

**SPS. AGRIPINO GESTOPA AND ISABEL SILARIO GESTOPA,
PETITIONERS, VS. COURT OF APPEALS AND MERCEDES DANLAG Y
PILAPIL, RESPONDENTS.**

G.R. No. 111904. October 05, 2000

Ponente: QUISUMBING, J.

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QUISUMBING, J.:

This petition for review,[1] under Rule 45 of the Rules of Court, assails the decision[2] of the Court of Appeals dated August 31, 1993, in CA-G.R. CV No. 38266, which reversed the judgment[3] of the Regional Trial Court of Cebu City, Branch 5.

The facts, as culled from the records, are as follows:

Spouses Diego and Catalina Danlag were the owners of six parcels of unregistered lands. They executed three deeds of donation mortis causa, two of which are dated March 4, 1965 and another dated October 13, 1966, in favor of private respondent Mercedes Danlag-Pilapil.[4] The first deed pertained to parcels 1 & 2 with Tax Declaration Nos. 11345 and 11347, respectively. The second deed pertained to parcel 3, with TD No. 018613. The last deed pertained to parcel 4 with TD No. 016821. All deeds contained the reservation of the rights of the donors (1) to amend, cancel or revoke the donation during their lifetime, and (2) to sell, mortgage, or encumber the properties donated during the donors' lifetime, if deemed necessary.

On January 16, 1973, Diego Danlag, with the consent of his wife, Catalina Danlag, executed a deed of donation inter vivos[5] covering the aforementioned parcels of land plus two other parcels with TD Nos. 11351 and 11343, respectively, again in favor of private respondent Mercedes. This contained two conditions, that (1) the Danlag spouses shall continue to enjoy the fruits of the land during their lifetime, and that (2) the donee can not sell or dispose of the land during the lifetime of the said spouses, without their prior consent and approval. Mercedes caused the transfer of the parcels' tax declaration to her name and paid the taxes on them.

On June 28, 1979 and August 21, 1979, Diego and Catalina Danlag sold parcels 3 and 4 to herein petitioners, Mr. and Mrs. Agripino Gestopa. On September 29, 1979, the Danlags executed a deed of revocation[6] recovering the six parcels of land subject of the aforecited deed of donation inter vivos.

On March 1, 1983, Mercedes Pilapil (herein private respondent) filed with the RTC a petition against the Gestopas and the Danlags, for quieting of title[7] over the above parcels of land. She alleged that she was an illegitimate daughter of Diego Danlag; that she lived and rendered incalculable beneficial services to Diego and his mother, Maura Danlag, when the latter was still alive. In recognition of the services she rendered, Diego executed a Deed of Donation on March 20, 1973, conveying to her the six (6) parcels of land. She accepted the donation in the same instrument, openly and publicly exercised rights of ownership over the donated properties, and caused the transfer of the tax declarations to her name. Through machination, intimidation and undue influence, Diego persuaded the husband of Mercedes, Eulalio Pilapil, to buy two of the six parcels covered by the deed of donation. Said donation inter vivos was coupled with conditions and, according to Mercedes, since its

perfection, she had complied with all of them; that she had not been guilty of any act of ingratitude; and that respondent Diego had no legal basis in revoking the subject donation and then in selling the two parcels of land to the Gestopas.

In their opposition, the Gestopas and the Danlags averred that the deed of donation dated January 16, 1973 was null and void because it was obtained by Mercedes through machinations and undue influence. Even assuming it was validly executed, the intention was for the donation to take effect upon the death of the donor. Further, the donation was void for it left the donor, Diego Danlag, without any property at all.

On December 27, 1991, the trial court rendered its decision, thus:

"WHEREFORE, the foregoing considered, the Court hereby renders judgment in favor of the defendants and against the plaintiff:

- Declaring the Donations Mortis Causa and Inter Vivos as revoked, and, therefore, has (sic) no legal effect and force of law.
- Declaring Diego Danlag the absolute and exclusive owner of the six (6) parcels of land mentioned in the Deed of revocation (Exh. P-plaintiff, Exh. 6-defendant Diego Danlag).
- Declaring the Deeds of Sale executed by Diego Danlag in favor of spouses Agripino Gestopa and Isabel Gestopa dated June 28, 1979 (Exh. S-plaintiff; Exh. 18-defendant); Deed of Sale dated December 18, 1979 (Exh. T plaintiff; Exh. 9-defendant); Deed of Sale dated September 14, 1979 (Exh. 8); Deed of Sale dated June 30, 1975 (Exh. U); Deed of Sale dated March 13, 1978 (Exh. X) as valid and enforceable duly executed in accordance with the formalities required by law.
- Ordering all tax declaration issued in the name of Mercedes Danlag Y Pilapil covering the parcel of land donated cancelled and further restoring all the tax declarations previously cancelled, except parcels nos. 1 and 5 described, in the Deed of Donation Inter Vivos (Exh. "1") and Deed of Sale (Exh. "2") executed by defendant in favor of plaintiff and her husband.

[5.]

With respect to the contract of sale of abovestated parcels of land, vendor Diego Danlag and spouse or their estate have the alternative remedies of demanding the balance of the agreed price with legal interest, or rescission of the contract of sale.

SO ORDERED."[8]

In rendering the above decision, the trial court found that the reservation clause in all the deeds of donation indicated that Diego Danlag did not make any donation; that the purchase by Mercedes of the two parcels of land covered by the Deed of Donation Inter Vivos bolstered this conclusion; that Mercedes failed to rebut the allegations of ingratitude she committed against Diego Danlag; and that Mercedes committed fraud and machination in preparing all the deeds of donation without explaining to Diego Danlag their contents.

Mercedes appealed to the Court of Appeals and argued that the trial court erred in (1) declaring the donation dated January 16, 1973 as mortis causa and that the same was already revoked on the ground of ingratitude; (2) finding that Mercedes purchased from Diego Danlag the two parcels of land already covered by the above donation and that she was only able to pay three thousand pesos, out of the total amount of twenty thousand pesos; (3) failing to declare that Mercedes was an acknowledged natural child of Diego Danlag.

On August 31, 1993, the appellate court reversed the trial court. It ruled:

"PREMISES CONSIDERED, the decision appealed from is REVERSED and a new judgment is hereby

rendered as follows:

- Declaring the deed of donation inter vivos dated January 16, 1973 as not having been revoked and consequently the same remains in full force and effect;
- Declaring the Revocation of Donation dated June 4, 1979 to be null and void and therefore of no force and effect;
- Declaring Mercedes Danlag Pilapil as the absolute and exclusive owner of the six (6) parcels of land specified in the above-cited deed of donation inter vivos;
- Declaring the Deed of Sale executed by Diego Danlag in favor of spouses Agripino and Isabel Gestopa dated June 28, 1979 (Exhibits S and 18), Deed of Sale dated December 18, 1979 (Exhibits T and 19), Deed of Sale dated September 14, 1979 (Exhibit 8), Deed of Sale dated June 30, 1975 (Exhibit U), Deed of Sale dated March 13, 1978 (Exhibit X) as well as the Deed of Sale in favor of Eulalio Danlag dated December 27, 1978 (Exhibit 2) not to have been validly executed;
- Declaring the above-mentioned deeds of sale to be null and void and therefore of no force and effect;
- Ordering spouses Agripino Gestopa and Isabel Silerio Gestopa to reconvey within thirty (30) days from the finality of the instant judgment to Mercedes Danlag Pilapil the parcels of land above-specified, regarding which titles have been subsequently fraudulently secured, namely those covered by O.C.T. T-17836 and O.C.T. No. 17523.
- Failing to do so, ordering the Branch Clerk of Court of the Regional Trial Court (Branch V) at Cebu City to effect such reconveyance of the parcels of land covered by O.C.T. T-17836 and 17523.

SO ORDERED."[9]

The Court of Appeals held that the reservation by the donor of lifetime usufruct indicated that he transferred to Mercedes the ownership over the donated properties; that the right to sell belonged to the donee, and the donor's right referred to that of merely giving consent; that the donor changed his intention by donating inter vivos properties already donated mortis causa; that the transfer to Mercedes' name of the tax declarations pertaining to the donated properties implied that the donation was inter vivos; and that Mercedes did not purchase two of the six parcels of land donated to her.

Hence, this instant petition for review filed by the Gestopa spouses, asserting that:

"THE HONORABLE COURT OF APPEALS, TWELFTH DIVISION, HAS GRAVELY ERRED IN REVERSING THE DECISION OF THE COURT A QUO."[10]

Before us, petitioners allege that the appellate court overlooked the fact that the donor did not only reserve the right to enjoy the fruits of the properties, but also prohibited the donee from selling or disposing the land without the consent and approval of the Danlag spouses. This implied that the donor still had control and ownership over the donated properties. Hence, the donation was post mortem.

Crucial in resolving whether the donation was inter vivos or mortis causa is the determination of whether the donor intended to transfer the ownership over the properties upon the execution of the deed.[11]

In ascertaining the intention of the donor, all of the deed's provisions must be read together.[12] The deed of donation dated January 16, 1973, in favor of Mercedes contained the following:

"That for and in consideration of the love and affection which the Donor inspires in the Donee and as an act of liberality and generosity, the Donor hereby gives, donates, transfer and conveys by way of donation unto the herein Donee, her heirs, assigns and successors, the above-described parcels of land;

That it is the condition of this donation that the Donor shall continue to enjoy all the fruits of the land during his lifetime and that of his spouse and that the donee cannot sell or otherwise, dispose of the lands without the prior consent and approval by the Donor and her spouse during their lifetime.

x x x

That for the same purpose as hereinbefore stated, the Donor further states that he has reserved for himself sufficient properties in full ownership or in usufruct enough for his maintenance of a decent livelihood in consonance with his standing in society.

That the Donee hereby accepts the donation and expresses her thanks and gratitude for the kindness and generosity of the Donor."[13]

Note first that the granting clause shows that Diego donated the properties out of love and affection for the donee. This is a mark of a donation inter vivos.[14] Second, the reservation of lifetime usufruct indicates that the donor intended to transfer the naked ownership over the properties. As correctly posed by the Court of Appeals, what was the need for such reservation if the donor and his spouse remained the owners of the properties? Third, the donor reserved sufficient properties for his maintenance in accordance with his standing in society, indicating that the donor intended to part with the six parcels of land.[15] Lastly, the donee accepted the donation. In the case of *Alejandro vs. Germaldez*, 78 SCRA 245 (1977), we said that an acceptance clause is a mark that the donation is inter vivos. Acceptance is a requirement for donations inter vivos. Donations mortis causa, being in the form of a will, are not required to be accepted by the donees during the donors' lifetime.

Consequently, the Court of Appeals did not err in concluding that the right to dispose of the properties belonged to the donee. The donor's right to give consent was merely intended to protect his usufructuary interests. In *Alejandro*, we ruled that a limitation on the right to sell during the donors' lifetime implied that ownership had passed to the donees and donation was already effective during the donors' lifetime.

The attending circumstances in the execution of the subject donation also demonstrated the real intent of the donor to transfer the ownership over the subject properties upon its execution.[16] Prior to the execution of donation inter vivos, the Danlag spouses already executed three donations mortis causa. As correctly observed by the Court of Appeals, the Danlag spouses were aware of the difference between the two donations. If they did not intend to donate inter vivos, they would not again donate the four lots already donated mortis causa. Petitioners' counter argument that this proposition was erroneous because six years after, the spouses changed their intention with the deed of revocation, is not only disingenuous but also fallacious. Petitioners cannot use the deed of revocation to show the spouses' intent because its validity is one of the issues in this case.

Petitioners aver that Mercedes' tax declarations in her name can not be a basis in determining the donor's intent. They claim that it is easy to get tax declarations from the government offices such that tax declarations are not considered proofs of ownership. However, unless proven otherwise, there is a presumption of regularity in the performance of official duties.[17] We find that petitioners did not overcome this presumption of regularity in the issuance of the tax declarations. We also note that the Court of Appeals did not refer to the tax declarations as proofs of ownership but only as evidence of the intent by the donor to transfer ownership.

Petitioners assert that since private respondent purchased two of the six parcels of land from the donor, she herself did not believe the donation was inter vivos. As aptly noted by the Court of Appeals, however, it was private respondent's husband who purchased the two parcels of land.

As a rule, a finding of fact by the appellate court, especially when it is supported by evidence on record, is binding on us.[18] On the alleged purchase by her husband of two parcels, it is reasonable to infer that the purchase was

without private respondent's consent. Purchase by her husband would make the properties conjugal to her own disadvantage. That the purchase is against her self-interest, weighs strongly in her favor and gives credence to her claim that her husband was manipulated and unduly influenced to make the purchase, in the first place.

Was the revocation valid? A valid donation, once accepted, becomes irrevocable, except on account of officiousness, failure by the donee to comply with the charges imposed in the donation, or ingratitude.[19] The donor-spouses did not invoke any of these reasons in the deed of revocation. The deed merely stated:

"WHEREAS, while the said donation was a donation Inter Vivos, our intention thereof is that of Mortis Causa so as we could be sure that in case of our death, the above-described properties will be inherited and/or succeeded by Mercedes Danlag de Pilapil; and that said intention is clearly shown in paragraph 3 of said donation to the effect that the Donee cannot dispose and/or sell the properties donated during our life-time, and that we are the one enjoying all the fruits thereof." [20]

Petitioners cited Mercedes' vehemence in prohibiting the donor to gather coconut trees and her filing of instant petition for quieting of title. There is nothing on record, however, showing that private respondent prohibited the donors from gathering coconuts. Even assuming that Mercedes prevented the donor from gathering coconuts, this could hardly be considered an act covered by Article 765 of the Civil Code.[21] Nor does this Article cover respondent's filing of the petition for quieting of title, where she merely asserted what she believed was her right under the law.

Finally, the records do not show that the donor-spouses instituted any action to revoke the donation in accordance with Article 769 of the Civil Code.[22] Consequently, the supposed revocation on September 29, 1979, had no legal effect.

WHEREFORE, the instant petition for review is DENIED. The assailed decision of the Court of Appeals dated August 31, 1993, is AFFIRMED.

Costs against petitioners.

SO ORDERED.

Bellosillo, (Chairman), Mendoza, Buena, and De Leon, Jr., JJ., concur.

[1] Rollo, pp. 3-10.

[2] Id. at 21-33.

[3] Id. at 10-20.

[4] Records, pp. 61-65.

[5] Id. at 66.

[6] Id. at 78-79.

[7] Id. at 1-4.

[8] Rollo, pp. 19-20.

[9] Id. at 31-32.

[10] Id. at 5.

[11] Reyes vs. Mosqueda, 187 SCRA 661, 671 (1990).

[12] Alejandro vs. Germaldez, 78 SCRA 245, 261 (1977).

[13] Records, p. 66 (back page).

[14] Vita vs. Montanano, 194 SCRA 180, 190 (1991).

[15] Reyes vs. Mosqueda, 187 SCRA 661, 671 (1990); Concepcion vs. Concepcion, 91 Phil. 823, 827 (1952).

[16] Sicad vs. CA, 294 SCRA 183, 191 (1998).

[17] Revised Rules of Court, Rule 131, Sec. 3 (m).

[18] Guerrero vs. Court of Appeals, 285 SCRA 670, 678 (1998).

[19] Vda. de Arceo vs. CA, 185 SCRA 489, 497 (1990); Alejandro vs. Germaldez, 78 SCRA 245, 267 (1977).

[20] Rollo, p. 79.

[21] Art. 765 The donation may also be revoked at the instance of the donor, by reason of ingratitude in the following cases: (1) If the donee should commit some offense against the person, the honor or the property of the donor, or of his wife or children under his parental authority. (2) If the donee imputes to the donor any criminal offense, or any act involving moral turpitude, even though he should prove it, unless the crime or the act has been committed against the donee himself, his wife or children under his authority; (3) If he unduly refuses him support when the donee is legally or morally bound to give support to the donor.

[22] Article 769. The action granted to the donor by reason of ingratitude cannot be renounced in advance. This action prescribes within one year, to be counted from the time the donor had knowledge of the fact and it was possible for him to bring the action.

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