

**ROMANA LOCQUIAO VALENCIA AND CONSTANCIA L. VALENCIA,
PETITIONERS, VS. BENITO A. LOCQUIAO, NOW DECEASED AND
SUBSTITUTED BY JIMMY LOCQUIAO, TOMASA MARA AND THE
REGISTRAR OF DEEDS ...**

G.R. No. 122134. October 03, 2003

Ponente: TINGA, J.

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TINGA, J.:

The Old Civil Code[1] and the Old Code of Civil Procedure,[2] repealed laws that they both are notwithstanding, have not abruptly become mere quiescent items of legal history since their relevance do not wear off for a long time. Verily, the old statutes proved to be decisive in the adjudication of the case at bar.

Before us is a petition for review seeking to annul and set aside the joint Decision[3] dated November 24, 1994, as well as the Resolution[4] dated September 8, 1995, of the former Tenth Division[5] of the Court of Appeals in two consolidated cases involving an action for annulment of title[6] and an action for ejectment.[7]

Both cases involve a parcel of land consisting of 4,876 square meters situated in Urdaneta, Pangasinan. This land was originally owned by the spouses Herminigildo and Raymunda Locquiao, as evidenced by Original Certificate of Title No. 18383[8] issued on October 3, 1917 by the Register of Deeds of Pangasinan.

On May 22, 1944, Herminigildo and Raymunda Locquiao executed a deed of donation propter nuptias which was written in the Ilocano dialect, denominated as *Inventario Ti Sagut*[9] in favor of their son, respondent Benito Locquiao (hereafter, respondent Benito) and his prospective bride, respondent Tomasa Mara (hereafter, respondent Tomasa). By the terms of the deed, the donees were gifted with four (4) parcels of land, including the land in question, as well as a male cow and one-third ([1]/3) portion of the conjugal house of the donor parents, in consideration of the impending marriage of the donees.

The donees took their marriage vows on June 4, 1944 and the fact of their marriage was inscribed at the back of O.C.T. No. 18383.[10]

Herminigildo and Raymunda died on December 15, 1962 and January 9, 1968, respectively, leaving as heirs their six (6) children, namely: respondent Benito, Marciano, Lucio, Emeteria, Anastacia, and petitioner Romana, all surnamed Locquiao[11]. With the permission of respondents Benito and Tomasa, petitioner Romana Valencia (hereinafter, Romana) took possession and cultivated the subject land.[12] When respondent Romana's husband got sick sometime in 1977, her daughter petitioner Constanica Valencia (hereafter, petitioner Constanica) took over, and since then, has been in possession of the land.[13]

Meanwhile, respondents Benito and Tomasa registered the *Inventario Ti Sagut* with the Office of the Register of Deeds of Pangasinan on May 15, 1970.[14] In due course, the original title was cancelled and in lieu thereof Transfer Certificate of Title No. 84897[15] was issued in the name of the respondents Benito and Tomasa.

On March 18, 1973, the heirs of the Locquiaos spouses, including respondent Benito and petitioner Romana, executed a Deed of Partition with Recognition of Rights,[16] wherein they distributed among only three (3) of them, the twelve (12) parcels of land left by their common progenitors, excluding the land in question and other lots disposed of by the Locquiaos spouses earlier. Contained in the deed is a statement that respondent Benito and Marciano Locquiao, along with the heirs of Lucio Locquiao, "have already received our shares in the estates of our parents, by virtue of previous donations and conveyances," and that for that reason the heirs of Lucio Locquiao were not made parties to the deed. All the living children of the Locquiaos spouses at the time, including petitioner Romana, confirmed the previous dispositions and waived their rights to whomsoever the properties covered by the deed of partition were adjudicated.[17]

Later on, disagreements among five (5) heirs or groups of heirs, including petitioner Romana, concerning the distribution of two (2) of the lots covered by the deed of partition which are Lots No. 2467 and 5567 of the Urdaneta Cadastral Survey surfaced. As their differences were settled, the heirs concerned executed a Deed of Compromise Agreement[18] on June 12, 1976, which provided for the re-distribution of the two (2) lots. Although not directly involved in the discord, Benito signed the compromise agreement together with his feuding siblings, nephews and nieces. Significantly, all the signatories to the compromise agreement, including petitioner Romana, confirmed all the other stipulations and provisions of the deed of partition.[19]

Sometime in 1983, the apparent calm pervading among the heirs was disturbed when petitioner Constanica filed an action for annulment of title against the respondents before the Regional Trial Court of Pangasinan.[20] The record shows that the case was dismissed by the trial court but it does not indicate the reason for the dismissal.[21]

On December 13, 1983, respondent Benito filed with the Municipal Trial Court of Urdaneta, Pangasinan a Complaint[22] seeking the ejectment of petitioner Constanica from the subject property.

On November 25, 1985, the Municipal Trial Court rendered a Decision,[23] ordering the defendant in the case, petitioner Constanica, to vacate the land in question.

Petitioners Romana and Constanica countered with a Complaint[24] for the annulment of Transfer Certificate of Title No. 84897 against respondents Benito and Tomasa [25] which they filed with the Regional Trial Court of Pangasinan on December 23, 1985. Petitioners alleged that the issuance of the transfer certificate of title was fraudulent; that the Inventario Ti Sagut is spurious; that the notary public who notarized the document had no authority to do so, and; that the donation did not observe the form required by law as there was no written acceptance on the document itself or in a separate public instrument.

Meanwhile, the decision in the ejectment case was appealed to the same RTC where the case for annulment of title was also pending. Finding that the question of ownership was the central issue in both cases, the court issued an Order[26] suspending the proceedings in the ejectment case until it shall have decided the ownership issue in the title annulment case.

After trial, the RTC rendered a Decision[27] dated January 30, 1989 dismissing the complaint for annulment of title on the grounds of prescription and laches. It likewise ruled that the Inventario Ti Sagut is a valid public document which transmitted ownership over the subject land to the respondents. With the dismissal of the complaint and the confirmation of the respondents' title over the subject property, the RTC affirmed in toto the decision of the MTC in the ejectment case[28].

Dissatisfied, petitioners elevated the two (2) decisions to the respondent Court of Appeals. Since they involve the same parties and the same property, the appealed cases were consolidated by the appellate court.

On November 24, 1994, the Court of Appeals rendered the assailed Decision affirming the appealed RTC decisions. The appellate court upheld the RTC's conclusion that the petitioners' cause of action had already prescribed, considering that the complaint for annulment of title was filed more than fifteen (15) years after the issuance of the title, or beyond the ten (10) - year prescriptive period for actions for reconveyance. It likewise rejected the petitioners' assertion that the donation propter nuptias is null and void for want of acceptance by the donee, positing that the implied acceptance flowing from the very fact of marriage between the respondents, coupled with the registration of the fact of marriage at the back of OCT No. 18383, constitutes substantial compliance with the requirements of the law.

The petitioners filed a Motion for Reconsideration[29] but it was denied by the appellate court in its Resolution[30] dated September 8, 1995. Hence, this petition.

We find the petition entirely devoid of merit.

Concerning the annulment case, the issues to be threshed out are: (1) whether the donation propter nuptias is authentic; (2) whether acceptance of the donation by the donees is required; (3) if so, in what form should the acceptance appear, and; (4) whether the action is barred by prescription and laches.

The Inventario Ti Sagut which contains the donation propter nuptias was executed and notarized on May 22, 1944. It was presented to the Register of Deeds of Pangasinan for registration on May 15, 1970. The photocopy of the document presented in evidence as Exhibit "8" was reproduced from the original kept in the Registry of Deeds of Pangasinan.[31]

The petitioners have launched a two-pronged attack against the validity of the donation propter nuptias, to wit: first, the Inventario Ti Sagut is not authentic; and second, even assuming that it is authentic, it is void for the donee's failure to accept the donation in a public instrument.

To buttress their claim that the document was falsified, the petitioners rely mainly on the Certification[32] dated July 9, 1984 of the Records Management and Archives Office that there was no notarial record for the year 1944 of Cipriano V. Abenojar who notarized the document on May 22, 1944 and that therefore a copy of the document was not available.

The certification is not sufficient to prove the alleged inexistence or spuriousness of the challenged document. The appellate court is correct in pointing out that the mere absence of the notarial record does not prove that the notary public does not have a valid notarial commission and neither does the absence of a file copy of the document with the archives effect evidence of the falsification of the document.[33] This Court ruled that the failure of the notary public to furnish a copy of the deed to the appropriate office is a ground for disciplining him, but certainly not for invalidating the document or for setting aside the transaction therein involved.[34]

Moreover, the heirs of the Locquiao spouses, including petitioner Romana, made reference in the deed of partition and the compromise agreement to the previous donations made by the spouses in favor of some of the heirs. As pointed out by the RTC,[35] respondent Benito was not allotted any share in the deed of partition precisely because he received his share by virtue of previous donations. His name was mentioned in the deed of partition only with respect to the middle portion of Lot No. 2638 which is the eleventh (11[th]) parcel in the deed but that is the same one-third (1/3) portion of Lot No. 2638 covered by O.C.T. No. 18259 included in the donation propter nuptias. Similarly, Marciano Locquiao and the heirs of Lucio Locquiao were not allocated any more share in the deed of partition since they received theirs by virtue of prior donations or conveyances.

The pertinent provisions of the deed of partition read:

...

That the heirs of Lucio Locquiao are not included in this Partition by reason of the fact that in the same manner as we, BENITO and MARCIANO LOCQUIAO are concerned, we have already received our shares in the estate of our parents by virtue of previous donations and conveyances, and that we hereby confirm said dispositions, waiving our rights to whomsoever will these properties will now be adjudicated;

...

That we, the Parties herein, do hereby waive and renounce as against each other any claim or claims that we may have against one or some of us, and that we recognize the rights of ownership of our co-heirs with respect to those parcels already distributed and adjudicated and that in the event that one of us is cultivating or in possession of any one of the parcels of land already adjudicated in favor of another heir or has been conveyed, donated or disposed of previously, in favor of another heir, we do hereby renounce and waive our right of possession in favor of the heir in whose favor the donation or conveyance was made previously.[36] (Emphasis supplied)

The exclusion of the subject property in the deed of partition dispels any doubt as to the authenticity of the earlier Inventario Ti Sagut.

This brings us to the admissibility of the Deed of Partition with Recognition of Rights, marked as Exhibit "2", and the Deed of Compromise Agreement, marked as Exhibit "3".

The petitioners fault the RTC for admitting in evidence the deed of partition and the compromise agreement on the pretext that the documents "were not properly submitted in evidence", pointing out that "when presented to respondent Tomasa Mara for identification, she simply stated that she knew about the documents but she did not actually identify them." [37]

The argument is not tenable. Firstly, objection to the documentary evidence must be made at the time it is formally offered.[38] Since the petitioners did not even bother to object to the documents at the time they were offered in evidence,[39] it is now too late in the day for them to question their admissibility. Secondly, the documents were identified during the Pre-Trial, marked as Exhibits "2" and "3" and testified on by respondent Tomasa.[40] Thirdly, the questioned deeds, being public documents as they were duly notarized, are admissible in evidence without further proof of their due execution and are conclusive as to the truthfulness of their contents, in the absence of clear and convincing evidence to the contrary.[41] A public document executed and attested through the intervention of the notary public is evidence of the facts therein expressed in clear, unequivocal manner.[42]

Concerning the issue of form, petitioners insist that based on a provision[43] of the Civil Code of Spain (Old Civil Code), the acceptance by the donees should be made in a public instrument. This argument was rejected by the RTC and the appellate court on the theory that the implied acceptance of the donation had flowed from the celebration of the marriage between the respondents, followed by the registration of the fact of marriage at the back of OCT No. 18383.

The petitioners, the appellate court and the trial court all erred in applying the requirements on ordinary donations to the present case instead of the rules on donation propter nuptias. Underlying the blunder is their failure to take into account the fundamental dichotomy between the two kinds of donations.

Unlike ordinary donations, donations propter nuptias or donations by reason of marriage are those "made before its celebration, in consideration of the same and in favor of one or both of the future spouses." [44] The distinction is crucial because the two classes of donations are not governed by exactly the same rules, especially as regards the formal essential requisites.

Under the Old Civil Code, donations propter nuptias must be made in a public instrument in which the property donated must be specifically described.[45] However, Article 1330 of the same Code provides that "acceptance is not necessary to the validity of such gifts". In other words, the celebration of the marriage between the beneficiary couple, in tandem with compliance with the prescribed form, was enough to effectuate the donation propter nuptias under the Old Civil Code.

Under the New Civil Code, the rules are different. Article 127 thereof provides that the form of donations propter nuptias are regulated by the Statute of Frauds. Article 1403, paragraph 2, which contains the Statute of Frauds requires that the contracts mentioned thereunder need be in writing only to be enforceable. However, as provided in Article 129, express acceptance "is not necessary for the validity of these donations." Thus, implied acceptance is sufficient.

The pivotal question, therefore, is which formal requirements should be applied with respect to the donation propter nuptias at hand. Those under the Old Civil Code or the New Civil Code?

It is settled that only laws existing at the time of the execution of a contract are applicable thereto and not later statutes, unless the latter are specifically intended to have retroactive effect.[46] Consequently, it is the Old Civil Code which applies in this case since the donation propter nuptias was executed in 1944 and the New Civil Code took effect only on August 30, 1950.[47] The fact that in 1944 the Philippines was still under Japanese occupation is of no consequence. It is a well-known rule of the Law of Nations that municipal laws, as contra-distinguished from laws of political nature, are not abrogated by a change of sovereignty.[48] This Court specifically held that during the Japanese occupation period, the Old Civil Code was in force.[49] As a consequence, applying Article 1330 of the Old Civil Code in the determination of the validity of the questioned donation, it does not matter whether or not the donees had accepted the donation. The validity of the donation is unaffected in either case.

Even the petitioners agree that the Old Civil Code should be applied. However, they invoked the wrong provisions[50] thereof.

Even if the provisions of the New Civil Code were to be applied, the case of the petitioners would collapse just the same. As earlier shown, even implied acceptance of a donation propter nuptias suffices under the New Civil Code.[51]

With the genuineness of the donation propter nuptias and compliance with the applicable mandatory form requirements fully established, petitioners' hypothesis that their action is imprescriptible cannot take off.

Viewing petitioners' action for reconveyance from whatever feasible legal angle, it is definitely barred by prescription. Petitioners' right to file an action for the reconveyance of the land accrued in 1944, when the Inventario Ti Sagut was executed. It must be remembered that before the effectivity of the New Civil Code in 1950, the Old Code of Civil Procedure (Act No. 190) governed prescription.[52] Under the Old Code of Civil Procedure, an action for recovery of the title to, or possession of, real property, or an interest therein, can only be brought within ten years after the cause of such action accrues.[53] Thus, petitioners' action, which was filed on December 23, 1985, or more than forty (40) years from the execution of the deed of donation on May 22, 1944, was clearly time-barred.

Even following petitioners' theory that the prescriptive period should commence from the time of discovery of the alleged fraud, the conclusion would still be the same. As early as May 15, 1970, when the deed of donation was registered and the transfer certificate of title was issued, petitioners were considered to have constructive knowledge of the alleged fraud, following the jurisprudential rule that registration of a deed in the public real estate registry is constructive notice to the whole world of its contents, as well as all interests, legal and equitable,

included therein.[54] As it is now settled that the prescriptive period for the reconveyance of property allegedly registered through fraud is ten (10) years, reckoned from the date of the issuance of the certificate of title,[55] the action filed on December 23, 1985 has clearly prescribed.

In any event, independent of prescription, petitioners' action is dismissible on the ground of laches. The elements of laches are present in this case, viz:

- (1) conduct on the part of the defendant, or one under whom he claims, giving rise to the situation that led to the complaint and for which the complainant seeks a remedy;
- (2) delay in asserting the complainant's rights, having had knowledge or notice of defendant's conduct and having been afforded an opportunity to institute a suit;
- (3) lack of knowledge or notice on the part of the defendant that the complainant would assert the right on which he bases his suit, and
- (4) injury or prejudice to the defendant in the event relief is accorded to the complainant, or the suit is not held barred.[56]

Of the facts which support the finding of laches, stress should be made of the following: (a) the petitioners Romana unquestionably gained actual knowledge of the donation propter nuptias when the deed of partition was executed in 1973 and the information must have surfaced again when the compromise agreement was forged in 1976, and; (b) as petitioner Romana was a party-signatory to the two documents, she definitely had the opportunity to question the donation propter nuptias on both occasions, and she should have done so if she were of the mindset, given the fact that she was still in possession of the land in dispute at the time. But she did not make any move. She tarried for eleven (11) more years from the execution of the deed of partition until she, together with petitioner Constancia, filed the annulment case in 1985.

Anent the ejectment case, we find the issues raised by the petitioners to be factual and, therefore, beyond this Court's power of review. Not being a trier of facts, the Court is not tasked to go over the proofs presented by the parties and analyze, assess, and weigh them to ascertain if the trial court and the appellate court were correct in according them superior credit in this or that piece of evidence of one party or the other.[57] In any event, implicit in the affirmance of the Court of Appeals is the existence of substantial evidence supporting the decisions of the courts below.

WHEREFORE, finding no reversible error in the assailed decision, the same is hereby AFFIRMED.

Costs against petitioners.

SO ORDERED.

Bellosillo, (Chairman), Quisumbing, and Callejo, Sr., JJ., concur.
Austria-Martinez, J., no part. Concurred in CA decision.

[1] Otherwise referred to as the Civil Code of Spain of 1889.

[2] Act No. 190.

[3] Rollo, pp. 45-58.

[4] Id., at p. 59.

[5] Associate Justice Conrado M. Vasquez, Jr., ponente, with former Associate Justice Jaime M. Lantin, (ret.), and

then Associate Justice Maria Alicia Austria-Martinez (now Supreme Court Associate Justice), concurring.

[6] CA-G.R. No. CV-21311.

[7] CA-G.R. No. SP-16789.

[8] Annex "A", Record, p. 7.

[9] Exhibit "C", Record, p. 9, translated in English as Inventory of Donation, Record, p. 10.

[10] Exhibit "7-B", Annotation at the back of OCT 18383, *supra*; Vide RTC Decision in Civil Case No. U-4348, Record, p. 253.

[11] TSN, October 2, 1986, pp. 11, 13.

[12] TSN, April 7, 1987, p. 21.

[13] TSN, October 2, 1986, pp. 19, 22.

[14] Exhibit "7-A," Annotation at the back of OCT 18383, *supra*.

[15] Exhibit "B," Record, p. 208.

[16] Exhibit "2," Record, p. 170-173.

[17] *Ibid.*, pp. 3-4.

[18] Exhibit "3," Record, pp. 174-175.

[19] *Ibid.*

[20] Agrarian Case No. 1406, Vide Decision dated January 30, 1989, *supra*; TSN, April 7, 1987, pp. 13-14.

[21] *Ibid.*

[22] Vide Complaint in Civil Case No. U-4338, Record, p. 3.

[23] *Ibid.*

[24] Record, pp. 1-3.

[25] On October 1, 1987, Benito Locquiao died. The court ordered for the substitution of Jimmy Locquiao, the adopted son Benito Locquiao, as party-defendant. Vide Order dated March 23, 1988, Record, p. 215.

[26] Order dated September 29, 1986, cited in the RTC decision dated January 31, 1989, Records, pp. 102-103.

[27] *Supra*, item 4.

[28] Decision dated January 31, 1989, *supra*.

[29] Rollo, pp. 104-118.

[30] *Id.*, at p. 59.

[31] Vide Certification dated August 11, 1983 at the bottom of Exhibit "8," Record, p. 9.

[32] Exhibit "W," Record, p. 210.

[33] Decision, p. 8, Rollo, p. 52.

- [34] *Spouses Santiago v. Court of Appeals*, 317 Phil. 400 (1995).
- [35] Decision, p. 3, *supra*.
- [36] Exhibit 2, *supra*, pp. 3-4.
- [37] Petition, p. 31, citing TSN, April 7, 1987, pp. 12-13.
- [38] Section 36, Rule 132, Revised Rules of Court.
- [39] Order dated May 22, 1987, Record, p. 192.
- [40] TSN, April 7, 1987, Folder of TSN, p. 107.
- [41] *Gerales v. Court of Appeals*, G.R. No. 85909, 9 February 1993, 218 SCRA 638, 648, citing *Baranda v. Baranda*, 150 SCRA 59 (1987).
- [42] *Ibid.*, citing *Collantes v. Capuno*, 123 SCRA 652 (1983).
- [43] Article 633 of the Old Civil Code provides that the acceptance in an ordinary donation must appear in a public instrument. This requirement is the same under Article 749 of the New Civil Code.
- [44] Article 126, New Civil Code. The definition was retained in Article 82 of the Family Code. Article 1327 of the Old Civil Code similarly defines donations by reason of marriage as "those bestowed before its celebration in consideration of the same, upon one or both of the spouses."
- [45] Article 1328 of the Old Civil Code provides that donations *propter nuptias* are governed by the rules on ordinary donations (Title II, Book III of the Code) "insofar as they are not modified by the following articles." Article 633 of the same Code, which is under Title II, Book III, provides that ordinary donations must be made in a public instrument in which the property donated must be specifically described. It is also settled that a donation of real estate *propter nuptias* is void unless made by public instrument. *Solis v. Barroso*, 53 Phil. 912 (1928); *Camagay v. Lagera*, 7 Phil. 397 (1907); *Velasquez v. Biala*, 18 Phil. 231 (1911).
- [46] *Philippine Virginia Tobacco Administration v. Gonzalez*, G.R. No. 34628, 30 July 1979, 92 SCRA 172 (1979), cited in *Ortigas Co. Ltd. v. Court of Appeals*, G.R. No. 126102, 346 SCRA 748.
- [47] *Ilejay v. Ilejay, et. al.*, (S.C.) 49 O.G. 4903; *Casabar v. Sino Cruz, et. al.*, 96 Phil. 970 (1954), cited in I A. Tolentino, *Civil Code of the Philippines Commentaries and Jurisprudence* 18 (1990 ed.)
- [48] *Co Kim Cham v. Valdez Tan Keh and Dizon*, 75 Phil. 371 (1945).
- [49] *Ebero v. Canizares* 79 Phil. 152 (1947).
- [50] The petitioners argued that the deed of donation did not comply with the requirements of Article 633 of the Old Civil Code. Petition, p. 28, Record, p. 29.
- [51] Article 129, New Civil Code, *supra*.
- [52] *Amerol et.al. v. Molok Bagumbaran*, G.R. No. L-33261, 30 September 1987, 154 SCRA 396.
- [53] Section 40, Act 190.
- [54] *Garcia v. Court of Appeals*, 22 January 1980, G.R. Nos. L-48971 & 49011, 95 SCRA 380 (1980), citing *Prieto v. Saleeby*, 31 Phil. 590.
- [55] *Caro v. Court of Appeals*, 180 SCRA 402.

[56] Metropolitan Waterworks and Sewerage System (MWSS) v. Court of Appeals, 7 October 1998, G.R. No. 126000, 297 SCRA 287, 306 (1998).

[57] Chan Sui Bi v. Court of Appeals, 29 September 2000, G.R. No. 129507, 341 SCRA 364, 372 (2000).

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