

MILAGROS ILAO-QUIANAY AND SERGIO ILAO, AS JOINT ADMINISTRATOR OF THE INTESTATE ESTATE OF SIMPLICIO ILAO, AND AMBROSIA ILAO PETITIONERS, VS. RODOLFO MAPILE, RESPONDENT.

G.R. No. 154087. October 25, 2005

Ponente: TINGA, J.

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TINGA, J.:

This Petition for Review on Certiorari[1] assails the Decision[2] of the Court of Appeals in CA-G.R. CV 50923 which sustained the trial court decision in declaring that the property subject of this case rightfully belongs to respondent herein.

The following facts are condensed from the decisions of the Court of Appeals and the trial court.

Subject of this case is a parcel of land situated in Sta. Cruz, Manila and covered by Transfer Certificate of Title No. 48529 (TCT No. 48529) in the name of the deceased Simplicio Ilao (Ilao). In the course of the judicial settlement of Ilao's estate, his heirs found out that the title of the subject property had an annotation of adverse claim filed by a certain Juanito Ibarra (Ibarra). Respondent herein, Atty. Rodolfo Mapile (respondent), filed a motion to exclude the property from the inventory on the ground that the same no longer formed part of Ilao's estate having been disposed of during the latter's lifetime in favor of Ibarra. Acting upon respondent's allegation, the heirs of Ilao, through petitioners herein, promptly filed on December 8, 1976 a civil case for Quieting of Title and Damages, docketed as Civil Case No. 105865 of the Regional Trial Court (RTC) of Manila, Branch 37.

The Court of First Instance of Manila, Branch 12, in Special Proceedings No. 93674, denied respondent's motion and, in an order dated February 7, 1978, authorized the sale of the subject property to Virgilio Sevilla subject to the outcome of Civil Case No. 105865.

Relevantly, it appears that in 1974, Ibarra filed a petition for the issuance of a new owner's duplicate copy of the title of the subject property, claiming that he was in possession of said owner's duplicate but that he lost the same in a fire that took place in Bo. Sta. Ignacia, Camiling, Tarlac on April 26, 1974. The case was docketed as LRC Cad. Rec. No. 271 of the RTC of Manila. This allegation was, however, uncovered by the trial court to be false when, upon the court's subpoena, Ilao's heirs appeared and presented the certificate of title Ibarra claimed to have been lost.

On October 3, 1983, respondent filed Civil Case No. 83-20520 for Specific Performance and Declaration of Nullity of Contract, claiming that the subject property had been sold by Ilao to Ibarra pursuant to a Deed of Absolute Sale (deed of sale) dated February 7, 1972, and that Ibarra, in turn, sold the property to him.

Civil Case No. 105865 and Civil Case No. 83-20520 were consolidated. After trial, the court rendered judgment in favor of respondent, finding that the deed of sale was genuine and ordering, among others, that petitioners herein surrender the owner's duplicate copy of TCT No. 48529 and all documents appurtenant thereto in their

possession.[3] The decision was primarily anchored on the trial court's finding that the conflicting testimonies of the handwriting experts[4] presented by both parties left it no choice but to favor the notarized deed of sale and to rule that the same is genuine.

Petitioners filed a motion for reconsideration, which respondent countered with an omnibus motion to strike out the motion for reconsideration for being pro forma and to seek the issuance of a writ of execution. The trial court denied petitioners' motion for reconsideration, granted respondent's omnibus motion, and ordered the issuance of a writ of execution.[5]

The decision was appealed to the Court of Appeals. Meanwhile, the order denying the motion for reconsideration became the subject of a petition for certiorari also with the appellate court. The petition for certiorari, docketed as CA-G.R. SP. No. 38421, was denied because the trial court had already ordered the elevation of the records of the case to the appellate court, and in view of respondent's manifestation that he would not move for execution pending appeal.

The errors assigned on appeal dwell on the twin findings that the deed of sale between Ilao and Ibarra was genuine and that the subject property was validly transferred to respondent. As previously mentioned, the Court of Appeals affirmed the decision of the trial court and denied petitioners' motion for reconsideration.

Petitioners[6] herein argue that the appellate court erred in disregarding the testimonies of the expert witnesses allegedly to the effect that Ilao's signature on the deed of sale was forged. While the two experts initially disagreed in that whereas petitioners' witness categorically declared that the signature on the deed of sale was a forgery based on the specimen signatures, respondent's witness expressed doubts whether the specimen signatures were themselves genuine, the latter allegedly agreed to exclude the specimen signatures to which he expressed reservation and came up with the same conclusion that the signature in the deed of sale was indeed forged.

Moreover, petitioners question the probative value given by the trial court and the Court of Appeals to the notarized deed of sale. They stress that the trial court even went to the extent of admitting in evidence the transcript of the testimony of the notary public who purportedly notarized the document taken in LRC Cad. Rec. No. 271 in which petitioners were not named parties, while the appellate court for its part sustained the lower court's action.

They assail as hearsay the factual findings of the trial court on the circumstances surrounding the sale of the property to Ibarra which were based only on respondent's narration, without Ibarra actually testifying thereon. These circumstances, i.e., that it was Ibarra's father who paid for the property allegedly to induce Ibarra to marry a girl his father had wanted for him; that instead of marrying the girl, Ibarra fled to Mindanao; and that he later returned and was advised by a lawyer, who turned out to be an impostor, to file a petition claiming that the certificate of title had been destroyed by fire, which petition was the subject of LRC Cad. Rec. No. 271, were adopted by the appellate court as the factual backdrop of the case.

The trial court and the Court of Appeals also allegedly erred in certain matters crucial to the case, such as the fact that Ibarra neither took possession of the subject property nor of the certificate of title covering it; that Ibarra never paid the real estate taxes on the property as the tax declarations have remained in the name of Ilao; and that no capital gains tax, documentary stamps tax and other transfer taxes were ever paid pursuant to the supposed deed of sale. These circumstances are allegedly known to respondent who has never denied knowledge thereof.

Notably, these arguments are the very same ones raised before the Court of Appeals albeit petitioners purposively rearranged the order in which they made their assignment of errors in this petition.

Respondent[7] avers at the outset that the instant petition should be denied because it raises questions of fact not

proper in a petition for review.

On the objection to the admission in evidence of the testimony of the notary public taken in another case and as regards the hearsay nature of his testimony on the circumstances surrounding the sale of the property to Ibarra, respondent cites the decision of the appellate court ruling that these testimonies may be admitted as independently relevant evidence and as part of respondent's narration.

Respondent further claims that the disagreement of the expert witnesses on the matter of whether the specimen signatures are themselves authentic is insurmountable such that both testimonies should be disregarded as was done in this case.

Finally, he claims that he is a buyer in good faith because he bought the property after procuring a certified true copy of the deed of sale from the clerk of court of the then Court of First Instance of Manila and ascertaining from the transcript taken of the testimony of the notary public who notarized the document that Ibarra's claim of ownership is valid.

The question of whether Ilao's signature on the deed of sale is a forgery is a question of fact which requires an appraisal and re-evaluation of the evidence presented by the parties. As a rule, however, such a procedure is beyond the Court's dominion because factual findings of trial courts, especially when affirmed by the Court of Appeals, as in this case, are binding on the Supreme Court. The review of such findings is not a function that this Court normally undertakes.

Under the 1997 Rules of Civil Procedure, only questions of law may be raised in a petition for review before this Court. However, this Rule is not absolute; it admits of exceptions, such as: (1) when the findings of a trial court are grounded entirely on speculation, surmises or conjectures; (2) when a lower court's inference from its factual findings is manifestly mistaken, absurd or impossible; (3) when there is grave abuse of discretion in the appreciation of facts; (4) when the findings of the appellate court go beyond the issues of the case, run contrary to the admissions of the parties to the case, or fail to notice certain relevant facts which, if properly considered, will justify a different conclusion; (5) when there is a misappreciation of facts; (6) when the findings of fact are conclusions without mention of the specific evidence on which they are based, are premised on the absence of evidence, or are contradicted by evidence on record.[8]

Petitioners argue that the trial court and the appellate court failed to take into account the fact that the handwriting expert presented by respondent as his witness, after agreeing to exclude the specimen signatures which he doubted, finally agreed with the finding of petitioners' own expert witness that Ilao's signature on the deed of sale was forged. Allegedly, both courts misappreciated the evidence and consequently came up with the erroneous conclusion affirming the validity of the deed of sale.

We find, however, that petitioners' contention is not entirely accurate. The trial court and the Court of Appeals did take into account the entirety of the testimonies of the handwriting experts and reckoned that neither should be accorded probative value because the expert witnesses have conflicting opinions on the genuineness of the signatures used as standards against which the alleged forged signature on the deed of sale would be measured. The assailed Decision succinctly summarizes:

Both experts agree, as logic and commons sense demand, with one absolute proposition. A conclusion that the specimen signatures and the questioned signature were not signed by the same person is based on the assumption that all the exemplars were written by one and the same person. Otherwise, the conclusion does not deserve a scant consideration.

Constantino testified he was "sure" that all the standard signatures W-5, W-11, W-13 and W-14, included were

written by one and the same person.

Cruz, however, disagreed. He "doubted" that the signatures marked as W-5, W-11, W-13 and W-14 by the same author of the rest of the exemplars. To him, the specimen signatures consisted of two sets signed by two different persons. Worse, he does not know which of the two sets of specimen signatures is the authentic signature to serve as the standard. If on the exemplars alone, there is already an unbridgeable divergence of opinion when there should be none, it is safe to expect greater polarization, in fact, "confusion" to use Cruz's term, of conclusions with respect to the questioned signature.

With this irreconcilable stand, it is a superfluity to further discuss the appellants' arguments on the claim of forgery. Constantino and Cruz, sincere in their espousal of their respective opinion, disparaged, discredited and neutralized each other completely that the "assistance" experts are supposed to extend to courts is nowhere in sight. The appellants' stratagem to FIRST DISREGARD the doubtful signatures and THEN ADD additional specimens in order for Cruz to conclude that the questioned signature and the exemplars were not written by one person amuses but does not relieve the confusion. Constantino remains "sure" that the four signatures were signed by the author of all the exemplars. The "doubtful" signatures cannot be removed without impeaching Constantino. Neither could the latter be believed without making Cruz look ludicrous and unskilled. Experts are presented to enlightened - not confuse - the courts and for this reason, We do not fault the lower court for disregarding, in its exasperation, their testimony on record, no doubt, relying on the leeway extended to all courts that they "are not bound to submit their findings necessarily to such testimony; they are FREE to weigh them and they can give or REFUSE to give them any value as proof..." (Salonga, Philippine Law on Evidence, p. 507, emphasis supplied).[9]

Indeed, courts are not bound by expert testimonies. They may place whatever weight they choose upon such testimonies in accordance with the facts of the case. The relative weight and sufficiency of expert testimony is peculiarly within the province of the trial court to decide, considering the ability and character of the witness, his actions upon the witness stand, the weight and process of the reasoning by which he has supported his opinion, his possible bias in favor of the side for whom he testifies, and any other matters which serve to illuminate his statements. The opinion of an expert should be considered by the court in view of all the facts and circumstances of the case. The problem of the evaluation of expert testimony is left to the discretion of the trial court whose ruling thereupon is not reviewable in the absence of an abuse of that discretion.[10]

We find that the trial court and the Court of Appeals did not commit an error in their evaluation of the testimonies of the handwriting experts. In fact, we quite agree that the conflicting testimonies should be completely disregarded.

The validity of the deed of sale should, therefore, be recognized, the only opposition thereto being the alleged forgery of Ilao's signature which, as discussed above, was not satisfactorily demonstrated. There is no doubt that the deed of sale was duly acknowledged before a notary public. As a notarized document, it has in its favor the presumption of regularity and it carries the evidentiary weight conferred upon it with respect to its due execution. It is admissible in evidence without further proof of its authenticity and is entitled to full faith and credit upon its face.[11]

In this connection, we have to say that petitioners' objection to the admission in evidence of the testimony of the notary public who supposedly notarized the deed of sale taken in another case in which petitioners were not parties is persuasive. Such testimony does not qualify as an exception to the hearsay rule under Sec. 47, Rule 130 of the Rules of Court, which provides:

Sec. 47. Testimony or deposition at a former proceeding.-The testimony or deposition of a witness deceased or unable to testify, given at a former case or proceeding, judicial or administrative, involving the same parties and subject matter, may be given in evidence against the adverse party who had the opportunity to

cross-examine him.

None of the circumstances for the admission of the testimony given at a former proceeding obtains in this case. Not only were petitioners not parties to the former proceeding and hence without opportunity to cross-examine the notary public, there was also no proof that the notary public was already deceased or unable to testify. Hence, the testimony should not have been accorded any probative weight.

The same cannot be said, however, of the testimony of respondent relevant to the circumstances surrounding the execution of the deed of sale between Ilaos and Ibarra. It should be noted that what was sought to be admitted in evidence, and what was actually admitted in evidence, was the fact that the statements were made by Ibarra, not necessarily that the matters stated were true. The utterances are in the nature of independently relevant statements which may be admitted in evidence as such, but not necessarily to prove the truth thereof.[12]

It has been said that where, regardless of the truth or falsity of a statement, the fact that it has been made is relevant, the hearsay rule does not apply, and the statement may be shown. Evidence as to the making of such statement is not secondary but primary, for the statement itself may constitute a fact in issue, or be circumstantially relevant as to the existence of such a fact.[13] On this basis, the statements attributed to Ibarra regarding the circumstances surrounding the execution of the deed of sale related to the court by respondent are admissible if only to establish the fact that such statements were made and the tenor thereof.

As regards petitioners' contention that at no time did Ibarra exercise ownership over the subject property as neither the property nor the certificate of title covering it were delivered to Ibarra, these circumstances do not necessarily warrant a conclusion that the property was not validly transferred to Ibarra.

It has been held that ownership of the thing sold is acquired only from the delivery thereof, either actual or constructive. Article 1498 of the Civil Code provides that when the sale is made through a public instrument, as in this case, the execution thereof shall be equivalent to the delivery of the thing which is the object of the contract, if from the deed the contrary does not appear or cannot clearly be inferred. The execution of the public instrument, even without actual delivery of the thing, transfers the ownership from the vendor to the vendee, who may thereafter exercise the rights of an owner over the same.[14]

In this case, a public instrument was executed through which constructive delivery of the subject property was made transferring ownership thereof to Ibarra. As the new owner, Ibarra acted perfectly within his rights when he sold the property to respondent.

IN VIEW OF THE FOREGOING, the petition is hereby DENIED. Costs against petitioners.

SO ORDERED.

Puno, (Chairman), Austria-Martinez, and Callejo, Sr., JJ., concur.
Chico-Nazario, J., on leave.

[1] Rollo, pp. 10-36.

[2] Id. at 37-54; Penned by Associate Justice Bernardo P. Abesamis and concurred in by Associate Justices Eubulo G. Verzola and Perlita J. Tria Tirona.

[3] RTC Records, pp. 81-101; The dispositive portion of the decision states:

WHEREFORE, judgment is hereby rendered declaring the deed of sale executed in favor of the Sevillas null and void and the Deed of Sale executed by Simplicio Ilaos in favor of Juanito Ibarra and the deed of Sale

executed by Juanito Ibarra in favor of the plaintiff to be valid and legally binding.

This court orders the defendants as follows:

1. To surrender the owner's duplicate copy of TCT No. 48529 and all other documents appurtenant thereto;
2. To cause the peaceable and smooth turn over of the subject property to the plaintiff;
3. To remit to the plaintiff all rentals of the premises at the rate of P6,500.00 per month or P78,000.00 a year commencing from October 1976 up to the time the premises are actually surrendered to the plaintiff.

Defendant Milagros Ilao-Quianay is hereby ordered to refund to the defendant heirs of Virgilio Sevilla the sum of P225,000.00 representing the purchase price they paid to the former for the property subject of this suit without interest.

No pronouncement as to costs.

SO ORDERED.

[4] Petitioners presented Eleodoro Constantino, a fingerprint and handwriting expert from the National Bureau of Investigation, while respondent presented, as rebuttal witness, Francisco Cruz, Jr., Chief of the Questioned Documents Division of the PNP Crime Laboratory Services.

[5]RTC Records, pp. 160-164; Order dated May 29, 1995.

[6] Rollo, pp. 245-272; Memorandum for the Petitioners dated March 17, 2003.

[7]Id. at 212-244; Memorandum for the Respondent dated March 10, 2003.

[8] Philippine Rabbit Bus Lines, Inc. v. Macalinao, G.R. No. 141856, February 11, 2005, 451 SCRA 63.

[9]Rollo, pp. 45-46.

[10] Salomon v. Intermediate Appellate Court, G.R. No. 70263, May 14, 1990, 185 SCRA 352.

[11] Dela Cruz v. Dela Cruz, G.R. No. 146222, January 15, 2004, 419 SCRA 648.

[12]Bon v. People, G.R. No. 152160, January 13, 2004, 419 SCRA 101.

[13] D.M. Consunji, Inc. v. Court of Appeals, G.R. No. 137873, April 20, 2001, 357 SCRA 249.

[14]Balatbat v. Court of Appeals, G.R. No. 109410, August 28, 1996, 261 SCRA 128.

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