

## **HEIRS OF LEANDRO OLIVER, REPRESENTED BY PURITA OLIVER AND PEDRO REMOQUILLO, PETITIONERS, VS. THE HONORABLE COURT OF APPEALS, JOSE SERADILLA, AND NATIONAL HOUSING AUTHORITY, RESP...**

*G.R. No. 107069. July 21, 1994*

Ponente: PUNO, J.

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### **PUNO, J.:**

This is a petition for review on certiorari of: (1) the Decision[1] of respondent Court Appeals in CA-G.R. CV No. 26735, entitled "Heirs of Leandro Oliver, represented by Purita Oliver and Pedro Remoquillo, Plaintiffs-Appellants, versus Jose Seradilla and National Housing Authority, Defendants-Appellees," which affirmed the Decision[2] of the Regional Trial Court of Biñan, Laguna; and (2) the Resolution[3] denying the motion for reconsideration, for lack of merit.

The findings of fact by the trial court which were adopted by respondent Court of Appeals are as follows:

"In August, 1939, the Republic of the Philippines acquired from Colegio de San Jose the whole of the Tunasan Homesite.

In that same year, Engineer Honorato Maria, authorized by the Bureau of Lands, conducted a resurvey of the whole Tunasan Homesite, San Pedro, Laguna on the basis of the Bureau's 1939 Master List (Exhibit "20-A"; p. 13 TSN, June 22, 1989).

On the basis of the 1939 resurvey, the relative positions of Lots 19, 20, 22, 23, 24, 25, 26 and 27 were plotted with the vacant lot adjoining the Landayan Creek having been designated as the Lot 24.

On July 21, 1955, the government through Zoilo Castrillo, then Director of Lands, entered into and executed an Agreement to Sell (KASUNDUAN SA PAGBIBILI) with Patricia Seradilla, married to Rosa Catalan, covering several parcels of land denominated as Lots 9, 9-A, 22, 23, 25 and 26 of Blocks 61 and 87 of the Tunasan Homesite, San Pedro, Laguna (Exh. "1").

During these times, Leandro Oliver, predecessor of plaintiffs and brother of Patricia Seradilla and thus an uncle of defendant Jose Seradilla, was said to have been occupying Lot 24, Block 87.

On September 15, 1955, Patricio Seradilla died.

On November 6, 1959, the heirs of Patricia Seradilla namely: Soledad, Paz, Esperanza, Pilar, all surnamed Seradilla, but without the participation of Jose Seradilla, allegedly for the good location and valuability of Lot 24, Block 87 to the use of Lots 25, 26 and 27, Block 87, entered into an agreement with their uncle Leandro Oliver, consolidating the latter's Lot 24 Block 87 with the lots left by Patricio Seradilla - Lots 22, 23, 25 and 26 Block 87 of the Tunasan Homesite, San Pedro, Laguna - and dividing the same equally among them without, however, touching the part occupied by heir Jose Seradilla.

On July 9, 1961, a sketch representing the agreed partition of the mentioned lots with the respective

designation of each was executed and signed by all the heirs including Jose Seradilla and Leandro Oliver (Exh. "E-2").

Apparently, pursuant to the Agreement of November 6, 1959 and the supplemental sketch drafted on July 9, 1961 (Exh. "E-2"), Leandro Oliver vacated his Lot 24, Block 87 and occupied portion of Lot 22, Block 87. This same lot was later designated as new Lot 26, Block 87 which was subdivided into two lots designated as Lots 26 and 30, Block 21 (Exh. "7").

On September 19, 1961, relying on the Agreement of 1959, Leandro Oliver for a consideration of P500.00, sold to plaintiff Pedro Remoquillo one-half (1/2) portion of Lot 26, Block 87 (portion of old Lot 22 Block 87) which was henceforth designated as Lot 30 Block 21. This lot, therefore, originated and was a portion of old Lot 22, Block 87 (Exhs. "7" and "8").

In May 1983, (sic 1963) and upon the request of the heirs of Patricio Seradilla, Engineer Honorato Sta. Maria made a resurvey of the lots recorded in the name of Patricio Seradilla (Exh. "18").

On June 30, 1963, visibly discontented, Jose Seradilla urged his co-heirs to execute a new sketch based on the 1983 (sic 1963) resurvey of Engineer Sta. Maria excluding Leandro Oliver from the partition and adjudicating upon defendant Jose Seradilla Lots 14, 14-A Block 61, and Lots 26 and 29 Block 87.

Thus, on July 5, 1963, the heirs of Patricio Seradilla formalized their agreement and executed an Agreement of Partition revoking the Agreement of 1959 and subdividing the parcels of land left by their parents in the following manner (Exhibit "18"):

To Soledad

Lot 24, Block 87

Paz

Lot 25, Block 87

Jose

Lots 14, 14-A, Block 61

Lots 26 and 29, Block 87

Rosario

Lots 10 and 10-A Block 61

Lot 22, Block 87

Esperanza

Lots 23, Block 87

Pilar (deceased)

Lot 27, Block 87

On July 6, 1966, pursuant to the survey conducted on September 2, 1951 to March 4, 1952, September 1, 1956 and July 31, 1958 to April 10, 1962, the Director of Lands approved the Subdivision Plan of the Tunasan

Homesite and Block 87 was designated as Block 21 (Exh. "20-B").

Several years later, on August 13, 1970, the heirs of Patricio Seradilla again executed an Extra-judicial Partition of the same parcels of land duly published for three (3) consecutive times in a newspaper (sic) of general circulation (Exh. "N-5") but omitted to include Lots 26 and 30 Block 21 (Exhs. "N"; "N-1" to "N-4") due to an alleged typographical error and they being unaware of the existence of Lot 30 (pp. 9 to 12, TSN, October 20, 1988).

On January 16, 1980, on the basis of the representation of Jose Seradilla that Lots 26 and 30, Block 21 were included in the partition (Exh. "M"), the National Housing Authority through J.S. de Vera, Manager, Estate Management Department, sold to Jose Seradilla Lots 26 and 30, Block 21, Psd - 74516 of the Tunasan Homesite, San Pedro, Laguna (Exh. "Q"; "Q-1" to "Q-5", inclusive, Exhs. "4"; "4-A"; "5" and "5-A").

On January 25, 1980, Transfer of Certificates Title No. T-67081 and T-67082 covering Lots 30 and 26, respectively, were issued in favor of herein defendant Jose Seradilla (Exhs. "R" and "S")."[4]

On June 4, 1982, petitioners filed a complaint for Annulment of Title with Damages against respondents before the Regional Trial Court of Binan, Laguna, Branch XXV, docketed as Civil Case No. B-1863. They sought to annul two (2) administrative patents issued by respondent National Housing Authority (NHA) to respondent Jose Seradilla. They asserted preferential rights over the same as heirs and vendees of Leandro Oliver, respectively. These parcels of land were duly registered in the name of Jose Seradilla and recorded as Transfer Certificates of Title No. T-67081 and T--67082 in the Registry of Deeds of Calamba, Laguna.[5]

Respondents answered the complaint. On February 16, 1990, the court rendered judgment against petitioners, the dispositive portion of which reads:

"IN THE LIGHT OF THE FOREGOING, judgment is hereby rendered in favor of the defendants and against the plaintiffs dismissing the complaint and upholding the validity of Transfer of Certificates of Title No. T-67081 and T-67082 of the Registry of Deeds of Laguna covering Lots 30 and 26, respectively, of the Tunasan Homesite San Pedro, Laguna in the name of Jose Seradilla. Consequently, plaintiffs or their assigns are directed to vacate and surrender to defendant Seradilla possession of Lots 26 and 30, Block 21 of the Tunasan Homesite, San Pedro, Laguna covered by the above mentioned Transfer Certificates of Title.

It appearing that the case was not filed with any malicious intention on the part of the plaintiffs, defendants' counterclaim are likewise dismissed for lack for merits. (sic)

SO ORDERED."[6]

On appeal, the respondent Court of Appeals affirmed the controverted decision of the trial court. On September 11, 1992, petitioners' motion for reconsideration was denied for lack of merit.

Hence, this petition.

Petitioners raise the following issues, viz:

## I

IS A BILATERAL CONTRACT VOID AB INITIO JUST BECAUSE ONLY 4 OUT OF 5 HEIRS PARTICIPATED THEREIN REPRESENTING THEIR SIDE?

## II

CAN A BILATERAL CONTRACT BE SUPERSEDED BY A SUBSEQUENT UNILATERAL AGREEMENT EXECUTED BY ALL OF THE 5 HEIRS BUT WITHOUT THE PARTICIPATION OF THE OTHER PARTY?

## III

FROM WHEN IS THE 5-YEAR RESTRICTION AGAINST TRANSFER IN ADMINISTRATIVE PATENT COUNTED?

## IV

WHAT IS THE EFFECT OF PERSONAL DISQUALIFICATION TO BEING A PATENTEE OF PUBLIC DISPOSABLE LAND AND THE UTTER LACK OF BASIS OF THE GRANT OF A PATENT?

We rule for private respondents.

The petition at bench can succeed only by a showing that the Consolidation and Partition Agreement dated November 6, 1959 is valid. We uphold the respondent court in ruling that it is void on the ground that it was made within the five (5) year period prohibiting the sale, assignment, encumbrance, mortgage, or transfer of land acquired under free patent or homestead as mandated by C.A. 141, section 118, as amended by C.A. 496.[7] Indeed, this legal prohibition is expressly recited in the Agreement to Sell dated July 21, 1955[8] between the government and the late Patricio Seradilla, viz:

"12. The Applicant shall not sell, assign, encumber, mortgage, transfer, or in any other manner affect his rights under this contract or in the property subject hereof without first obtaining the written consent of the Administration and this condition shall subsist until the lapse of five (5) years from the date of the execution of the final deed of sale in his favor and shall be annotated as an encumbrance on the certificate of title of the property that may be issued in his favor.

13. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto."

As the Consolidation and Partition Agreement contravened section 118, C.A. 141, as amended by C.A. 496, it is null and void pursuant to paragraph 7, Article 1409 of the Civil Code.[9]

In this light, the reliance of the petitioners on the sketch of July 9, 1961 signed by private respondent Jose Seradilla allegedly confirming the Consolidation and Partition Agreement dated November 6, 1959 is hardly of any moment. As Article 1409 of the Civil Code, op. cit., expressly states that void contracts cannot be ratified. Needless to state, the July 5, 1963 Agreement of the heirs of Patricio Seradilla revoking the void Consolidation and Partition Agreement dated November 6, 1959 cannot be faulted.

Next, petitioners further allege that Lots 26 and 30 were not among those properties left by decedent Patricia Seradilla to his heirs. The grant of patents in favor of private respondent Seradilla covering these lots was therefore erroneous, it is urged.

Again, we are not persuaded for as correctly observed by the respondent court:[10]

"The omission to specifically mention Lots 26 and Lot 30, Block 21, is more apparent than real, because, as we explained above, said Lots 26 and 30, Block 21 were the subdivided lots of new Lot 26, Block 87, which was formerly Lot 22, Block 21, as mentioned. Besides, said Lot 22, Block 87, was among the Lots which were awarded to Patricio Seradilla or were subject of the Contract to Sell of July 21, 1955 between Patricio and the

government (Exhibit 1). Block 21 was formerly Block 87 (Exhibits 7 and 8)."

Lastly, petitioners contend that private respondent is disqualified from being a patentee of the lots in question. They contend that their predecessor-in-interest, Leandro Oliver, has better qualifications. This submission was rejected by the trial court which found and ruled:[11]

"FIRSTLY, Leandro Oliver failed to file the requisite application over either Lot 24 where he allegedly stayed originally but which was later identified as the vacant lot adjacent to the Landayan creek (Exh. "20-A") and was during the 1951-1962 survey, eroded by the Landayan creek (Exh. "20-B", p. 30, TSN, June 22, 1989; or Lot 26, Blocks 87) where he supposedly transferred in exchange for Lot 24 per the Agreement of 1959.

x x x

SECONDLY, the lots subject matter of the Agreement of November 6, 1959 were awarded to Patricio Seradilla, pursuant to an Agreement to Sell dated July 21, 1955 whereby the latter agreed to buy the parcels of land therein mentioned restricted by the conditions laid down in such contract, pertinent of which are paragraphs 12 and 13 (Exh. "1").

x x x

THIRDLY, Leandro Oliver died on December 23, 1976, 13 years from the time he had learned of the revocation of their original agreement. Yet, he chose to remain silent; he did not move to protest his right and slept thereon. He must, therefore, suffer the ultimate effects of laches. The right of defendant Seradilla over Lots 26 and 30 (portion of lot 22) must be put to rest and be recognized."

Obviously, petitioners are grasping on questions of fact. Our unbending jurisprudence forbids us to entertain questions of fact in a petition for review on certiorari under Rule 45 of the Rules of Court.[12] This rule finds stronger application in the petition at bench considering that it involves facts established in administrative proceedings and confirmed by both trial court and the respondent court.

IN VIEW WHEREOF, the petition is DENIED there being no showing of any reversible error committed by the respondent court. Costs against petitioners.

### **SO ORDERED.**

Narvasa, C.J., (Chairman), Padilla, and Regalado, JJ., concur.  
Mendoza, J., no part.

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[1] Lantin, Jaime M., J. ponente; Mendoza, Vicente V., and Guingona, Serafin V., JJ., concurring.

[2] Rendered by Judge Minita Chico-Nazario.

[3] Supra., footnote No. 1.

[4] Regional Trial Court Decision, Rollo, pp. 55--57.

[5] Id., Annexes "B" and "B-1", pp. 43, 44.

[6] Id., Annex "E", p. 73.

[7] Gayapanao v. IAC, G.R. No. 68109, July 17, 1991, 199 SCRA 309.

[8] Exh. "O", p. 106.

[9] It states:

Art. 1409. The following contracts are inexistent and void from the beginning:

x x x

7. Those expressly prohibited or declared void by law.

[10] Rollo, pp. 13-14.

[11] Rollo, pp. 157-158.

[12] Misa v. Court of Appeals, G.R. No. 97291, August 5, 1992, 212 SCRA 217.

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