

MILAGROS JOAQUINO A.K.A. MILAGROS J. REYES, PETITIONER, VS. LOURDES REYES, MERCEDES, MANUEL, MIRIAM AND RODOLFO JR. — ALL SURNAMED REYES, RESPONDENTS.

G.R. No. 154645. July 13, 2004

Ponente: PANGANIBAN, J.

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PANGANIBAN, J.:

Though registered in the paramour's name, property acquired with the salaries and earnings of a husband belongs to his conjugal partnership with the legal spouse. The filiation of the paramour's children must be settled in a probate or special proceeding instituted for the purpose, not in an action for recovery of property.

The Case

Before the Court is a Petition for Review[1] under Rule 45 of the Rules of Court, seeking to nullify the February 4, 2002 Decision[2] and the August 14, 2002 Resolution[3] of the Court of Appeals (CA) in CA-GR CV No. 45883. The CA disposed as follows:

“WHEREFORE, premises considered, the appeal is hereby partially DENIED and the Decision dated May 30, 1994, of the Regional Trial Court of Pasay City, Branch 111 in Civil Case No. 9722-P is MODIFIED to read, as follows:“WHEREFORE, judgment is hereby rendered in favor of plaintiffs and against the defendant as follows:

‘a. Declaring the house and lot registered under Transfer Certificate of Title No. 90293 (26627-A) of the Registry of Deeds of Metro Manila, District IV as conjugal partnership property of the late Spouses Rodolfo and Lourdes Reyes;

‘b. Ordering the [petitioner] to surrender possession of said subject property, pursuant to the applicable law on succession, to the respective estates of the late Rodolfo Reyes and Lourdes Reyes and to pay a reasonable rental of P10,000.00 a month, to the same juridical entities, upon their failure to do so until possession of the property is delivered; and

‘c. To pay [respondents] attorney's fees in the sum of P20,000.00 and to pay the costs.’”[4]

The questioned Resolution, on the other hand, denied petitioner's Motion for Reconsideration.

The Facts

The CA narrated the facts as follows:

“[Respondents] filed a Complaint for reconveyance and damages, dated January 23, 1982, before the Court of First Instance of Rizal, containing the following allegations:‘x x x The complaint alleges that [respondent] Lourdes P. Reyes is the widow of Rodolfo A. Reyes who died on September 12, 1981; that [respondents] Mercedes, Manuel, Miriam and Rodolfo, Jr. are the legitimate children of [respondent] Lourdes P. Reyes and the deceased Rodolfo A. Reyes; that for years before his death, Rodolfo A. Reyes had illicit relations with

[petitioner] Milagros B. Joaquin; that before his death, x x x Rodolfo A. Reyes was Vice President and Comptroller of Warner Barnes and Company with an income of P15,000.00 a month and, after retirement on September 30, 1980, received from said company benefits and emoluments in the amount of P315,0[1]1.79; that [respondent] wife was not the recipient of any portion of the said amount.

‘The complaint further alleges that on July 12, 1979, a [D]eed of [S]ale of a property consisting of a house and lot at BF Homes, Parañaque, Metro Manila was executed by the spouses Ramiro Golez and Corazon Golez in favor of [petitioner] Milagros B. Joaquin for which Transfer Certificate of Title No. 90293 of the Register of Deeds of Metro Manila, District IV was issued in the name of [petitioner] Milagros B. Joaquin; that the funds used to purchase this property were conjugal funds and earnings of the deceased Rodolfo A. Reyes as executive of Warner Barnes and Company as [petitioner] Joaquin was without the means to pay for the same; that [petitioner] executed a Special Power of Attorney in favor of Rodolfo A. Reyes to mortgage the property to Commonwealth Insurance Corporation in order to pay the balance of the purchase price; that said Rodolfo A. Reyes executed a mortgage in favor of Commonwealth Insurance Corporation for P140,000.00 and to guaranty payment thereof, he secured a life insurance [policy] with Philam Life Insurance Corporation for the said amount, assigning the proceeds thereof to Commonwealth Insurance Corporation; that the monthly amortizations of the mortgage were paid by said Rodolfo A. Reyes before his death and at the time of his death, the outstanding balance of P110,000.00 was to be paid out of his Philam Life Insurance [p]olicy.

‘The complaint finally alleges that the deceased had two cars in [petitioner’s] possession and that the real and personal properties in [petitioner’s] possession are conjugal partnership propert[ies] of the spouses Lourdes P. Reyes and Rodolfo A. Reyes and one-half belongs exclusively to [respondent] Lourdes P. Reyes and the other half to the estate of Rodolfo A. Reyes to be apportioned among the [other respondents] as his forced heirs. [Respondents] therefore, pray that the property covered by T.C.T. No. 90293 be declared conjugal property of the spouses Lourdes P. Reyes and Rodolfo A. Reyes and that [petitioner] be ordered to reconvey the property in [respondents’] favor; that the two cars in [petitioner’s] possession be delivered to [respondents] and that [petitioner] be made to pay actual, compensatory and moral damages to [respondents] as well as attorney’s fees.’

x x x x x x x x

“[Petitioner] eventually filed her Answer, dated August 1, 1982, the allegations of which have been summarized by the trial court in the following manner:

‘In her Answer, [petitioner] Milagros B. Joaquin alleges that she purchased the real property in question with her own exclusive funds and it was only for convenience that the late Rodolfo Reyes facilitated the mortgage over the same; that although the late Rodolfo Reyes paid the monthly amortization of the mortgage as attorney-in-fact of [petitioner], the money came exclusively from [her].

‘[Petitioner] further alleges in her answer, by way of special and affirmative defenses, that during all the nineteen (19) years that [she] lived with Rodolfo Reyes from 1962 continuously up to September 12, 1981 when the latter died, [petitioner] never had knowledge whatsoever that he was married to someone else, much less to [respondent] Lourdes P. Reyes; that [petitioner] was never the beneficiary of the emoluments or other pecuniary benefits of the late Rodolfo Reyes during his lifetime or after his death because [she] had the financial capacity to support herself and her children begotten with the late Rodolfo Reyes. [Petitioner] prays for a judgment dismissing [respondents’] complaint and for the latter to pay unto [petitioner] moral and exemplary damages in such amounts as may be determined during the trial, including atto[r]ney’s fees and the costs of the suit. x x x.’

x x x x x x x x

“On February 2, 1993, [respondent] Lourdes Reyes died.

“Subsequently, the trial court granted the complaint based on the following factual findings:

‘Lourdes Reyes was legally married to Rodolfo Reyes on January 3, 1947 in Manila. They have four children, namely: Mercedes, Manuel, Miriam and Rodolfo Jr., all surnamed Reyes and co-[respondents] in this case. Rodolfo Reyes died on September 12, 1981. At the time of his death, Rodolfo Reyes was living with his common-law wife, Milagros Joaquin, x x x with whom she begot three (3) children namely: Jose Romillo, Imelda May and Charina, all surnamed Reyes.

‘During his lifetime, Rodolfo Reyes worked with Marsman and Company and later transferred to Warner Barnes & Co., where he assumed the position of Vice-President [Comptroller] until he retired on September 30, 1980. His monthly salary at Warner Barnes & Co. was P15,000.00 x x x and upon his separation or retirement from said company, Rodolfo Reyes received a lump sum of P315,011.79 in full payment and settlement of his separation and retirement benefits.

‘During the common-law relationship of Rodolfo Reyes and [petitioner] Milagros Joaquin and while living together, they decided to buy the house and lot situated at No. 12 Baghdad Street, Phase 3, BF Homes, Parañaque, Metro Manila. A Deed of Absolute Sale dated July 12, 1979 was executed in favor of [petitioner] Milagros Joaquin and Transfer Certificate of Title No. S-90293 covering the said property was issued in the name of [petitioner only] on July 20, 1979.

‘To secure the finances with which to pay the purchase price of the property in the amount of P140,000.00, [petitioner] executed on July 20, 1979, a Special Power of Attorney in favor of Rodolfo A. Reyes for the latter, as attorney-in-fact, to secure a loan from the Commonwealth Insurance Company. An application for mortgage loan was filed by Rodolfo Reyes with the Commonwealth Insurance Company and a Real Estate Mortgage Contract was executed as collateral to the mortgage loan. The loan was payable in ten (10) years with a monthly amortization of P1,166.67. The monthly amortizations were paid by Rodolfo Reyes and after his death, the balance of P109,797.64 was paid in full to the Commonwealth Insurance by the Philam Life Insurance Co. as insurer of the deceased Rodolfo A. Reyes.’”[5]

On appeal to the CA, petitioner questioned the following findings of the trial court: 1) that the house and lot had been paid in full from the proceeds of the loan that Rodolfo Reyes obtained from the Commonwealth Insurance Company; 2) that his salaries and earnings, which were his and Lourdes’ conjugal funds, paid for the loan and, hence, the disputed property was conjugal; and 3) that petitioner’s illegitimate children, not having been recognized or acknowledged by him in any of the ways provided by law, acquired no successional rights to his estate.

Ruling of the Court of Appeals

Affirming the RTC, the CA held that the property had been paid out of the conjugal funds of Rodolfo and Lourdes because the monthly amortizations for the loan, as well as the premiums for the life insurance policy that paid for the balance thereof, came from his salaries and earnings. Like the trial court, it found no sufficient proof that petitioner was financially capable of buying the disputed property, or that she had actually contributed her own exclusive funds to pay for it. Hence, it ordered her to surrender possession of the property to the respective estates of the spouses.

The appellate court, however, held that the trial court should not have resolved the issue of the filiation and the successional rights of petitioner’s children. Such issues, it said, were not properly cognizable in an ordinary civil action for reconveyance and damages and were better ventilated in a probate or special proceeding instituted for the purpose.

Hence, this Petition.[6]

Issues

Petitioner submits the following issues for the Court's consideration:

"I.

Whether or not it has been indubitably established in a court of law and trier of facts, the Regional Trial Court, that petitioner's three [3] illegitimate children are x x x indeed the children of the late Rodolfo Reyes.

"II.

Whether or not it is legally permissible for [respondents] to make a mockery of the law by denying [the] filiations of their [two] 2 illegitimate sisters and one [1] illegitimate brother when in fact the very complaint filed by their mother, the lawful wife, Lourdes[,] shows that her husband Rodolfo had illicit relations with the petitioner Milagros and had lived with her in a house and lot at Baghdad Street.

"III.

Whether or not the fact that the Court of Appeals made a finding that the house and lot at Baghdad Street are conjugal property of lawfully wedded Rodolfo and Lourdes including the insurance proceeds which was used to pay the final bill for the house and lot, this will prevail over Articles 19 and 21 of the Civil Code.

"IV.

Whether or not the Supreme Court should enforce the rule that the parties to a lawsuit should only tell the truth at the trial and in [their] pleadings x x x.

"V.

Whether or not the legitimate children of the late Rodolfo Reyes should respect their father's desire that his illegitimate children should have a home or a roof over their heads in consonance with his duty to love, care and provide for his children even after his death."[7]

The issues boil down to the following: 1) the nature of the house and lot on Baghdad Street (BF Homes Parañaque, Metro Manila); and 2) the propriety of ruling on the filiation and the successional rights of petitioner's children.

The Court's Ruling

The Petition is devoid of merit.

First Issue:

The Conjugal Nature of the Disputed Property

Before tackling the merits, we must first point out some undisputed facts and guiding principles.

As to the facts, it is undisputed that the deceased Rodolfo Reyes was legally married to Respondent Lourdes Reyes on January 3, 1947.[8] It is also admitted that for 19 years or so, and while their marriage was subsisting, he was actually living with petitioner. It was during this time, in 1979, that the disputed house and lot was purchased and registered in petitioner's name.

Plainly, therefore, the applicable law is the Civil Code of the Philippines. Under Article 145 thereof, a conjugal partnership of gains (CPG) is created upon marriage[9] and lasts until the legal union is dissolved by death, annulment, legal separation or judicial separation of property.[10] Conjugal properties are by law owned in common by the husband and wife.[11] As to what constitutes such properties are laid out in Article 153 of the Code, which we quote:

- “(1) That which is acquired by onerous title during the marriage at the expense of the common fund, whether the acquisition be for the partnership, or for only one of the spouses;
- (2) That which is obtained by the industry, or work, or as salary of the spouses, or of either of them;
- (3) The fruits, rents or interests received or due during the marriage, coming from the common property or from the exclusive property of each spouse.”

Moreover, under Article 160 of the Code, all properties of the marriage, unless proven to pertain to the husband or the wife exclusively, are presumed to belong to the CPG. For the rebuttable presumption to arise, however, the properties must first be proven to have been acquired during the existence of the marriage.[12]

The law places the burden of proof[13] on the plaintiffs (respondents herein) to establish their claim by a preponderance of evidence[14] -- evidence that has greater weight or is more convincing than that which is offered to oppose it.[15]

On the other hand, Article 144[16] of the Civil Code mandates a co-ownership between a man and a woman who are living together but are not legally married. Prevailing jurisprudence holds, though, that for Article 144 to apply, the couple must not be incapacitated to contract marriage.[17] It has been held that the Article is inapplicable to common-law relations amounting to adultery or concubinage, as in this case. The reason therefor is the absurdity of creating a co-ownership in cases in which there exists a prior conjugal partnership between the man and his lawful wife.[18]

In default of Article 144 of the Civil Code, Article 148 of the Family Code has been applied.[19] The latter Article provides:

“Art. 148. In cases of cohabitation not falling under the preceding Article, only the properties acquired by both of the parties through their actual joint contribution of money, property, or industry shall be owned by them in common in proportion to their respective contributions. In the absence of proof to the contrary, their contributions and corresponding shares are presumed to be equal. The same rule and presumption shall apply to joint deposits of money and evidence of credit.

“If one of the parties is validly married to another, his or her share in the co-ownership shall accrue to the absolute community or conjugal partnership existing in such valid marriage. If the party which acted in bad faith is not validly married to another, his or her share shall be forfeited in the manner provided in the last paragraph of the preceding Article.

“The foregoing rules on forfeiture shall likewise apply even if both parties are in bad faith.”

Thus, when a common-law couple have a legal impediment to marriage, only the property acquired by them -- through their actual joint contribution of money, property or industry -- shall be owned by them in common and in proportion to their respective contributions.

With these facts and principles firmly settled, we now proceed to the merits of the first issue.

The present controversy hinges on the source of the funds paid for the house and lot in question. Upon the resolution of this issue depends the determination of whether the property is conjugal (owned by Rodolfo and Lourdes) or exclusive (owned by Milagros) or co-owned by Rodolfo and Milagros.

The above issue, which is clearly factual, has been passed upon by both the trial and the appellate courts, with similar results in favor of respondents. Such finding is generally conclusive; it is not the function of this Court to review questions of fact. [20]

Moreover, it is well-settled that only errors of law and not of facts are reviewable by this Court in cases brought to it from the Court of Appeals or under Rule 45 of the Rules of Court.[21] This principle applies with greater force herein, because the CA came up with the same factual findings as those of the RTC.

Even then, heeding petitioner's plea, we have gone through the pleadings and the evidence presented by the parties to find out if there is any circumstance that might warrant a reversal of the factual findings. Unfortunately for petitioner, we have found none.

Indeed, a preponderance of evidence has duly established that the disputed house and lot was paid by Rodolfo Reyes, using his salaries and earnings. By substantial evidence, respondents showed the following facts: 1) that Rodolfo was gainfully employed as comptroller at Warner, Barnes and Co., Inc. until his retirement on September 30, 1980, upon which he received a sizeable retirement package;[22] 2) that at exactly the same time the property was allegedly purchased,[23] he applied for a mortgage loan[24] -- intended for "housing"[25] -- from the Commonwealth Insurance Company; 3) that he secured the loan with a real estate mortgage[26] over the same property; 4) that he paid the monthly amortizations for the loan[27] as well as the semi-annual premiums[28] for a Philam Life insurance policy, which he was required to take as additional security; and 5) that with the proceeds of his life insurance policy, the balance of the loan was paid to Commonwealth by Philam Life Insurance Company.[29]

All told, respondents have shown that the property was bought during the marriage of Rodolfo and Lourdes, a fact that gives rise to the presumption that it is conjugal. More important, they have established that the proceeds of the loan obtained by Rodolfo were used to pay for the property; and that the loan was, in turn, paid from his salaries and earnings, which were conjugal funds under the Civil Code.

In contrast, petitioner has failed to substantiate either of her claims -- that she was financially capable of buying the house and lot, or that she actually contributed to the payments therefor.

Indeed, it does not appear that she was gainfully employed at any time after 1961[30] when the property was purchased. Hearsay are the Affidavits[31] and the undated Certification[32] she had presented to prove that she borrowed money from her siblings and had earnings from a jewelry business. Respondents had not been given any opportunity to cross-examine the affiants, who had not testified on these matters. Based on the rules of evidence, the Affidavits and the Certification have to be rejected. In fact, they have no probative value.[33] The CA was also correct in disregarding petitioner's allegation that part of the purchase money had come from the sale of a drugstore[34] four years earlier.

Under the circumstances, therefore, the purchase and the subsequent registration of the realty in petitioner's name was tantamount to a donation by Rodolfo to Milagros. By express provision of Article 739(1) of the Civil Code, such donation was void, because it was "made between persons who were guilty of adultery or concubinage at the time of the donation."

The prohibition against donations between spouses[35] must likewise apply to donations between persons living together in illicit relations; otherwise, the latter would be better situated than the former.[36] Article 87 of the Family Code now expressly provides thus:

"Art. 87. Every donation or grant of gratuitous advantage, direct or indirect, between the spouses during the marriage shall be void, except moderate gifts which the spouses may give each other on the occasion of any family rejoicing. The prohibition shall also apply to persons living together as husband and wife without a valid marriage." (Italics supplied)

Regarding the registration of the property in petitioner's name, it is enough to stress that a certificate of title under

the Torrens system aims to protect dominion; it cannot be used as an instrument for the deprivation of ownership.[37] It has been held that property is conjugal if acquired in a common-law relationship during the subsistence of a preexisting legal marriage, even if it is titled in the name of the common-law wife.[38] In this case, a constructive trust is deemed created under Article 1456 of the Civil Code, which we quote:

“Art. 1456. If property is acquired through mistake or fraud, the person obtaining it is, by force of law, considered a trustee of an implied trust for the benefit of the person from whom the property comes.”

The registration of the property in petitioner’s name was clearly designed to deprive Rodolfo’s legal spouse and compulsory heirs of ownership. By operation of law, petitioner is deemed to hold the property in trust for them. Therefore, she cannot rely on the registration in repudiation of the trust, for this case is a well-known exception to the principle of conclusiveness of a certificate of title.[39]

Second Issue:

Ruling on Illegitimate Filiation

Not Proper

It is petitioner’s alternative submission that her children are entitled to a share in the disputed property, because they were voluntarily acknowledged by Rodolfo as his children. Claiming that the issue of her children’s illegitimate filiation was duly established in the trial court, she faults the CA for ruling that the issue was improper in the instant case.

Her position is untenable.

Indeed, it has been ruled that matters relating to the rights of filiation and heirship must be ventilated in the proper probate court in a special proceeding instituted precisely for the purpose of determining such rights.[40] Sustaining the appellate court in *Agapay v. Palang*,[41] this Court held that the status of an illegitimate child who claimed to be an heir to a decedent’s estate could not be adjudicated in an ordinary civil action which, as in this case, was for the recovery of property.

Considerations of due process should have likewise deterred the RTC from ruling on the status of petitioner’s children. It is evident from the pleadings of the parties that this issue was not presented in either the original[42] or the Supplemental Complaint[43] for reconveyance of property and damages; that it was not pleaded and specifically prayed for by petitioner in her Answers[44] thereto; and that it was not traversed by respondents’ Reply to the Supplemental Complaint.[45] Neither did petitioner’s Memorandum,[46] which was submitted to the trial court, raise and discuss this issue. In view thereof, the illegitimate filiation of her children could not have been duly established by the proceedings as required by Article 887 of the Civil Code.[47]

In view of the foregoing reasons, the CA cannot be faulted for tackling the propriety of the RTC’s ruling on the status of the children of petitioner, though she did not assign this matter as an error. The general rule -- that only errors assigned may be passed upon by an appellate court -- admits of exceptions. Even unassigned errors may be taken up by such court if the consideration of those errors would be necessary for arriving at a just decision or for serving the interest of justice.[48]

The invocation by petitioner of Articles 19[49] and 21[50] of the Civil Code is also unmeritorious. Clearly, the illegitimate filiation of her children was not the subject of inquiry and was in fact not duly established in this case. Thus, she could not have shown that respondents had acted in bad faith or with intent to prejudice her children. These are conditions necessary to show that an act constitutes an abuse of rights under Article 19.[51] She also failed to show that respondents -- in violation of the provisions of Article 21 of the Civil Code -- had acted in a manner contrary to morals, good customs or public policy.

Moreover, we note that the issue concerning the applicability of Articles 19 and 21 was not raised by petitioner in the trial court or even in the CA. Hence, she should not be permitted to raise it now. Basic is the rule that parties may not bring up on appeal issues that have not been raised on trial.[52]

WHEREFORE, the Petition is hereby DENIED, and the assailed Decision and Resolution of the Court of Appeals AFFIRMED. Costs against petitioner.

SO ORDERED.

Davide, Jr., C.J., (Chairman), Ynares-Santiago, Carpio, and Azcuna, JJ., concur.

[1] Rollo, pp. 10-53.

[2] Id., pp. 119-133. Sixth Division. Penned by Justice Teodoro P. Regino and concurred in by Justices Eugenio S. Labitoria (Division chairman) and Rebecca de Guia-Salvador (member).

[3] Id., p. 161.

[4] CA Decision, pp. 14-15; rollo, pp. 132-133.

[5] Id., pp. 2-9 & 120-127.

[6] The case was deemed submitted for decision on October 7, 2003, upon the Court's receipt of respondents' Memorandum, signed by Atty. Edgar B. Francisco of Francisco & Francisco. Petitioner's Memorandum, signed by Atty. Teresita S. de Guzman of the Public Attorney's Office (PAO), was received on July 30, 2003.

[7] Petitioner's Memorandum, pp. 19-20; rollo, pp. 250-251.

[8] Exhibit "A," Marriage Contract between Rodolfo and Lourdes Reyes.

[9] In the absence of a marriage settlement, the conjugal partnership of gains (CPG) is ordained.

[10] Article 175 of the Civil Code.

[11] Article 143 of the Civil Code.

[12] *Diancin v. CA*, 345 SCRA 117, 122, November 20, 2000; *Francisco v. CA*, 359 Phil. 519, 526, November 25, 1998; *Tan v. CA*, 339 Phil. 423, 430-431, June 10, 1997.

[13] This is defined under §1 of Rule 131 of the Rules of Court as follows:

"Section 1. Burden of Proof. - Burden of proof is the duty of a party to present evidence on the facts in issue necessary to establish his claim or defense by the amount of evidence required by law."

[14] §1, Rule 133 of the Rules of Court.

[15] *Jison v. CA*, 350 Phil.138, 173, February 24, 1998.

[16] Article 144 of the Civil Code reads in full:

"ART. 144. When a man and a woman live together as husband and wife, but they are not married, or their marriage is void from the beginning, the property acquired by either or both of them through their work or industry or their wages and salaries shall be governed by the rules on co-ownership."

[17] *Tumlos v. Spouses Fernandez*, 386 Phil. 936,950, April 12, 2000; *Valdes v. RTC*, Br. 102, Quezon City, 328

Phil.1289, 1296, July 31, 1996; *Juaniza v. Jose*, 89 SCRA 306, 308, March 30, 1979.

[18] *Tumlos v. Spouses Fernandez*, *supra*.

[19] *Agapay v. Palang*, 342 Phil. 302, 310, July 28, 1997.

[20] *Twin Towers Condominium Corporation v. CA*, 398 SCRA 203, 222, February 27, 2003; *Yu Bun Guan v. Ong*, 419 Phil 845, 854, October 18, 2001; *Boneng v. People*, 363 Phil. 594, 600, March 4, 1999.

[21] *Ninoy Aquino International Airport Authority v. CA*, 398 SCRA 703, 710, March 10, 2003; *Spouses Calvo v. Spouses Vergara*, 423 Phil. 939, 947, December 19, 2001; *Sps. Uy Tansipek v. Philippine Bank of Communications*, 423 Phil. 727, 733, December 14, 2001.

[22] This was released by Warner Barnes & Co., Inc.; Exhibit “C,” records, p. 15; rollo, p. 62.

[23] See Exhibit “F,” Deed of Absolute Sale dated July 12, 1979.

[24] See Exhibit “I,” Application for Mortgage Loan.

[25] Exhibit “I-1.”

[26] See Exhibit “H.” The mortgage was executed by Milagros Joaquinio to secure the loan of Rodolfo Reyes, whom she had appointed as her attorney-in-fact, also on July 12, 1979. See also Exhibit “G,” Special Power of Attorney.

[27] See Exhibit “J,” Ledger of Payments re Account of Rodolfo Reyes.

[28] *Ibid*.

[29] See Exhibit “K,” Certification dated August 18, 1982 from Commonwealth Insurance Company, which confirmed that Philam Life Insurance Company had paid the balance of the mortgage loan account of Rodolfo Reyes.

[30] Her Service Record, Exhibit “4,” showed that she was employed only until July 19, 1961, as clerk at the Office of the Governor of Cebu.

[31] Exhibits “10” and “40.” These Affidavits, dated April 7, 1986 and November 27, 1987, were executed by Teresa Joaquinio-Bermejo and Jesus B. Joaquinio -- petitioner’s sister and brother, respectively.

[32] See Exhibit “39.”

[33] *De la Torre v. CA*, 381 Phil. 819, 829, February 8, 2000; *Midas Touch Food Corporation v. National Labor Relations*, 328 Phil. 1033, 1044, July 29, 1996.

[34] The Absolute Deed of Sale over the drugstore was executed on February 14, 1975. Exhibit “3,” Folder of Exhibits.

[35] Article 133 of the Civil Code

[36] *Arcaba v. Vda. de Batocael*, 370 SCRA 414, 422, November 22, 2001; *Matabuena v. Cervantes*, 148 Phil. 295, 298-299, March 31, 1971.

[37] *Adriano v. CA*, 385 Phil. 474, 485-486, March 27, 2000 (citing *Padilla v. Padilla*, 74 Phil. 377, 383, October 4, 1943).

[38] *Belcodero v. Court of Appeals*, 227 SCRA 303, 307-308, October 20, 1993 (cited in *Adriano v. CA*, *supra*).

[39] Adriano v. CA, supra; Padilla v. Padilla, supra.

[40] Agapay v. Palang, supra, p. 313.

[41] Supra.

[42] Records, pp. 7-11.

[43] Id., pp. 115-117.

[44] Id., pp. 27-19 and pp. 113-115, respectively.

[45] Id., pp. 124-125.

[46] Id., pp. 206-219.

[47] The Article requires that all cases of illegitimate filiation must be duly proved.

[48] De Vera Jr. v. CA, 419 Phil. 820, 834, October 18, 2001; Diamonon v. Department of Labor and Employment, 384 Phil. 19, 23, March 7, 2000.

[49] Article 19 of the Civil Code, which embodies the principle of abuse of rights, provides:

“Art. 19. Every person must, in the exercise of his rights and in the performance of his duties, act with justice, give everyone his due, and observe honesty and good faith.”

[50] Article 21 of the Civil Code reads as follows:

“Art. 21. Any person who willfully causes loss or injury to another in a manner that is contrary to morals, good customs or public policy shall compensate the latter for the damage.”

[51] Barons Marketing Corp. v. CA, 286 SCRA 96, 105, February 9, 1998.

[52] Lazaro v. CA, 423 Phil. 554, 558, December 14, 2001; Magellan Capital Management Corporation v. Zosa, 355 SCRA 157, 170, March 26, 2001; Sumbad v. CA, 308 SCRA 575, 596, June 21, 1999.

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