

MERCEDES L. MORALES, JOVITA M. MANINGDING, ENRIQUETA M. QUINTO, NORA SORIANO, JESUS MORALES AND CATALINO MORALES, JR., PLAINTIFFS-APPELLEES, VS. ROLANDO VELASCO, DEFENDANT-APPE...

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GALAPATE-LAGUILLES, J:

Before Us is an appeal from the Decision[1] dated June 22, 2011 of the Regional Trial Court, Branch 41 (RTC) of Dagupan City in Civil Case No. 2006-0370-D for “Ownership and Reconveyance with Preliminary Injunction with Damages”, the fallo of which reads:

WHEREFORE, premises considered, judgment is hereby rendered in favor of the plaintiffs and against the defendant as follows:

Declaring the plaintiffs and heirs of Abraham Morales the lawful owners of the properties in question in equal shares.

Ordering the defendant to re-convey the properties in question to the plaintiffs and heirs of Abraham Morales and to execute the necessary deed of conveyance in their favor.

Ordering the Municipal Assessor of Mapandan, Pangasinan to restore Tax Declaration No. 3767 in the name of Catalino Morales Sr. covering the subject property.

Ordering the defendant to pay to the plaintiffs the amounts of P20,000.00 as attorney's fee, P20,000.00 as litigation expenses and P50,000.00 as moral damages, and to pay the cost[s] of suit.

SO ORDERED.[2]

The subject of the present controversy is a parcel of land, Lot No. 379, containing an area of 1,158.5 square meters and situated at Apaya, Mapandan, Pangasinan. It was originally owned by Catalino A. Morales (Catalino for brevity) as shown by Tax Declaration No. 3767.[3]

In a notarized Deed of Absolute Sale[4] dated July 29, 1974, Catalino, with the marital consent of his wife Mercedes Lalas Morales, sold the subject parcel of land to his son, Abraham L. Morales for a consideration of P2,000.00. Accordingly, Tax Declaration No. 7879,[5] which cancelled Tax Declaration No. 3767, was issued in the name of Abraham. Thereafter, Abraham mortgaged the subject property to the Development Bank of the Philippines to secure the payment of the loan he contracted from the latter. For failure of Abraham to pay the loan, the bank foreclosed the mortgaged property and bought the same in a public auction sale. After the lapse of the period to redeem and without Abraham or any other interested parties exercising the right of redemption, the bank consolidated its ownership over the subject parcel of land and was later issued Tax Declaration No. 003-0104.[6]

On November 28, 1989, by virtue of a notarized Deed of Absolute of Sale,[7] DBP sold the subject property, including the ricemill constructed therein, to Rolando Velasco for a consideration of P110,000.00. Thereafter, Rolando commenced on November 24, 2006, the registration of the instrument of sale with the Register of Deeds of Lingayen, Pangasinan for the purpose of securing Torrens title.

After learning of the registration proceeding, Catalino's wife, Mercedes L. Morales, and her children, namely: Jovita M. Maningding, Enriqueta M. Quinto, Nora Soriano and Catalino Morales, Jr. (plaintiffs), filed the Complaint[8] for recovery of ownership and reconveyance against Rolando Velasco (defendant) before the Regional Trial Court of Dagupan City. The plaintiffs alleged that, upon the death of Catalino, ownership of the subject parcel of land and the improvements found therein was transmitted to them through hereditary succession in accordance with Article 777 of the New Civil Code. According to the plaintiffs, the Deed of Absolute Sale dated July 29, 1974, where Catalino purportedly sold the subject property to Abraham, was fictitious and a forgery because the supposed vendors and the instrumental witness, Anselmo Maningding, did not actually sign the same. They further claimed that Abraham confided to them that he mortgaged the subject property to DBP and that same was already sold to the bank in a public auction sale after he failed to redeem it. Thereafter, the plaintiffs gave Abraham P110,000.00 to buy the subject property from the bank. However, it turned out that Abraham "used defendant without their knowledge and consent to buy back the properties xxx, allegedly, to minimize the expenses to be incurred"[9] and with the condition that the defendant shall "reconvey the land to the plaintiffs." [10] Thus, the plaintiffs argued that the defendant merely held the subject property in trust for them and as such, the defendant cannot assert a right in derogation to their rights as the true and lawful owners. According further to the plaintiffs, the defendant refused to reconvey the subject property notwithstanding repeated demands.

In his Answer,[11] defendant disavowed the material allegations in the Complaint and interposed the following special and affirmative defenses: (1) that Catalino, Jr. had no legal cause of action to represent the other plaintiffs, who are American citizens, for lack of Special Power of Attorney authorizing him to protect their alleged interest in the land in question; (2) that the action to recover ownership or reconveyance had been barred by prescription as the Deed of Absolute Sale between Abraham and Catalino, which was alleged to be spurious, was executed more than thirty years ago; and (3) that he bought the subject property from DBP using his own income as an overseas worker on November 28, 1989, hence, the action to recover the same was barred by laches.

The plaintiffs filed a Reply[12] asserting that plaintiff Catalino, Jr. was authorized by his co-heirs, who were residents of America, through the Durable Power of Attorney[13] they executed in his favor. They further averred that prescription had not set in because reconveyance based on implied trust prescribes in ten years from the date of registration of defendant's document of sale; and since the Deed of Absolute Sale entered into by defendant and DBP was not yet registered, the 10-year prescriptive period had not started to run.

On June 22, 2011, the RTC rendered the assailed Decision, the fallo of which We have quoted at the outset, ruling that the Deed of Absolute Sale dated July 29, 1974 was falsified by Abraham, hence, the fraudulent transfer did not create nor transfer any right over the property in his favor. According to the RTC, Catalino remained to be the owner of the subject property and upon his death, the ownership thereof passed on to his heirs by succession. Further, it held that the defendant failed to refute the evidence of the plaintiffs and that his claim of ownership based on the Deed of Absolute Sale dated November 28, 1989 was uncorroborated and self-serving, thus:

Defendant failed to refute and/or rebut the evidence, both testimonial and documentary, presented by the plaintiffs. His uncorroborated claim that he bought the property from the bank is self-serving. He failed to prove that at the time of the alleged sale of the property to him, he was financially capable to buy the property. Although he claims to be working in Saudi Arabia[,] he has never presented any document or contract of employment to prove his claim. The financial incapability of the defendant was further bolstered by the fact that, as testified by plaintiff Catalino Morales[,] Jr., it was the plaintiffs and Abraham Morales, his (defendant) brother-in-law, who spent for his wedding in Bataan. This fact was never rebutted by the defendant.[14]

Aggrieved, defendant filed the present appeal ascribing the following errors to the RTC:

- THE LOWER COURT ERRED IN DECLARING THE PLAINTIFFS-APPELLEES AND THE HEIRS OF ABRAHAM MORALES AS THE LAWFUL OWNERS OF THE PROPERTIES IN QUESTION;
- THE LOWER COURT ERRED IN ORDERING THE DEFENDANT-APPELLANT TO RECONVEY THE PROPERTIES IN QUESTION TO THE PLAINTIFFS-APPELLEES AND HEIRS OF ABRAHAM MORALES AND TO EXECUTE THE NECESSARY DEEDS OF CONVEYANCE IN THEIR FAVOR;
- THE LOWER COURT ERRED IN ORDERING THE MUNICIPAL ASSESSOR OF MAPANDAN, PANGASINAN TO RESTORE TAX DECLARATION NO. 3767 IN THE NAME OF CATALINO MORALES, SR. COVERING THE SUBJECT PROPERTY;
- THE LOWER COURT ERRED IN ORDERING DEFENDANT-APPELLANT TO PAY PLAINTIFFS-APPELLEES, ATTORNEY'S FEES, LITIGATION EXPENSES AND MORAL DAMAGES.[15]

Prefatorily, We stress that the validity of the Deed of Absolute Sale dated July 29, 1974 entered into by Abraham and his father Catalino as well as the foreclosure of the mortgage by DBP are not proper issues to be litigated in this case nor in this appeal. The plaintiffs-appellees admitted during trial that they did not assail the validity of the said instrument of sale and the foreclosure sale in favor of DBP, and that the subject property was already transferred to DBP.[16] Also, in their appellees' brief, they categorically conceded that the validity or falsity of the said deed of sale is irrelevant and immaterial and that DBP was an innocent mortgagor and purchaser for value of the property subject of the deed.[17] These are plain judicial admissions which, under Section 4, Rule 129 of the Rules of Court, constitute verbal or written admissions made by a party in the course of the proceedings in the same case and are conclusive on a party who made them. No evidence is needed to prove the same and it cannot be contradicted unless it is shown to have been made through palpable mistake or that no such admission was made.[18] In view of these judicial admissions, the RTC, thus, erred when it ruled that the July 29, 1974 Deed of Absolute Sale was a falsified document, and that an implied trust was created between Abraham and the other heirs of Catalino, the plaintiffs-appellees herein. By so ruling, the RTC impliedly nullified the transfer of the subject property to DBP, which acquired ownership over it from Abraham. Certainly, a court cannot impair the rights of a person who is not a party to the case for want of jurisdiction.

Instead, the RTC should have limited its ruling on the conflicting claim of ownership of the plaintiffs-appellees and defendant-appellant which is the fundamental issue in the instant case.

On his part, the defendant-appellant insists that he is the absolute and exclusive owner of the subject property as a purchaser in good faith and for value in a deed of sale he entered into with DBP. He points out that the plaintiffs-appellees' asseveration that he bought the property using the amount of P110,000.00 they entrusted to Abraham was not proven by clear and convincing evidence. The plaintiffs-appellees, on the other hand, maintain that they remain the owners because the defendant-appellant only holds the subject property in trust for them. They argue that the "trust was basically created and derive[s] its strength from the confidence that they have reposed on their brother Abraham Morales which under existing jurisprudence 'does not lose that character simply because of what appears in a legal document.'"[19] In fine, the issue of ownership is intimately intertwined with the issue of whether there exists an implied trust over the subject property between defendant-appellant and the plaintiffs-appellees.

We find for the defendant-appellant

In *Cañez v. Rojas*[20], the Supreme Court defined trust and its classification in this wise:

A trust is the legal relationship between one person having an equitable ownership of property and another person owning the legal title to such property, the equitable ownership of the former entitling him to the

performance of certain duties and the exercise of certain powers by the latter. Trusts are either express or implied. Express trusts are those which are created by the direct and positive acts of the parties, by some writing or deed, or will, or by words evincing an intention to create a trust. Implied trusts are those which, without being expressed, are deducible from the nature of the transaction as matters of intent or, independently, of the particular intention of the parties, as being superinduced on the transaction by operation of law basically by reason of equity.

An implied trust may further be categorized into a resulting trust or a constructive trust. Constructive trusts come about not by any word or phrase, either expressly or impliedly, evincing a direct intention to create a trust, but one which arises by operation of law in order to satisfy the demands of justice.[21] Also known as trusts ex maleficio, trusts ex delicto and trusts de son tort, they are construed against one who by actual or constructive fraud, duress, abuse of confidence, commission of a wrong or any form of unconscionable conduct, artifice, concealment of questionable means, or who in any way against equity and good conscience has obtained or holds the legal right to property which he ought not, in equity and good conscience, hold and enjoy.[22]

On the other hand, resulting trusts arise from the nature or circumstances of the consideration involved in a transaction whereby one person becomes invested with legal title but is obligated in equity to hold his title for the benefit of another. This is based on the equitable doctrine that valuable consideration and not legal title is determinative of equitable title or interest and is always presumed to have been contemplated by the parties. Such intent is presumed as it is not expressed in the instrument or deed of conveyance and is to be found in the nature of their transaction.[23]

In this case, the plaintiffs-appellees argue that a resulting trust exists between them and the defendant-appellant as the latter used their money in buying the subject property from DBP. This species of implied trust is exemplified by Article 1448 of the Civil Code, which is also referred to as a purchase money resulting trust, viz:

Art. 1448. There is an implied trust when property is sold, and the legal estate is granted to one party but the price is paid by another for the purpose of having the beneficial interest of the property. The former is the trustee, while the latter is the beneficiary. However, if the person to whom the title is conveyed is a child, legitimate or illegitimate, of the one paying the price of the sale, no trust is implied by law, it being disputably presumed that there is a gift in favor of the child.

The trust is created in order to effectuate what the law presumes to have been the intention of the parties in the circumstances that the person to whom the land was conveyed holds it as trustee for the person who supplied the purchase money.[24] To give rise to a purchase money resulting trust, it is essential that there be:

- an actual payment of money, property or services, or an equivalent, constituting valuable consideration;
- and such consideration must be furnished by the alleged beneficiary of a resulting trust.[25]

As a rule, the burden of proving the existence of a trust is on the party asserting it, and such proof must be clear and satisfactorily show the existence of the trust and its elements.[26] Accordingly, it is incumbent upon the plaintiffs-appellees to prove the existence of the essential elements of the trust relationship aforecited.

Here, the plaintiffs-appellees offered the testimonies of Catalino, Jr. and Jovita to prove that the money used by the defendant-appellant in buying the subject property from DBP was the same money they gave to Abraham for the same purpose. Catalino, Jr. testified as follows:

ATTY. ANGELES:

Q When Abraham Morales revealed to you what he did on the land crying, begging for forgiveness, what did

you do?

A Of course I am (sic) mad at him because of what he has done to us and also to my parents. But because we love my (sic) brother Abraham and also his children[,] I asked him why he did that to us.

Q So what did you do?

A I asked him what I can help to resolve the problem, sir.

Q Then what transpired?

A Then we both talked to our sisters and brothers and by phone we talked to our parents then in order to raise money to buy back the property, sir.

Q Were you able to raise the amount to buy back the property?

A Yes, sir.

Q How much were you able to raise?

A Php110,000.00, sir.

Q When you were able to raise this amount of Php110,000.00 purposedly (sic) to buy back the property, to whom did you give the amount of P110,000.00?

A I give (sic) the money xxx to my brother Abraham in the presence of my eldest sister Jovita Maningding and my eldest brother Nehemias Morales who was leaving at that and also in the presence of Benito de Guzman in our ancestral house in Golden, Mapandan, Pangasinan.

Q After you delivered the amount which you were able to raise to Abraham Morales in the presence of the persons you mentioned, what happened next?

A We bought back the property, sir.

Q In whose name did he buy back the property?

A In the name of the defendant Rolando Velasco, sir.

xxx

Q Why did he use the defendant to buy back the property instead of himself, being one of the heirs?

A My brother Abraham said to me that in order to minimize the expenses to be incurred, sir.

Q Who said that?

A My brother Abraham told us as per information from the DBP, sir.

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Q So in 2003 your brother Abraham Morales informed you that the defendant was to buy back the property?

A Yes, sir.

Q So what did you do?

A I asked for the documents, sir.

Q What are these documents that you are asking?

A For the reconveyance of the property, sir.

Q What did your brother tell you?

A My brother told me that he and Rolando Velasco went to Mr. Rolando Lalas to prepare that documents to be signed by Rolando Velasco, sir.

Q What did your brother advise you aside from informing you that he and Rolando Velasco had been in the office of Rolando Lalas for the document of reconveyance?

A He advised me don't (sic) worry, the papers will be signed

Q Who is this Rolando Lalas, anyway?

A He is our first cousin, sir.

Q What is his occupation?

A He is a Notary Public, sir.[27]

In the same vein, Jovita testified that:

Q After raising this amount of P110,000.00, to whom did you deliver this amount?

A We gave it to our brother Abraham Morales, and all of us brothers and sisters were there when we gave the

amount to him, sir.

Q What is that P110,000.00 for?

A To be paid by my brother to the bank, sir.

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Q Will you please tell the court when?

A That was (sic) November 1, 1989, sir.

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Q Did Abraham Morales buy back the property?

A No, sir, he was not able to buy back (sic).

Q What do you mean by that?

A Because he told us that he was advised by the bank that if he will be the one to buy back the property, he has other expenses to pay, sir.

Q What did your brother do?

A He said that he has to use the name of other person so that no other expenses will be added to the amount of P110,000.00, sir.

Q When did Abraham Morales tell you about that, was it before or after he bought the property?

A November 29, 1989, sir

Q

When he informed you that according to the bank this is what he did in order to avoid further expenses, did he tell you finally who is that person?

A Yes, sir. Rolando Velasco.

Q You are referring to the defendant?

A Yes, sir.[28]

The testimonies of Catalino, Jr. and Jovita do not clearly and unequivocally evince the existence of a resulting trust between the plaintiffs-appellees and the defendant-appellant. At most, their testimonial evidence proves that there was an agreement between Abraham and his siblings for the former to buy back the subject property from DBP using the money provided by the latter. There is no convincing and direct evidence to link defendant-appellant to the said arrangement or to infer that he merely held the subject property for the plaintiffs-appellees. The verbal assertions of Catalino, Jr. and Jovita that Abraham confided to them that he (Abraham) used defendant-appellant as an alter ego in buying the subject property are mere hearsay[29] as they did not have personal knowledge about this alleged arrangement. Although Catalino, Jr. and Jovita testified that the alleged peculiar arrangement was upon the alleged advice of DBP purportedly to “minimize the expenses” to be incurred in buying back the property, the plaintiffs-appellees failed, however, to present the officers from the bank, particularly Aurora S. Lioanag, the Accounting Branch Head who signed the November 28, 1989 Deed of Absolute Sale, to corroborate their assertion. Also, the plaintiffs-appellees did not present Atty. Lalas, their own cousin who allegedly was tasked to draft the deed of reconveyance, to shed light on the supposed real agreement between Abraham and the defendant-appellant. While the Civil Code allows that presentation of oral evidence to prove the existence of an implied trust, the same must still conform with the rules on evidence, especially those pertaining to its admissibility and sufficiency. As succinctly explained by the Supreme in the same case of *Cañez v. Rojas*,[30] viz:

While implied trusts may be proved by oral evidence, the evidence must be trustworthy and received by the courts with extreme caution, and should not be made to rest on loose, equivocal or indefinite declarations. Trustworthy evidence is required because oral evidence can easily be fabricated. In order to establish an implied trust in real property by parol evidence, the proof should be as fully convincing as if the acts giving rise to the trust obligation are proven by an authentic document. An implied trust, in fine, cannot be established upon vague and inconclusive proof. In the present case, there was no evidence of any transaction between the petitioner and her father from which it can be inferred that a resulting trust was intended. (Emphasis Ours, citations omitted)

More importantly, the oral assertions of the plaintiffs-appellees pale in comparison with the documentary evidence of defendant-appellant. Notably, the official receipt dated July 19, 1989 issued by DBP acknowledging receipt of P28,000.00 showed that defendant-appellant had priority in time in negotiating with the bank for the “purchase of [the] former property of Abraham Morales.”[31] The second receipt dated November 24, 1989, in the amount of P82,000.00 also indicated that the defendant-appellant had fully paid the purchase price of the “approved offer to purchase [the] former property of A. Morales.”[32] These pieces of documentary evidence negate the testimonies of Catalino, Jr. and Jovita that Abraham utilized Rolando as a mere conduit to buy back the subject property on November 1, 1989. Their testimonial evidence does not inspire belief because the amounts written in the official receipts as well as the dates of its issuances did not correspond to their assertion. The only ineluctable conclusion that could be deduced from the foregoing circumstances is that Rolando bought the subject property by and for himself using his own money.

At any rate, the Deed of Absolute Sale executed on November 28, 1989 by DBP, after full payment of the purchase price, expressly designated Rolando as the principal vendee without any qualifications. Rolando was a stranger to the arrangement, if there was any, between the plaintiffs-appellees and Abraham as the records are bereft of competent evidence proving that Abraham gave P110,000.00 to Rolando for the purpose of buying the subject property in his behalf. To be sure, the oral asserverations of Catalino, Jr. and Jovita, standing alone and uncorroborated by other competent evidence, do not convince this Court to declare the existence of the kind of trust relationship referred to by the plaintiffs-appellees. The case of *Herbon v. Palad*[33] is apropos, viz:

In the present case, the parol evidence offered to prove the existence of an implied trust is lean, frail and far from convincing. The testimonies of Bayani and Maria that Benjamin, instead of Gonzalo, paid for Jacinto's shares in Lot 421 are vague and contain no specificities. Their testimonies do not show that the payment was intended to establish a trust relationship. Said witnesses are complete strangers in so far as the intent of the parties to the contract is concerned.

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Without any doubt, oral testimony as to a certain fact, depending as it does exclusively on human memory, is not as reliable as written or documentary evidence. As Judge Limpkin of Georgia once said, "I would sooner trust the smallest slip of paper for truth than the strongest and most retentive memory ever bestowed on mortal man." Indeed, spoken words could be notoriously unreliable as against a written document that speaks a uniform language.

In fine, since the plaintiffs-appellees were unable to establish the existence of a resulting trust between them and the defendant-appellant, their complaint for recovery of ownership and reconveyance must, perforce, fail. And, in view of the foregoing disquisitions, We shall not be belabored to discuss the other issues raised by the defendant-appellant.

WHEREFORE, We GRANT the appeal. The Decision dated June 22, 2011 of the Regional Trial Court, Branch 41 (RTC) of Dagupan City in Civil Case No. 2006-0370-D is hereby REVERSED and SET ASIDE.

SO ORDERED.

[*]Lantion, J. A., C., (Chairperson) and Lazaro-Javier, A. C., JJ., concur.

[*] Vice Justice Mariflor P. Punzalan Castillo per Office Order No. 122-14-ABR dated April 1, 2014

[1] Records, pp. 204-209.

[2] Id., p. 209.

[3] Folder of Exhibits for the Plaintiffs, Exhibit "A", p. 5.

[4] Notarized by Notary Public Rolando A. Lalas. Folder of Exhibits for the Plaintiffs, Exhibit "C", p. 7; Folder of Exhibits for the Defendant, Exhibit "9", p. 14.

[5] Folder of Exhibits for the Plaintiffs, Exhibit "B", p. 6.

[6] Exhibit "D". Id., p. 8. See also the testimony of Catalino L. Morales, Jr., TSN dated September 10, 2009, pp. 11-12.

[7] Notarized by Notary Public David C. Frez. Folder of Exhibits for the Defendant, Exhibit "1", p. 4.

[8] Records, pp. 1-6.

[9] Id., p. 3.

[10] Ibid.

[11] Id., pp. 57-59.

[12] Id., pp. 60-61.

[13] Id., p. 63.

- [14] Id., pp. 208-209.
- [15] Rollo, p. 35.
- [16] Testimony given by Catalino, Jr. during cross-examination. TSN dated September 29, 2009, p. 9.
- [17] Rollo, p. 79.
- [18] Arroyo, Jr. v. Taduran, G.R. No. 147012, January 29, 2004.
- [19] Rollo, p. 74.
- [20] G.R. No. 148788, November 23, 2007.
- [21] Estate of Margarita Cabacungan v. Laigo, et al., G.R. No. 175073, August 5, 2011.
- [22] Ibid.
- [23] Ibid.
- [24] Tigno, et al. v. Court of Appeals, G.R. No. 110115, October 8, 1997.
- [25] Ibid., citing 76 Am. Jur. 2D Trusts § 180.
- [26] Cañez v. Rojas, G.R. No. 148788, November 23, 2007.
- [27] TSN dated September 10, 2009, pp. 13-16.
- [28] TSN dated January 28, 2010, pp. 7-9.
- [29] Rule 130, Section 36 of the Rules of Court.
- [30] Supra.
- [31] Folder of Exhibits for Defendant, p. 11.
- [32] Id., p. 10.
- [33] G.R. No. 149542, July 20, 2006.

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