

****Title:****

Manuel Alejandrino v. Eriberto Reyes as Administrator of the Estate of Gregoria Pañgan, 53 Phil. 973

****Facts:****

1. ****Application for Registration:**** Manuel Alejandrino applied for the registration of four parcels of land (lots Nos. 1, 2, 3, and 4).
2. ****Opposition:**** Eriberto Reyes, as the special administrator of the estate of the deceased Gregoria Pañgan, opposed the registration.
3. ****Trial Court Decision:**** The Court of First Instance (CFI) ordered the registration of lots Nos. 1, 3, and 4 in favor of Alejandrino and denied the registration of lot No. 2.
4. ****Appeal:**** Reyes appealed the decision regarding lots Nos. 1, 3, and 4 to the Supreme Court.

****Background Facts:****

1. ****Initial Ownership:**** The lots were paraphernal property of Gregoria Pañgan.
2. ****Deed of Sale with Right to Repurchase:**** On March 11, 1922, Pañgan executed a deed of sale with the right to repurchase the lots in favor of Alejandrino.
3. ****Consolidation of Title:**** Upon the expiration of the repurchase term, Pañgan and her husband Vicente Cabigting executed a deed of title in fee simple in favor of Alejandrino on November 14, 1923.

****Procedural Posture:****

1. ****Initial Application:**** Alejandrino filed for registration.
2. ****Opposition by Reyes:**** Reyes opposed the application as the estate administrator.
3. ****CFI Ruling:**** The CFI ruled partly in favor of Alejandrino by ordering the registration of lots Nos. 1, 3, and 4 while denying lot No. 2.
4. ****Appeal:**** Reyes appealed the CFI's decision to the Supreme Court.

****Issues:****

1. ****Authenticity of the Deed:**** Whether the deed of November 14, 1923, was fictitious and whether Gregoria Pañgan's signature was genuine.
2. ****Marital License:**** Whether Gregoria Pañgan, a married woman, had proper authorization from her husband to execute the deed.
3. ****Admissibility of Evidence:**** Whether the lower court erred in refusing to admit Exhibit

4 and Exhibit 5 for handwriting comparison.

Court's Decision:

1. **Authenticity of the Deed:**

- The Supreme Court found that the signature on the deed of sale with the right to repurchase (March 11, 1922) matched the signature on the disputed deed (November 14, 1923). Therefore, the signatures were determined to be authentic and made by the same person.
- No evidence indicated the deed was fictitious.

2. **Marital License:**

- The Court held that no special form of license from the husband was required.
- Gregoria Pañgan's husband, Vicente Cabigting, was present and signed the deed, which the Court found sufficient to constitute authorization.

3. **Admissibility of Evidence:**

- The Supreme Court ruled the lower court had the right to insist on proof of authenticity before admitting private documents (Exhibits 4 and 5) as evidence.
- The failure to admit these documents was not considered an erroneous decision.

Doctrine:

1. **Paraphernal Property and Marital Authorization:** A married woman may sell paraphernal property with her husband's participation in signing the document, which constitutes sufficient authorization.
2. **Authenticity of Documents:** The authenticity of signatures must be established before private documents can be admitted as evidence.

Class Notes:

1. **Paraphernal Property:** Property owned by a wife that is not part of the conjugal assets.
2. **Deed of Sale with Right to Repurchase:** A contract where the vendor sells property but retains a right to repurchase it within a specified period.
3. **Marital Authorization:** For a married woman to sell property, the participation of the husband is necessary and signing the document may suffice as authorization.
4. **Admissibility of Evidence:** Private documents require proof of authenticity before admission in court.

Relevant Statutes:

- Civil Code provisions on property and familial rights regarding the authorization of transactions by married individuals.

****Historical Background:****

This case highlights the application of property law concerning paraphernal assets and the necessary marital consents in the early 20th century Philippines. It underscores the necessity of proving the authenticity of signatures in legal documents and demonstrates the judicial interpretation of marital rights in property transactions during that period.