

MELITON GODINEZ, ET AL., PLAINTIFFS-APPELLANTS, VS. VICENTE PELAEZ, ET AL., DEFENDANTS-APPELLEES.*G.R. No. L-18491. February 27, 1971*

Ponente: DIZON, J.

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This is an appeal taken by the heirs of the deceased spouses Benigno Godinez and Sabina Saberon and others from the decision of the Court of First Instance of Cebu in Civil Case No. R-6252 dismissing their complaint against Vicente Pelaez, Efrain C. Pelaez, Augusto Santos and Aurora Santos-Dychangco, for the annulment of transactions, documents, certificates of title, and of certain judicial proceedings had in said court, and, ultimately, for reconveyance of a parcel of registered land known as Lot 2623 of Hacienda Mandawe located in Cebu.

It appears that on December 30, 1893, Benigno Godinez, married to Sabina Saberon, entered into a contract of purchase and sale of a parcel of land now known as Lot 2623 of Hacienda Mandawe, situated in Subangdaku, Mandawe, Cebu, with the owner thereof, the Seminario de San Carlos de Cebu. The contract provided, inter alia, that should the purchaser fail to pay any installment of the purchase price agreed upon, the sale would thereby be rendered without any legal force and effect, with the further understanding that the ownership of the property would be deemed reverted to the vendor.

The trial court found that there was evidence that the purchaser – Benigno Godinez – failed to comply with the contract. This finding is strongly supported by a note appearing on the back of the first page of Exh. 5 - Pelaez (a Deed of Absolute Sale executed on July 20, 1935 by the Archbishop of Cebu, Msgr. Gabriel M. Reyes, as legal representative of the Seminario de San Carlos de Cebu, in favor of Vicenta Godinez, widow of the deceased Bernardino Totoy) to the effect that Lot 2623 subject matter thereof had previously been the subject of another contract of sale executed by Fr. Pedro Julia (presumably on behalf of the Seminario de San Carlos de Cebu) in favor of Benigno Godinez, and that it did not appear on the aforesaid contract that the purchaser had made any payment on account of the installments of the purchase price agreed upon.

The trial court further found that on December 12, 1913, Bernardino Totoy purchased the same property from the Seminario de San Carlos de Cebu. There appears in the record – instead of a formal Deed of Sale in favor of Bernardino Totoy – Exhs. 3 and 3-A (Pages 244 and 245, respectively, of the record of exhibits), the same being receipts issued on December 12, 1913, each acknowledging receipt from Bernardino Totoy of the sum of P10.00 on account of the purchase price of a portion of Hacienda Mandawe owned by the Colegio de San Carlos de Cebu, occupied by Bernardino Totoy. The absence of a formal Deed of Sale in favor of the latter was apparently cured not only by the receipts aforesaid but also by the execution on July 20, 1935 of the Deed of Sale Exh. 5 - Pelaez already mentioned before in favor of Totoy's widow. Dovetailing with this is the fact that after the death of Bernardino Totoy in 1918 Vicenta Godinez, his widow, went to court to commence appropriate proceedings for the settlement of his estate, and listed Lot 2623 as their conjugal property. Subsequently, the property was the subject of a Deed of Partition – duly approved by the court – between her and her children.

When sometime in the year 1916 the Seminario de San Carlos de Cebu applied for the registration in its name of Several parcels of land situated in the province of Cebu – Lot 2623 included (Land Registration Case No. 3, G.L.R.O. Record No. 4030) – Bernardino Totoy filed his answer or opposition to the application, alleging that he was the absolute owner of Lot 2623, having been in actual, exclusive, continuous, public and adverse possession thereof since time immemorial, and praying that it be adjudicated in his favor.

In the year 1918, a petition for the settlement of the intestate estate of Bernardino Totoy was filed by Attorneys Gullas, Briones and Cabahug (Special Proceeding No. 755 of the Court of First Instance of Cebu) on July 15, 1922, on behalf of the widow, Vicenta Godinez, and their children. Lot No. 2623 was listed therein as one of the properties of the estate (Exh. 8). Subsequently, on account of a misunderstanding, counsel for the petitioners withdrew from the case, and this gave rise to the dismissal of the proceedings but without prejudice to the filing of a new petition so that the claim of one Pascuala Tecson against the estate for the sum of P1,000.00 (Exh. 8) could be taken care of. Pursuant to this, Attorney Vicente Pelaez, on behalf of Vicenta Godinez, the widow of Bernardino Totoy, filed on July 27, 1922 a new petition for the settlement of the intestate estate of the letter (Special Proceeding No. 773; Exh. 10). In this proceeding Vicenta Godinez was appointed administratrix, and in due course thereof certain real properties belonging to the estate were sold to pay the claim of Pascuala Tecson. As thereafter no other debt remained the administratrix asked for the summary distribution of the estate among the heirs and presented a project for the partition of the only remaining property, Lot 2623, among herself, as widow, and her six children with the deceased Bernardino Totoy. Four of them, namely: Simeona, Honorata, Gregorio and Basilia, all surnamed Totoy, being then minors, the probate court appointed the Clerk of Court at that time, Carlos A. Salvador, as their guardian ad litem charged with the duty of reporting thereafter to the court on the question of whether the partition was prejudicial or not to the minors (Exh. A, p. 51). Complying with this duty, the guardian ad litem subsequently reported to the court that the project of partition was not prejudicial to the interests of the minors (Exh. 15) and, as a result, on August 18, 1924, the probate court approved the aforesaid project of partition (Exh. 18). The heirs thereafter acknowledged having received their respective share (Exh. 19 - Constancia), and on August 28, 1924 the court ordered the closure of Special Proceeding No. 773 (Exh. 20).

Subsequently, the widow and heirs of Bernardino Totoy sold their respective shares to Laureano Lira and Pedro Malajacan as follows: (a) 1/2 of Lot 2623 was sold to Lira by the widow, Vicenta Godinez, on August 29, 1924 (Exh. 21); 1/6 of 1/2 of said lot inherited by each one of the following: Fortunata Totoy, Simeona Totoy, and Basilia Godinez Totoy were sold also to Laureano Lira on different dates (Exhs. 23, 22 and 24, respectively), while 1/6 of 1/2 of the same lot was sold to Pedro Malajacan by each of the following: Paulino G. Totoy and Tranquilina Totoy (Exhs. 25-A and 25-B). The remaining 1/12 of Lot 2623 was acquired by the spouses Petronilo Santome and Simeona Totoy from Gregorio G. Totoy (Exh. D). On January 8, 1929, Pedro Malajacan, in turn, sold the portions he had purchased from Paulino and Tranquilina, both surnamed Totoy, to Laureano Lira, the latter thereby becoming the owner of 11/12 of Lot 2623 (Exh. 26).

After the sales mentioned above in favor of Lira, the latter took possession of the portions subject matter thereof and later leased them to one Atanacio Colina in the month of September 1933 for a period of five years. Aside from this, Lira appears to have sold the 11/12 portion of Lot 2623 he had acquired as above set forth to one M. E. Cleland on April 6, 1934, reserving for him-self the right to re-purchase them within one year. He re-purchased them on April 6, 1935 (Exhs. 72 and 73).

In the month of September 1937 Attorney Lulalio Causing, on behalf of Meliton, Apolonio, Dionisia, Pascuala, Benedicto, Faustino, Pilar, all surnamed Godinez, Ramon Colina, Vicenta Godinez and Petronilo Santome intervened in the land registration proceeding (Expediente No. 3, G.L.R.O. Record No. 4030), alleging that they had inherited Lot 2623 from the deceased spouses Benigno Godinez and Sabina Saberon who, in turn, had

acquired it from the Seminario de San Carlos de Cebu (Exh. 1). During the hearings held thereafter, Attorney Causing pre-sented the evidence of his clients, and afterwards, Laureano Lira, represented by Attorney Vicente Pelaez, presented his evidence consisting, inter alia, of the following:

"1.- "Original Deed of Sale issued by Simeona Totoy in favor of Laureano Lira - Doc. No. 14, Page. 89 Bk 10 s. 1926 of Carlos Salvador. 2.- Original Deed of Sale issued by Basilia Totoy in favor of L. Lira Doc. No. 25 Page 38 Bk 1 Series 1926 of Margarito Reviles. 3.- Copy Deed of Sale issued by Fortunata Totoy in favor of L. Lira Doc. No. 100 Page 68 Bk 2 Series 1930 of Eraclio Abistado. 4.- Original Deed of Sale issued by Paulino Totoy in favor of P. Malajacan Doc. No. 238 Page 61 Series 1924 of Miguel Rafinan. 5.- Original Deed of Sale issued by Tranquilina Totoy in favor of P. Malaja-can, Doc. 239 Page 61 Series of 1924 of M. Rafinan. 6.- One copy of Deed of Sale of Pedro Malajacan in favor of L. Lira. Doc. No. 9, Page 95 Bk 1 Series of 1928 of V. Pelaez."

On May 14, 1941, Laureano Lira sold his 11/12 portion of Lot 2623 to Efrain C. Pelaez (Exh. 41-A - Pelaez, registered only on March 11, 1948) who, on April 7, 1948, filed a motion in the registration proceedings to be allowed to substitute Lira as oppositor-claimant. This substitution was approved on April 10, 1948 (Exh. 42).

In the course of one of the hearings held during the period from July 1948 to July 1949, Attorney Eulalio E. Causing, attorney for the Godinezes, stated in open court that, upon his advice, his clients were withdrawing their opposition to the claim of Efrain C. Pelaez who had acquired the interests of Lira, while for his part, Attorney Vicente Pelaez, on behalf of Efrain C. Pelaez, stated for the record that, in view thereof, his client was waiving any claim for damages he had or might have against the Godinezes. After the court had received the evidence of Efrain C. Pelaez and of the other claimant, Petronilo Santome, decision was rendered on July 23, 1949 adjudicating 11/12 portion of Lot 2623 to Efrain C. Pelaez, and 1/12 of the same Lot 2623 to Petronilo Santome (Exh. XX). Attorney Causing received notice of the decision on August 8, 1949 (Exh. 7) while Efrain C. Pelaez received a similar notice thereof on July 30 of the same year.

On December 17, 1949, the above-mentioned decision having become executory the court issued an order for the issuance of corresponding Decree of Registration (Exh. 7-A). A subdivision plan dividing Lot 2623 into Lot 2623-A for Petronilo Santome and Lot 2623-B for Efrain C. Pelaez made by surveyor Espiritu Bunagan was subsequently submitted to the court and the same was approved by the latter on March 9, 1953, together with the technical de-scriptions of the subdivision lots (Exhs. 63 to 68). In the month of May 1953, the Decree of Registration was issued and subsequently Original Certificate of Title No. 35 for Lot 2623-B was issued in the name of Efrain C. Pelaez, while another Original Certificate of Title was issued for Lot 2623-A in the name of Petronilo Santome.

Before the issuance of Original Certificate of Title No. 35 but after the issuance of the order for the issuance of the Decree of Registration, Efrain C. Pelaez mortgaged Lot 2623-B, together with other properties to the Rehabilitation Finance Corporation on January 13, 1951 to secure a loan of P49,000.00 (Exh. 96); and on August 8, 1958 he sold Lot 2623-B and other properties to Vicente Pelaez who assumed the mortgage debt (Exh. 84-A). Then on August 11, 1958 Vicente Pelaez sold sub-lots 2623-B-1 and 2623-B-4 to Augusto Santos for the sum of P15,700.00 and sub-lots 2623-B-2 and 2623-B-5 to Aurora Santos--Dychangco for P17,400.00 (Exh. 84). The Santosos there-after took possession of their respective acquisitions and subsequently introduced improvements thereon worth P100,000.00, more or less.

Appellants' action is based mainly upon the following facts alleged in their complaint: that Lot 2623 belonged to the spouses Benigno Godinez and Sabina Saberon who had purchased it from the Seminario de San Carlos de Cebu in the year 1893; that upon their death it was inherited by their children and grand children – the plaintiffs-appellants –; that in Land Registration Proceeding No. 3, G.L.R.O. Record No. 4030, the aforesaid lot

was decreed and registered in 1948 in the name of Efrain C. Pelaez, succes-sor in interest of Laureano Lira who had died in 1947; that the aforesaid decree and registration were void because the plaintiffs-appellants were not given their day in court due to the fact that, in the course of the proceedings, Attorney Eulalio Causing, who, represented the heirs of Benigno Godinez, informed the court that his clients were withdrawing their claim to Lot 2623, for which reason the same was registered in the name of said Efrain C. Pelaez; that Pelaez, as succes-sor in interest of Laureano Lira, must be deemed to be a mere trustee and must therefore be sentenced to reconvey the land to the plaintiffs-appellants.

It is obvious from the foregoing that appellants' action is based entirely upon the claim that Lot No. 2623 – purchased in 1893 by the spouses Benigno Godinez and Sabina Saberon from the Seminario de San Carlos de Cebu - -was still their property when they died. It appears in this connection that the lower court, after a careful review of the record, found that the Godinez spouses did not comply faithfully with their obligation to pay the purchase price as stipulated in the contract of sale executed in their favor by the Seminario de San Carlos de Cebu, which contract, as adverted to previously, provided that, in the event the purchasers failed to pay the installments into which the purchase price was divided, on their respective maturity, the contract would be rendered without legal force and effect and that thereby the ownership of the property subject matter thereof would be deemed reverted to the vendor, without reimbursement to the purchasers of all the payments made theretofore by them.

We do not find in the record evidence sufficient to overcome this finding made by the trial court; to the con-trary, the following significant circumstances of record would seem to strongly support it.

Although the purchase was made by Benigno Godinez and his wife in the year 1893 there is no conclusive evidence that they remained in possession thereof as owners until their respective death. Upon the other hand, the trial court held that there was evidence that on December 12, 1913 Bernardino Totoy, whose wife was Vicente (or Jacinta) Godinez, one of the children of the spouses Benigno Godinez and Sabina Saberon, purchased the same property from the Seminario de San Carlos de Cebu; that, as a matter of fact, in 1916 Bernardino Totoy filed his answer in Land Registration Case No. 3, G.L.R.O. Record No. 4030, opposing the registration of Lot 2623 in the name of the Seminario de San Carlos de Cebu, claiming the same as his own exclusive property; that the lower court found that Bernardino Totoy and his children took possession of the property from the date of its purchase (December 12, 1913); that the same remained in his possession until his death, and that thereafter, the property passed into the possession of his widow and children; that, as a matter of fact, in Intestate Proceeding No. 773 instituted for the settlement of the estate of Bernardino Totoy, said property was the sub-ject of a Deed of Partition executed by his wife and all his heirs, which deed was duly approved by the probate court; that thereafter the Totoy heirs received and took possession of their respective shares until they and their mother sold their 11/12 share in the property (Lot 2623) to Laureano Lira, and the remaining 1/12 to Pedro Malajacan.

In the second place, it is an undisputed fact that in Land Registration Case No. 3, G.L.R.O. Record No. 4030, deci-sion was rendered on July 23, 1949 adjudicating 11/12 portion of Lot 2623 to Efrain C. Pelaez, who had acquired the rights and interests therein of Laureano Lira. The remaining 1/12 was adjudicated to Petronilo Santome. After this decision had become executory, and after the issuance of the correspond-ing Decree of Registration, Original Certificate of Title No. 35 was issued in the name of Efrain C. Pelaez. Although this re-gistration proceeding as well as Special Proceeding Nos. 755 and 773 of the Court of First Instance of Cebu are in rem and remained pending in said court for several years, it was only on July 23, 1959 that appellants commenced the present action. Before that they had not taken any positive step to make known, much less to vindicate their claim to Lot 2623.

Lastly, the record shows that after Efrain C. Pelaez had acquired the rights of Laureano Lira in Lot 2623, the

property had become, the subject of transactions with third parties, as follows: On January 13, 1951 Pelaez mortgaged the property to the Rehabilitation Finance Corporation to secure a loan of P49,000.00; on August 8, 1958 Efrain C. Pelaez sold his 11/12 portion of Lot 2623 to Vicente Pelaez who assumed the mortgage debt, and finally, on August 11, 1958, after the property he had acquired had been duly subdivided, Vicente Pelaez sold subdivision Lots 2623-B-1 and 2623-B-4 to appellees Augusto Santos and Aurora Santos-Dychangco. Appellants' inaction, therefore, had made it possible for third parties to acquire rights in the mentioned property.

Upon the facts set forth above, it is not hard to conclude that either appellants' cause of action – assuming that they ever had one as heirs of the deceased spouses Benigno Godinez and Sabina Saberon – had prescribed at the time they filed suit, or that, because of laches, they may not now be heard to assail the validity of the transactions mentioned heretofore, much less the validity of the judicial proceedings that resulted in the adjudication of the property in question to Efrain C. Pelaez.

On the other hand, the appellants who descended from the spouses Bernardino Totoy and Vicenta Godinez cannot claim the property in question as their heirs. In the first place, their theory in this case is that they had inherited an ali-quot part of Lot 2623 as heirs of the deceased spouses Benigno Godinez and Sabina Saberon. They cannot now change that theory. In the second place, while it is true that, upon the evidence of record, Bernardino Totoy and his wife acquired Lot 2623 from the Seminario de San Carlos de Cebu, such evidence is likewise clear that their rights thereto were subsequently acquired by Laureano Lira through purchase from his widow, Vicenta Godinez, and his children; that Lira, in turn, sold his rights and interests to Efrain C. Pelaez and the latter subsequently re-sold the property to Vicente Pelaez. In the third place, the widow and children of Bernardino Totoy are clearly in estoppel to deny that the latter acquired the property from the Seminario de San Carlos de Cebu because, as stated heretofore, Bernardino's widow alleged in her petition in Special Proceedings Nos. 755 and 773 that Lot 2623 was their conjugal property. As a matter of fact, it was in due time partitioned among herself and their children. Likewise, they may not now be heard to say that the sales they executed in favor of Laureano Lira are void, there being absolutely no evidence in the record to justify such conclusion. Neither may all the appellants claim that the sale by Lira to Efrain C. Pelaez is fictitious and void, for the reason that they have absolutely nothing to do with said transaction.

While what has been said heretofore would seem to be sufficient to sustain the appealed decision, we shall nevertheless consider briefly the specific questions raised in the assignments of error submitted in appellants' brief.

In the first assignment appellants claim that the lower court "did not have jurisdiction to render the decision dated July 23, 1949, awarding the land to Attorney Efrain C. Pelaez," said decision being, therefore, void. This contention is predicated on the alleged lack of authority of Attorney Eulalio Causing to waive the claim of his clients to Lot 2623 and that waiver him on their behalf is void. No argument is needed to show that the alleged lack of authority of Attorney Causing – assuming that it is a fact – did not deprive the registration court of its jurisdiction over the case and of its authority to render judgment therein. On the other hand, it does not appear that, subsequent to the waiver made in open court, the clients of Attorney Causing had taken seasonably any serious step to question his authority to make it. Besides this issue raised at this late time is in reality of no decisive importance in this case brought by appellants claiming rights to Lot 2623 not as heirs of Bernardino Totoy and Vicenta Godinez but as heirs of the spouses Benigno Godinez and Sabina Saberon who – as is manifest from what has been said heretofore – did not own the property at the time of their death.

Attention must now be drawn to the fact that Bernardino Totoy married Vicenta (Jacinta) Godinez, one of the heirs of the spouses Benigno Godinez and Sabina Saberon. For this reason, the heirs of the latter could not have been ignorant of the fact that in 1913 Bernardino Totoy and his wife had purchased the property from the

Seminario de San Carlos de Cebu; that in 1935 a formal Deed of Sale was executed in fa-vor of Vicenta Godinez by Archbishop Reyes as legal repre-sentative of the Seminario de San Carlos de Cebu; nor of the fact that in 1916 Bernardino made a formal claim of ownership of Lot 2623 when he filed his answer-opposition in Registration Case No. 3, G.L.R.O. Record No. 4030; that in Special Proceeding Nos. 755 and 773, Lot 2623 was included amongst the conjugal properties owned by the deceased Bernardino Totoy and his wife, and that as a result of said proceedings it was later partitioned between his widow and their children; that afterwards, Vicenta Godinez and her children sold their shares to Laureano Lira.

The points raised in appellant's second and third assignments of error need not be discussed in detail, the same having been sufficiently answered by what has been said heretofore.

In the fourth assignment of error, appellants claim that they were not allowed to introduce evidence to prove that the signatures of one "Laureano Lira" on appellees' Exhibits 27, 29-A, 41-A and 72 are forgeries. All that need be said regarding this issue is that appellants have no right to raise it because there is no claim or pretense on their part that they are heirs or successors in interest of Lira.

Appellants' contention in the fifth assignment of error – that the trial court erred in holding that Original Certificate of Title No. 35 issued in the name of Efrain C. Pelaez has already become indefeasible – is based upon the claim that such title was the product of an illegal registration of property acquire from persons who did not own it and that such registration proceedings were fraudulent.

The alleged illegal registration is without merit, it being clear from what has been said heretofore that Efrain C. Pelaez acquired Lot 2623 from Laureano Lira who, in turn, acquired it from the widow and children of Bernardino Totoy.

As far as the alleged fraud in the registration proceedings is concerned, we find that there is nothing in the record to support it. To the contrary, the record discloses that the proceedings were pending in court for many years and appellants were duly represented by counsel who was duly served with notice of all proceedings had therein.

The alleged lack of authority of Attorney Eulalio Causing to make a statement in open court to the effect that his clients were withdrawing their opposition to the registration of Lot 2623 in the name of Efrain C. Pelaez could, of course, have been raised only by Causings clients, not by such of appel-lants who claim rights to the property as heirs of the deceased spouses Benigno Godinez and Sabina Saberon. On the other hand, Vicenta Godinez and her children represented by Attorney Causing, should have raised that point seasonably, if it was true that they had not authorized their counsel to make such a statement. It is now too late for them to be allowed to do so after so many years; especially after the death of Attorney Causing. Moreover, inasmuch as appellants' present suit is based on the claim that they inherited the property from Benigno Godinez, the question of Attorney Causing's alleged lack of authority to make the statement mentioned heretofore is obviously ir-relevant.

The alleged invalidity of the titles issued in the names of appellees Augusto Santos and Aurora Santos-Dychangco – covered by the sixth assignment of error – needs scant consideration in view not only of what has been said heretofore but also because said parties are clearly purchasers in good faith of lands registered in the name of their vendor, without notice regarding the rights claimed by appellants.

In the seventh assignment of error, appellants contend that assuming that Jacinta (Vicenta) Godinez had any right to sell Lot 2623, such authority must be confined exclusively to her 1/2 share therein because Benigno Godinez was survived by four legitimate children, Jacinta (Vicenta) being the eldest. With what has been said heretofore regarding the fact that the deceased spouses Benigno Godinez and Sabina Saberon were no longer the owners of Lot 2623 upon their death but that the same was acquired in 1913 by Bernardino Totoy and his wife, appellants'

contention becomes obviously untenable.

The last assignments of error may be discussed jointly.

From the facts established by the evidence, we cannot see our way clear to ruling that the title acquired by Efrain C. Pelaez over Lot 2623 must be deemed to be impressed with a "constructive trust." There would be some merit in appellants' contention to this effect were we to hold that Lot 2623 was the property of the spouses Benigno Godinez and Sabina Saberon at the time of their death; that it was afterwards inherited by their four children, and that Bernardino Totoy or his successor in interest fraudulently had it registered in his name. Having arrived at the conclusion that it is not so; that, to the contrary, the property was acquired in 1913 by Bernardino Totoy and his wife for themselves, and that it was subsequently brought under the operation of our Land Registration Act and titled in the name of Efrain C. Pelaez, the theory of "constructive trust" becomes clearly untenable.

WHEREFORE, the appealed decision being in accordance with law and the evidence, the same is hereby affirmed, with costs.

Concepcion, C.J., Reyes, J.B.L., Makalintal, Zaldivar, Castro, Fernando, Teehankee, Barredo, Villamor, and Makasiar, JJ., concur.

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