

**ELMER MATA, PLAINTIFF-APPELLEE, VS. GEORGE AGCAOILI,
BONIFACIO MORALES, ROLANDO PAULO, NATHANIEL FLORES,
ALAN KEANE ANCHETA AND CELIA EDU,
DEFENDANTS-APPELLANTS.**

Ponente: VILLON, J.

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VILLON, J.:

Before Us are the separate appeals[1] under Rule 41, Section 2 (a) of the 1997 Rules of Civil Procedure, as amended, seeking to nullify the decision[2] dated May 14, 2010 of Branch 19 of the Regional Trial Court (RTC) of Bangui, Ilocos, Norte in Civil Case No. 838-19 for Annulment of Documents and Partition with Damages filed by plaintiff Elmer Mata (or “appellee”) against defendants George Agcaoili, Bonifacio Morales, Rolando Paulo, Nathaniel Flores (or “appellants”) and their co-defendants Alan Keane Ancheta and Celia Edu.

The antecedent facts of the case as summarized by the court a quo are as follows:

“This is an action filed by Elmer Mata seeking for the annulment of the subdivision plan made by the defendants covering Lot NO. 17566, tax declarations issued subsequent thereto, and Partition with Damages against George Agcaoili, Bonifacio Morales, Rolando Paulo, Nathaniel Flores, Alan Keane Ancheta and Celia Edu.

In a verified Complaint on December 3, 2005, plaintiff Elmer Mata who later died last December 6, 2007 and substituted by his heirs in the course of the proceedings, alleged that the late Justo Mata was the owner of a parcel of land located at Caunayan, Pagudpud, Ilocos Norte covered by Tax Declaration No.016771, more particularly described as follows:

'Pasto and Unirrigated Rice land consisting of an area of 6500 and 7500 respectively and bounded on the North by Francisco Abadilla; on the east by Monte; on the South by Tomas Peralta and on the West by Playa Del Mar.'

On May 14, 1944, the parcel of land was sold by Justo Mata to the the Spouses Pedro Mata, Sr. and Josefina B. Mata as evidenced by Deed of Absolute sale. The Mata spouses have two children namely Elmer Mata and Pedro Mata, Jr. now deceased. Pedro Mata Sr., predeceased his wife on July 11, 1950. On May 16, 1954, Josefina Mata contracted her second marriage with Emilio Agcaoili who also now both deceased without any issue of their own. During the marriage of Josefina and Emilio Agcaoili, the lot subject of this suit was surreptitiously declared in their names without the knowledge of Elmer Mata and used it as a collateral in securing a riffle as per Josefina's affidavit. In the year 2001, defendants, surreptitiously and fraudulently subdivided the above described parcel of land without the knowledge and permission of plaintiff because in the subdivision plan, the signature (sic) of Josefina Mata and Elmer Mata does (sic) not appear. Furthermore, the foreshore portion of the lot in suit consisting of 18,000 square meters was solely declared in the name of Pedro Mata, Jr. Defendants were able to fraudulently divide the lot in suit and secure for themselves tax declarations 97-008-01287, 97-008-01286, 97-008-01285 for George Agcaoili, 97-008-01281 for Bonifacio Morales, 97-008-01279 for Rolando Paulo,

97-008-01277 and 97-008-01276 for Nathaniel Flores, 97-008-01280 for Allan Keane Ancheta and 97-008-01293, 97-008-01292 and 97-008-01291 for the heirs of Tomas Peralta. Thus, to protect his successional rights consisting of one half (½) of the whole property in suit, Elmer Mata prays that the subdivision plan and all tax declarations under the names of defendants be declared null and void. Xxx

In his answer, defendant George Agcaoili alleged that if indeed Josefina Mata and and Emilio Agcaoili declared the lot in suit in their names after their marriage, they have continuously occupied the land in question as conjugal property, openly continuously, exclusively and notoriously and was maintained under conjugal status for more than thirty [30] years and the Declaration of Status of Real Estate Property where the the signature of plaintiff appears, explains very well how the land in question was distributed and divided. The same declaration explains that Elmer Mata, the late Pedro Mata, Jr., and George Agcaoili have decided to terminate the state of ownership of the land in question and particularly allocating portions of each based on the subdivision plan and stating further that it was the result of the partition agreement of all the parties affected. George Agcaoili though admits that the foreshore lot adjacent to the lot in question consisting of 18,000 square meters is in the name of Pedro Mata, Jr., but it does not formed part of the land in suit. Plaintiff is bound by the subdivision plan which has been duly signed by him together with the declaration of the status of the real estate property. x x x

Defendants Rolando Paulo, and Nathaniel Flores in their answer admitted that they have a participation in the subdivision of the lot in suit for they were members of the crew and the geodetic engineer, respectively who were hired to cause the relocation and subdivision of the lot by Josefina Mata who claimed to be the owner of the lot. In consideration of their financial assistance and professional services to the relocation service, Josefina Mata conveyed to them Lot NO.17566-E and Lot NO. 17566-F and 17566-M and were issued TD No. 97-00801279 and TD No. 97-008-01277 respectively.

xxx xxx xxx xxx

Defendant Bonifacio Morales admits that he was issued Tax Declaration No. 97-008-01281 covering Lot No.17566-D of the Pagudpud Cadastre of cad 01-012304-D but denies that the subdivision of the lot and the subsequent issuance of the tax declaration was made fraudulently. The conveyance in his favor, having been made by Josefina Bonoan (sic) in consideration of his financial assistance and professional services extended by him to her and her transferees to effect the subdivision and transfer of their respective shares as per Declaration of Status of Real Estate Property executed by Josefina Mata xxx.

For their failure to file answer, defendants Allan Keane Ancheta and Celia Edu were declared in default on February 20, 2006.

Pre-trial was held on July 25, 2006. In the pre-trial the parties admitted upon stipulation the following facts: 1) that the land in dispute was originally owned by Justo Mata; 2) that he was succeeded by Pedro Mata, Sr. and Josefina B. Mata 3) that Pedro Mata, Sr. predeceased his wife Josefina and two legal children; 4) that one-half Of the adjoining land is claimed by the plaintiff while defendants assert that it is wholly owned by Pedro Mata, Jr. xxx”[3]

On May 14, 2010, the court a quo rendered the assailed decision which dispositively provides:

“WHEREFORE, in view of the foregoing , judgment is hereby rendered:

1.

Declaring null and void and of no force and effect the following documents:

A.

Declaration Of The Status Of Real Estate Property of Lot No. 17566, Cad-738-D of the Pagudpud Cadastre;

B.

The Subdivision Plan of Lot No. 17566, Cad-738-D of the Pagudpud Cadastre;

C.

Tax Declaration Nos. 97-008-01287, 97-008-01286, 97-008-01285 in the name of George Agcaoili, Tax Decl. 97-008-01281 in the name of Bonifacio Morales, Tax Decl., 97-008-01279 in the name of Rolando Paulo, Tax Decl. Nos. 97-008-01277 and 97-008-01276 in the name of Nathaniel Flores, and Tax Decl., No. 97-008-01280 in the name of Allan Keane Ancheta.

2.

Ordering the partition of the land in suit between the compulsory heirs of the late Spouses Pedro Mata, Sr., and Josefina B. Mata namely: the late Elmer B. Mata/his representative and the late Pedro Mata, Jr./representatives in equal shares after payment of debts.

3.

Ordering the office of the Municipal Assessor of Pagudpud, Ilocos, Norte and the Register of Deeds of Ilocos Norte to nullify Tax Declaration Nos. 97-008-01287; 97-008-01286, 97-008-01285 in the name of George Agcaoili, Tax Decl. No. 97-008-01281 in the name of Bonifacio Morales, Tax Decl. Nos. 97-008-01279 in the name of Rolando Paulo, Tax Decl. Nos. 97-008-01277 and 97-008-01276 in the name of Nathaniel Flores, Tax Decl. No. 97-008-01280 in the name of Allan Keane Ancheta and restore Tax declaration No. 006585 in the name of Josefina B. Mata.

4.

Ordering the heirs of Pedro Mata Jr. to vacate the 18,000 square meters portion of the land in suit fraudulently declared in his name.

No pronouncement as to costs.

SO ORDERED.”[4]

Aggrieved, appellant George Agcaoili comes now before Us ascribing to the court a quo the following errors:[5]

1. THE HONORABLE TRIAL COURT ERRED IN DISREGARDING THE LEGAL EFFECTS THAT WAS BROUGHT ABOUT BY THE INTRODUCTION OF EXHIBIT “Y” OR EXHIBIT “3-AGCAOILI” THAT RESULTED TO A WRONG PREMISE OF ITS DECISION.

2. THE HONORABLE COURT EXCEEDED ITS AUTHORITY AND JURISDICTION IN DECLARING NULL AND VOID AND OF NO FORCE AND EFFECT EXHIBIT “E” KNOWN AS THE DECLARATION OF THE STATUS OF REAL ESTATE PROPERTY OF LOT NO. 17566, CAD-738-D OF THE PAGUDPUD

CADASTRE.

3. THE HONORABLE TRIAL COURT ERRED IN ORDERING THE PARTITION OF THE LAND IN SUIT IN EQUAL SHARES BETWEEN ELMER B. MATA AND PEDRO MATA JR. THUS EXCLUDING DEFENDANT-APPELLANT GEORGE AGCAOILI'S RECOGNIZED AND VESTED RIGHTS AS AN ADOPTED SON OF SPOUSES JOSEFINA AND EMILIO AGCAOILI AND/ OR AS A DONEE.

4. THE HONORABLE TRIAL COURT ERRED IN ORDERING THE HEIRS OF PEDRO MATA JR., TO VACATE THE 18,000 SQUARE METER PORTION OF THE LAND IN SUIT WITHOUT ANY QUALIFICATIONS WHATSOEVER.

On the other hand, appellants Bonifacio Morales, Rolando Paolo and Nathaniel Flores, in their separate appeal, raise the following errors,[6] to wit:

1. THE TRIAL COURT ERRED IN NOT CONSIDERING THE DECLARATION OF THE STATUS OF REAL ESTATE PROPERTY OF LOT NO. 17566, Cad-738-D OF THE PAGUDPUD CADASTRE (EXHIBIT "E") AS INDEPENDENT PROOF OF RECOGNITION AND AFFIRMATION OF A VALID CONTRACT ENTERED INTO BY HEREIN DEFENDANTS AND THAT OF THE LATE JOSEFINA B. MATA, WHICH UNDENIABLY CONFIRMS THE ACQUISITION AND ENTITLEMENT OF HEREIN DEFENDANTS TO THE SUBJECT LOT; THUS, RENDERING THE CONCLUSION REACHED AS ENTIRELY INACCURATE;

2. THE TRIAL COURT ALSO ERRED IN NOT CONSIDERING THE SAID DECLARATION OF THE STATUS OF REAL ESTATE PROPERTY OF LOT NO. 17566, Cad-738-D OF THE PAGUDPUD CADASTRE (EXHIBIT "E") AS VALID PROOF OF CONVEYANCE CONSONANT TO THE RULE ON DECLARATION AGAINST INTEREST;

3. THE TRIAL COURT ERRED IN DECLARING THAT THE DECLARATION OF THE STATUS OF REAL ESTATE OF PROPERTY OF LOT NO. 17566, Cad-738-D OF THE PAGUDPUD CADASTRE (EXHIBIT "E") AND THE SUBDIVISION PLAN AS INVALID ON THE SOLE REASON THAT THE SIGNATURE OF THE PLAINTIFF AS WITNESS THEREIN IS ALLEGEDLY A FORGERY; AND

4. THE TRIAL COURT FINALLY ERRED IN NOT CONSIDERING THE COMPROMISE AGREEMENT (EXHIBIT "Y" OR EXHIBIT "3-AGCAOILI") AS BINDING LAW BETWEEN THE SIGNATORIES, WHICH LEGAL EFFICACY UPHOLD THE RIGHTS OF HEREIN DEFENDANTS.

The primordial issue for Our resolution hinges on the relative weight accorded by the court a quo to the document denominated as Declaration[7] Of The Status Of Real Estate Property allegedly executed by Josefina B. Agcaoili on 25 June 2001 and the enforceability of the Compromise Agreement[8] allegedly executed on 9 February 2004 by appellee and appellant George Agcaoili.

Partition, in general, is the separation, division and assignment of a thing held in common among those to whom it may belong. The purpose of partition is to put an end to co-ownership. It seeks a severance of the individual interests of each co-owner, vesting in each a sole estate in specific property and giving to each one a right to enjoy his estate without supervision or interference from the other.[9] The two stages of partition were discussed by the Supreme Court in *Gavina Maglucot-Aw v. Leopoldo Maglucot*[10] as follows:

"In this jurisdiction, an action for partition is comprised of two phases: first, an order for partition which determines whether a co-ownership in fact exists, and whether partition is proper, and, second, a decision confirming the sketch or subdivision submitted by the parties or the commissioners appointed by the court, as the case may be. The first phase of a partition and/or accounting suit is taken up with the determination of whether or not a co-ownership in fact exists, [i.e., not otherwise legally proscribed] and may be made by voluntary agreement of all the parties interested in the property. This phase may end with a declaration that

plaintiff is not entitled to have a partition either because a co-ownership does not exist, or partition is legally prohibited. It may end, upon the other hand, with an adjudgment that a co-ownership does in truth exist, partition is proper in the premises and an accounting of rents and profits received by the defendant from the real estate in question is in order. In the latter case, 'the parties may, if they are able to agree, make partition among themselves by proper instruments of conveyance, and the court shall confirm the partition so agreed upon. In either case — i.e., either the action is dismissed or partition and/or accounting is decreed — the order is a final one, and may be appealed by any party aggrieved thereby. The second phase commences when it appears that 'the parties are unable to agree upon the partition' directed by the court. In that event, partition shall be done for the parties by the court with the assistance of not more than three (3) commissioners. This second stage may well also deal with the rendition of the accounting itself and its approval by the court after the parties have been accorded opportunity to be heard thereon, and an award for the recovery by the party or parties thereto entitled of their just share in the rents and profits of the real estate in question.'"

An order of partition presupposes a state of co-ownership as the status quo ante. This is implicit from Rule 69 of the Rules of Court on Partition which provides in Section 2 thereof that if after trial the court finds that the plaintiff is entitled to the partition sought, "it shall order the partition of the real estate among all the parties-in-interest." Of course, this rule of procedure carries out the substantial right conferred by the Civil Code on co-owners. Article 494 of the Code provides that each co-owner may demand at any time the partition of the thing owned in common, insofar as his share is concerned. The issue of ownership or co-ownership, to be more precise, must first be resolved in order to effect a partition of properties.[11]

We find that the partition of the property in question is appropriate in this case in view of the existence of a trust in favor of appellee. A trust, either express or implied, is the fiduciary 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." [12] While express trusts are created by the intention of the trustor or of the parties, implied trusts come into being by operation of law. Implied trusts are those which, without being expressed, are deducible from the nature of the transaction as matters of intent or which are superinduced on the transaction by operation of law as matters of equity, independently of the particular intention of the parties.[13] An implied trust may either be a resulting trust or a constructive trust.[14] Resulting trusts are based on the equitable doctrine that valuable consideration and not legal title determines the equitable title or interest and are presumed always to have been contemplated by the parties. They arise from the nature of circumstances of the consideration involved in a transaction whereby one person thereby becomes invested with legal title but is obligated in equity to hold his legal title for the benefit of another. On the other hand, constructive trusts are created by the construction of equity in order to satisfy the demands of justice and prevent unjust enrichment. They arise, contrary to intention, against one who, by fraud, duress or abuse of confidence, obtains or holds the legal right to property which he ought not, in equity and good conscience, to hold.[15]

From the foregoing definitions of trust and its variations, it can be safely concluded that when tax declarations pertaining to the subject property were inadvertently issued in the names of appellants, an implied constructive trust was created by law to protect the rights and interests of appellee as a compulsory heir of the Spouses Pedro B. Mata, Jr. and Josefina B. Mata. At this juncture, We do not hesitate to conclude that Article 1456 of the Civil Code, which states that "if property is acquired through mistake or fraud, the person obtaining it is, by force of law, considered a trustee of an implied trust for the benefit of the person from whom the property comes," governs.

Appellants assail the findings of the court a quo to the effect that the Declaration Of The Status Of Real Estate Property allegedly executed by Josefina Mata on June 25, 2001 was spurious. It is a time-honored legal precept

that the findings of fact of the trial court are accorded great respect by appellate courts and should not be disturbed on appeal unless the trial court has overlooked, ignored, or disregarded some facts or circumstances of sufficient weight or significance which, if considered, would alter the situation.[16] Having failed to present any cogent reason to deviate therefrom, We are inclined to sustain the trial court's factual findings and conclusion on this point. No less than the handwriting expert from the National Bureau of Investigation, Carolyn M. Pitoy, made a clear declaration that appellee's purported signature as appearing therein was a forgery. Allegations of forgery, like all other allegations, must be proved by clear, positive, and convincing evidence by the party alleging it. It should not be presumed but must be established by comparing the alleged forged signature with the genuine signature.[17] The opinion of a witness on a matter requiring special knowledge, skill, experience or training which he is shown to possess, may be received in evidence.[18] Considering the technical nature of the procedure in examining forged documents, handwriting experts are often offered as expert witnesses.[19] And this Court finds no reason to set aside the trial court's findings which are based on expert opinion.

On this score, We quote with approval the ratiocination of the court a quo in this wise:

“Josefina contracted her second marriage on May 15, 1954 with Emilio Agcaoili and during their marriage Josefina declared into their names the land in suit without the knowledge and consent of herein plaintiff for the purpose of utilizing the same as a collateral in securing a raffle. On June 25, 2001,Josefina executed a Declaration of the Status Of real Estate Property of Lot No.17566, Cad-738-D of the Pagudpud Cadastre without the knowledge and consent of Elmer B. Mata, The name of Elmer Mata, appeared on the document as witness to the execution of the same with his signature above his name, however, he disowns said signature, A subdivision plan of the same Lot No. 17566, Cad- 738-D of the Pagudpud Cadastre was prepared by Eng. Salvador Flores in accordance with the wishes of Josefina B. Agcaoili in her Declaration Of The Status Of Real Estate Property of Cad-738-D of the Pagudpud Cadastre where the name of Elmer Mata again appears as signatory, with his conformity, but again Elmer Mata disowns the said signature in said subdivision plan. For this matter, Elmer Mata filed a criminal case of falsification against Eng,. Salvador Flores and George Agcaoili before the Municipal Circuit Trial Court of Bangui-Pagudpud-Adams and Dumalneg.

Mrs. Carolyn M. Pitoy, the NBI handwriting expert was made to testify on the questioned signatures of Elmer B. Mata who has sufficiently proven that the signatures of Elmer Mata in the questioned documents i.e., Declaration of the Status Of Real Estate Property of Lot No. 17566 , Cad-738-D of the Pagudpud Cadastre were forged. She identified the variance in the standard and questioned signatures where she demonstrated the extent, kind and significance of the variance. She has proven that the variance in the questioned signatures were due to the operation of a different personality and not merely an expected and inevitable variation found in Elmer's genuine signature. She explained fully well that the resemblance in the questioned signature is a result of a more or less skillful imitation and not a habitual and characteristic resemblance which naturally appear in the genuine signature. Her findings in her scientific comparative examination of the specimens is summarized as follows: 'The questioned and the standard/ specimen signatures ELMER B. MATA were not written by one and the same person.'

One significant and factual element which by itself alone and independent of circumstances indicative of fraud nullifies the Declaration Of The Status Of Real Estate Property of Lot No. 17566, CAD-738-D of the Pagudpud Cadastre and The Subdivision is the clear absence of Elmer Mata's genuine signature in both documents. Hence, the absence of Elmer's conformity rendered the questioned documents fatally defective, his consent, being a co-owner of the subject property, is indispensable. One more important reason why the transfer of the portions of the subject land to the defendants should be declared null and void is the fact that the mode of transfer was done in a way not in accordance with law.

After a careful examination of the testimonial and documentary evidence adduced by both parties, it appears to the Court that:

That the subject property is a conjugal property of the late spouses Pedro Mata,Sr. and Josefina B. Mata;

That the Declaration Of The Status Of Real Estate Property of Lot No. 17566, Cad-738-D of the Pagudpud Cadastre and the Subdivision Plan are invalid. Consequently, the subsequent transfer by Josefina B. Mata to defendants George Agcaoili, Bonifacio Morales, Rolando Paulo, Nathaniel Flores and Alan Keane Ancheta are invalid, hence conferring no rights upon the transferees under the principle of *nemo dat quod non habet*;

That the western portion containing an area of 18,076 square meters as being claimed by Pedro B. Mata, Jr. is part of the subject lot hereof, Lot 17566, Cad. 738-D as contained in the report of the DENR representative in the name of Alberto Elaguio.”[20]

Finally, appellants adduced in evidence. the Compromise Agreement dated February 9, 2004 that was allegedly executed by and between appellee and appellant Agcaoili. However, as found by the court a quo, there was a deliberate concealment of the 18,000 square meter portion of the property in question which was not, therefore, covered by the said Compromise Agreement. Apropos is the principle that if one of the contracting parties committed fraud or misrepresentation, such contract may be cancelled due to substantial mistake. Certainly, appellee would have not entered into the compromise agreement in question had he been informed that a substantial portion of subject property was excluded therefrom. Thus, contracts where consent is given by mistake or because of violence, intimidation, undue influence or fraud are voidable.[21] These circumstances are defects of the will, the existence of which impairs the freedom, intelligence, spontaneity and voluntariness of the party in giving consent to the agreement. In determining whether consent is vitiated by any of the circumstance mentioned in Art. 1330 of the Civil Code, courts are given a wide latitude in weighing the facts or circumstances in a given case and in deciding in favor of what they believe actually occurred considering the age, physical infirmity, intelligence, relationship and the conduct of the parties at the time of making the contract and subsequent thereto, irrespective of whether the contract is in a public or private writing.[22]

WHEREFORE, in light of all the foregoing, the instant appeals are hereby DENIED for lack of merit. Accordingly, the decision dated May 14, 2010 of Branch 19, Regional Trial Court of Bangui, Ilocos Norte in Civil Case No. 838-19 is hereby AFFIRMED.

SO ORDERED.

Macalino and Corales, JJ., concur.

[1] Rollo, pp. 49-61,for appellant Agcaoili, 74-87.for appellants Morales, Paulo and Flores

[2] Rollo, pp. 62-70.

[3] Rollo, pp. 62-64, RTC decision, pp. 1-3.

[4] Rollo, pp. 69-70, RTC decision, pp. 8-9.

[5] Rollo, p. 52

[6] Rollo, pp. 77-78.

[7] Records, pp. 8-16.

[8] Records, p. 189.

[9] Eleuterio Lopez v. Court of Appeals, G.R. No. 127827, March 5, 2003.

[10]G.R. No. 132518, March 28, 2000.

- [11] Tersita S. Reyes-De Leon v. Vicente B. Del Rosario, G.R. No. 152862, July 26, 2004.
- [12] Joseph Goyanko, Jr. v. United Coconut Planters Bank, G.R. No. 179096, February 6, 2013.
- [13] Philippine National Bank v. Court of Appeals, G.R. No. 97995, January 21, 1993.
- [14] Soledad Cañez v. Concepcion Rojas, G.R. No. 148788, November 23, 2007.
- [15] Iglesia Filipina Independiente v. Heirs of Bernardino Taeza, G.R. No. 179597, February 3, 2014 citing Aznar Brothers Realty Company v. Laurencio Aying, G.R. No. 144773, May 16, 2005.
- [16] Jose Antonio Leviste v. Court of Appeals, G.R. No. 189122, March 17, 2010.
- [17] Francisco Lim v. Equitable PCI Bank, G.R. No. 183918, January 15, 2014.
- [18] Rule 130, Section 49.
- [19] Jovina Dabon Vda. de Mendez v. Court of Appeals, G.R. No. 174937, June 13, 2012.
- [20] Rollo, pp. 68-69
- [21] Art. 1330, Civil Code
- [22] Leonardo v. Court of Appeals, G.R. No. 125485, September 13, 2004, 438 SCRA 201

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