

**HEIRS OF VICENTE REYES, REPRESENTED BY DOMINADOR REYES;
HEIRS OF APOLONIA REYES SAMSON, REPRESENTED BY MILAGROS
FRANCISCO; MONICO REYES PALMARIO; FELICISIMA REYES
CHING-CUANCO; ...**

G.R. NO. 157959. March 28, 2007

Ponente: AZCUNA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-157959/>

AZCUNA, J.:

This is a petition for review on certiorari[1] assailing the Decision[2] and Resolution[3] of the Court of Appeals (CA) dated February 10, 2003 and April 28, 2003, respectively, in CA-G.R. CV No. 71807.

The case stemmed from the action for partition and accounting filed by the children of the siblings of the late Eustaquia Reyes[4] against Magno Sarreal, Anatalia Reyes and Gloria Reyes-Paulino, Eustaquia's husband and nieces, respectively, in relation to a parcel of land situated in Balintawak, Quezon City, with an area of Seven Thousand Four Hundred Eighty-Four (7,484) square meters (the "property").

The property was originally registered in the name of Eustaquia under Transfer Certificate of Title (TCT) No. 26031 issued by the Registry of Deeds of Quezon City and was inherited by her prior to her marriage to Magno Sarreal.

On June 5, 1963, Eustaquia leased a portion of the property to ACME Abrasive Manufacturing Corporation (ACME) for a period of twenty (20) years commencing on June 1, 1963 until June 1, 1983.[5] The lease contract provided that ACME as the lessee shall have the right to build, construct and place additional improvements within the property during the term of the lease subject to the condition, among others, that upon the expiration of such term, the ownership of all the improvements found within the leased property would automatically be transferred to the lessor without need for reimbursement.[6] The contract was thumbmarked by Eustaquia as the lessor, with Magno Sarreal likewise affixing his signature to the instrument to indicate his marital consent to the transaction.[7]

On January 24, 1979, Eustaquia purportedly sold the property to private respondents Anatalia Reyes and Gloria Reyes-Paulino in a notarized document entitled "Patuluyang Pagbibili ng Lupa" (Deed of Absolute Sale).[8] In the second paragraph of the deed, Eustaquia expressly stated that the property was paraphernal or exclusive in character and did not belong to the conjugal partnership because it formed part of her inheritance. Accordingly, it was only her signature and thumbmark which appeared on the deed. Anatalia and Gloria subsequently divided the property between themselves and registered their respective shares under their own names.[9]

Eustaquia died of natural causes on May 7, 1987.[10]

On May 17, 1993, the children of the siblings of Eustaquia who predeceased her filed a complaint with the Regional Trial Court (RTC) of Quezon City for partition and accounting with receivership against Magno Sarreal and private respondents herein, Anatalia Reyes and Gloria Reyes-Paulino. They allegedly just discovered that the

property was clandestinely, fraudulently and unlawfully divided between private respondents who caused its registration in their names under TCT Nos. 272976 and 272977 by means of simulated or fictitious and unlawful conveyances. They contended that, not having waived or repudiated their lawful shares and participation in the property, they are co-owners of the resulting subdivision lots with private respondents, the same being held in trust by the latter for the co-ownership. Similarly, the rents from the market stalls on the property belong not only to private respondents but also to them and private respondents should be made to account for all rents received from the date of Eustaquia's death. They further prayed that the property be placed under receivership pending the resolution of the case.[11]

Private respondents filed a joint answer[12] to the complaint claiming, among others, that 1) the complaint does not state any cause of action; 2) they are the owners in fee simple of the property under TCT Nos. 272977 and 272976; 3) complainants are not compulsory heirs of Eustaquia; and 4) the title to the property has been transferred in the names of private respondents pursuant to a valid sale long before the death of Eustaquia.

A separate answer[13] was filed on behalf of Magno Sarreal by his purported guardian ad litem and natural daughter, Aida Sarreal, which admitted virtually all the allegations of the complaint except the portion which stated that the property belonged exclusively to Eustaquia. It alleged that the property, while originally paraphernal, became conjugal in character because of "the improvements introduced therein from the income of the spouses and/or from the income or fruits of their separate properties."

However, at that time, it appeared that the status of Aida Sarreal as guardian ad litem was still in issue in two pending consolidated civil cases, namely, Civil Case No. Q-51482[14] and Special Proceeding No. 50893.[15] The appointed guardian ad litem of Magno in those cases, the University of the Philippines' Office of Legal Aid, filed a motion to be appointed as guardian ad litem of Magno, which the RTC granted in an order[16] dated August 26, 1994. Thereafter, the Office of Legal Aid filed, on his behalf, the answer[17] dated September 5, 1994 which now denied for lack of knowledge the personal circumstances of the complainants, their relationship to their respective progenitors and to Eustaquia, and the relationship of complainants and private respondents to each other and of private respondents to Eustaquia. The paraphernal character of the property was likewise denied, with Magno now claiming that the property was part of the conjugal partnership from the very beginning.

On December 12, 1994, Magno died and was substituted as defendant by Celerina Sarreal Kamantigue, his sister, and Aida Sarreal.[18] During pre-trial, the parties agreed that the sole issue to be resolved in the case was whether the sale of the property to private respondents was simulated or fictitious.

On September 11, 1996, petitioners' separate applications for receivership were denied.[19] Thereafter, trial ensued. Petitioners presented as witnesses Celerina Sarreal Kamantigue, Monico Reyes Palmario and Aida Sarreal. The sole witness for the defense, on the other hand, was private respondent Gloria Reyes-Paulino.

After the parties presented their respective evidence, another motion for the appointment of a receiver was filed by the children of Eustaquia's siblings but before a ruling could be made thereon, the decision[20] dated September 7, 2001 was rendered by the RTC on September 12, 2001 in favor of petitioners which 1) declared the Deed of Absolute Sale executed between Eustaquia and private respondents null and void; 2) ordered the Register of Deeds of Quezon City to cancel TCT Nos. 272976 and 272977; 3) allowed the partition of the property among the legal heirs of Eustaquia and the legal heirs of her deceased husband, Magno; 4) appointed the Branch Clerk of Court as commissioner for the purpose of partitioning the property and rendering an account of all income received from the date of Eustaquia's death; 5) pending partition, appointed the Clerk of Court as receiver of the property; and 6) ordered the defendants to pay attorney's fees, litigation expenses and costs of suit.

Not satisfied, private respondents appealed the decision to the CA. On February 10, 2003, the CA reversed the

decision of the RTC and rendered the assailed Decision,[21] the dispositive portion of which reads:

WHEREFORE, the appealed decision is REVERSED and SET ASIDE, and another is entered:

- a) Dismissing the complaint;
- b) Revoking the appointment of a receiver over the property in suit;
- c) Discharging forthwith the appointed receiver, Atty. Mercedes Gatmaytan, the Clerk of Court of the Regional Trial Court of Quezon City; and
- d) Ordering the discharged receiver to restore forthwith the possession of the subject property to the appellants Anatalia Reyes and Gloria Reyes-Paulino and render a full accounting and settlement of her receivership to the latter.

The CA pointed out that during pre-trial, the parties agreed that the sole issue that would limit or control the course of the trial was whether the conveyance of the property to private respondents was simulated or fictitious. The CA ruled that the burden of proof, which rested upon complainants in this instance, was not met, after finding that the testimonies of the complainants' two witnesses[22] to the effect that private respondents had no means or source of income that would enable them to buy the property and that they merely lived with the spouses Eustaquia and Magno

Sarreal during their lifetime were mere generalities and fell short of the "clear, convincing and more than merely preponderant evidence necessary to overcome the notarized deed of sale." [23] The CA, moreover, found the testimony of private respondent Gloria Reyes-Paulino more convincing in that she was able to establish she was earning an income and that she lived with her husband independently of the spouses Eustaquia and Magno.

The CA held that the RTC showed undue bias in favor of complainants by resolving the case on issues not agreed upon during the pre-trial, particularly with regard to the true nature of the property and whether the same was paraphernal or conjugal. It should be kept in mind that because the property was deemed conjugal, the RTC held that the Deed of Absolute Sale which did not bear Magno's signature was void.

Thereafter, separate motions for reconsideration[24] were filed by the children of Eustaquia's siblings and the heirs of Magno Sarreal. Collaborating counsel for private respondents, on the other hand, filed a notice of entry of appearance with omnibus motion.[25] The omnibus motion, attached as Annex "A" to the notice, prayed for 1) the revocation of the appointment of the receiver over the property; 2) the discharge of the appointed receiver; and 3) an order for the discharged receiver to restore possession of the property to private respondents.

After petitioners interposed their comment/opposition to the omnibus motion, another collaborating counsel for private respondents filed a notice of entry of appearance with application for damages against receiver's bond[26] on March 25, 2003 praying that the receiver's bond in the amount of P1,000,000.00 be declared liable for damages sustained by private respondents. On April 2, 2003, private respondents also filed, with leave of court, a consolidated comment to the motions for reconsideration filed by petitioners.

In the assailed Resolution dated April 28, 2003, private respondent's omnibus motion for the immediate execution of the directives regarding the receivership and accounting aspects of the CA decision was granted. Private respondents' application for damages against the receiver's bond was, on the other hand, referred to the RTC for hearing and disposition. Finally, petitioners' motions for reconsideration were denied for lack of merit.

This petition was thereupon filed on May 9, 2003. This Court issued a status quo order on May 15, 2003, to stop the immediate execution of the CA decision and resolution.

Petitioners anchor their petition on the following grounds:

- Respondent Court of Appeals committed serious deviations from the law and settled jurisprudence in holding

that the land in dispute did not become conjugal property of the late spouses Magno Sarreal and Eustaquia Reyes and in reversing the trial court on the issue of nullity of the deed of sale.

- Respondent Court likewise erred most grievously in overturning the trial court's factual findings on the basis of a uniquely one-sided or lopsided treatment of the facts and in total disregard of the tenet in law that issues of credibility should be left for the trial court to resolve because unlike the appellate court, it had the opportunity to observe the demeanor of witnesses at close range.
- Respondent Court acted in grave abuse of discretion tantamount to excess of jurisdiction when it ordered the trial court to issue forthwith a writ of execution of the directives in its decision despite their lack of finality.
- The Resolution turns a blind eye upon the ruling of the Honorable Supreme Court in *Heirs of the Late Justice Jose B.L. Reyes vs. Court of Appeals* (338 SCRA 282), and has the deleterious effect of opening the door to a dissipation of the fruits of the property in dispute to the grave detriment of the petitioners should the assailed Decision be reversed by the Honorable Court.

The crux of the present controversy involves the resolution of validity or invalidity of the conveyance of the property to private respondents.

The trial court concluded on the basis of the evidence presented that the Deed of Absolute Sale was void for not embodying the consent of Eustaquia's husband. The conclusion was drawn upon the finding of the RTC that the property subject of the deed was conjugal in character due to the improvements constructed thereon at the expense of the conjugal partnership.

To reiterate, in reversing the decision of the trial court, the CA pointed out that the RTC had gone beyond the scope of the lone issue agreed upon by the parties during pre-trial, that is, whether the sale of the property to private respondents was simulated or fictitious.

The Court is mindful of the rule that the determination of issues at a pre-trial conference bars the consideration of other questions on appeal. A pre-trial is meant to serve as a device to clarify and narrow down the basic issues between the parties, to ascertain the facts relative to those issues and to enable the parties to obtain the fullest possible knowledge of the issues and facts before civil trials and thus prevent trials from being carried on in the dark. Thus, to obviate the element of surprise, parties are expected to disclose at a pre-trial conference all issues of law and fact which they intend to raise at the trial, except such as may involve privileged or impeaching matters.[27] The rule, however, is not to be applied with rigidity and admits of certain exceptions.[28]

There is merit in petitioners' claim that the limitation upon the issue embodied in the pre-trial order did not control the course of the trial. The issue on the nature of the property was embodied in the pleadings filed by the parties subsequent to the complaint and was actively litigated by them without any objection on the part of private respondents. In view thereof, the latter are deemed to have given their implied consent for the RTC to try this issue. It is worthy to note that a careful perusal of the RTC decision would reveal that the trial court found it unnecessary to make a categorical finding as to whether the deed was simulated or fictitious, the focal point being the character of the property at the time of the transfer to private respondents. While it is true that the RTC cited the evidence introduced by petitioners to establish that the sale was simulated or fictitious, it did not make a clear and definitive ruling on this matter, and instead stated as follows:

While these circumstances may be considered in the determination of the alleged fraud in the transfer of property by way of Deed of Sale allegedly executed by Eustaquia Reyes in favor of defendants Gloria Reyes-Paulino and Anatalia Reyes, the Court is nevertheless confronted with a significant factual element which, by and in itself alone and independent of circumstances indicative of fraud, nullifies the said Deed of Sale. There is a clear absence of Magno Sarreal's signature in the Deed of Sale of the subject property in favor

of Gloria Reyes-Paulino and Anatalia Reyes. [29]

Contrary to the assumption made by the CA, the deed was clearly not nullified on the basis that it was simulated or fictitious. Rather, the ruling was that the absence of Magno's conformity rendered the deed of absolute sale fatally defective. In this regard, the evidence relied upon by the RTC to support its conclusion that the property had become conjugal and therefore required Magno's consent was principally the testimony of Monico Reyes Palmario as well as the lease agreement executed with ACME, to wit:

After a careful examination of the testimonial and documentary evidence adduced by both parties, it appears to the Court that:

x x x

- The subject property was acquired by Eustaquia Reyes prior to her marriage to Magno Sarreal. During the lifetime of the marriage, improvements were made thereon as declared in page 4 Paragraph XI (Exhibit "A-7") of the Lease Agreement showing that all improvements in the said parcel of land as of June 5, 1983, at the expiration of the lease, shall belong to the lessors. Witness plaintiff Monico Reyes Palmario likewise testified that he had been engaged by the spouses as a carpenter and mason to make improvements on the property. He made repairs on the buildings constructed on the property. He further testified that there were at least ten (10) houses on the said property and a building housing a knitting company. (TSN of October 2, 1997, p. 10)

x x x

As in the Embrado Case, the sale of the subject property to defendants Gloria Reyes-Paulino and Anatalia Reyes was void because Magno Sarreal did not consent to the sale, which consent was necessary because the property is conjugal, hence the consent of Magno Sarreal as spouse is necessary. While it is true that the parcel of land covered by TCT 26031 was acquired by Eustaquia Reyes prior to her marriage to defendant Sarreal, it was established that improvements were made consisting of houses, buildings for rent. Likewise, all improvements introduced thereon by Acme-Abrasive Manufacturing Corporation upon the expiration of the lease on June 5, 1983 became conjugal properties of Spouses Eustaquia Reyes Sarreal and Magno Sarreal. There is no substantial evidence presented as to the source of funds used in the improvements but it was testified upon that the same were made during the subsistence of the marriage hence the presumption that the funds used were conjugal stands. "Under Article 158 of the Civil Code, the land becomes conjugal upon the construction of the building without awaiting reimbursement before or at the liquidation of the partnership upon the concurrence of two conditions, to wit: (a) the construction of the building at the expense of the partnership; and (b) the ownership of the land by one of the spouses (Embrado vs. Court of Appeals, supra)." Thus, in this instant case, while the land originally belonged to Eustaquia Reyes, the same became conjugal upon the construction of improvements thereon.[30]

In the present case, the CA considered only the improvements introduced by ACME during the subsistence of the latter's lease to determine whether the property became conjugal. It ruled in the negative after concluding that these improvements were not at the partnership's expense, but rather at the expense of the lessee.

It is argued by private respondents that the improvements made by ACME did not transform the character of the property from being paraphernal into being conjugal. The statutory requirement set forth under Article 158 of the Civil Code[31] is that the improvements have to be made or undertaken at the expense of the conjugal partnership. Under the terms of the lease agreement, the lessee was allowed to build on the property at its own expense, subject to the condition that after the termination of the lease, ownership over the same would inure to the benefit of the lessor. This Court agrees that the expense incurred by ACME in constructing the buildings on Eustaquia's property cannot be construed as being converted into an expense taken against the civil fruits of the property by virtue of the lease. Rather, under the terms of the lease contract, it was the building itself that would

inure to the lessor as fruits but only at the end of the lease period on June 1, 1983. At that time, however, Eustaquia had already sold the land, on January 24, 1979, to private respondents. Hence, the transfer of the ownership of the building from the lessee to the lessor could not convert the land into conjugal property since the land itself no longer belonged to one of the spouses at that time.

This notwithstanding, the RTC did not rely solely upon the improvements introduced by ACME in ruling that the property became conjugal. As mentioned above, it likewise gave full faith and credence to the testimony of Monico Reyes Palmario who testified that there were houses and buildings that were constructed on the property prior to the purported sale to private respondents.

The CA, however, held otherwise, stating that the testimony of private respondent Gloria Reyes-Paulino was more credible, thus:

The complaint, however, never mentioned any "house" or a "building occupied by a knitting company"; it confined itself only to a "parcel of land" and "market stalls." Hence, Palmario must be referring to another land and his lack of certitude is confirmed by his inability to be sure of the number of houses that he was talking about.

Indeed, appellant GLORIA, who is renting one of those "houses" or apartments from Eustaquia and Magno, and who is thus more knowledgeable of the place and hence, more reliable, declared that they are outside the land in controversy.[32]

Applying the well-known test of credibility called the actor's rule, it is the witness whose action is more closely connected to the point at issue that should be given more credence.[33] In the present case, the RTC gave credence to the testimony of petitioner Monico Reyes Palmario, who claimed he worked as carpenter on the property in question, and there were houses and buildings constructed on the property including a knitting factory. The CA, however, sustained the testimony of private respondent Gloria Reyes-Paulino, who rented from the spouses Eustaquia and Magno one of the "houses" or apartments, and lived therein, and who testified that these houses and buildings were on a different property. As between these two witnesses, the latter is more reliable since her act of renting and living in one of the "houses" or apartments makes her the actor more closely related to the point at issue, i.e., whether or not the houses were on the property in question. For while a carpenter would not concern himself with the title of the property, a lessee would normally look into the title covering the property leased, including its precise location or boundaries, and in fact Gloria Reyes-Paulino testified that the lot on which the house she rented was found had a separate title.

Accordingly, the CA aptly held as follows:

For his part, plaintiff-appellee Monico Reyes Palmario testified on "more or less" ten (10) houses constructed on the land in dispute by EUSTAQUIA and Magno, on which he even had the occasion to work on them as a carpenter, aside from a building occupied by a knitting company, viz.:

"Q And will you also inform this Honorable Court if the spouses Magno Sarreal and Eustaquia Reyes had left any property?

"A Yes, sir, they have a portion of land and a "paupahang bahay".

"Q Do you know where is this parcel of land?

"A Balintawak, sir, Samson Road.

["Q] What city?

"A Balintawak, sir.

x x x x x x x x

"Q Do you know the area of this parcel of land?

"A Seven thousand square meters, sir.

"Q Is that parcel of land you identified the same parcel of land subject matter of this case?

"A Yes, sir.

"Q Mr. witness, do you have any occasion to work on the Seven Thousand square meter parcel of land?

"A Yes, sir.

"Q What was that work that you did, Mr. Witness?

"A I worked as a carpenter, sir.

"Q You made mention of house. How many houses are there inside this property?

"A More or less ten (10) houses, sir.

"Q By the way, who was . . . or who spent for the construction of those houses, if you know?

"A The spouses Eustaquia Reyes and Magno Sarreal, sir.

"Q Aside from those houses, do you know if there are other improvements or other building inside the property?

"A Yes, sir, knitting company.

"Q Who owns the building that occupy the factory?

"A Spouses Eustaquia Reyes and Magno Sarreal, sir."

The complaint, however, never mentioned any "house" or a "building occupied by a knitting company;" it confined itself only to a "parcel of land" and "market stalls." Hence, Palmario must be referring to another land and his lack of certitude is confirmed by his inability to be sure of the number of the houses that he was talking about.

Indeed, appellant GLORIA, who is renting one of those "houses" or apartments from EUSTAQUIA and Magno, and who is thus more knowledgeable of the place and, hence, more reliable declared that they are outside the land in controversy.

"Q Now, let us talk about the parcel of land. How far is this parcel of land from the place where you were residing in 1979?

"A It is just at the back, sir.

"Q Do you mean to tell us that the land of which your apartment was situated is not part of the parcel of land with an area of 7,484 square meters?

"A No, sir.

"Q When you say "hindi", the lot on which your apartment was situated has a separate title of its own?

"A Yes, sir. [34]

"Q And the title to that apartment was in the name of the spouses?

"A Yes, sir.

Be that as it may, the improvements referred to by the trial court which purportedly made the property conjugal consisted of "houses, buildings for rent" and "improvements introduced thereon by lessee Acme-Abrasive Manufacturing Corporation upon the expiration of the lease on June [1], 1983." It said:

"As in the Embrado Case, the sale of the subject property to defendants Gloria Reyes Paulino and Anatalia Reyes was void because Magno Sarreal did not consent to the sale, which consent was necessary because the property is conjugal hence the consent of Magno Sarreal as spouse is necessary. While it is true that the parcel of land covered by TCT 26031 was acquired by Eustaquia Reyes prior to her marriage to defendant Sarreal, it was established that improvements were made consisting of houses, buildings for rent. Likewise, all improvements introduced thereon by lessee Acme-Abrasive Manufacturing Corporation upon the expiration of the lease on June [1], 1983 became the conjugal properties of Spouses Eustaquia Reyes Sarreal and Magno Sarreal. There is no substantial evidence presented as to the source of funds used in the improvements but it was testified upon that the same were made during the subsistence of the marriage hence the presumption that the funds used were conjugal stands. "Under Article 158 of the Civil Code, the land becomes conjugal upon the construction of the building without awaiting reimbursement before or at the liquidation of the partnership upon the concurrence of two conditions, to wit: (a) the construction of the building at the expense of the partnership, and (b) the ownership of the land by one of the spouses. (Embrado vs. Court of Appeals, supra)" Thus, in this instant case, while the land originally belonged to Eustaquia Reyes, the same became conjugal upon the construction of improvements thereon."

The "houses or apartments being outside the land in suit, the only improvements that should be looked into in the case at bench are the "improvements introduced thereon by the lessee Acme-Abrasive Manufacturing Corporation." In this connection, it is worth reiterating that paragraph XI of the contract of lease provided:

"XI

That this contract of lease shall be for a period of TWENTY (20) YEARS from June 1st, 1963 and expiring on June 1st 1983; and that upon termination of the period of this contract, the ownership of all the improvements found within the leased property, (except machineries of any kind, stocks, furniture and other personal property found in the building) shall be automatically transferred to the LESSOR without reimbursement and without paying the cost and value thereof to the LESSEE; and that if it is necessary for the LESSEE to execute and deliver papers, documents and other writings, whatsoever to effect the transfer of the ownership of all the said improvements to the LESSOR, the LESSEE shall execute and deliver the same to the LESSOR."

Two (2) decisive facts are clearly discernible therefrom: first, no conjugal fund ever went into the construction of the improvements as they were all done at the expense of the lessee; and second, the improvements shall devolve to the ownership of the lessor only upon the expiration of the lease.

The lease expired on June 1, 1983. At that time, the lessor was no longer EUSTAQUIA but the appellants ANATALIA and GLORIA. This is for the simple reason that in the interim, or on January 24, 1979, the lessor EUSTAQUIA sold the land to ANATALIA and GLORIA who thereupon succeeded EUSTAQUIA as lessor. Necessarily, ANATALIA and GLORIA became the owners of the land, together with all the improvements thereon, upon the expiration of the lease on June 1, 1983, being already the lessors on that date. Logically, too, when EUSTAQUIA sold the property, it was still paraphernal, as she correctly repeatedly emphasized in the deed of sale "paraphernal or exclusive property" ko, at hindi "conjugal" naming mag-asawa; ito ay aking minana o isang inheritance property." Resultantly, when EUSTAQUIA died on May 7, 1987, the plaintiffs, including the surviving husband, Magno Sarreal, could no longer inherit the property from her since she was then not anymore the owner thereof.[35]

Accordingly, since the property sold by Eustaquia to private respondents on January 24, 1979 was paraphernal,

the consent of Magno was not required and the sale cannot be held invalid on the basis of its absence.

WHEREFORE, the petition is DENIED and the assailed Decision and Resolution dated February 10, 2003 and April 28, 2003, respectively, rendered by the Court of Appeals in CA-G.R. CV No. 71807 are hereby AFFIRMED. The status quo order issued by this Court on May 15, 2003 is LIFTED effective upon the finality of this Decision.

Costs against petitioners.

SO ORDERED.

Puno, C.J., (Chairperson), Sandoval-Gutierrez, Corona, and Garcia, JJ., concur.

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

[2] Rollo, pp. 45-81.

[3] Id. at 83-91.

[4] Vicente Reyes, Apolonia Reyes Samson, Monico Reyes Palmario, Felicisima Reyes Chingcuanco, Julia Reyes, Leonora Reyes, Edilberta Reyes, Maxima Reyes, Bienvenido Reyes, Manuel Reyes Samson, Calixto Eugenio, Agripino Eugenio, Brigido Eugenio, Arsenio Francisco, Mario Samson, Gliserio Samson, Crispin Samson, Numeriano Samson, Fermentia Samson, Martin Samson, Elpidia Samson, Ricardo Samson, Victorino Samson, Emiliano D. Samson, Jr., Carmelita Samson Vergara, Sheila Ann V. Samson, and Francisco Samson.

[5] Records, pp. 248-253.

[6] Id. at 249 and 251.

[7] Id. at 252.

[8] Id. at 407-408.

[9] Id. at 405-406.

[10] Id. at 350.

[11] Id. at 3-5.

[12] Id. at 32-35.

[13] Id. at 64-65.

[14] An action for recognition of illegitimate child entitled "Aida Sarreal v. Magno Sarreal."

[15] Entitled "In Re: Guardianship of Magno Sarreal for Guardianship of an Incompetent."

[16] Records, p. 136.

[17] Id. at 137-148.

[18] Id. at 213-214.

[19] Id. at 255-256.

[20] Id. at 556-563.

[21] Rollo, pp. 45-81.

[22] Monico Reyes Palmario and Celerina Sarreal Kamantigue.

[23] Rollo, p. 65.

[24] CA Rollo, pp. 216-231, 286-290.

[25] Id. at 233-246.

[26] Id. at 273-274.

[27] Caltex (Phils.), Inc. v. Court of Appeals, G.R. No. 97753, August 10, 1992, 212 SCRA 448.

[28] Son v. Son, G.R. No. 73077, December 29, 1995, 251 SCRA 556.

[29] Records, p. 560.

[30] Rollo, p. 113.

[31] Civil Code, ARTICLE 158.

Improvements, whether for utility or adornment, made on the separate property of the spouses through advancements from the partnership or through the industry of either the husband or the wife, belong to the conjugal partnership.

Buildings constructed, at the expense of the partnership, during the marriage on land belonging to one of the spouses, also pertain to the partnership, but the value of the land shall be reimbursed to the spouse who owns the same.

[32] Rollo, pp. 74-75.

[33] See, passim, MOORE ON FACTS.

[34] Emphasis ours.

[35] Rollo, pp. 73-78.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.