

EDGARDO D. DOLAR, PETITIONER, VS. BARANGAY LUBLUB (NOW P.D. MONFORT NORTH) OF THE MUNICIPALITY OF DUMANGAS, HEREIN REPRESENTED BY ITS PUNONG BARANGAY, PEPITO DUA, PHILIPPINE LON...

G.R. No. 152663. November 18, 2005

Ponente: GARCIA, J.

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GARCIA, J.:

Via this petition for review on certiorari under Rule 45 of the Rules of Court, petitioner Edgardo D. Dolar seeks the annulment and setting aside of the Orders dated January 3, 2002[1] and March 5, 2002[2] of the Regional Trial Court at Iloilo City, Branch 38, in its consolidated Civil Cases No. 98-033 and 00-140.

The facts:

Petitioner and Serafin Jaranilla were co-owners of a parcel of land with an area of 4.6 hectares, identified as Lot No. 1, Pcs-06-000744 (Lot No. 1, for brevity), situated in Brgy. Lublub, Municipality of Dumangas, Iloilo. Said property forms part of Lots No. 4181 and 4183 of the Dumangas Cadastre.

On September 16, 1981, petitioner and Jaranilla donated Lot No. 1 to respondent Barangay Lublub, subject to the following conditions:

A.) That the area donated shall be for the purpose of constructing building and/or establishing public plaza, sports complex, public market, health centers and the like for the use of the Barangay of Lublub ... which area shall be hereinafter be known as DON VENANCIO DOLAR PLAZA and shall be so designated in a proper landmark;

B.) That the construction and development of the area above-described shall be initiated and completed within five (5) years from the execution of this Deed of Donation and should the same be not made or completed then this Deed of Donation shall have no force and effect whatsoever and the ownership of the above-described property will revert back to the DONORS including all or any unfinished improvement the DONEE might have placed or constructed.

C.) That . . . should the use of the area be converted to uses other than herein stipulated, then this DEED OF DONATION shall be deemed revoked and the ownership shall revert back to the DONORS (Underscoring added)[3]

Then barangay captain Jose Militar accepted the donation in behalf of Brgy. Lublub.

Following the execution of the deed of donation, Brgy. Lublub immediately took possession of the donated property, which soon became the site of several government office buildings and recreational facilities. For what in hindsight is a typical case of complacency on the part of a government unit, respondent barangay did not have the donation registered under its name. On April 12, 1989, or almost eight (8) years from contract execution, petitioner was issued Transfer Certificate of Title (TCT) No. T-129837[4] by the Registry of Deeds of Iloilo

covering the donated area.

Sometime in June 1989, petitioner executed another deed^[5] donating to Brgy. Lublub, represented by its incumbent barangay captain, the very same area he and Serafin Jaranilla had earlier donated to the same donee. The second deed of donation contained exactly the same conditions expressly set forth in the first.

Barangay Lublub's peaceful possession of the donated area remained undisturbed until mother Lots No. 4181 and 4183 were included in the published list of tax delinquent properties for disposition. At the auction sale that followed, petitioner emerged as the highest bidder and was, accordingly, awarded the property.

On May 6, 1998, in the Regional Trial Court (RTC) at Iloilo City, petitioner filed against Brgy. Lublub a complaint for Quieting of Title and Recovery of Possession With Damages involving the 4.6-hectare area he had earlier donated. Basically, petitioner claimed that the donation in question had ceased to be effective, the donee barangay having failed to comply with the conditions of the donation. Impleaded as co-defendants of Brgy. Lublub were entities each occupying a portion of the donated property, such as the Philippine Long Distance Company (PLDT), the Dumangas Water District, Branch 86 of RTC-Iloilo and the Iloilo Provincial Police. Docketed in the trial court as Civil Case No. 98-033, the complaint alleged, inter alia, as follows:

- That ... defendant [barangay] failed to build or establish within the period therein stipulated, a public plaza, sports complex ... and like structures for the use of Barangay Lublub and neither had it designated in a proper landmark that the area donated is known as the 'Don Venancio Dolar Plaza'
- That ... defendant barangay allowed the use of the area donated to be converted to uses other than those provided in the donation documents when it allowed entities like defendants PLDT, Dumangas Water District, PNP Mobile Force, and Branch 68 of the RTC of Iloilo, to construct buildings and occupy portions of the lot in question . . .;
- That because of the failure of defendant barangay to declare the lot in question in its name for taxation purposes, the same was sold at public auction for non-payment of real property taxes
- That in the light of the terms and conditions in the Deeds of Donation and actuations of the defendant barangay in relation to the property donated; the donation . . . has automatically lost its force and effect whatsoever and the ownership of the property has reverted to the plaintiff or the donation has been deemed automatically revoked . . .;
- That the act of defendant barangay in allowing the construction of buildings by public and private entities on the donated property and holding offices therein has cast a doubt or cloud on the title of the plaintiff over the property in litigation
- That the plaintiff, as exclusive, absolute, and registered owner of the property in question is entitled to the possession of the same.^[6]

In its Answer With Counterclaim,^[7] Brgy. Lublub, after traversing the material allegations of the complaint, alleged the following as affirmative defenses:

- 3.2. The said donation was made and accepted on the same public instrument duly notarized by notary public Nicolas P. Sonalan xxx
- 3.3. The acceptance of donation was made by then Barangay Captain of Barangay Lublub Jose Militar with authority from the barangay council;
- 3.4. After the said deed of donation was executed in compliance with the conditions set forth in the deed of donation and within five (5) years from its execution thereof several structures/buildings were constructed thereon for the use and benefit of Brgy. Lublub, Dumangas, Iloilo.;

3.5. Later on . . . (PLDT) was invited to construct an office building on subject property for the benefit and use of the residents of Barangay Lublub, Dumangas, Iloilo;

3.6. Likewise for the use and benefit of the barangay residents an office building of Dumangas Water District was constructed . . .;

3.7. Likewise ... a PNP Mobile Force was put up on the said place and a PNP office, in line with this, was constructed . . .;

3.8. Likewise because of the desire of the barangay residents to make the subject property a plaza and a center place for their needs, Branch 68 of the RTC of Iloilo was established thereon. All these for the use and benefit of Barangay Lublub, now P.D. Monfort North, . . .

And, as grounds for its motion to dismiss embodied in the same answer, Brgy. Lublub raised the matter of lack of cause of action or prescription of the cause of action, if any, thus:

4.3

Plaintiff proceeded with his complaint . . . without first seeking the revocation of the deed of donation in a proper court . . . as provided for under Article 764 of the New Civil Code;

4.4

What plaintiff did was to unilaterally revoke the deed of donation ... and proceeded with the filing of this case with the assumption that the deed of donation was already validly revoked. xxx.

xxx xxx xx

4.6

It must be noted that the deed of donation was executed in September 16, 1981. Even if the donee . . . failed to comply with the conditions of the deed within 5 years or until 1986, plaintiff should have sought revocation of the donation within 4 years from 1986 or until 1990 only. xxx xxx;

4.7

The deed of donation having been executed in 1981 yet, the donee . . . took possession of the same in concept of an owner, with just title, adverse, open, peaceful and continuously up to the present. Hence, even if the donation is void or conditions were not complied with, the property is now owned by the donee, ... as it can be considered that it has been acquired by prescription.

On top of its Answer with Counterclaim, Brgy. Lublub, this time renamed and known as Brgy. P.D. Monfort North, filed with the same branch of the court a complaint for Cancellation of Title, Reconveyance/Issuance of Title, Declaration of Nullity of Notice of Delinquency in the Payment of Real Property Tax.[8] Named as defendants were petitioner and his wife, certain municipal officials of Dumangas and the Provincial Treasurer and Register of Deeds of Iloilo. In its complaint, docketed as Civil Case No. 00-140, the plaintiff barangay averred having conducted an investigation which led to the discovery that the spouses Dolar, colluding with some local officials, engineered the whole levy process which culminated in the auction sale of what is now a very valuable

donated property.

To Brgy. Lublub's complaint, petitioner interposed a Motion to Dismiss^[9] on grounds of forum shopping and litis pendentia, obviously on account of the pendency of Civil Case No. 98-033.

Eventually, the two (2) cases, Civil Cases No. 98-033 and 00-140, wherein the respective principal defendants have each interposed a motion to dismiss, were consolidated.

In the herein assailed Order dated January 3, 2002,^[10] the trial court, on the finding that petitioner's action was already barred by extinctive prescription under Article 764,^[11] in relation to Articles 733^[12] and 1144 (1)^[13] of the Civil Code, granted the Barangay's motion to dismiss in Civil Case No. 98-033 and denied petitioner's similar motion in Civil Case No. 00-140, to wit:

WHEREFORE, in view of all the foregoing, this Court resolved, as it hereby resolves, the pending incidents in these two cases, to wit:

- Defendant Barangay Lublub's built-in Motion to Dismiss/Affirmative Defenses raised in its Answer in Civil Case No. 98-033, being impressed with merit, is granted; consequently, said Civil Case No. 98-033 ... is hereby ordered dismissed;
- Defendants-spouses Edgardo D. Dolar's and Corazon Yap's Motion to Dismiss in Civil Case No. 00-140, being without merit, the same is hereby denied.

With this disposition, this Court shall proceed hearing Civil Case No. 00-140 entitled Barangay P.D. Monfort North, Dumangas Iloilo, etc. vs. Municipality of Dumangas, Iloilo, et al.

SO ORDERED.

Explains the trial court in its impugned Order of January 3, 2002:

Stress should be made that the Deed of Donation executed by Edgardo D. Dolar (plaintiff in Civil Case No. 98-033) in favor of Barangay Lublub xxx clearly imposes the following conditions:

xxx xxx xxx

Based on the foregoing conditions, . . . should the barangay donee fails (sic) to comply therewith, the donor had the right to bring action to revoke the donation (Art. 764, supra) within a period of ten (10) years after the 5-year period of non-compliance with the conditions in the deed of donation (Art. 733, supra, in relation to Art. 1144(1), supra). Since the deed of donation was executed on September 16, 1981, the 5-year period lapsed in 1986; consequently, the action to revoke should have been brought not later than 1996, however, it appears that Civil Case No. 98-033 was filed by plaintiff Dolar on May 6, 1998.

Obviously, since the petitory portion of his complaint in Civil Case No. 98-033 seeks for quieting of his title over the subject property and seeks judgment declaring him to be the absolute owner thereof, plaintiff Dolar also seeks the revocation of the subject deed of donation. xxx..

xxx. Accordingly, in the light of the foregoing jurisprudence, the action to revoke donation was to have been filed within ten (10) years from the time the action accrued, i.e., from the time of the non-compliance of the conditions

In yet another Order dated March 5, 2002,^[14] same court denied petitioner's motion for reconsideration.

Therefrom, petitioner directly comes to the Court on pure questions of law, submitting issues which may be formulated in the following wise:

- Whether or not his action is one for revocation of donation instead of for quieting of title; whether or not the action for quieting has prescribed.
- Whether or not the deed of donation in question is (a) valid for defective acceptance and/or (b) no longer effective by reason of the automatic reversion clause therein.
- Whether or not respondent barangay had acquired the property in question by acquisitive prescription.

The petition lacks merit.

It bears stressing that petitioner, at the outset, predicated his action to quiet title on the ground of ineffectiveness of the donation, albeit he would later add the matter of its invalidity. Indeed, the make or break issue to be resolved and to which all others must yield turns on the validity and/or continued efficacy of the subject donation. Valid and effective, the donation virtually forecloses any claim which petitioner may have over the donated property against the donee and other occupants thereof, and his action to quiet title is virtually doomed to fail. Invalid and ineffective, however, the arena is left open for petitioner to recover ownership and possession of the donated property and have the cloud on his title thereto, if any there be, removed.

According to petitioner, the subject donation is, by force of Article 745[15] of the Civil Code, void, the accepting barangay captain being without sufficient authority for the purpose. On this point, petitioner cites Section 88 of Batas Pambansa Blg. 337[16] - the law then in force - and Sections 91 and 389 the Local Government Code of 1991[17]. In gist, these provisions empower the punong barangay to enter into contracts for the barangay upon authorization of the Sangguniang Barangay, or, in the alternative, the Sanggunian may authorize the barangay head to enter into contracts for the barangay.

Excepting, however, respondent barangay alleged that then barangay captain Jose Militar accepted the donation "in the same Deed of Donation per authority granted by the barangay council." [18]

The question then of whether Militar was clothed with authority to accept the donation for respondent barangay stands as disputed. Since the present recourse is interposed on pure questions of law, we need not resolve the factual issue regarding Militar's authority, or lack of it, to accept the donation in behalf of respondent barangay. It should be pointed out, nevertheless, that petitioner is hardly the proper party to challenge the validity of the donation - which is presumed to be valid - on the ground he presently invokes. The honor to question Militar's ultra vires act, if this be the case, belongs to the Sanggunian of Barangay P.D. Monfort North. And more to the point, even assuming ex gratia argumenti petitioner's legal standing to raise such a question, the final answer would still lean towards the validity of the donation. For, from the allegations of all the parties, it would appear that, through the years, the Sanggunian of Lublub as well as all the succeeding Sanggunians of P.D. Monfort North neither repudiated the acceptance of the donation by Militar nor acted in a manner reflective of their opposition to the donation. On the contrary, the respondent barangay has been enjoying the material and public-service benefits arising from the infrastructures projects put up on the subject property. In a very real sense, therefore, the Sangguniang Barangay and the good people of P.D. Monfort North, by availing themselves of such benefits for more than two decades now, effectively ratified Militar's acceptance of the donation.

This brings us to the question of the efficaciousness of the donation. Petitioner asserts that the 1981 and 1989 deeds of donation, pursuant to the uniform automatic rescission/reversion clauses therein, ceased to be effective upon respondent's failure to meet the conditions for which it was charged to fulfill. To petitioner, the automatic rescission/reversion clause works, in appropriate instances, to revoke the donation and revert the ownership of the donated property to the donor without the need of judicial intervention. In support of this argument, petitioner cites *De Luna vs. Abrigo*[19] wherein this Court put to rest any lingering doubt as to the validity of a stipulation providing for the automatic reversion of the donated property to the donor upon non-compliance by the donee of

the conditions or charges incumbent upon him.

Cited likewise is the subsequent complementary holding in *Roman Catholic Archbishop of Manila vs. Court of Appeals*[20], thus:

Although it is true that under Article 764 of the Civil Code an action for the revocation of a donation must be brought within four (4) years from the non-compliance of the conditions of the donation, the same is not applicable in the case at bar. The deed of donation involved herein expressly provides for automatic reversion of the property donated in case of violation of the condition therein, hence a judicial declaration revoking the same is not necessary.

De Luna and Archbishop of Manila are, to be sure, apropos. However, petitioner's argument to support his thesis on the automatic rescission of the donation in question and the consequent reversion of the property to the donor is an incomplete presentation of the Court's pronouncements on the point.

We shall explain.

If the corresponding contract of donation expressly provides for automatic rescission and/or reversion in case of breach of the condition therein, and the donee violates or fails to comply with the condition, the donated property reverts back automatically to the donor. Such provision, *De Luna* teaches, is in the nature of an agreement granting a party the right to rescind a contract in case of breach, without need of going to court and that upon the happening of the resolutive condition or non-compliance with the conditions of the contract, the donation is automatically revoked without need of a judicial declaration to that effect. Where, however, the donee denies, as here, the rescission or challenges the propriety thereof, then only the final award of the court can, to borrow from *University of the Philippines vs. de los Angeles*,[21] "conclusively settle whether the resolution is proper or not." Or, in the language of *Catholic Archbishop of Manila*: [22]

The rationale for the foregoing is that in contracts providing for automatic revocation, judicial intervention is necessary not for purposes of obtaining a judicial declaration rescinding a contract already deemed rescinded by virtue of an agreement providing for rescission even without judicial intervention, but in order to determine whether or not the rescission was proper.

When a deed of donation, . . . expressly provides for automatic revocation and reversion of the property donated, the rules on contract and the general rules on prescription should apply, and not Article 764 of the Civil Code. Since Article 1306 of said Code authorizes the parties to a contract to establish such stipulations, . . . not contrary to law, . . . public order or public policy, we are of the opinion that, at the very least, that stipulation of the parties providing for automatic revocation of the deed of donation, without prior judicial action for that purpose, is valid subject to the determination of the propriety of the rescission sought. Where such propriety is sustained, the decision of the court will be merely declaratory of the revocation, but it is not in itself the revocatory act.

In the case at bench, it cannot be gainsaid that respondent barangay denied or challenged the purported revocation of the donation. In fact, the denial or challenge is embodied in respondent barangay's complaint in Civil Case No. 00140 and in its Answer cum motion to dismiss in Civil Case 98-033, which similarly prayed for, among other things, the cancellation of petitioner's title on the subject property.

The foregoing discussion veritably disposes of the second formulated issue.

Now back to the first issue. It is petitioner's posture that his action in Civil Case No. 98-033 is one for quieting of title under Article 476[23] of the Civil Code, not, as erroneously regarded by the trial court, an action to revoke donation under Article 764 of the Code which, insofar as pertinent, reads as follows:

Article 764. The donation shall be revoked at the instance of the donor, when the donee fails to comply with any of the conditions which the former imposed upon the latter.

xxx xxx xxx.

This action shall prescribe after four years from the noncompliance with the condition, may be transmitted to the heirs of the donor, and may be exercised against the donee's heirs. (Underscoring added)

Petitioner's posture does not persuade.

As aptly observed by the trial court, the petitory portion of petitioner's complaint in Civil Case No. 98-033 seeks for a judgment declaring him the absolute owner of the donated property, a plea which necessarily includes the revocation of the deed of donation in question. Verily, a declaration of petitioner's absolute ownership appears legally possible only when the deed of donation is contextually declared peremptorily revoked.

Owing to the prescriptive component of Article 764 of the Civil Code, petitioner's dread of the invocation and application of said provision is at once apparent as it is understandable. For, an action to revoke thereunder prescribes after four (4) years from non-compliance by the donee with any of the conditions set forth in the deed of donation. A little less than seventeen (17) years separate September 16, 1981, when the Deed of Donation was executed, from May 6, 1998, when petitioner filed his complaint in Civil Case No. 98-033. Seventeen (17) years is, in turn, too far removed, as shall be illustrated shortly, from the 4-year prescriptive period referred to in Article 764 or even from the 10-year period under Article 1144.[24]

It cannot be overemphasized that respondent barangay traces its claim of ownership over the disputed property to a valid contract of donation which is yet to be effectively revoked. Such rightful claim does not constitute a cloud on the supposed title of petitioner over the same property removable by an action to quiet title. Withal, the remedy afforded in Article 476 of the Civil Code is unavailing until the donation shall have first been revoked in due course under Article 764 or Article 1144 of the Code.

Lest it be overlooked, the rule on the imprescriptibility of actions to quiet title admits of exceptions. The trial court correctly mentioned one, referring to a situation where the plaintiff in an action to quiet title is not in actual possession of the land.[25] In the case at bench, petitioner is not in possession of the property. For sure, he is even asking in his complaint in Civil Case No. 98-033 for recovery of possession of the donated property.

Given the above disquisition, petitioner can hardly fault the trial court for its holding that petitioner's action to revoke is time-barred. As may be recalled, respondent barangay had, under the terms of the deed of donation, five (5) years from the execution of the conveying deed in September 1981, or up September 1986, within which to introduce and complete the contemplated development of the donated area. Following Article 764 of the Civil Code, petitioner had four (4) years from September 1986, or up to September 1990, within which to seek the revocation of the subject donation on the ground of breach of contract.

The Court can grant that the prescription of actions for the revocation of onerous donations, as here, are governed by the general rules on prescription,[26] which, in context, is Article 1144 of the Civil Code providing that actions upon a written contract shall be brought within ten (10) years from accrual of the right of action. Ten years from September 1986 – the date when petitioner's right to revoke accrued – would be September 1996. Here, however, what partakes as petitioner's suit to revoke was filed only in May 1998.

In all, petitioner's right of action to revoke or cancel the donation had indeed prescribed, regardless of whether the applicable legal provision is Article 764 or the favorable Article 1144 of the Civil Code. It should be stated in this regard, however, that respondent barangay had disputed the existence of the grounds upon which petitioner anchored his right to revoke, claiming it had already complied with the construction and development conditions

of the donation. From the records, it would appear that respondent barangay's boast of compliance is not an empty one. As we see it, the establishment on the donated area of telephone service, a water service, a police mobile force, and a courtroom, all for the benefits of the barangay residents, substantially satisfies the terms and conditions of the subject donation. The concrete paving of roads and the construction of government offices, sports complex for public enjoyment and like infrastructures which, per respondent barangay's estimate, cost not less than P25 Million,[27] add persuasive dimension to the conclusion just made.

Petitioner's long silence vis-à-vis the kind of development structures that Barangay Lublub had decided to put up or allowed to be established on the subject area cannot but be taken as an indicia of his satisfaction with respondent barangay's choice of public service projects. The prolonged silence was broken only after the provincial and municipal governments advertised, then sold the property in a public auction to satisfy questionable tax liabilities.

Much is made by petitioner about his execution of the 1989 deed of donation, which, to him, should be utilized as a point of reference in determining the prescriptive period[28] defined under either Article 764 or 1144 of the Civil Code. He states:

xxx It has not been explained up to this juncture why the Deed of Donation of June 1989 ... is not being mentioned or considered when it is alleged in the complaint. As will be noted in the Deed of Donation dated 1981 the property was jointly owned by plaintiff Dolar and Jarantilla, with separate title; in Annex "B", the Donation of 1989 only plaintiff Dolar signed the same as the only registered owne[r] of the lot donated; xxx. As previously adverted to, the prescriptive period for violation or contravention of the terms and conditions of Annex "B" should be reckoned from 1994 and therefore this action filed in 1998 is within the period.

With the view we take of the case, the execution of the 1989 deed of donation is really of little moment in terms of furthering petitioner's cause. For, at that time, the property subject of this recourse was no longer his to donate, having earlier relinquished his ownership thereon. *Nemo dat qui non habet* – No one can give what he has not.[29] Stated a bit differently, respondent barangay's right over the donated area proceeds from the 1981 donation. The legal effects, therefore, of its action or inaction respecting the donated property should be assayed on the basis of the 1981 donation.

The last issue raised pivots on whether or not respondent barangay can acquire the subject property by acquisitive prescription, the petitioner's thesis being that prescription does not run against registered land.[30]

Petitioner's point is theoretically correct and may perhaps tip the balance in his favor, but for the fact that the respondent barangay anchors its title and right over the donated lot, first and foremost, by virtue of the deed of donation. Admittedly, standing alone, adverse, continuous and long possession of a piece of real property cannot defeat the title of a registered owner. But, then, this postulate presupposes a Torrens title lawfully acquired and issued. As may be recalled, however, respondent barangay instituted Civil Case No. 00-140, supra, for Cancellation of Title, Reconveyance/Issuance of Title precisely because of the dubious manner by which petitioner allegedly acquired his TCT No. T-129837 over a lot he admits donating.

Parenthetically, petitioner's contention that the donation was invalid because it was not registered in the Registry of Property deserves no merit. For, as between the parties to the donation and their assigns, the registration of the deed of donation with the Registry of Deeds is not needed for its validity and efficacy. In *Pajarillo vs. Intermediate Appellate Court*,[31] the Court emphatically dismissed the notion that registration was necessary to make the donation a binding commitment insofar as the donor and the donee were concerned.

As a final consideration, let it be made clear that this opinion merely resolves the question of the correctness of the dismissal by the trial court of Civil Case No. 98-033 on the basis of facts attendant thereto in the light of

applicable laws and jurisprudence. It is not meant to prejudge the outcome of Civil Case No. 00-140 which, while related to Civil Case No. 98-033, tenders different issues, foremost of which is the validity of a Torrens title issued over a piece of land to one who had previously donated the same.

WHEREFORE, the petition is DENIED for lack of merit.

Costs against petitioner.

SO ORDERED.

Panganiban, (Chairman), Corona and Carpio-Morales, JJ., concur.

Sandoval-Gutierrez, J., on official leave.

[1] Penned by Judge Roger B. Patricio; Rollo, pp. 25-30.

[2] Rollo, pp. 73-74.

[3] Rollo, pp. 183-185.

[4] Rollo, p. 226.

[5] Rollo, pp. 85-87.

[6] Rollo, pp. 75-81.

[7] Rollo, pp. 88-95.

[8] Rollo, pp. 198-209.

[9] Rollo, pp. 227-234.

[10] See Note # 1, supra.

[11] Art. 764. The donation shall be revoked at the instance of the donor when the donee fails to comply with any of the conditions which the former imposed upon the latter. xxx

This action shall prescribe after four years from the non-compliance with the condition....

[12] Art. 733. Donations with an onerous cause shall be governed by the rules on contracts

[13] Art. 1144 (1) provides that an action upon a written contract must be brought within ten (10) years from the time the right of action accrues.

[14] See Note #2, supra.

[15] Article 745. The donee must accept the donation personally, or through an authorized person with a special power for the purpose, or with a general and sufficient power; otherwise, the donation shall be void.

[16] Local Government Code of 1983.

[17] Rep. Act No. 7160.

[18] Complaint of Barangay PD Monfort North, p. 3; Rollo, p. 200.

[19] 181 SCRA 150 [1990].

[20] 198 SCRA 300 [1991].

[21] 35 SCRA 102 [1970]

[22] See Note # 20, *supra*.

[23] Article 476. Whenever there is a cloud on title to real property or any interest therein, by reason of any instrument, record, claim, encumbrance or proceeding which is apparently valid or effective but is in truth and in fact invalid, ineffective, voidable, or unenforceable, and may be prejudicial to said title, an action may be brought to remove such cloud or to quiet the title. xxx

[24] Art. 1144 provides that an action upon a written contract must be brought within ten years from the time the right of action accrues.

[25] *Mamadsual vs. Moson*, 190 SCRA 82 [1990].

[26] *De Luna vs. Abrigo*, 181 SCRA 150 [1990] citing cases.

[27] *Rollo*, p. 366.

[28] Memorandum for Petitioner, pp. 15-16; *Rollo*, pp. 416-417.

[29] *Garcia vs. CA*, 130 SCRA 435 [1984].

[30] Memorandum for Petitioner, p. 16; *Rollo*, p. 417.

[31] 176 SCRA 340 [1989].

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