LEON REQUIRON, PETITIONER, VS. PATRICIA, ERNESTO AND ROSALINA, ALL SURNAMED SINABAN; CONRADO, GERTRUDES, ELARIA, FEDELINA, FLORDELIZA AND EMETERIO, ALL SURNAMED JAVELLO; ALFREDO...

G.R. No. 138280. March 10, 2003

Ponente: PUNO, C.J.

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PUNO, C.J.:

At issue in this Petition for Review on Certiorari[1] is the validity of a public auction sale of a parcel of land measuring fifty-six thousand six hundred seventy-two (56,672) square meters known as Lot No. 915 and located at Barangay Rizal, Sagay Cadastre, Sagay, Negros Occidental.[2] The factual antecedents are as follows:

Lot No. 915 was originally co-owned by Catalino, Mariano, Cristina, Abundia, Segunda and Castor,[3] all surnamed Javello.[4] Cristina and Castor died without issue and by virtue of intestate succession, their rights and interests in the property were inherited by their surviving brothers and sisters, namely: Catalino, Mariano, Abundia, and Segunda.[5] At the start of the legal dispute, all co-owners have already died. Mariano died in 1942 and was survived by plaintiffs-respondents Gertrudez, Elaria, Fedelina, Flordeliza and Emeterio, all surnamed Javello. Segunda died in 1945 and was survived by plaintiffs-respondents Alfredo, Miguel, Ofemia, Ambrosio, Natividad and Honchita, all surnamed Nicolas. Catalino died in 1957 and was survived by plaintiffs-respondents Juanito Javello and Conrado Javello. Juanito later died in 1971 without issue. Meanwhile, Abundia died in 1970 and was survived by plaintiffs-respondents Patricia, Rosalina, and Ernesto, all surnamed Sinaban.[6]

Since 1950, defendants-respondents have been in possession of Lot No. 915 and executed acts of ownership over the property. They mortgaged the property to Alfredo Marañon from 1952 to 1957,[7] leased the same to Napoleon Sandoval from 1966-1971,[8] and then to Anita Sandoval from 1971-1975.[9] They also paid the land taxes.[10]

On May 29, 1972, plaintiffs-respondents filed a Complaint[11] to recover ownership and possession of Lot No. 915. The Complaint was docketed as Civil Case No. 946 and was raffled to the former Court of First Instance (CFI), now Regional Trial Court of San Carlos City, Branch VII, presided by Hon. Judge Jose L. Coscolluela.

Plaintiffs-respondents claimed that in 1952, their predecessors-in-interest leased the property to Teofilo Asuelo, defendants-respondents' predecessor-in-interest, for a period of fifteen (15) years.[12] After the alleged verbal lease expired in 1967, plaintiffs-respondents tried to recover the property but the defendants-respondents refused. The latter averred that on September 26, 1950, the late Catalino Javello sold his share of the property to Teofilo Asuelo and executed a Deed of Absolute Sale.[13] On March 24, 1951, Abundia Javello, Castor Javello and the other heirs sold their shares of the property to Teofilo Asuelo as evidenced by a document denominated as Declaration of Legal Heirs and Deed of Absolute Sale.[14] Following Catalino's demise, the late Abundia Javello and herein plaintiffs-respondents Juanito, Diosdado, Gertrudes, Hilaria, Adelina, Emetrio and Felisa, all surnamed Javello, and Natividad, Miguel and Ofelia, all surnamed Nicolas, confirmed the conveyances through a document

denominated as Declaration of Heirship and Confirmation of Sale.[15]

Plaintiffs-respondents questioned the authenticity of the Deed of Absolute Sale executed by Catalino Javello in favor of Teofilo Asuelo. They claimed that the late Catalino Javello was illiterate and hence, could not have signed the instrument.[16] Plaintiffs-respondents also disputed the authenticity of the Declaration of Heirship and Confirmation of Sale, alleging that the signatures and thumbmarks appearing therein were forged.[17] They also noted the discrepancies in the entries on the document; while the Certified National Archives copy of the document revealed that the Declaration of Heirship and Confirmation of Sale was supposed to have been notarized on August 8, 1965, the residence certificates of the persons mentioned therein were dated 1966.[18] Thus, petitioners-respondents prayed that said documents be declared void, and that they be returned to their possession of Lot No. 915. They also prayed for the return of the amount of P48,000.00 representing the net produce of the land from 1968 up to the institution of the case, the amount of P5,000.00 as actual damages, P5,000.00 as moral damages, and other relief and remedies available.[19]

Defendants-respondents belied the claims of the plaintiffs-respondents. They presented the Dactyloscopic Reports of the Bacolod Police Department[20] and the National Bureau of Investigation[21] attesting to the genuineness of Emeterio Javello's thumbmark in the Declaration of Heirship and Confirmation of Sale. They also presented a Sworn Declaration[22] signed by Catalino Javello, in connection with his free patent application, to disprove his alleged illiteracy. Atty. Tereso Canoy, the notary public who acknowledged all the questioned documents, testified as to the authenticity of the signatures of the plaintiffs-respondents.[23] He also explained that the alleged discrepancy in the Declaration of Heirship and Confirmation of Sale was a mere "clerical error."

During the pendency of Civil Case No. 946 in the former CFI of San Carlos, both parties failed to pay the assessed real property taxes on Lot No. 915 totaling P1,317.98. Consequently, the Municipal Treasurer of Sagay, Negros Occidental offered the property for public auction. The notice of sale, dated October 15, 1973, indicated that the auction was to be conducted on December 14, 1973 from 10:00 am - 12:00 noon.[24]

Upon learning of the scheduled public auction, Mrs. Cecilia Asuelo Ferraro, one of the defendants-respondents, went to the office of Mr. Eduardo Mahilum, then the municipal treasurer of Sagay, and offered a partial payment for the taxes due on Lot No. 915. Mr. Mahilum suggested to Mrs. Ferraro to make the payment to the provincial treasurer. The latter went to the provincial treasurer's office as suggested and tendered the amount of P359.82 as partial payment for the tax delinquency on her property.[25] As a result, the provincial treasurer of Negros Occidental, on December 12, 1973, sent a POLCOM Radio message to Mr. Mahilum, suspending the scheduled public auction sale of Lot No. 915, viz:

> MESSAGE VIA POLCOM RADIO
>
> December 12, 1973
>
> MUNICIPAL TREASURER
> SAGAY
>
> MRS. CECILIA A. FERRARO MADE PARTIAL PAYMENT OF P359.82 FOR LAND TAXES LOT 915 AND PROMISED TO PAY SUBSTANTIALLY NEXT WEEK STOP MEANTIME SUSPEND SALE AT PUBLIC AUCTION OF SAID LOT END.
>
> Sent by:
>
> (SGD.) TIRSO T. SANTILLAN
> Provincial Treasurer[26]

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On that same day, December 12, 1973, petitioner went to the office of Mr. Mahilum, and expressed his intention to participate in the public bidding.[27] He tendered the amount of P1,531.17 covering the unpaid real property taxes on Lot No. 915 and other costs.[28] The municipal treasurer accepted the petitioner's payment but refused to give receipt since the auction was yet to be conducted in two days.[29] Mr. Mahilum denied that he received the POLCOM message suspending the public auction.[30]

On December 14, 1973, the announced date of the auction, no one made a bid on the property.[31] On April 1, 1974, plaintiffs-respondents sold the property to the petitioner.[32] On March 21, 1975, the municipal treasurer issued a Certificate of Repurchase of Real Property After Sale to the petitioner in behalf of Catalino Javello.[33] On February 27, 1976, petitioner filed a Complaint-in-Intervention[34] in Civil Case No. 946 claiming that he bought the property in the public auction. Petitioner argued that he obtained superior right of ownership over the disputed property as neither of the parties endeavored to repurchase the property within the reglementary period. He prayed that he be declared the rightful owner of Lot No. 915, and be given the possession of the property to the exclusion of the plaintiffs-respondents and defendants-respondents. In addition, he asked the court to order defendants-respondents to pay the sum of P15,000.00 a year from December 14, 1973 up to the time when the property is given, and the sum of P3,000.00 as attorney's fees.[35]

On May 4, 1976, defendants-respondents filed their Opposition to the Complaint-in-Intervention,[36] claiming that herein petitioner has no legal right or interest in the property. They argued that the petitioner could not have validly purchased the property since he tendered payment two days earlier than the scheduled auction sale. Defendants-respondents contended that even assuming the validity of the sale, petitioner's right was merely inchoate since the Final Bill of Sale has yet to be issued by the provincial treasurer. More, defendants-respondents argued that the petitioner was merely holding the property in behalf of Catalino Javello as stated in the Certificate of Repurchase After Sale.

On May 11, 1976, Judge Coscolluela issued an Order[37] admitting petitioner's Complaint-in-Intervention. Thereupon, the parties presented their respective evidence.

Hearing on the case was held in abeyance on October 29, 1982 due to the reorganization of the judiciary under Executive Order No. 864 and B.P. Blg. 129. The case was subsequently transferred to the RTC, Branch 60 of Cadiz City, Negros Occidental, presided by Judge Adelino H. Ledesma.

While hearing on Civil Case No. 946 was on hold, the Land Registration Commission issued on January 5, 1983, the decree of Lot No. 915 Sagay Cadastre in favor of the plaintiffs-respondents.[38] Subsequently on February 17, 1983, the Register of Deeds of Negros Occidental issued OCT No. N-1006, covering Lot No. 915, in the name of the plaintiffs-respondents.[39] On that same day, counsel for plaintiffs-respondents filed an unverified ex-parte Motion for Confirmation of Sale of Lot No. 915 in favor of the petitioner with the RTC Branch 60 presided by Judge Ledesma.[40] The Motion was approved by Judge Ledesma on February 28, 1983.[41] On March 1, 1983, the Register of Deeds of Negros Occidental cancelled OCT No. N-1006 covering Lot No. 915 Sagay Cadastre issued in the name of the plaintiffs-respondents and issued TCT No. T-125258 in the name of the petitioner.[42] On April 20, 1983, the petitioner mortgaged the property to the Philippine National Bank for the sum of P129,900.00.[43] Defendants-respondents claimed that in all these instances, they were not given notice and consequently, were not able to defend their rights over the property.[44]

Hearing on Civil Case No. 946 resumed on July 11, 1984. On September 12, 1986, Judge Abelino H. Ledesma rendered a Decision[45] sustaining the petitioner's Complaint-in-Intervention as an alleged buyer in the public auction sale of December 14, 1973. The lower court, however, did not resolve the respective claims of plaintiffs-respondents and defendants-respondents. Pertinent portion of the Decision reads:

> The Court, after going over the evidence of all the parties herein, finds that the weight of the evidence tends to show that the intervenor has acquired a superior right over the property in question after it had purchased the lot in question in an auction sale conducted in (sic) December 14, 1973 at Sagay, Negros Occidental, by paying the tax delinquency (Exhs. "2" and "2-A", Intervenor); and a "Certificate of Repurchase After Sale" had been issued he declared the property in his name (Exh. "4", Intervenor) and thereafter paid the land taxes for 1975 to 1984 (Exhs. "5" to "5-k", inclusive, Intervenor).
>
> Indeed, the plaintiffs and the defendants, lost whatever rights they have on the property in question after the same was sold in the auction sale, and the lot in question was awarded to the Intervenor herein.
>
> WHEREFORE, in view of the foregoing, judgment is hereby rendered in favor of the Intervenor and against the plaintiffs and the defendants:
>
> (1) Dismissing the plaintiffs' complaint;
> (2) Declaring the Intervenor as the legal and the lawful owner of Lot 915, of Sagay Cadastre;
> (3) Ordering all the defendants to vacate the premises of Lot 915 of Sagay Cadastre and deliver the possession thereof to the Intervenor Leon Requiron;
> (4) Ordering the defendant to jointly pay the Intervenor P2,000.00 as attorney's fees; and
> (5) Ordering the defendant to pay the costs.
>
> SO ORDERED.[46]

The defendants-respondents appealed the lower court's Decision and raised the following issues to the Court of Appeals: (1) whether a public auction sale was conducted on December 14, 1973, (2) assuming that a public auction was conducted, whether said auction sale was valid, (3) whether Leon Requiron bought the property in question for himself or in representation of the heirs of the late Catalino Javello, and (4) whether the document denominated as Declaration of Heirship and Confirmation of Sale dated August 8, 1966 is fictitious.[47] Plaintiffs-respondents did not file an appeal.

On April 3, 1998, the Court of Appeals issued a Decision nullifying the auction sale of Lot 915 and declaring defendants-respondents as lawful owners of the property, viz:

> WHEREFORE, the appealed decision is hereby REVERSED and another one entered:
>
> - Declaring the auction sale in favor of intervenor-appellee Leon Requiron as null and void.
>
> - Declaring defendants-appellants Leoncio Asuelo, et al., as lawful owners of Lot 915 of Sagay Cadastre, Negros Occidental.
>
> - Ordering the cancellation of TCT No. T-125258 issued to intervenor-appellee Leon Requiron in favor of defendants-appellants, subject to payment of registration fees.
>
> - Ordering defendants-appellants to reimburse intervenor-appellee the amount he paid for taxes on the lot, with 6% legal interest from date of filing of the complaint-in-intervention.
>
> SO ORDERED.[48]

Petitioner now comes to this Court via a petition for review on certiorari raising, as the lone issue, the validity of the public auction sale covering Lot No. 915.[49] He insists that the auction sale of Lot No. 915 on December 14, 1973 was regularly and validly conducted.[50] He claims that the payment he tendered on December 12, 1973 constitutes an advanced bid for the property scheduled for public auction on December 14, 1973. Since there was no other bidder on the property on the date of the public auction, petitioner submits that he was the winning bidder.

Petitioner questions the finding of the Court of Appeals that the public auction was done "in defiance of the POLCOM Radio Message sent by Assistant Provincial Treasurer Tirso Santillan ordering the suspension of the auction sale" considering that Mr. Mahilum categorically denied receipt of such message, and that the existence of the alleged message has not been proven. Petitioner, thus, prays that this Court reinstitute the lower court's decision declaring him as the rightful owner of Lot No. 915.

The petition is without merit.

Petitioner's involvement in the dispute between plaintiffs-respondents and defendants-respondents rests on his claim that he bought Lot No. 915 at a public auction sale conducted on December 14, 1973. It is incumbent upon the petitioner to prove the regularity of all proceedings leading to the sale. He cannot rely on the presumption of regularity accorded to ordinary administrative proceedings. The presumption of regularity does not apply to administrative proceedings resulting in the deprivation of a citizen or a taxpayer of his property.[51]

We hold that petitioner failed to discharge his burden. The law applicable at the time of the alleged public auction sale is Commonwealth Act No. 470,[52] otherwise known as the "Assessment Law." Pres. Decree No. 464, also known as "The Real Property Tax Code" applied by the Court of Appeals took effect on June 1, 1974, some six months after the alleged sale. Nevertheless, no substantial variance exists between the aforementioned laws concerning the required procedure in the conduct of public auction sale involving real properties with tax delinquencies.

Commonwealth Act No. 470 empowers the provincial treasurer or his deputy to sell, at a public auction, real properties with tax delinquencies after posting an advertisement announcing the sale.[53] However, the taxpayer may stay the scheduled public auction upon tendering payment of the tax delinquency before the date of auction. In case the property owner does not pay the tax delinquency, the public auction will push through as scheduled, and the property will be awarded to the highest bidder. The provincial treasurer or his deputy is duty-bound to accomplish a report of the sale and furnish the provincial board a copy of the report within five days after the sale. Additionally, the provincial treasurer or his deputy has to give the purchaser a certificate evidencing the sale.[54] However, in case there is no bidder at the public auction of the delinquent real property or if the highest bid for the amount is not sufficient to pay the taxes, penalties and costs, the provincial treasurer may, in his discretion, buy the delinquent real property in the name of the province. In this case, he has to make a report of the sale to the provincial board and furnish the property owner a copy of the sale certificate.[55]

Within one year from the date of sale, the delinquent taxpayer or his assign may repurchase the property sold by paying to the provincial treasurer or his deputy the total amount of taxes, penalties and interests. [56] In the event that the delinquent taxpayer does not repurchase the property within the one-year redemption period, the purchaser at the auction shall be given a Final Bill of Sale.[57]

In the case at bar, the required documents that would prove the claims of the petitioner were not presented as evidence. There was no Report of Sale to evidence the fact that a public auction was held on December 14, 1973. The petitioner did not have a Certificate of Sale to attest the fact that he was the winning bidder in that public auction. Petitioner also did not possess a Final Bill of Sale to prove that he has acquired a clean title to the property sold at the public auction.

To substantiate his averments, petitioner offered the testimony of Mr. Mahilum, as follows:

> Q:
>
> (ATTY. VILLAMOR ON DIRECT EXAMINATION)
>
> Mr. Mahilum, when Mr. Requiron came to you on December 12, 1973 in connection with the public auction

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for December 14, 1973 what did you tell him, if any?

A:

(MR. MAHILUM)

I told him there is an amount as computed will be for the total taxes of the lot.

Q:

After telling him the amount of taxes for the lot that he was referring to, did he make any payment for the said amount?

A:

Yes, sir.

Q:

Did you execute a receipt for the amount paid by him on December 12, 1973?

A:

Yes, sir, but I told Mr. Requiron that I have to give the receipt to him on December 14, 1973.

Q:

Why should you give the receipt to Mr. Requiron on December 14, 1973?

A:

Because the public auction sale was to be on that date.

Q:

Did Mr. Requiron on December 12, 1973 pay you the amount on the property that he intends to buy on December 14, 1973?

A:

Yes, sir.

Q:

(ATTY. GUERRERO ON CROSS EXAMINATION)

...

You said a while ago that on December 14, 1973 the date of the public auction there was no other bidder, is that correct?

A:

Yes, sir there was none.

Q:

Mr. Mahilum, let us assume that there was no other bidder what would happen to those receipts issued by you but not yet released to Mr. Leon Requiron?

A:

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> If your Honor will give me leeway to explain, I told Mr. Requiron that I will release his receipts on the 14th of December, 1973. I also told him that if there is anybody who will bid even P.05 more th(e)n what he paid will be returned to him and the one who pay more will be accredited as the buyer. It will be refunded to him.
>
> ...
>
> Q:
>
> (ATTY. GUERRERO)
>
> Will you please inform the Court if you have received a message from the Provincial Treasurer in Bacolod City dated December 12, 1973 addressed to you as Municipal Treasurer for you to suspend the said sale?
>
> A:
>
> (MR. MAHILUM) I did (sic) not.
>
> ...
>
> Q:
>
> (ATTY. GUERRERO)
>
> Can you recall having received a POLCOM message dated December 12, 1973 sent to you by the Provincial Treasurer Mr. Santillan previously marked Exhibit '17'?
>
> ATTY. VILLAMOR:
>
> The answer is very clear your Honor. The witness said he did not receive any message from the Provincial Treasurer. No showing that it was ever received.
>
> COURT:
>
> The trend now of the cross examination is to recall the memory of the witness by presenting the copy of the POLCOM message.
>
> ATTY. VILLAMOR:
>
> Your Honor, the witness has already answered that he did not receive.
>
> COURT:
>
> Alright let the witness answer.
>
> A:
>
> (WITNESS PERUSING RECORDS). I have not received this.[58]

Mr. Mahilum's testimony was offered to prove the following claims of the petitioner: (1) that he tendered payment to cover the amount of tax delinquency on December 12, 1973, (2) that Mr. Mahilum accepted such payment as a bid, with a proviso that the receipt would be given on December 14, 1973, (3) that Mr. Mahilum did not receive the POLCOM message suspending the auction sale, (4) that the public auction pushed through as scheduled, and (4) that there was no other bidder during the public auction.

On this score, we have the following observations: First, we do not agree that petitioner's payment on December 12, 1973 constituted a valid bid for the scheduled public auction sale on December 14, 1973. To constitute a valid bid, it should be made within the period provided, in this case, from 10:00 am to 12:00 noon of December 14, 1973. The reason is simple. Before the scheduled period for public auction, the property is not yet for sale. The

property owner still has the option to pay the taxes and stay the public auction sale. The municipal treasurer could not validly accept payment for a property which he could not validly sell.

Second, pursuant to section 36 of Commonwealth Act No. 470, it is the payment of the tax delinquency which suspends the conduct of a scheduled public auction. Whether Mr. Mahilum received the POLCOM message or not is beside the point. It is uncontradicted that defendants-respondents made a partial payment; such payment was accepted by the provincial treasurer and made known to Mr. Mahilum. It may not be sufficient to cover all the taxes due on the property but it was in substantial compliance of the law.

Third, petitioner's assertion that he bought Lot No. 915 at the public auction is negated by his admission that he bought the property from the heirs of Catalino on April 1, 1974. It is obviously illogical, as it is unnecessary, to buy the same property again.

Fourth, the Certificate of Repurchase After Sale, which the petitioner presented to buttress his case, contradicts, rather than supports his claims. It also clouds the credibility of Mr. Mahilum who prepared the document.

To begin with, a Certificate of Repurchase After Sale is given to the delinquent taxpayer or his assign if he exercised his option to redeem the property sold either to the highest bidder in the public auction, or to the province, if there was no winning bidder. It is not synonymous to a Certificate of Sale, which is given to the winning bidder at the public auction or to the province if it decided to purchase the property when there was no other bidder or no satisfactory bid.

Examining closely the document, the Certificate of Repurchase After Sale suggests that the province of Negros Occidental purchased the property in a public auction held on December 14, 1973, and that Mr. Leon Requiron repurchased the property in behalf of Catalino Javello on March 21, 1975. The document further states that the cost of repurchase was paid on December 12, 1973. The body of the document, signed by Mr. Mahilum, reads as follows:

> I hereby certify that pursuant to the provisions of section 38 of Commonwealth Act No. 470, Mr. Leon Requiron, in behalf of Catalino Jovillo (sic) has today repurchased the real property declared under Tax No. Lot No. 915/ 1389 and 1892 which was sold to the Province of Negros Occidental for the amount of Basic Tax P820.54 and S.E.F P705.63 and P5.00 cost of sale or a total of P1,531.17, at the public auction held on December 14, 1973 at 10:00 – 12:00 by paying to this Office the total amount of taxes and penalties due up to the date of repurchase, the cost of the sale and the interest of twelve per centum (12%) per annum on the purchase price, receipt of which is hereby acknowledged as per Official Receipt No. Basic Tax- O.R. No. 0686754 G; S.E. Fund – O.R. No. 0686755; Cost of Sale, O.R. No. 9834533 H dated December 12, 1973. The amount of taxes and penalties due on this property, the costs of sale and the interest on the purchase price are: Basic Taxes-P743.80; Penalties- P76.54, Cost of Sale- P5.00 and SEF- P641.20, Penalties- P64.43, Total P1,531.17....[59]

There is no possible way to reconcile the contents of the Certificate of Repurchase After Sale with the petitioner's theory. Assuming that his payment constitutes a valid bid and that the scheduled public auction was actually held, Lot No. 915 should have been awarded to him since there was no other bidder on December 14, 1973. After all, his payment satisfies the tax due on the property, the penalties as well as the interests and costs of the auction. But according to the Certificate of Repurchase After Sale, it was the provincial government of Negros Occidental that purchased Lot No. 915 at the public auction. Ergo, assuming that the public auction did push through as scheduled, either the petitioner did not actually tender payment on December 12, 1973, or that the municipal treasurer did not accept such payment as a valid bid.

As an alternative interpretation, it could be that petitioner is the plaintiffs-respondents' assignee in repurchasing

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the property. After buying the property from the heirs of Catalino Javello on April 1, 1974, petitioner could have repurchased the same from the province on March 21, 1975 as suggested by the Certificate of Repurchase After Sale. The evidence at hand, however, cannot also sustain this alternative view. The Certificate of Repurchase After Sale suffers from some unexplained internal inconsistencies, and hence, its validity is also suspect. For instance, the document stated that petitioner repurchased Lot No. 915, in behalf of Catalino Javello, on March 21, 1975. If the province did in fact buy the property on December 14, 1973 as indicated, the petitioner's repurchase could not have been valid as it was done way beyond the one-year period of redemption provided by section 38 of Commonwealth Act No. 470. More, the document states that the petitioner paid the amount of repurchase in behalf of Catalino Javello on December 12, 1973, even before the province allegedly bought the property at the public auction. This is illogical. If petitioner was acting in behalf of Catalino Javello and paid the delinquent taxes on the property on December 12, 1973, Lot No. 915 should not have been offered for public auction in the first place. The provincial government has no way of buying the property, and petitioner has nothing to repurchase.

Taking into consideration the totality of the evidence presented, the petitioner not only failed to establish that he purchased Lot No. 915 at the public auction but likewise failed to prove that the public auction was conducted at all. We, thus, agree with the Court of Appeals that in all probability, the public auction was suspended, as it should have been, because of the partial payment tendered by Mrs. Ferraro. In which case, neither the provincial government nor the petitioner bought the property.

Proceeding now to the respective claims of the plaintiffs-respondents and defendants-respondents, we do not see any reason to disturb the findings of the Court of Appeals.

As correctly observed by the Court of Appeals, the weight of evidence does not support the plaintiffs-respondents' claim that their predecessors-in-interest merely leased Lot No. 915 to Teofilo Asuelo, defendants-respondents' predecessor-in-interest. There was no written agreement. Only the testimony of Conrado Javello, one of the plaintiffs-respondents, was offered to prove the existence of the alleged verbal lease agreement.

In contrast, defendants-respondents' entitlement to the property is evidenced by the following public instruments: (1) Deed of Absolute Sale executed by Catalino Javello in favor of Teofilo Asuelo dated September 26, 1950, (2) Declaration of Legal Heirs and Deed of Absolute Sale executed by Abundia Castro, Gertrudes Javello and heirs of Mariano Javello and Segunda Javello in favor of Teofilo Asuelo dated December 19, 1963, and (3) Declaration of Heirship and Confirmation of Sale executed by Abundia, Juanito, Diosdado, Gertrudes, Hilaria, Adelina, Emeterio, and Felisa, all surnamed Javello, Alfredo, Natividad, Miguel and Ofelia, all surnamed Nicolas, in favor of Teofilo Asuelo dated August 8, 1966.

Defendants-respondents were able to explain the alleged inconsistency in the Declaration of Heirship and Confirmation of Sale. In this wise, Atty. Canoy who prepared the document testified as follows:

> COURT:
>
> On Exhibit 5, at the bottom of page 3, the following appears: "In witness whereof, we hereunto have signed this instrument at Sagay, Negros Occidental, this 8th day of August 1966." The figure "8th" appears in ink, whereas the word "August" is superimposed in ink over the typewritten word "October" and the figure, last figure "6" is in ink; whereas in page 5, the following appears: "Doc. No. 65; Book No. 19; Page No. 14, Series of 1965." Now, how would you reconcile this apparent discrepancy that this document was allegedly executed before you on August 8, 1966 whereas on page 5, it appears that this document appears in your notarial book, series of 1965?
>
> WITNESS: (Canoy)

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> Now, Mr. Aguiles Jave who prepared this document prepared it in 1965 and because it was finally signed by all the signatories on August 8, 1966, then it was the date that was entered in my book. But for clerical error, some of the copies were not corrected by me. But other copies including my report to the clerk of court were duly corrected.
>
> COURT:
>
> But why does Exhibit 5 mention series of 1965 if this was executed before you on August 8, 1966?
>
> WITNESS:
>
> The ratification, sir, is 1966 because it was the date that the signatories have completed their signatures.
>
> COURT:
>
> But why did you mention Series of 1965?
>
> WITNESS:
>
> That is the clerical error not corrected.[60]

Furthermore, the genuineness of the signatures, as well as the thumbmarks, of the plaintiffs-defendants, was ably proven in the trial court. The Bacolod Police Department presented a Dactyloscopic Report[61] attesting to the genuineness of Emeterio Javello's thumbmark in the Declaration of Heirship and Confirmation of Sale. The National Bureau of Investigation affirmed this report.[62] It was also proven that Catalino Javello is not illiterate; he has previously signed a Sworn Declaration,[63] and such signature matched that of his signature in the Deed of Absolute Sale.

IN VIEW WHEREOF, the petition is DENIED and the Decision of the Court of Appeals in CA-G.R. CV 14524 is AFFIRMED. Cost against the petitioner.

SO ORDERED.

Panganiban, Sandoval-Gutierrez, and Carpio-Morales, JJ., concur.
Corona, J., on official leave.

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[1] Under Rule 45 of the Revised Rules of Court.

[2] Now covered by TCT No. T-125258 in the name of petitioner Leon Requiron.

[3] See Cadastral Court Decision dated March 27, 1929, Records, Vol. I, p. 72.

[4] Also referred to as Jovillo in some parts of the records.

[5] Records, Vol. I, p. 1.

[6] Id. at 2.

[7] Exhibit "8," Records, Vol. III, p. 10.

[8] Exhibit "13," id. at 15-16.

[9] Exhibit "14," id. at 17-19.

[10] Exhibits "16"– "16T," id. at 21-40.

[11] Records, Vol. I, pp. 1-6.

[12] Id. at 2.

[13] Exhibit “6,” Records, Vol. III, pp. 7-8.

[14] Exhibit “9,” id. at 11-12.

[15] Exhibit “5,” id. at 2-6.

[16] Records, Vol. I, p. 95.

[17] Id. at 3.

[18] Id. at 3-4.

[19] Id. at 5-6.

[20] Exhibit “4,” Dactyloscopic Report No. 32-74 dated February 8, 1974. Rodolfo Castillo, head of the Forensic Technology Branch, Criminalistics Division of the Bacolod Police Department explained the contents of the Report in his testimony dated July 11, 1974. See Records, Vol. II, pp. 56-72.

[21] Exhibit “28,” Dactyloscopic Report-FP Case No. 74-212 dated October 4, 1974, Records, Vol. I, p. 305.

[22] Exhibit “1,” Records, Vol. III, p. 1.

[23] TSN, Tereso Canoy, January 7, 1975, pp. 1-16; id., September 9, 1976, pp. 1-14.

[24] Exhibit “18,” id. at 365.

[25] TSN, Cecilia Asuelo Ferraro, September 18, 1980, p. 7. See Exhibit “16-H,” Records, Vol. III, p. 29.

[26] Exhibit “17,” Records, Vol. III, p. 41.

[27] Exhibits “27” – “27-A,” Records, Vol. I, pp. 366-367.

[28] TSN, Eduardo Mahilum, March 6, 1985, p. 28.

[29] Ibid.

[30] Id. at 35.

[31] Id. at 34.

[32] Records, Vol. III, p. 49.

[33] Exhibit “19,” Records, Vol. I, p. 368.

[34] Records, Vol. I, pp. 361-364.

[35] Id. at 363.

[36] Id. at 387-390.

[37] Records, Vol. I, p. 393.

[38] Records, Vol. II, p. 151.

[39] Id. at 151-152.

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[40] Id. at 153-154.

[41] Id. at 155.

[42] Id. at 159.

[43] CA Rollo, p. 101.

[44] Id. at 126.

[45] Records, Vol. II, pp. 225-234.

[46] Id. at 223-234.

[47] CA Rollo, p. 111.

[48] Rollo, pp. 30-40.

[49] Id., p. 9.

[50] Id., p. 14.

[51] Valencia v. Jimenez, 11 Phil. 492 (1908).

[52] Approved on June 16, 1939, Commonwealth Act No. 470 took effect on January 1, 1940.

[53] Section 35. Advertisement of Sale of real Property at Public Auction.- After the expiration of the year for which the tax is due, the provincial or city treasurer shall advertise the sale at public auction of the entire delinquent real property or so much thereof as may be necessary to satisfy all the taxes and penalties due and costs of sale. Such advertisement shall be made by posting a notice for three consecutive weeks in the main entrances of the provincial buildings and of all the municipal buildings in the province, and in public and conspicuous place in a barrio wherein the property is situated, in English, Spanish and the local dialect commonly used, and, in the discretion of the provincial or city treasurer, by publishing it once a week for three consecutive weeks in a newspaper of general circulation published in the province, if there is any. Copy of the notice shall forthwith be sent either by registered mail or by messenger, or through the barrio captain, to the delinquent taxpayer, at his residence if known to the said treasurer. The notice shall set forth the amount of the taxes and penalties due and the costs of sale, the date and place of sale, the name of taxpayers against whom the tax was assessed and the approximate area, the lot number and the location, stating the street, number, district, barrio, municipality, and the province where the property to be sold is situated.

[54] Section 36. Sale of Real Property. — At any time during or before the sale the taxpayers may stay all proceedings by paying the taxes and penalties due on the real property and the costs to the provincial or city treasurer or his deputy conducting the sale. If he does not do so, the sale shall proceed, which shall be held either at the main entrance of the municipal government building or on the site of the real property to be sold, as the provincial treasurer or his deputy may determine.

The provincial treasurer or his deputy shall make report of the sale to the provincial board within five days after the sale and shall make the same appear in his records. The purchaser at this sake shall receive from the provincial treasurer or his deputy a certificate setting forth the proceedings had at the sale, a description of the property sold, the name of the purchaser, the price of the sale, and the exact amount of the taxes, and penalties due, and the cost of sale.

[55] Section 37. Provincial treasurer may buy real property in behalf of province if no other bidder.- In case there is no bidder at the public auction of the delinquent real property or if the highest bid for the amount is not

sufficient to pay the taxes, penalties and costs, the provincial treasurer may, in his discretion, buy the delinquent real property in the name of the province. Should the provincial treasurer buy the real property in the name of the province, he shall forthwith issue to the provincial board a certificate to the effect that the real property has been sold to the province for the amount of the taxes, penalties and costs, and shall make within five days thereafter a return of his proceedings which shall be spread upon the records of his office. The owner of the delinquent real property shall be furnished with a copy of the sale certificate.

[56] Section 38. Repurchase of real property after sale.- Within the term of one year from the date of the sale, the delinquent taxpayer or any other person in his behalf shall have the right to repurchase the property sold by paying to the provincial treasurer or his deputy the total amount of taxes and penalties due up to the date of repurchase, the costs of sale and the interest, at the rate of twelve per centum per annum, on the purchase price, and such payment shall invalidate the sale certificate issued to the purchaser or to the provincial board and shall entitle the person making the sale to a certificate from the provincial treasurer or his deputy, stating that he had repurchased the property, and the provincial treasurer or his deputy, upon surrender by the purchaser of the certificate of sale previously issued to him, shall forthwith return to the latter the entire sum paid by him plus the interest at twelve per centum per annum herein provided for, and the said property shall thereafter be free from the lien of said taxes and penalties.

[57] Section 40. Issuance of final bill of sale.- In case the delinquent taxpayer does not repurchase the property sold as herein provided within the period of one year from the date of the sale, the provincial treasurer shall make an instrument in form and effect to convey to the purchaser the property purchased by him, or to the province as the case may be, free from any encumbrance whatsoever, and the said instrument shall succinctly set forth all proceedings upon which the validity of the sale depends. Any balance of the proceeds of the sale left after deducting the amount of taxes and penalties due, and the costs, shall be returned to the original owner or his representative.

[58] TSN, Mr. Mahilum, March 6, 1985, pp. 20-37.

[59] Exhibit “19,” Records, Vol. I, p. 368.

[60] TSN, Tereso Canoy, September 9, 1976, Records, Vol. I, p. 656.

[61] Supra note 20.

[62] Supra note 21.

[63] Supra note 22.

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