

****Title:**** Florentino Reyes, et al. vs. Court of Appeals and Jacinta Reyes, et al.

****Facts:****

- On July 29, 1970, Florentino Reyes and his sisters Jacinta, Paula, and Petra allegedly entered into a Deed of Extrajudicial Partition and Settlement regarding a 383 square meter parcel of land in Bangkal, Makati, which was under their father, Bernardino Reyes' name.
- The Deed stated that the sisters waived their rights to the land in favor of Florentino, with Paula receiving 50 square meters.
- On March 16, 1971, Florentino registered the Deed and obtained Transfer Certificates of Title (TCT) for 333 square meters in his name and 50 square meters in Paula's.
- In May 1985, after discovering the registration of the Deed, the sisters denied knowledge or execution of the document, alleging forgery.
- The Notary Public, Atty. Jose Villena, who was claimed to notarize the Deed, was not on the list of accredited notaries in Pasay City.
- Florentino later sold 240 square meters to his children and executed a Deed of Co-owners' Partition with them and Paula assigning one-seventh shares each.
- On May 27, 1985, the sisters filed a complaint to nullify the Deed and the subsequent titles, along with a preliminary injunction against Florentino at the Makati Regional Trial Court.
- The court found the signatures on the Deed forged and simulated, subsequently voiding it. The decision was affirmed by the Court of Appeals.

****Issues:****

1. Whether the Deed of Extrajudicial Partition and Settlement was a forgery.
2. Whether Florentino acquired ownership through acquisitive prescription despite alleged forgery.
3. Whether the complaint should be dismissed and petitioners awarded relief based on counterclaims.

****Court's Decision:****

1. ****Forgery****: The Supreme Court upheld the lower courts' findings of forgery in the Deed of Extrajudicial Partition and Settlement. It agreed with the observations that the signatures were likely written by the same hand and noted inconsistencies in the acknowledged notarial process, confirming that Atty. Villena was not a commissioned notary for Pasay during the relevant time.

2. **Acquisitive Prescription**: The Court dismissed the claim of acquisitive prescription. It reasoned that possession under a forged document could not be in good faith, and thus, the requirements under Articles 1117 and 1134 for acquisitive prescription were not satisfied. Further, as the land was titled in the name of Bernardino Reyes, adverse possession claims against it were insufficient.

3. **Dismissal of Complaint and Relief**: Given the nullity of the Deed, other connected transactions and titles were also declared void, and thus the Court dismissed claims of error in not granting reliefs sought by petitioners in their counterclaims.

Doctrine:

- Falsification of document signatures constitutes forgery, nullifying its legal effects.
- Acquisitive prescription requires possession in good faith under a just title; forgery precludes such claims.
- Validity of public documents cannot be solely upheld based on formal notarial acknowledgment, especially in presence of factual inconsistencies.

Class Notes:

- **Forgery**: Signatures forged means document is void.
- **Good Faith in Property Law**: Essential for claims of acquisitive prescription.
- **Civil Code Citations**: Articles 1117, 1134 on acquisitive prescription and Article 526 on good faith.
- **Burden of Proof**: Lies on the party asserting authenticity against allegations of forgery.

Historical Background:

- This case illustrates property disputes within family dynamics, highlighting issues of property settlement post-mortem in Philippine law.
- Reflects the judicial scrutiny needed for formalities in legal documents, with a historical backdrop of verifying document authenticity in a time of less rigorous digital record-keeping.
- Captures a period before modern reforms were fully established in the registration of public documents and stringent notarial practices in the Philippines.