

**SANTIAGO NICOLAS, ANTONIO MATAWARAN, ALBINO CARREON,
VENANCIO MATAWARAN, LUZ FRANCO AND AMPARO DIONISIO,
PETITIONERS, VS. HONORABLE COURT OF APPEALS, LORENZO G.
VALENTIN, JUSTIC...**

G.R. No. L-37631. October 12, 1987

Ponente: FERNAN, J.

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FERNAN, J.:

This is a petition for review of the decision of the Court of Appeals* dated June 15, 1973 in C.A. G.R. No. 36283-R entitled "Santiago Nicolas, Antonio Matawaran, et al. vs. Anastacio Madlangsakay, Hon. Lorenzo G. Valentin, etc., et al." which affirmed the judgment of the Court of First Instance of Bulacan in Civil Case No. 2355 involving the quieting of title over a residential land.

Briefly, the facts are as follows:

In 1951, respondent Anastacio Madlangsakay [a.k.a. Anastacio M. Sakay], rice dealer, married to Lourdes Manuel, bought from Felipe Garcia three parcels of land with a combined area of 8,955 square meters situated in Barrio Matungao, Bulacan, Bulacan and known as Lot Nos. 6, 7 and 8 of Plan PSU 28714. Transfer Certificate of Title No. T-8012 was issued on October 19, 1951 in the name of Anastacio M. Sakay.[1] At the time of the purchase, petitioners were occupying Lot No. 8 [with an area of 6,886 square meters] as tenants.

Negotiations begun for the sale of Lot No. 8 to petitioner-tenants and in an affidavit dated August 26, 1958, Madlangsakay promised to subdivide the land among them at P0.70 per square meter.[2] Nothing came out of the negotiations.

Soon thereafter, the relationship between the new owner and the occupants soured and quickly deteriorated into a series of legal squabbles which culminated in the present controversy.

On April 26, 1961, petitioners filed an amended complaint in the then Court of First Instance of Bulacan against respondent Madlangsakay to quiet title over Lot No. 8 [Civil Case No. 2355]. They alleged that in an affidavit dated August 26, 1958, Madlangsakay agreed to sell the property to them at P0.70 per square meter;[3] that pursuant to that affidavit, Madlangsakay executed several deeds of sale transferring different but uniform portions of the land in favor of Venancio Matawaran, Albino Carreon, Antonio Matawaran, Santiago Nicolas and Amparo Dionisio;[4] that on November 21, 1960, Madlangsakay executed another affidavit to facilitate the registration of the deeds of sale, which in due time were accomplished under Act 3344, thus making petitioners owners in fee simple;[5] that in 1961, in the exercise of their rights as owners, they cut and cleared the bamboo groves near their houses, prompting Madlangsakay to file five criminal cases for robbery against them which they, in turn, countered with separate criminal complaints for perjury against Madlangsakay;[6] that despite the sale, Madlangsakay persisted in encroaching on their rights by gathering the fruits on the subject land and selling them; and that the pending criminal actions between them before Judge Lorenzo Valentin, Bulacan Justice of the Peace,

would remain unresolved until the real ownership of the property was determined, hence the action to quiet title.

In his amended answer, Madlangsakay averred that the deeds of sale and the affidavit of November 21, 1960 which he purportedly executed were all forgeries and that the land in question, being conjugal property, registered under the Torrens system and mortgaged with the Philippine National Bank, could not be alienated without his wife's consent.

The trial court upheld Madlangsakay. It dismissed the complaint, nullified the deeds of sale and the affidavit of November 21, 1960[7] for being spurious and ordered the cancellation of their registration in the Registry of Deeds. It further awarded Madlangsakay actual and moral damages in the amounts of P1,000.00 and P5,000.00 respectively, attorney's fees of P3,000.00 and litigation costs.[8]

On appeal, the Court of Appeals affirmed the lower court's decision in the main but fixed the moral damages at P3,000.00, the handwriting expert's fees at P1,000.00 and attorney's fees at P1,000.00.[9]

Hence, the present recourse.

As earlier mentioned, petitioners' asserted interest over the disputed property is based on the alleged absolute sale of the same to them by respondent Madlangsakay.

An examination of the instruments evidencing the sale discloses the following: The deeds in favor of Santiago Nicolas and Amparo Dionisio were dated August 12, 1960 and notarized by Atty. Genaro Arribe in Manila on the same date,[10] while those in favor of Albino Carreon, Antonio Matawaran and Venancio Matawaran were dated October 27, 1960 and notarized by Atty. Saligumba on even date and also in Manila.[11] All five documents were identically worded and included the notation that "[h]is property is not registered under Act 496 or the Spanish Mortgage Law and the parties herein agree to register this instrument under Act 3344 as amended." Madlangsakay, as the vendor, uniformly conveyed to each petitioner-vendee an area of 1,571 square meters of "canaveral" land in consideration of P1,099.70. Not a single document, however, bore the conformity of Madlangsakay's wife.

On petitioners' claim arising from the sale, the trial court, guided by the testimony of handwriting expert Jose del Rosario, witness for respondent, declared:

"Looking at the documents themselves, the questioned as well as the genuine signatures appear to be the same in general appearance. However, the enlarged photographs of the same signatures presented in Exhibits 6 and 7 of the defendants and Exhibit XX-1 of the plaintiffs reveal marked differences between the two sets of signatures.[12] It has been said that when an enlarged photograph of a forgery is compared with a similarly enlarged photograph of a genuine signature, differences between the two signatures become patent in spite of the general similarity in their appearance, for it is only when they are magnified several times that the details of the construction of any signature can be appreciated by the naked eye; that however much a genuine signature is enlarged, the curves which constitute the greater part of the handwriting lose none of their grace because, as they have been formed as the result of a smooth regular movement, their curvature will appear smooth and even throughout; that on the other hand, with the enlarged photograph of a forgery, once the eye is able to study each stroke and curve as an individual element of a signature, the ragged and hesitant curves and patchwork appearance of the signature as a whole can be fully appreciated; and that most people who view an enlarged photograph of a forgery are surprised that it was ever accepted as genuine. This observation is never more true than in the present case.

"As seen in the enlarged photographs, the first difference between the two sets of signatures is the discernible tremor in the initial stroke of the capital letter 'A' in the questioned signatures. There are no such tremors in the genuine signatures, which show fluidity of movement. In the questioned signatures, the cross of the letter 't' is heavy at the end of the line; in the genuine signatures, this cross tapers towards the end. In the genuine

signatures the 's' in the Anastacio although often only vestigial is always discernible; in most of the questioned signatures the 's' is entirely omitted. The middle initial 'M' in the questioned signatures has a tendency to be written with a loop at the bottom of the first staff; this does not occur in the genuine signatures. Furthermore, the 'M' in the genuine signatures is written gracefully while in the questioned signatures it is very ungainly. The last difference is in the writing of the tail of the letter 'y' in Sakay. In the questioned signatures the tail is written in a straight abrupt line and is heavy at the end; in the genuine signatures it is often written with a curve in the stem and is always tapering at the end.

"It is plain, furthermore, that the signature 'Anastacio M. Sakay' in the questioned documents were written by only one person, as the characteristics pointed to above appear in all of them. These signatures were written by an expert forger. Without the aid of enlarged photographs they can easily pass for real signatures of Anastacio Madlangsakay.'[13]

The Court of Appeals, agreeing with the conclusion of the lower court as to the fabricated signatures of Madlangsakay in the assailed documents, went further and held:

"In this particular case, however, we agree with the conclusion of the lower court as to the falsity of the questioned documents, but for the reasons other than those advanced by the court a quo, which are:

"x x x There are only four exemplars or standard signatures 'relied upon by the lower court as basis of comparison with the questioned signatures appearing on the deeds of sale, marked as Exhs. A, B, C, D and E', thus limiting the scope of analysis between the two sets of signatures.

"From the various documentary evidence before us, however, we picked 14 documents bearing admittedly genuine signatures of appellee Madlangsakay, to wit:

"Exhs. F, M, N, O, P, S, T and U, and Exhs. CC, 7-a, 7-b, 7-d, 9 and 10,[14] and comparing these with the questioned signatures, we find various significant differences between them. For instance, in all of the first group of signatures, Madlangsakay invariably signed his name, if not exactly on top, a little bit after his typewritten name. In the questioned documents, however, his name was written on top, but about an inch, or at most, like in Exh. A, about half an inch, before his typewritten name.

"Exhs. CC, 7-a, 7-b, 7-c [four copies], 7-d, 9 and 10, like the questioned documents, were signed with a fountain pen in fluid ink, but while the letters of the signatures in the former are thin and characterized with fluidity in the movement of the writing, all the letters in the latter are thick and evincing signs of hesitancy on the part of the writer. Generally, because a fountain pen is sharp pointed, slow movement of the writer will cause the pen to emit more ink on the paper; whereas when the writer's movement is swift, the letters impressed are thin. The thick script on the questioned documents would therefore tend to indicate that they were written in a very slow movement; which in turn would give rise to the supposition that whoever wrote Madlangsakay's name was not Madlangsakay himself.

"Again, in all the questioned documents, the capital letter 'A' in the word 'Anastacio' is not aligned with the rest of the characters of the signature. In all the documents admittedly bearing Madlangsakay's genuine signatures the said capital letter 'A' is aligned with the rest of the signature."[15]

As we see it, the only plausible legal question in the present appeal is whether respondent court erred in concluding that the deeds of sale on which petitioners have anchored their claim are spurious and therefore non-existent in contemplation of law.

This Court finds that there is substantial and convincing evidence that the deeds of sale, Exhs. A, B, C, D and E and the affidavit, Exh. G, were in fact falsified as to warrant full affirmance of the decision under appeal. Strongly indicative of their fake character is not only the physical manifestation of imitation, but also the questionable

circumstances under which the documents were prepared and executed. Consider the following:

Of the two notaries public, Atty. Genaro Arribe and Francisco Saligumba, before whom the aforementioned documents were acknowledged, only Atty. Saligumba took the stand. But Saligumba admitted not knowing the parties personally nor the instrumental witnesses who appeared before him. They, according to Saligumba, just walked into his office in Manila and requested him to notarize the deeds of transfer. Nor did he know Madlangsakay. He just relied on the word of petitioners that the person who introduced himself as Madlangsakay was truly Madlangsakay. When asked during the trial to identify the vendor, he merely answered that he could not recall respondent Madlangsakay's appearance.[16]

Secondly, the parcel of land in question was registered under Act 496 in the name of Madlangsakay under TCT No. 8012. The entry in the certificate of title reads: "is registered in accordance with the provisions of the Land Registration Act in the name of Anastacio M. Sakay, x x x, married to Lourdes Manuel." [17] The questioned instruments, however, invariably recited that "the property is not registered under Act 496 or the Spanish Mortgage law x x x." What reason could have impelled Madlangsakay to state such a blatant falsehood about his title when he did not stand to profit thereby. In fact, by so declaring, he risked criminal prosecution for perjury.

Thirdly, it was most unlikely that Madlangsakay would have sold the land in 1960 to petitioners, or to anybody else for that matter, because it was not his alone to dispose of. The land is a conjugal property and, as such, it could not be alienated without the conformity of his wife. Moreover, it was heavily mortgaged with the PNB, Malolos branch, and could not be transferred without the bank's consent. As a matter of fact, the transfer certificate of title was then in the possession of said bank.[18]

Finally, it is titled property and any conveyance affecting said property must be registered under Act 496 and not under Act 3344 as was done by petitioners in the case at bar.

A careful reading of the decision of the Bulacan trial court as well as the decision of the Appellate Court reveals that all pertinent evidence available were assiduously considered. It is not the function of this Court to analyze or weigh such evidence all over again. Our jurisdiction is limited to reviewing errors of law which might have been committed by the lower court.[19] In this regard we are not inclined towards a different conclusion in the face of strong and convincing indicia that Exhs. A, B, C, D, E and G are fraudulent instruments. But even without going into the due execution of the aforesaid documents, it is clear that there can be no legal transfer of ownership in favor of petitioners. One point alone - the very conspicuous absence of the wife's conforme to such disposition of the ganancial property, there being no showing that Lourdes Manuel, whom respondent Madlangsakay married in 1927, is legally incapacitated - renders the alleged sale void ab initio because it is in contravention of the mandatory requirement in Article 166 of the Civil Code.[20] This doctrine is too well-settled in our jurisprudence to require further elucidation.

WHEREFORE, the decision appealed from is hereby affirmed. In view of the length of time that the case at bar has remained pending, this decision is immediately executory. Costs against petitioners.

SO ORDERED.

Gutierrez, Jr., Feliciano, Bidin, and Cortes, JJ., concur.

* Penned by Justice Lourdes P. San Diego and concurred in by Justices Ruperto G. Martin and Emilio A. Gancayco.

[1] Exh. 11, p. 89 of Original Exhibits

[2] Exh. F, p. 11 of Original Exhibits

[3] Exh. F

[4] Exhs. A, B, C, D and E

[5] Exh. G

[6] Exhs. M, P, S, T, U, V, X, Y and Z

[7] Exh. G

[8] Original Record on Appeal, pp. 112-113

[9] Rollo, p. 83

[10] Exhs. A and E

[11] Exhs. B, C and D

[12] Exhs. 6 and 7 are photostats of questioned signatures and sample signatures of respondent Madlangsakay, respectively. Exh. XX-1 is pictorial evidence. See pp. 71 and 120 of Original Exhibits.

[13] Original Record on Appeal, pp. 107-109

[14] These are various affidavits, court pleadings, real estate mortgage and promissory note in favor of the PNB and other business-related documents.

[15] Rollo, pp. 6-8

[16] TSN, November 23, 1961, pp. 4 and 7

[17] Exh. 11

[18] TSN, February 18, 1963, pp. 5-7

[19] Collector of Customs vs. IAC, G.R. No. 65418, June 18, 1985, 137 SCRA 3

[20] Garcia vs. Court of Appeals, G.R. Nos. L-49644-45, July 16, 1984, 130m SCRA 433, 535, citing other cases and Article 5 of the Civil Code

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