538,400.00
DATE GRANTED	07/25/2019
MATURITY DATE	09/25/2034
DATE CLOSED	10/12/2021

This certification is issued at the request of the Borrower to attest to the status of the particular loan described above, but does not include other loan obligation/s and/or credit facility/ies availed of by the Borrower with the Bank, which are still existing or outstanding, if any.

Done this 12TH day of October 2021, in Makati City.

Prepared by:

JOHN MEROVEE BAUTISTA
Loans Processor

Reviewed by:

CRYSTAL JUSTINE E. TAN
Loans Officer - Account Maintenance
and Servicing Section

Noted by:

GLENDAM. AGBAYANI
Department Head – Retail Loans Servicing Department

Republic of the Philippines
HUMAN SETTLEMENTS ADJUDICATION COMMISSION
Regional Adjudication Branch VII
11th Floor, MDCT Building, Lot 9, Block 20, Leyte Loop,
Cebu Business Park, Barangay Hipodromo, Cebu City

ALLAN DOUGLAS WILSON
Complainant,

RVII-REM-231031-0071

-versus-

**TAFT PROPERTY
DEVELOPMENT, INC.,**
Respondents.

X -----/

ORDER OF DISMISSAL

Before this Office is a complaint for delivery of title and for payment of damages, attorney's fees and cost of litigation.

However, this Office finds that the complaint failed to state a cause of action against the Respondent.

Failure to state a cause of action refers to the insufficiency of allegation in the pleading. In "failure to state a cause of action," the examination is limited to the complaint in that whether it contains an averment of the three (3) essential elements of a cause of action, namely: (a) a right in favor of the plaintiff by whatever means and under whatever law it arises or is created; (b) an obligation on the part of the named defendant to respect or not to violate such right; and (c) an act or omission on the part of the named defendant violative of the right of the plaintiff or constituting a breach of the obligation of defendant to the plaintiff for which the latter may maintain an action for recovery. Dismissal on the ground of

"failure to state a cause of action" is a procedural remedy to resolve a complaint saving the parties the costs of going into trial.¹

In this case, Complainant failed to allege any right that has been violated by an act or omission of Respondent.

Admittedly, the Complainant, Allan Douglas Wilson, is the second buyer of a condominium unit identified as Unit 45-Q of Horizons Tower 2 after purchasing the same from Roderick Dinoy Manatad, who is the original or first buyer, by virtue of a Deed of Absolute Sale dated 08 August 2022.

The Respondent is not a party or privy to the said Deed of Absolute Sale.

Considering that there is no privity of contract, it follows that the Complainant has no legal personality to institute the instant complaint or cause of action against the Respondent for breach of contract and for specific performance.

It is an elementary rule that every action must be prosecuted or defended in the name of the real party-in-interest.²

A real party in interest is one who has a legal right. Since a contract may be violated only by the parties thereto as against each other, in an action upon that contract, the real parties-in-interest, either as plaintiff or as defendant, must be parties to the said contract. The action must be brought by the person who, by substantive law, possesses the right sought to be enforced.³

It is worth stressing that a complaint that fails to state a cause of action is dismissible.

¹ See Philippine National Bank vs. Elenita V. Abello, Ma. Elena Elizabeth A. Fider, Jonathan V. Abello, Manuel V. Abello, Jr. and Vincent Edward V. Abello (G.R. No. 242570, September 18, 2019)

² See Section 8, Rule 3, Rules of Procedure of the Human Settlements Adjudication Commission.

³ See Ma. Teresa Vidal, Lulu Marquez and Carlos Sobremonte versus Ma. Teresa O. Escueta represented by Herman O. Escueta, G.R. No. 156228, December 10, 2003

Pursuant to Sections 27 and 99 of the Rules⁴, the Regional Adjudicator shall *motu proprio* dismiss the complaint without prejudice upon a finding that the case does not fall within the jurisdiction of the HSAC, **the complaint fails to state a cause of action**, or the same is not sufficient in form and substance.

WHEREFORE, premise considered, this Office is left with no other recourse but to dismiss the instant complaint without prejudice.

SO ORDERED. 20 November 2023, Cebu City, Philippines.


JOE VINSON M. EMPACES

Copy furnished:

ALLAN DOUGLAS WILSON

Complainant

Unit 45-Q, 45th Floor, Horizons Tower 2

General Maxilom Ave., Cogon-Ramos, Cebu City

Contact No.: 0963 637 4588

⁴ "xxx the Regional Adjudicator shall *motu proprio* dismiss the Complaint upon a finding that the case does not fall within the jurisdiction of the HSAC, the Complaint fails to state a cause of action, or the same is not sufficient in form and substance."

Office of the President
of the Philippines
Malacañang

1st Indorsement
Manila, 05 February 2024

Respectfully referred to **Executive Commissioner ATTY. MELZAR P. GALICIA**, Human Settlements and Adjudication Commission (HSAC), Quezon City, for appropriate action, subject to existing laws, rules and regulations, the attached 24 January 2024 electronic mail of Mr. Allan Douglas Wilson with enclosures relative to the dismissal of his complaint filed before the HSAC Cebu City.

Advice on the action taken direct to the party concerned, copy furnished this office, will be highly appreciated.


ATTY. ROWENA TURINGAN-SANCHEZ-CESO II
Director IV, Legal Office

Copy furnished:

Mr. Allan Douglas Wilson
wilson.allan.d@gmail.com



Republic of the Philippines
Department of Human Settlements and Urban Development
Kagawaran ng Pananahanang Pantao at Pagpapaunlad ng Kalunsuran
Region 7

13 February 2023

THE PRESIDENT

Taft Property Venture Dev't Inc.

8th Floor, MSY Tower, Pescadores Road, Cebu Business Park, Cebu City

Dear **Mr. President**:

Greetings!

This refers to the complaint of Allan D. Wilson (DHSUD2023-R7-EPA- 0196), the details of which are specified in the attachments.

Kindly comment/act on the matter by **COORDINATING DIRECTLY WITH THE COMPLAINANT** and copy-furnish the Office for the action/s taken regarding the issues, within a period of five (5) days from receipt hereof.

For any inquiries or for any other concerns, please contact us through our email: region7@dhsud.gov.ph.

For your information and appropriate action.

Very truly yours,

ATTY. LYNDON B. JUNTILLA
Regional Director

ORD/LDJ/CAF/rrc

End:
Complaint of Allan D. Wilson

Copy Furnished:

Allan D. Wilson
wilson.allan.d@gmail.com