

ELIGIO T. LEYVA, PETITIONER, VS. COURT OF APPEALS, FRANCISCO LAIZ AND MANUELA JANDOC, RESPONDENTS.

G.R. No. L-71939. January 25, 1988

Ponente: PARAS, J.

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PARAS, J.:

This is a petition for review on certiorari of the April 14, 1981 Decision* of the then Intermediate Appellate Court in AC-G.R. No. CV-62591, “Francisco Laiz vs. Manuela Jandoc, et al.,” affirming in toto the July 6, 1977 Decision of the then Court of First Instance of South Cotabato; and the August 21, 1985 Resolution** of the same Court denying herein petitioner’s motion for reconsideration.

In the Resolution dated April 8, 1987, the petition was given due course and the parties were required to file their respective memoranda (Ibid., p. 132). Private respondent Francisco Laiz filed his Memorandum on June 2, 1987 (Ibid., pp. 157-184), petitioner on June 18, 1987 (Ibid., pp. 187-210), while private respondent Jandoc, failed to file her memorandum.

Petitioner raised seven (7) assignments of error, to wit:

I

RESPONDENT INTERMEDIATE APPELLATE COURT ERRED GRAVELY, ON QUESTIONS OF LAW, IN NOT HOLDING THAT LEYVA’S RIGHTS OF OWNERSHIP OF LOT I-H-3 PREVAIL OVER LAIZ’S CLAIMS THERETO, UNDER THE ESTABLISHED AND UNDISPUTED FACTS;

II

RESPONDENT INTERMEDIATE APPELLATE COURT ERRED GRAVELY, ON QUESTIONS OF LAW, IN HOLDING THAT UNDER THE COMPROMISE AGREEMENT OF 1963 BETWEEN LEYVA AND JANDOC, THE LATTER WAS TO RECOGNIZE THE CLAIM OF LEYVA OVER THE SAME PROPERTY WHICH SHE SOUGHT TO BE REGISTERED IN HERNAME;

III

RESPONDENT INTERMEDIATE APPELLATE COURT ERRED GRAVELY, ON QUESTIONS OF LAW, IN HOLDING THAT THE LAND IN QUESTION COULD NOT BE THE SUBJECT OF A CONTRACT BETWEEN JANDOC AND LEYVA BECAUSE IT WAS THEN STILL GOVERNMENT LAND;

IV

RESPONDENT INTERMEDIATE APPELLATE COURT ERRED GRAVELY, ON QUESTIONS OF LAW, IN HOLDING THAT LAIZ HAS A BETTER RIGHT TO THE PROPERTY BECAUSE HE HAS BEEN A POSSESSOR THEREIN IN GOOD FAITH SINCE 1954;

V

RESPONDENT INTERMEDIATE APPELLATE COURT ERRED GRAVELY, ON QUESTIONS OF LAW, IN NOT HOLDING THAT LEYVA'S 1963 COMPROMISE PREVAILS OVER LAIZ'S 1970 DEED OF ABSOLUTE SALE;

VI

RESPONDENT INTERMEDIATE APPELLATE COURT ERRED GRAVELY, ON QUESTIONS OF LAW, IN NOT ORDERING JANDOC TO RECONVEY LOT 4, PSU-124647-AMD TO LEYVA; AND

VII

RESPONDENT INTERMEDIATE APPELLATE COURT ERRED GRAVELY, ON QUESTIONS OF LAW, IN NOT REVERSING THE DECISION OF THE TRIAL COURT, AND NOT RENDERING JUDGMENT IN FAVOR OF LEYVA.

The instant petition is without merit.

The pivotal issue in this case is who, as between petitioner Leyva and private respondent Laiz, has a preferred right of ownership over Lot l-H-3, which is the property in question.

This case was originally filed by private respondent LAIZ in the then Court of First Instance of Cotabato as a petition for the Cancellation of Adverse Claim, annotated on the back of his Transfer Certificate of Title No. T-7225, at the instance of petitioner LEYVA in the Office of the Register of Deeds of General Santos, covering Lot l-H-3. This land is a portion of a bigger parcel known as Lot 1-H PSU 124647, AMD-2, registered in the name of Manuela Jandoc.

Petitioner anchors his claim on his alleged Compromise Agreement with Manuela Jandoc, which is undated although claimed to have been executed in 1963 but actually notarized on September 4, 1972. It provides among others, that the Leyva spouses will withdraw their opposition to the Land Registration Case No. N-78 (filed by applicant Jandoc) on the condition that upon the issuance of the title in favor of Jandoc, certain properties covered thereunder which include Lot l-H-3 will automatically belong to the former.

On the other hand, private respondent Francisco Laiz bases his claim on a private agreement of sale executed between him and Manuela Jandoc on April 3, 1959 regarding the same lot. His rights thereto were confirmed not only by Manuela Jandoc herself in a Deed of Transfer executed on February 2, 1970 but also by a final judgment of the Court of First Instance of South Cotabato, General Santos City,*** in an action for Specific Performance whereby Jandoc was compelled to execute the necessary documents which led to the issuance of the Transfer Certificate of Title on the lot in question, in favor of private respondent Laiz.

In evaluating the authenticity and due execution of the aforesaid documents of the contending parties, the findings of fact of both the trial court and the Court of Appeals are as follows:

I.

On the Compromise Agreement between Leyva and Jandoc: (1) The agreement besides being undated with a belated notarization, is null and void for lack of subject matter, the same having been previously sold by Jandoc on April 2, 1959 to Francisco Laiz per Agreement of Sale. (2) The claim that the compromise agreement was executed in 1963 was belied by Leyva himself when in his letter dated February 6, 1968 requiring Laiz to vacate the premises, he did not mention any such agreement but only of conflicting claims between him and Jandoc, thereby confirming that the conflict in the land registration case still subsists. (3) In the application for registration of Manuela Jandoc, Laiz was mentioned as one of the adverse possessors but not Leyva. (4) Leyva's opposition to said registration proceedings on the basis of a foreshore lease contract with the government was disallowed by

the trial court whose ruling was sustained by the Court of Appeals and finally by the Supreme Court (Rollo, p. 75). (5) In his testimony Leyva himself declared that despite the Compromise Agreement, he continued opposing the registration of the property in favor of Jandoc, obviously in violation of the terms of the alleged compromise agreement thereby negating bad faith (Rollo, p. 78); and (6) It is incredible that after Jandoc won in the Land Case No. N-78 in the lower court, in the Court of Appeals and in the Supreme Court, she will still enter into a Compromise Agreement with Leyva either in 1963 or in 1972 (Rollo, pp. 73-76).

II.

On the Agreement of Sale between Jandoc and Laiz: (1) The transfer of rights executed on April 2, 1959 is a valid and binding contract between the parties, as it was duly executed with the receipt of P200.00 as earnest money considered as part of the price and proof of the perfection of the contract (Record on Appeal, p. 28). (2) Said agreement was confirmed by a deed of transfer executed by Jandoc on February 2, 1970. (3) Its due execution was testified to by Provincial Fiscal Jose B. Sarinas whose testimony was corroborated by Jose Catolico, one of the signatories therein (Record on Appeal, p. 87) and by the Notary Public Victorio Versoza, against all of whom there is no evidence on record that they are biased witnesses who would fabricate a tale in support of the authenticity and due execution of aforesaid document (Rollo, p. 71). (4) It has been established that the lot in question has been occupied by Laiz since 1954 although disturbed off and on by Eligio T. Leyva (Record on Appeal, p. 81); and (5) Laiz was issued a Transfer Certificate of Title over Lot I-H-3 by virtue of a final judgment in the Specific Performance Case (Rollo, p. 76).

Upon consideration of the foregoing, the Court of Appeals concluded that the Compromise Agreement whether executed in 1963 or 1972 between Leyva and Jandoc cannot prevail over the Agreement of Sale between Laiz and Jandoc and that Laiz has a better right over the property in question than Leyva (Ibid.)

But Leyva lays much stress on the findings of Francisco Cruz, Jr., a handwriting expert of the PC Crime Laboratory, Camp Crame who testified that the purported signature of Jandoc appeared to be of another person¹ and of Col. Crispin B. Garcia, formerly Chief of the Chemistry Branch in the PC Crime Laboratory who testified that the Agreement could have been written within the years 1964 to 1967 (Rollo, p. 67).

Both the trial court and the Court of Appeals gave more weight to the testimony of Fiscal Sarinas as corroborated by Catolico and Versoza, upholding the validity of the assailed Sale Agreement.

This Court has ruled in the case of *Vda. de Roxas v. Roxas* (87 Phil. 692 [1950]) that “the positive testimony of the three attesting witnesses ought to prevail over the expert opinions which cannot be mathematically precise but which on the contrary, are ‘subject to inherent infirmities.’” In any event, it is well established that the appellate court will not disturb the factual findings of the lower court for the latter is in a better position to gauge credibility of witnesses (*People v. Mercado*, 131 SCRA 501 [1984]; *People v. Danes*, 131 SCRA 286 [1984]; *People v. Lopez*, 132 SCRA 189 [1984]; *People v. Jones*, 137 SCRA 166 [1985]; *People v. Pasco, Jr.*, 137 SCRA 137 [1985]; *People v. Adones*, 144 SCRA 364 [1986]; *People v. Tala*, 141 SCRA 240 [1986]).

It is evident that what petitioner seeks from this Court is a review of the findings of fact of the Court of Appeals which affirmed the findings of the trial court. Indeed, it has long been established to the point of being elementary, that the factual findings of the Court of Appeals are final and may not be reviewed by this Court except in certain instances which have no application here.

PREMISES CONSIDERED, the petition is DENIED and the assailed decision of the Court of Appeals is AFFIRMED.

SO ORDERED.

Teehankee C.J., Narvasa, Cruz, and Gancayco, JJ., concur.

* Penned by Hon. Justice Pedro D. Cenzon and concurred in by Hon. Justices Hugo E. Gutierrez, Jr. and Carolina C. Grifio-Aquino.

** Penned by Hon. Porfirio V. Sison and concurred to by Hon. Justices Abdulwahid A. Bidin, Marcelino R. Veloso and Ramon B. Britanico.

*** Presided by Hon. Pedro Samson C. Animas.

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