

**COLUMBIAN MOTORS CORP., COLUMBIAN AUTOCARS CORP. AND
ASIAN CARMAKERS CORP., PETITIONERS-APPELLEES, VS.
GENEROSO E. CAHAPISAN, RITO C. MANZANA, BEDE S.
TABALINGCOS AND FEDERICO A...**

Ponente: PERALTA, JR., E. B., J.

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PERALTA, JR., E. B., J.:

“The annotation of an adverse claim and notice of lis pendens over the subject properties is a notice to third persons that there is a controversy over the ownership of the land and serves to preserve and protect the right of the adverse claimants during the pendency of the controversy.”[1]

On appeal before Us is the legal feasibility of cancelling the adverse claim on Transfer Certificates of Title No. 010-2010001940; 010-2010002493; 182498; 18249; 182500; 182501; 182502,[2] filed by Columbian Auto Car Corporation, Columbian Motors Corporation and Asian Carmakers Corporation pursuant to Section 70 of Presidential Decree No. 1529.

Benito S. Garcia was the registered owner of a parcel of land located at La Huerta, Parañaque City, covered by TCT No. 201374,[3] with an area of 55,690 sq.m., which was subdivided into Lot 3-A, with an area of 1,017 sq.m., and Lot 3-B.

Lot 3-A was sold to Modesta Santos and TCT No. 201470 was issued in her name while Lot 3-B was further subdivided into Lot 3-B-1, with an area of 200 sq. m., and Lot 3-B-2, consisting of 54,473 sq. m. Eventually, Lot 3-B-1 was also sold to Modesta Santos, while Lot 3-B-2 was the basis for issuance of TCT No. 222139.[4]

On December 28, 1968, Benito Garcia allegedly executed a “Kasulatan ng Donasyon” over a one-hectare portion of Lot-3-B-2 to Jose T. Victoria, his son-in-law, the father of herein appellants Emmanuel G. Victoria, Sr. and Eleonor G. Victoria.

Subsequently, on May 12, 1969, Benito Garcia was declared incompetent by the Court of First Instance of Rizal, entitled “In the Matter of the Guardianship of the Incompetent Benito S. Garcia, Emmanuel Victoria,” docketed as Special Proceeding No. 5705, during which proceeding Emmanuel G. Victoria was appointed guardian of Benito S. Garcia.

On May 3, 1970, Benito Garcia died.

On June 29, 1974, appellants filed a Complaint to annul the “Kasulatan ng Donasyon” dated December 28, 1968.

On November 8, 1974, the property covered by TCT No. 222139 was sold to Delta Motor Corporation (DMC). However, before DMC could cause the transfer of the title in its name, Jose T. Victoria, caused the annotation on March 13, 1975 of the donation made in his favor on TCT No. 222139, viz:

“Entry No. 2628 / S-6134 – DONATION in favor of JOSE T. VICTORIA, Donee; covering an undivided portion of the property described in this certificate of title consisting of TEN THOUSAND SQUARE

METERS (10,000) in accordance with Dec. No. 83, page 23, Bk. I. s. of 1968 of Not. Pub. of Manila, Artemio T. Victoria.

Date of the instrument – Dec. 28, 1968

Date of the inscription – March 13, 1975-3:22 p.m.”[5]

On November 4, 1976, TCT No. 222139 was cancelled and TCT No. S-36533[6] was issued in the name of DMC.

DMC later mortgaged the land to Philippine National Bank (PNB). When DMC defaulted from its obligations, PNB foreclosed the mortgaged property.

A Certificate of Sale was issued to PNB on June 18, 1984. Consequently, PNB consolidated the title in its name and TCT No. S-36533[7] was cancelled by TCT No. 110557/A-10496.[8]

On February 2, 1985, Jose T. Victoria died[9] intestate.

By virtue of Presidential Proclamation No. 50 dated December 8, 1986, PNB conveyed Lot 3-B-2 to the Asset Privatization Trust (APT). As such, the lot was again subdivided and transferred to APT, and by reason thereof, TCT Nos. 22500,[10] 22501[11] and 22502[12] were issued in its name.

Eventually, APT sold the property to Columbian Group of Companies, namely: Columbian Motors Corporation, Columbian Autocars Corporation and Asian Carmakers Corporation, and TCT Nos. 57683,[13] 57684,[14] 57685[15] were issued.

In 1999, Columbian Motors Corporation obtained a loan from PNB, but it negotiated with its creditor's bank including PNB, to restructure its outstanding loans. Unfortunately, PNB opted for foreclosure of the real estate mortgage. Hence, the Columbian Group of Companies acceded as long as they will retain possession of the subject property, with an option to “buy-back” the property within a five-year period.

On March 20, 2001, Emmanuel, Leocadia and Eleonor Victoria, through their counsel, Atty. John Quirante, wrote a letter[16] to PNB for segregation of the one hectare from the property of appellants.

Eventually, PNB foreclosed the property and TCT Nos. 154068,[17] 154069[18] and 154070[19] were issued in the name of PNB.

On December 13, 2006, the Columbian Group of Companies filed a Complaint to enforce their agreement on the repurchase with PNB before the Regional Trial, Branch 196, Parañaque City, entitled “Columbian Motors Corporation, Columbian Autocars Corporation and Asian Carmakers Corporation vs. Philippine National Bank, docketed as Civil Case No. 06-0371 for Specific Performance and/or Reconveyance of Property, damages with Application for Writ of Preliminary Injunction.”

Thereafter, on June 10, 2008, Jose T. Victoria allegedly executed an Affidavit of Release, Waiver and Quitclaim,[20] which waived his rights and interest over the disputed one-hectare property.

On November 3, 2008, PNB and the Columbian Group of Companies entered into a Compromise Agreement,²¹ wherein PNB agreed to sell the property to Columbian Group of Companies on installment basis.

Pursuant to the Compromise Agreement, PNB sold the parcels of land covered by TCTs No. 154608,[22] 154609[23] and 154070[24] to Columbian Group of Companies. The lots were thereafter subdivided into ten lots, and TCTs No. 182496, 182497, 182498,[25] 182499,[26] 182500,[27] 182501,[28] 182502,[29] 182503,[30] 182504[31] and 182505[32] were issued by the Register of Deeds of Parañaque City in the name of PNB.

On April 20, 2010, PNB and Columbian Group of Companies executed a Deed of Absolute Sale[33] to reconvey two parcels of lands to Columbian. As such, TCTs No. 182496 and 18249734 were cancelled, and TCT No.

010-2010001940[35] and TCT No. 010-2010002493[36] were issued in the name of Columbian Motors Corporation.

On February 16, 2011, appellants Emmanuel G. Victoria, Sr., and Eleonor G. Victoria, through their Attorneys-in-Fact, Generoso E. Cahapisan, Rito C. Manzana, Bede S. Tabalingcos and Federico A. Vargas filed an Affidavit of Adverse Claim[37] before the Register of Deeds of Parañaque City, based on the assertion that they have rights and interests over the property described and covered by Transfer Certificates of Title No. 010-2010001940,[38] 010-2010002493,[39] 182498,[40] 182499,[41] 182500,[42] 182501,[43] 182502,[44] 182503,[45] 182504[46] and 182505,[47] as compulsory heirs of Jose T. Victoria.

The authority of appellants Generoso E. Cahapisan, Rito C. Manzana, Bede S. Tabalingcos and Federico A. Vargas to file an Affidavit of Adverse Claim was from a Special Power of Attorney[48] executed by Emmanuel and Eleonor Victoria in their favor.

Per the Affidavit of Adverse Claim, Emmanuel G. Victoria, Sr. and Eleonor G. Victoria alleged that their grandfather Benito S. Garcia, during his lifetime, donated one (1) hectare of the property covered by TCT 222139 (S-6134)[49] to their father Jose T. Victoria, who died intestate on February 2, 1985.[50] Jose T. Victoria, caused the annotation of the property donated to him at the back of TCT No. 222139 under Entry No. 2268/T6134.

On July 11, 2011, Columbian Group of Companies filed a Petition for Cancellation of Adverse Claim on Transfer Certificates of Title No. 010-2010001940, 010-2010002493, 182498, 18249, 182500, 182501, 182502[51] before the Regional Trial Court, Branch 274, Parañaque City, docketed as LRC Case No. 11-0292.

On August 22, 2011, appellants filed their Comment/Answer with Counterclaim[52] to the Petition for Cancellation of Adverse Claim.

In an Order[53] dated December 26, 2011, the Honorable Fortunito L. Madrona, Presiding Judge of the Regional Trial Court, Branch 274, Parañaque City, granted the Petition for Cancellation of Adverse Claim, the dispositive portion of which reads:

“WHEREFORE, finding merit in the petition, the same is granted, The Registry of Deeds is directed to cause cancellation of the Adverse claim under Entry No. 2010001431 on Transfer Certificate of Title Nos. 010-2010001940, 010-2010002493, 182498, 182499, 182500, 182501, 182502, 182503, 182504 and 182505.

SO ORDERED.[54]

On January 27, 2012, appellants moved for a reconsideration[55] but it was denied by the court a quo in an Order dated March 22, 2012:[56]

“In the resolution of the present petition, this Court takes judicial notice of the Court of Appeals Decision dated February 17, 1987, which declared as null and void the “Kasulatan ng Donasyon” executed by Benito S. Garcia in favor of Jose T. Victoria which Decision had become final and executory. It is not disputed by the respondents that the basis of their claim was the same document being heirs of Jose Victoria. Accordingly, with the declaration that the “Kasulatan ng Donasyon” is null and void, the adverse claim of the respondents has no leg to stand on and must therefore be cancelled under Section 70 of PD No. 1529 as amended. The alleged falsified Affidavit of Release, Waiver and Quitclaim is not an issue in the present petition but the “Kasulatan ng Donasyon” which was the basis of the adverse claim of the respondents.”[57]

Appellees filed a Motion for Issuance of Writ of Execution[58] on April 10, 2012.

On April 11, 2012, appellants Emmanuel G. Victoria and Eleonor G. Victoria, elevated the matter to this Court via Appeal[59] and predicated the following errors allegedly committed by the court a quo in:

“I

...GRANTING THE PETITION DESPITE THE CLEAR AND CONVINCING EVIDENCE THAT THE PETITIONER-APPELLEES ANNOTATED ON THE SUBJECT TITLES A FALSIFIED AFFIDAVIT OF RELEASE, WAIVER AND QUITCLAIM.

II

...SETTING ASIDE THE RESPONDENT-APPELLANTS'VALID CLAIM FOR SEGREGATION OF THEIR ONE (1) HECTARE PORTION PROPERTY IN INTEREST FROM THE SUBJECT PROPERTIES OF PETITIONER-APPELLEES”[60]

It is beyond cavil that the registration of an adverse claim is expressly recognized under Section 70 of P.D. No. 1529:

“Sec. 70. Adverse claim—Whoever claims any part or interest in registered land adverse to the registered owner, arising subsequent to the date of the original registration, may, if no other provision is made in this decree for registering the same, make a statement in writing setting forth fully his alleged right or interest, and how or under whom acquired, a reference to the number of certificates or title of the registered owner, and a description of the land in which the right or interest is claimed.

The statement shall be signed and sworn to, and shall state the adverse claimant's residence, and a place at which all notices may be served upon him. This statement shall be entitled to registration as an adverse claim on the certificate of title. The adverse claim shall be effective for a period of thirty days from the date of registration. After the lapse of the said period, the annotation of adverse claim may be cancelled upon filing of a verified petition therefore by the party in interest: Provided, however, that after cancellation, no second adverse claim based on the same ground shall be registered by the same claimant.

Before the lapse of thirty days aforesaid, any party in interest may file a petition in the Court of First Instance where the land is situated for the cancellation of the adverse claim, and the court shall grant a speedy hearing upon the question of the validity of such adverse claim, and shall render judgment as may be just and equitable. If the adverse claim is adjudged to be invalid, the registration thereof shall be ordered cancelled. If, in any case, the court, after notice and hearing shall find that the adverse claims thus registered was frivolous, it may fine the claimant in the amount not less than one thousand pesos, nor more than five thousand pesos, in its discretion. Before the lapse of thirty days, the claimant may withdraw his adverse claim by filing with the Register of Deeds a sworn petition to that effect.”

As philosophical basis, the hearing to address the validity of the adverse claim is to afford the adverse claimant an opportunity to be heard, providing a venue where the propriety of his claimed interest can be established or revoked, all for the purpose of determining at last the existence of any encumbrance on the title arising from such adverse claim. Should the adverse claimant fail to sustain his interest in the property, the adverse claimant will be precluded from registering a second adverse claim based on the same ground.[61]

In the instant case, appellants claimed their right over the one-hectare of the property based on the “Kasulatan ng Donasyon”. However, the court a quo ordered cancellation of the adverse claim because the matrix of appellants' adverse claim was already declared by this Court as null and void. Verily, the Decision became final and executory as shown by the Entry of Judgment dated April 23, 1987.[62]

Prescinding therefrom, can the adverse claimants maintain their interest over the one-hectare on the property although the “Kasulatan ng Donasyon” was declared null and void with finality?

Along this line, We concur with the court a quo's observations.

It may be recalled that appellants' Affidavit of Adverse Claim[63] was premised on the alleged right or interest over the one-hectare portion of TCT No. 222139 through the "Kasulatan ng Donasyon", thusly:

"WE, EMMANUEL G. VICTORIA, SR., ELEONOR G. VICTORIA, both of legal age and herein represented by our Atty. in Fact, GENEROSO E. CAHAPISAN, RITO C. MANZANA, BEDE S. TABALINGCOS AND FEDERICO A. VARGAS, (a copy of the Special Power of Attorney hereto attached as Annex A) with address at Rm.7, 3[rd] Floor, ENZO Bldg., Gil Puyat Avenue, Makati City, after being duly sworn to according to law, hereby depose and state that:

- We are the grandchildren and Compulsory Heirs of BENITO S. GARCIA, who is the owner of a property located at La Huerta, Paranaque, with an area of 54,673 square meters more or less, covered by TCT No. 222139 (S-6134), a copy of the title is hereto attached as Annex "A";

- We are also the compulsory heirs of our Father JOSE T. VICTORIA who caused the annotation at the back of the said TCT No. 222139 (S-6134), under Entry No. 2668/T6134, a donation of one hectare over the said property and who died intestate in February 2, 1985, a copy of his death Certificate is hereto attached as Annex "B";

- Portion of the said property was sold to Delta Motor Corporation as the one hectare property was donated to our father Jose Victoria under Entry No. 2668/T6134;

- The title was transferred to Delta Motor Corporation as TCT No. S-36533, which however carried the annotation Entry No. 2668/T6134 regarding the donation of the one hectare property and the sale which excluded that said area of one hectare; a copy of the title issued to Delta Motor Corporation is hereto attached as Annex "C";

- Delta Motor Corporation mortgaged the property to Philippine National Bank but the property was foreclosed and PNB consolidated the title to its name under TCT No. A-10496, again with the annotation Entry No. 2668/T6134 regarding the one hectare donation to Jose Victoria; a copy of the title of PNB is hereto attached as Annex "D";

- The property was again subdivided and transferred to Asset Privatization Trust (APT) under TCT Nos. 22500, 22501, and 22502, again with the annotation Entry No. 2668/T6134 regarding the one hectare donation to Jose Victoria, copies of the title are hereto attached as Annexes "E, F and G";

- APT sold the properties to Columbian Motor Corporation and the following titles were issued TCT Nos. 57685, 57684, 57683, again with the annotation regarding the one hectare donation to Jose Victoria again with the annotation Entry No. 2668/T6143 regarding the one hectare donation to Jose Victoria copies of the titles are hereto attached as Annexes "H, I and J";

- There was a Compromise Agreement with Columbian Motor Corporation and PNB and again titles were issued to PNB as follows: TCT No. 154068, 154069, 154070, again with the annotation regarding the one hectare donation to Jose Victoria; copies of the titles are hereto attached as Annexes "K, L and M";

- In March 20, 2001, Atty. John C. Quirante wrote a letter to PNB requesting the segregation of the one hectare from said property, a copy of the said letter is hereto attached as Annex "N";

- Sometime in 2008, there appears an annotation of an Affidavit of Release, Waiver and Quitclaim allegedly executed by Jose T. Victoria waiving his rights and interest over the said one (1) hectare donated to cancel the Entry No. 2668/T6134 of said Jose T. Victoria a copy of the Affidavit is hereto attached as Annex "O";

- The said affidavit is a falsified document for Jose T. Victoria cannot have executed the same in 2008 as he already died in 1985 as evidenced by the Death Certificate hereto attached as Annex B;

- The affidavit of Release Waiver and Quitclaim was designed to deprive us of our rights and interest over the

one hectare area;

- Thus PNB was able to subdivide the titles free from any lien or claim and at present the titles covering the property after the subdivision from TCT No. 154068, 154069, 154070, are the following: TCT Nos. 182497, 182498, 182499, 182500, 182501, 182502, 182503, 182504, 1825050 (sic) in the name of PNB and TCT No. 010-2010001940 in the name of Columbian Motors Corporation; copies of the titles are hereto attached as Annexes “P, Q, R, S, T, U, V, W, X, and Y”;

- This affidavit of adverse claim is therefore executed for the purpose of annotating our claim, rights and interest on the undivided portion of the one (1) hectare property was subject of the donation to our father Jose T. Victoria and excluded from the sale to Delta Motors Corporation and foreclosure of Philippine National Bank and from the present titles TCT Nos. 154608, 154609, 154070, and the subsequent TCT Nos. 182497, 182498, 182499, 182500, 182501, 182502, 182503, 182504, 1825050 (sic) in the name of PNB and TCT No. 010-2010001940, as well as to annotate all those titles that would emanate from these titles whether they be condominium certificates of titles or transfer certificates of titles;[64]

In simple terms, per the message conveyed by the affidavit of adverse claim, appellants premised their so-called rights on the donation made by their grandfather Benito S. Garcia in favor of their father, Jose T. Victoria, as evidenced by a “Kasulatan ng Donasyon.”

However, what the record revealed was that on February 17, 1987, this Court rendered a Decision[65] in CA-G.R. No. CV-70225, which upheld the Decision of the Court of First Instance in Civil Case No. 19546, insofar as the declaration of nullity of the “Kasulatan ng Donasyon” purportedly executed by Benito S. Garcia in favor of Jose T. Victoria on December 28, 1968.

Certainly, appellants had lost whatever rights on the subject property when they caused the invalidation of a Deed of Donation supposedly made by their grandfather to their father. It must be underscored, too, that appellants were the ones who sued their father Jose T. Victoria to invalidate the alleged Deed of Donation. Thus, in “Emmanuel G. Victoria, et al., vs. Jose T. Victoria” docketed as Civil Case No. 19546, the court ruled, viz:

“WHEREFORE judgment is hereby rendered in favor of plaintiffs and against the defendant, to wit:

(1) Declaring as null and void the “Kasulatan ng Donasyon” purportedly executed by Benito S. Garcia in favor of defendant Jose T. Victoria on December 28, 1968 in the City of Manila and acknowledged before Notary Public Artemio T. Victoria and entered in his Notarial Register as Doc. No. 83, Page No. 23, Book No. I, Series of 1968.

xxx.”

As such, the alleged document, which was the factual and legal foundation for appellants’ adverse claim, was already declared by the Court as void and the disposition became final and executory as shown by the Entry of Judgment dated April 23, 1987.[66] Furthermore, at the very least, when appellants sought to nullify the donation, a positive reply was elicited thereon from the trial court, and when such pronouncement attained the character of finality on appeal, appellants cannot later insist on their rights over a document which they impugned. Indeed, such vacillation will denigrate the substantive norm on estoppel.[67]

Appellants likewise alleged that even as the Deed of Donation was invalidated, they cannot be deprived of the one (1) hectare subject property as compulsory heirs of Benito Garcia and Jose Victoria inasmuch as the Supplemental Agreement[68] between the Victorias and Delta Motors Corporation, supposedly excluded the one-hectare portion of the property from the sale to Delta Motor Corporation. It was thus posited that, independently of a Deed of Donation, their rights as legal heirs remained intact.

We were far from convinced.

Undisputedly, appellees were not privy to the alleged “Supplemental Agreement” entered into between the Victorias and Delta Motors Corporation, which supposedly excluded the one-hectare portion of the property from the sale to Delta Motor Corporation. More significantly, the document was not annotated on the Certificates of Title. It follows that such covenant will not affect innocent third parties. On the other hand, what was annotated on the Certificates of Title was the sale of the whole subject property to Delta.

With respect to appellants Generoso Cahapisan, Rito Manzana, Bede Tabalingcos and Federico Vargas,[69] the alleged Attorneys-in-fact of Emmanuel G. Victoria, Sr., and Eleonor G. Victoria, it is axiomatic that a party who does not appeal, or file a petition for certiorari, is not entitled to any affirmative relief.[70] In this regard, the record was mute as to the corresponding notice of appeal from Generoso Cahapisan, Rito Manzana, Bede Tabalingcos and Federico Vargas.

What was plain to Us was that it was only Emmanuel G. Victoria, Sr., and Eleonor G. Victoria who filed their Notice of Appeal.[71] It is settled in our jurisprudence that a party who has not appealed cannot obtain from the appellate court any affirmative relief other than the ones granted in the appealed decision.[72] Consequently, We will no longer dwell on the errors aired by Generoso Cahapisan, Rito Manzana, Bede Tabalingcos and Federico Vargas on their own Appellants' Brief.[73]

WHEREFORE, the Appeal is hereby DENIED. Accordingly, the Order dated December 26, 2011[74] and the Order dated March 22, 2012[75] of the Regional Trial Court, Branch 274, Parañaque City, in LRC Case No. 11-0292 are hereby AFFIRMED.

SO ORDERED.

Reyes, Jr. J.C., Chairperson, and Acosta, F. P., JJ., concur.

[*] Per Office Order No. 15-15-ABR dated January 20, 2015 effective February 2, 2015.

[1] *Lukang v. Pagbilao Devt. Corp.*, G.R. No. 195374, March 10, 2014, citing *Los Baños Rural Bank, Inc. v. Africa*, 433 Phil. 930,944 [2002]; underscoring *Ours*.

[2] *Petition for Cancellation of the Adverse Claim*, Record, Vol I, pp. 4-27.

[3] *Transfer Certificate of Title No. 201374*, Record, Vol. I, pp. 81-84.

[4] *Transfer Certificate of Title No. 222139*, Record, Vol. I, pp. 85-88.

[5] See *TCT No. 222139*, Record, Vol. I, p. 88.

[6] *Transfer Certificate of Title No. S-36533*, Record, Vol. I, pp. 89-92.

[7] *Cancelled Transfer Certificate of Title No. S-36533*, Record, Vol. I, pp. 150-92.

[8] *Transfer Certificate of Title No. 110557 A-10496*, Record, Vol. I, p. 151.

[9] See *Certificate of Death*, Record, Vol. I, p. 149.

[10] *Transfer Certificate of Title No. 22500*, Record, Vol. I, pp. 97-100.

[11] *Transfer Certificate of Title No. 22501*, Record, Vol. I, pp. 101-104.

[12] *Transfer Certificate of Title No. 22502*, Record, Vol. I, pp. 105-108.

- [13] Transfer Certificate of Title No. 57683, Record, Vol. I, pp. 109-114.
- [14] Transfer Certificate of Title No. 57684, Record, Vol. I, pp. 115-120.
- [15] Transfer Certificate of Title No. 57685, Record, Vol. I, pp. 121-126.
- [16] Letter dated March 20, 2001, Record, Vol. II, pp. 578-579.
- [17] Transfer Certificate of Title No. 154068, Record, Vol. I, pp. 127-130.
- [18] Transfer Certificate of Title No. 154069, Record, Vol. I, pp. 131-134.
- [19] Transfer Certificate of Title No. 154070, Record, Vol. I, pp. 135-138
- [20] Affidavit of Release, Waiver and Quitclaim, Record, Vol. II, p. 514.
- [21] Compromise Agreement, Record, Vol. I. pp. 76-80.
- [22] Annex “V”, Certificate of Title No. 154068, Record, Vol. I. pp. 127-130.
- [23] Annex “W”, Certificate of Title No. 154069, Record, Vol. I. pp. 131-134.
- [24] Annex “X”, Certificate of Title No. 154070, Record, Vol. I. pp. 135-138.
- [25] TCT No. 182498, Record, Vol. I, pp. 36-40.
- [26] TCT No. 182499, Record, Vol. I, pp. 41-45.
- [27] TCT No. 182500, Record, Vol. I, pp. 46-50.
- [28] TCT No. 182501, Record, Vol. I, pp. 51-55.
- [29] TCT No. 182502, Record, Vol. I, pp. 56-60.
- [30] TCT No. 182503, Record, Vol. I, pp. 61-65.
- [31] TCT No. 182504, Record, Vol. I, pp. 66-70.
- [32] TCT No. 182505, Record, Vol. I, pp. 71-75.
- [33] Deed of Absolute Sale, Record, Vol. II, pp. 537-540.
- [34] TCT No. 182497, Record, Vol. I. p. 159.
- [35] TCT No. 010-2010001940, Record, Vol. I, pp. 28-31.
- [36] TCT No. 010-2010002493, Record, Vol. I, pp. 32-35.
- [37] Affidavit of Adverse Claim, Record, Vol. I, pp. 139-147.
- [38] Exh. “I”, Record, Vol. I. pp. 28-31.
- [39] Exh. “J”, Record, Vol. I. pp. 32-35.
- [40] Exh. “K”, Record, Vol. I. pp. 36-40.
- [41] Exh. “L”, Record, Vol. I. pp. 41-45.
- [42] Exh. “M”, Record, Vol. I. pp. 46-50.
- [43] Exh. “N”, Record, Vol. I. pp. 51-55.

- [44] Exh. "O", Record, Vol. I. pp. 56-60.
- [45] Exh. "P", Record, Vol. I. pp. 61-65.
- [46] Exh. "Q", Record, Vol. I. pp. 66-70.
- [47] Exh. "R", Record, Vol. I. pp. 71-75.
- [48] Special Power of Attorney, Record, Vol. I. pp. 144-147.
- [49] Transfer Certificate of Title No. 222139 (S-6134), Record, Vol. I, p. 148.
- [50] Certificate of Death, Record, Vol. I., p.149.
- [51] Record, Vol. I, pp. 4-27.
- [52] Comment/Answer with Counterclaim, Record, Vol. II, pp. 497-513
- [53] Order dated December 26, 2011, Record, Vol. II, pp. 1184-1197.
- [54] Order dated December 26, 2011, Record, Vol. II, p. 1196-1197.
- [55] Motion for Reconsideration dated January 25, 2012, Record, Vol. III, pp. 1202-1212.
- [56] Order dated March 22, 2012, Record, Vol. III, pp. 1277-1278.
- [57] See page 2 of the Order dated March 22, 2012, Record, Vol. III, p. 1278.
- [58] Motion for Issuance of Writ of Execution, Record, Vol. III, pp. 1279-1283.
- [59] Notice of Appeal of Emmanuel G. Victoria and Eleonor G. Victoria, dated April 11, 2012, Record, Vol. 3, pp. 1292-1294.
- [60] See pages 1-2 of the Appellant's Brief, Rollo, pp. 17-18.
- [61] Equatorial Realty Devt., Inc. v. Sps. Frogozo, G.R. No. 128563, March 25, 2004.
- [62] Entry of Judgment dated February 17, 1987 in CA-GR CV No. 70225, First Division, J. De Pano, Jr., (Ponente) J. Aquino, C. C. G., J. Lantin, J. M. (Members), entitled Emmanuel C. Victoria, et al., vs. Jose T. Victoria, Record, Vol. II, p. 868-893.
- [63] The Affidavit of Adverse Claim, Record, Vol. I, pp. 139-147.
- [64] Affidavit of Adverse Claim dated February 2011, Record, Vol. I, pp. 139-143.
- [65] Decision dated February 17, 1987, Record Vol. II, pp. 868-891.
- [66] Entry of Judgment, Record, Vol. II, p. 893.
- [67] Article 1431, New Civil Code; Section 2 (a), Rule 131, Revised Rules on Evidence; 4 Tolentino, Commentaries and Jurisprudence on the Civil Code of the Philippines, 1991, pp. 656-657.
- [68] Supplemental Agreement, Record, Vol. II, pp. 1063-1066.
- [69] Appellants' Brief, Rollo, pp. 65-87.
- [70] Corinthian Gardens v. Tanjangco, G.R. No. 160795, June 27, 2008, 556 SCRA 154.
- [71] Notice of Appeal of Emmanuel G. Victoria and Eleonor G. Victoria, dated April 11, 2012, Record, Vol. 3,

pp. 1292-1294.

[72] Unilever Philippines, Inc. v. Rivera, G.R. No. 201701, 3 June 3013.

[73] Appellants' Brief, Rollo, pp. 65-87.

[74] Order dated December 26, 2011, Record, Vol. II, pp. 1184-1196.

[75] Order dated March 22, 2012, Record, Vol. III, pp. 1277-1278.

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