

**SPOUSES PATRICIO AND MYRNA BERNALES, PETITIONERS, VS.
HEIRS OF JULIAN SAMBAAN, NAMELY: EMMA S. FELICILDA, ANITA
S. SAMBAAN, VIOLETA S. DADSANAN, ABSALON S. SAMBAAN,
AGUSTINE S. ...**

G.R. No. 163271. January 15, 2010

Ponente: DEL CASTILLO, J.

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DEL CASTILLO, J.:

A legal tussle among children is a nightmare for their parents. Sometimes, this happens when pecuniary interests takes precedence over family relationship. In the instant case, we are at the forefront of a family squabble over a disputed land situated in Cagayan de Oro City which was purportedly conveyed to the eldest child through a Deed of Absolute Sale.[1]

Branch 18 of the Regional Trial Court (RTC) of Misamis Oriental[2] rendered judgment in favor of the herein respondents, which was affirmed in toto by the Court of Appeals[3] (CA). Alleging that the CA Decision[4] is not in accordance with law and jurisprudence, as well as the evidence on record, petitioners now come to us via the instant Petition for Review on Certiorari.[5]

Factual Antecedents

Julian Sambaan (Julian), married to Guillerma Saarenas-Sambaan (Guillerma), was the registered owner of a property located at Bulua, Cagayan de Oro City. The lot was covered by Transfer Certificate of Title (TCT) No. T-14202[6] issued on March 8, 1972, and more particularly described as follows:

A parcel of land (Lot No. 5947-A of the Subdivision Plan (LRC) Psd-138019, being a portion of Lot No. 5947, Cagayan Cadastre, LRC Cad. Rec. No. 1572) situated in the Barrio of Bulua, City of Cagayan de Oro, Island of Mindanao x x x containing an area of THREE THOUSAND SIX HUNDRED FORTY THREE (3,643) SQUARE METERS, more or less.

The respondents herein and the petitioner Myrna Bernales (Myrna) are the children of Julian and Guillerma. Myrna, who is the eldest of the siblings, is the present owner and possessor of the property in question.

Sometime in 1975, Julian was ambushed at Merayon, Talakad, Bukidnon, and was hospitalized due to a gunshot wound. On April 11, 1975, Julian allegedly requested his children to gather so that he could make his last two wishes. Julian's first wish was for the children to redeem the subject property which was mortgaged to Myrna and her husband Patricio Bernales (Patricio), while his second wish was for his remains not to be brought to the house of Myrna at Nazareth, Cagayan de Oro City. Thus, in 1982, respondent Absalon Sambaan (Absalon), one of Julian's children, offered to redeem the property but the petitioners refused because they were allegedly using the property as tethering place for their cattle.

In January 1991, respondents received information that the property covered by TCT No. T-14202 was already transferred to petitioners' name. Whereupon, they secured a copy of the Deed of Absolute Sale dated December 7,

1970 which bore the signatures of their parents and had it examined by the National Bureau of Investigation (NBI). The result of the examination revealed that the signatures of their parents, Julian and Guillerma, were forged.

Proceedings before the Regional Trial Court

Thus, on April 13, 1993, the respondents, together with their mother Guillerma, filed a Complaint for Annulment of Deed of Absolute Sale and Cancellation of Transfer Certificate of Title No. T-14204 with Damages and Writ of Preliminary Injunction[7] against herein petitioners. They alleged that in spite of the forged signature of their parents, the petitioners were able to register the Deed of Absolute Sale with the Registry of Deeds of Cagayan de Oro City and secure TCT No. T-14204[8] on March 8, 1972. They prayed for an injunctive relief in order to prevent the petitioners from selling, disposing, or mortgaging said property. They further prayed that (i) the Deed of Absolute Sale and TCT No. T-14204 be annulled; (ii) they be declared the absolute owners of the property; (iii) all documents executed, made and entered into relative to the said title be declared void; and, (iv) the petitioners be ordered to pay them P300,000.00 as moral and exemplary damages, and P50,000.00 as attorney's fees plus P1,000.00 as appearance fee.

On May 6, 1992, petitioners filed their Answer,[9] alleging that the subject property (Lot No. 5947-A) used to be a portion of Lot No. 5947, which was originally owned by Clodualdo Sambaan (Clodualdo) and Gliceria Dacer (Gliceria). Lot No. 5947 is more particularly described as follows:

A parcel of land (Lot No. 5947 of the Cadastral Survey of Cagayan) situated at Bulua, Cagayan de Oro City. Bounded on the NE., by Lot No. 5984 and 5948; E., by Lot Nos. 5948 and 5946, SW., by Lot No. 5946; and on the NW., by Lot No. 5984, containing an area of 7,286 square meters, more or less, under Tax Declaration No. 21421 and covered by Original Certificate of Title No. 7921 issued on September 23, 1940.

After the death of Clodualdo and Gliceria in 1949, their heirs, namely, Alicia Lago, wife of Pedro Gacusan; Bernardo Lago (single); Gloria Lago, wife of Jimmy Angco; Dionesia Lago, married to Paulino Unat; Prysabetero Sambaan, married to Rosario Zaragosa; Juanito Sambaan, married to Renerio Galos; Leo Sambaan, married to Adeloisa Tambulian; Renato Sambaan, married to Adelina Ablon; Aida Sambaan (single); Julian Sambaan, married to Guillerma Saarenas; Paz Sambaan, wife of Rufinito Lago; and, Bernie Sambaan, married to Alicia Sabuero, executed an Extra Judicial Settlement and Sale[10] dated April 10, 1970 involving the abovementioned land covered by Original Certificate of Title (OCT) No. 7921.

It appears, however, that Juanito, Aida and Renato sold their share to a certain Domingo Ebarrat (Ebarrat). Hence, a portion of the property belonged to Julian while another portion belonged to Ebarrat. In view of the co-ownership between Ebarrat and Julian, the former and the latter executed a Deed of Partition[11] dated September 8, 1970 whereby Lot No. 5947 was divided. The eastern half with an area of 3,643 square meters was assigned to Julian, while the western half with the same area went to Ebarrat.

Petitioners claimed that Julian subsequently sold his share to them by virtue of a Deed of Absolute Sale [12] dated December 7, 1970. The said property is described as follows:

A Parcel of land (Lot No. 5947-A, being a portion of Lot No. 5947, Cadastral Survey of Cagayan) situated at Bulua, Cagayan de Oro City. Bounded on the North by Lot Nos. 5947-B and 5948, Cad. 237; South by Lot Nos. 5946, Cad-237; East by Lot Nos. 5948 and 5946, Cad. 237; and West by Lot No. 5947-B, containing an area of 3643 square meters, more or less, covered by OCT No. 7921 (now TCT No. T-14202) of the Registry of Deeds of Cagayan de Oro City.

Thereafter, on December 10, 1970, Ebarrat and Patricio executed an Agreement[13] wherein Ebarrat acknowledged that petitioners are the owners of the 18 coconut trees planted in Ebarrat's property and even made

Julian as a witness to the said Agreement.

In addition, petitioners alleged that the imputation of falsification of the signatures of Julian and Guillerma is a product of respondents' inflamed imagination because the latter envy them for they have been successful in managing their properties. Petitioners thus prayed that judgment be rendered dismissing the complaint; affirming their title over the controverted property and ordering respondents to pay them P500,000.00 as moral damages; P300,000.00 as exemplary damages; P50,000.00 as attorney's fees and costs of litigation.

On July 27, 1992, petitioners filed a Motion for Production and Inspection of Document[14] to compel respondents to produce and permit them to inspect and to copy or photograph the Deed of Absolute Sale subject matter of said examination. Thereafter, the trial court issued an Order[15] dated August 14, 1992 granting the motion and directing the Regional Office of the NBI to bring the document to court so that the same may be properly examined.

On August 11, 1992, Guillerma died in Cagayan de Oro City and was accordingly dropped as co-plaintiff.

After trial on the merits, the trial court rendered its Decision[16] dated August 2, 2001 ruling in favor of the respondents, the dispositive portion of which reads:

WHEREFORE, in view of the foregoing, the plaintiffs were able to establish a strong preponderance of evidence in their favor. Accordingly, Transfer Certificate of Title No. T-14204 is hereby declared NULL AND VOID, and is hereby CANCELLED. Let another title be issued in the name of the late Julian Sambaan. The defendants are jointly and severally directed to pay the plaintiffs the sum of P20,000.00 as moral damages, P20,000.00 as attorney's fees and P1,671.00 representing actual expenses.[17]

Proceedings before the Court of Appeals

Petitioners, alleging among others that the trial court erred in finding that the signature of Julian on the assailed document was a forgery, went to the CA by way of ordinary appeal. On August 20, 2003, the CA rendered a Decision affirming the findings of the trial court, the dispositive portion of which reads:

WHEREFORE, premises considered, the appealed Decision dated August 2, 2001 of the Regional Trial Court of Cagayan de Oro City, Branch 18, in Civil Case no. 92-179 is hereby AFFIRMED in toto. Costs against appellants.[18]

Petitioners filed a Motion for Reconsideration[19] which was denied by the CA in its Resolution[20] dated March 17, 2004.

Issues

In this Petition for Review on Certiorari, petitioners assail the Decision of the CA on the following grounds:

A. THE COURT OF APPEALS ERRED WHEN IT RULED THAT PRESCRIPTION DID NOT BAR RESPONDENTS' ACTION TO RECOVER OWNERSHIP OF THE SUBJECT PROPERTY.

B. THE COURT OF APPEALS ERRED WHEN IT DISREGARDED SETTLED PRINCIPLES ON THE ADMISSIBILITY AND APPRECIATION OF OPINIONS OF EXPERT WITNESSES IN ITS BLANKET ACCEPTANCE OF THE INADEQUATE TESTIMONY OF THE DOCUMENT EXAMINER WHO WAS COMMISSIONED BY RESPONDENTS PRIOR TO THE COMMENCEMENT OF CIVIL CASE NO. 92-179.

C. THE COURT OF APPEALS ERRED WHEN IT DISREGARDED THE RULES OF EVIDENCE IN ARRIVING AT THE CONCLUSION THAT THE DEED OF ABSOLUTE SALE WAS A FORGED DOCUMENT ON THE BASIS OF SPECIMEN SIGNATURES THE GENUINENESS OF WHICH WERE

NEVER ESTABLISHED.

D. THE COURT OF APPEALS ERRED WHEN IT DISREGARDED LEGAL PRINCIPLES ON HANDWRITING COMPARISON IN USING SPECIMEN SIGNATURES OF GUILLERMA SAMBAAN THAT WERE MADE AT THE TIME AND FOR THE SPECIFIC PURPOSE OF THE HANDWRITING ANALYSIS OF THE DEED OF ABSOLUTE SALE.

E. THE COURT OF APPEALS ERRED WHEN IT DISREGARDED JURISPRUDENCE ON THE PROOF REQUIRED TO ESTABLISH FORGERY IN ARRIVING AT THE CONCLUSION THAT THE SIGNATURE OF JULIAN SAMBAAN ON THE DEED OF ABSOLUTE SALE WAS FORGED BECAUSE IT BELIEVED THAT GUILLERMA SAMBAAN'S SIGNATURE WAS ALSO FORGED.

F. THE COURT OF APPEALS CONTRAVENED THE LEGAL RULES GOVERNING THE APPRECIATION OF DOCUMENTS IN RULING AGAINST THE VALIDITY OF JULIAN SAMBAAN'S SALE OF THE SUBJECT PROPERTY TO PETITIONERS DESPITE THE EXISTENCE OF THE AGREEMENT DATED 10 DECEMBER 1970 CONFIRMING THE SALE.

G. THE COURT OF APPEALS ERRED IN AFFIRMING THE TRIAL COURT'S AWARD OF DAMAGES IN FAVOR OF RESPONDENTS AND IN DISMISSING PETITIONERS' COUNTERCLAIMS FOR DAMAGES.

Our Ruling

The core issue to be resolved in the present controversy is the authenticity of the Deed of Absolute Sale which is a question of fact rather than of law. In *Manila Bay Club Corporation v. Court of Appeals*,^[21] we held that for a question to be one of law, it must involve no examination of the probative value of the evidence presented by the litigants or any of them. There is a question of law when the doubt or difference arises as to what the law is pertaining to a certain state of facts. On the other hand, there is a question of fact when the doubt arises as to the truth or the falsity of alleged facts.^[22]

In the case at bench, the issues raised by the petitioners are essentially factual matters, the determination of which are best left to the courts below. Well-settled is the rule that the Supreme Court is not a trier of facts. Factual findings of the lower courts are entitled to great weight and respect on appeal, and in fact accorded finality when supported by substantial evidence on the record.^[23] Substantial evidence is more than a mere scintilla of evidence. It is that amount of relevant evidence that a reasonable mind might accept as adequate to support a conclusion,^[24] even if other minds, equally reasonable, might conceivably opine otherwise.^[25] But to erase any doubt on the correctness of the assailed ruling, we have carefully perused the records and, nonetheless, arrived at the same conclusion. We find that there is substantial evidence on record to support the Court of Appeals and trial court's conclusion that the signatures of Julian and Guillerma in the Deed of Absolute Sale were forged.

The examination conducted by the NBI disclosed that Julian and Guillerma's signatures were forged.

We find that both the trial court and the Court of Appeals correctly gave probative value to the testimony of the NBI Senior Document Examiner Caroline Moldez Pitoy, who categorically testified that the signatures of Julian and Guillerma in the Deed of Absolute Sale were forged, viz:^[26]

Atty. Dalisay:

As Senior Document Examiner of the National Bureau of Investigation, do [sic] you have [the] occasion of examining [sic] the signatures of Julian Sambaan and Guillerma Saarenas by virtue of the case of the Regional

Director, Regional Office of the National Bureau of Investigation, Cagayan de Oro City?

A:

Yes sir.

x x x x

Q:

What was the result of the findings on the signatures of Julian Sambaan and Guillerma Saarenas Sambaan appearing on the Deed of Sale dated December 12, 1990.

A:

After [conducting] comparative examinations x x x on the standard specimen signatures of Julian Sambaan [and Guillerma Sambaan] as well as the x x x questioned x x x signatures x x x we found out that [they were] not written by one and the same person.[27]

x x x x

Q:

What was the procedure which you have taken x x x in examining the authenticity of the signatures of Guillerma Saarenas Sambaan?

A:

Per Standard Operating Procedures, the first thing we did upon receipt of the documents submitted to us is to check x x x the documents attached to the basic letter-request and then the questioned and standard documents were classified as to the sufficiency and appropriateness of the standards, and then these were evaluated, after which, they were marked accordingly, then we go to examining all the standard/specimens first, to determine whether the handwriting is done by one and the same person before comparing with the questioned and standard signatures. x x x After they were found to be written by one and the same person, before comparing with the questioned documents, the handwriting characteristics were properly observed in these two (2) sheets of photographs, then, the final evaluation is made, after which, a written report is made as a result of the examination, then the same is forwarded to the Document Examiner for re-examination and this Examiner affixes his signature and submits the same to the Chief of the Division for approval and the said report passes to the office of the Regional Director for final approval.

Petitioners failed to present any evidence to rebut the findings of the NBI handwriting expert.

Moreover, the findings of the NBI document examiner were corroborated by the trial court's own observation, as affirmed by the CA, that "even a cursory examination of Guillerma's questioned signature from her specimen signatures in the enlarged photographs (Exhibits `F' and `F-1') would show that it needs no expert witness to notice the wide difference in stroke, as well as the writing style in capital `G'." [28] What is more, Emma S. Felicilda, the daughter of then deceased Guillerma, likewise testified that "in fact my mother was the one who filed the complaint in this instant case because according to her, she did not sign the said document". [29]

The fact that the examination was commissioned by the respondents did not make said examination null and void.

It is of no moment that the examination of the Deed of Absolute Sale was commissioned by the respondents. In the end, it is the court which has the discretion and authority on whether to give probative value to the results of

the examination. As held in *Sali v. Abubakar*,^[30] the fact that the NBI conducted the examination of certain contested documents upon the request of a private litigant does not necessarily nullify the examination thus made:

x x x Its purpose is, presumably, to assist the court having jurisdiction over said litigations, in the performance of its duty to settle correctly the issue relative to said documents. Even a non-expert private individual may examine the same, if there are facts within his knowledge which may help the courts in the determination of said issue. Such examination, which may properly be undertaken by a non-expert private individual, does not, certainly, become null and void when the examiner is an expert and/or an officer of the NBI.

Indeed, any person, expert or not, either in his private or in his official capacity, may testify in court on matters, within his personal knowledge, which are relevant to a suit, subject to the judicial authority to determine the credibility of said testimony and the weight thereof. [On] the other hand, the question whether a public official may or shall be ordered or permitted by his superior to examine documents and testify thereon in a given case, is one mainly administrative in character, which is within the competence of said superior officer, or the Bureau Director or Head of the Office, or the corresponding department head to decide, and is independent of the validity of the examination thus made or of the credence and weight to be given by the Court to the conclusions reached, in consequence of said examination, by the official who made it.

The procedures taken by the NBI document examiner did not violate Section 22, Rule 132 of the Rules of Court.

We are not swayed by petitioners' allegation that the comparisons made by the document examiner, the CA and the trial court, of Guillerma's signature in the Deed of Absolute Sale and her specimen signatures, violated Section 22, Rule 132^[31] of the Rules of Court on the authentication of private documents. It should be borne in mind that in this case respondents were not presenting evidence to authenticate a private document. On the contrary, they are challenging the signatures appearing in the Deed of Absolute Sale.

The confluence of the following circumstances prove by preponderance of evidence that the Deed of Absolute Sale was forged.

Records show that Julian was unaware of any absolute conveyance of his rights over the subject property in favor of petitioners. As found by the trial court and affirmed by the CA, Julian even requested his children to redeem subject property from the petitioners. In furtherance of his father's request, Absalon offered to redeem the subject property from the petitioners in 1982, however, the latter refused because they were allegedly using the same as tethering place for their cattle.^[32]

The caretaker of the subject property, Eufonio Abrea, also testified on cross-examination that there were times when the brothers and sisters of Myrna went to the land and asked for coconuts.^[33] Petitioners take this to imply that the respondents "never owned the subject property because they had to ask for coconuts from petitioners, who were the real owners of the property."^[34] We disagree with this interpretation. Harvesting of coconuts requires specialized skills; an ordinary person who does not know how to climb necessarily has to ask the caretaker to get the coconuts for him or her.

In addition, Myrna admitted that she was not present when her parents signed the assailed Deed of Absolute Sale.^[35] Neither was she cognizant of who the witnesses were to the said deed.^[36] Interestingly, Guillerma, one of the alleged signatories, would have been privy to the transaction that involved her husband. Yet, she joined herein respondents in filing an action for the Annulment of the Deed of Absolute Sale on the ground of forgery.

Lastly, the trial court and the CA were one in proclaiming that considering that the subject property belongs to Julian's capital, the execution of the assailed Deed of Absolute Sale could be validly made by Julian even without his wife's signature.^[37] As a matter of fact, the wife's name was not typed in the assailed deed and her purported signature merely appears next to the supposed signature of Julian. This only confirms that the person who

prepared the deed knew that her signature was unnecessary for the assailed document.

The trial court and the CA further concluded:

x x x If such was the case, we are in a query why the signature of GUILLERMA must have to be forged when her consent, as spouse of JULIAN, is not necessary to the execution of the Deed of Absolute Sale? The answer to this is simple: JULIAN never executed the assailed Deed of Absolute Sale in favor of MYRNA and such deed conveys no ownership in favor of the appellants.[38]

Conclusions and findings of fact by the trial court are entitled to great weight on appeal and should not be disturbed unless for strong and cogent reasons because the trial court is in a better position to examine real evidence, as well as to observe the demeanor of the witnesses while testifying in the case.[39] The fact that the CA adopted the findings of fact of the trial court makes the same binding upon this court.[40] In *Philippine Airlines, Inc. v. Court of Appeals*, [41] we held that factual findings of the CA which are supported by substantial evidence are binding, final and conclusive upon the Supreme Court. A departure from this rule may be warranted where the findings of fact of the CA are contrary to the findings and conclusions of the trial court,[42] or when the same is unsupported by the evidence on record.[43] There is no ground to apply the exception in the instant case, however, because the findings and conclusions of the CA are in full accord with those of the trial court.

The forged Deed of Absolute Sale is null and conveys no title.

Having affirmed the findings of fact of both the CA and the trial court that the signatures of Julian and Guillerma are forgeries, we now come to the question of the validity of the transfer of title to the petitioners.

In *Sps. Solivel v. Judge Francisco*,[44] we held that:

x x x in order that the holder of a certificate for value issued by virtue of the registration of a voluntary instrument may be considered a holder in good faith for value, the instrument registered should not be forged. When the instrument presented is forged, even if accompanied by the owner's duplicate certificate of title, the registered owner does not thereby lose his title, and neither does the assignee in the forged deed acquire any right or title to the property.

x x x The innocent purchaser for value protected by law is one who purchases a titled land by virtue of a deed executed by the registered owner himself, not by a forged deed, as the law expressly states. x x x

In *Instrade, Inc. v. Court of Appeals*,[45] we reiterated the said ruling maintaining that "[A]s early as *Joaquin v. Madrid*, x x x, we said that in order that the holder of a certificate for value issued by virtue of the registration of a voluntary instrument may be considered a holder in good faith and for value, the instrument registered should not be forged". Indubitably, therefore, the questioned Deed of Absolute Sale did not convey any title to herein petitioners. Consequently, they cannot take refuge in the protection accorded by the Torrens system on titled lands.

Thus, we hold that with the presentation of the forged deed, even if accompanied by the owner's duplicate certificate of title, the registered owner did not thereby lose his title, and neither does the assignee in the forged deed acquire any right or title to the said property. The CA has aptly arrived at the same conclusion in its August 20, 2003 Decision affirming in toto the August 2, 2001 Decision of the RTC of Cagayan de Oro City ratiocinating that:

It is significant to stress that the main thrust in the case at bench is the regularity and validity of the assailed Deed of Absolute Sale dated December 7, 1970 (Record p. 374, Exhibit "3") allegedly executed by JULIAN in favor of the appellants. As such, we must not confuse the issue at hand by averring that other documents should be considered in determining the validity of the deed of absolute sale. The reason is simple: the valid

execution of the Deed of Absolute Sale will convey and transfer ownership in favor of appellants title based on the rule that by the contract of sale one of the contracting parties obligates himself to transfer ownership of and to deliver a determinate thing, and the other to pay therefor a sum certain in money or its equivalent (Coronel vs. Court of Appeals, 263 SCRA 15). The fact that the assailed Deed was not signed by JULIAN and the signatures of JULIAN and GUILLERMA were forged per findings of the NBI Senior Document Examiner, it can therefore be inferred that the subsequent issuance of Transfer Certificate of Title No. T-14204 has no basis at all since ownership was not conveyed to appellants by reason of the forged Deed.

In addition, as to the issue that the Agreement dated December 10, 1970 (Record p. 375, Exhibit "4") executed between DOMINGO and PATRICIO were excluded, we believe there is no need to delve on the said Agreement since the same will not in any way give justification to the forgery committed in the Deed of Absolute Sale. As explained by the court a quo, to which we concur, appellees should not be faulted because they are not lawyers, and as such they may not be able to appreciate the legal logic between Exhibits "3" and "4".[46]

Prescription did not bar respondents' action to recover ownership of the subject property.

Citing Article 1454[47] of the Civil Code, petitioners assert that since the respondents admit that there was a mortgage transaction between Julian and herein petitioners involving the subject property there is no dispute that an implied trust was created by operation of law. In which case, respondents' right to reconveyance had already prescribed when they filed the annulment case on April 3, 1992, or more than 10 years after petitioners' repudiated such implied trust.

On the other hand, respondents assert that the element of consent is totally wanting in the assailed Deed of Absolute Sale because the signatures of Julian and Guillerma, which is equivalent to their consent, were forged by the petitioners.[48] They maintain that the absence of consent made the said document null and void.[49] Hence, this case falls under the purview of Article 1410 of the Civil Code which provides that an action to declare the inexistence of void contracts does not prescribe.[50]

We agree with the respondents. The supposed vendor's signature having been proved to be a forgery, the instrument is totally void or inexistent as "absolutely simulated or fictitious" under Article 1409 of the Civil Code.[51] According to Article 1410, "the action or defense for the declaration of the inexistence of a contract does not prescribe". The inexistence of a contract is permanent and incurable which cannot be cured either by ratification or by prescription.[52]

The award of moral damages and attorney's fees is proper.

On this aspect, we must consider the blood relations among the parties. One of the respondents, Emma S. Felicilda, testified on cross examination that they had high regard for Myrna, their eldest sister.[53] The same was echoed by respondent Anita Sambaan on cross examination.[54] They could not believe that Myrna would keep and appropriate the land for herself and transfer the title exclusively to her name.[55] On direct examination, respondent Emma S. Felicilda likewise testified that the forgery caused them anger and bad emotions.[56]

Moreover, it was Julian's dying wish for the property to be redeemed from the petitioners.[57] Hence, it is not unexpected that the sentimental significance of the property and the anger and emotions caused by the unlawful transfer of the same have moved the respondents to recover the same through the instant action. We therefore hold that the award of P20,000.00 as moral damages is proper.

In addition, in view of the complexity of the instant case and the multiple levels of appeal that this case had gone through, we also affirm the award of attorney's fees of P20,000.00 as well as the actual damages of P1,671.00 incurred by the prevailing party which was substantiated during trial.

On a final note, it bears stressing that the arguments raised by the petitioners are essentially the same issues they put forward before the CA which have been duly passed upon and considered by the appellate court in affirming the RTC Decision in toto.

WHEREFORE, the petition is DENIED.

SO ORDERED.

Carpio, (Chairperson), Brion, Abad and Perez, JJ., concur.

[1] Records, p. 374.

[2] Penned by Judge Edgardo T. Lloren.

[3] Penned by Associate Justice Mercedes Gozo-Dadole and concurred in by Associate Justices Delilah Vidallon-Magtolis and Rosmari D. Carandang.

[4] Rollo, pp. 45-64.

[5] Id. at 10-43.

[6] Records, pp. 5-6.

[7] Id. at 1-4.

[8] Id. at 7.

[9] Id. at 34-40.

[10] Id. at 41-42.

[11] Id. at 372-373.

[12] Id. at 374.

[13] Id. at 375.

[14] Id. at 73-74.

[15] Id. at 84.

[16] Id. at 538-547.

[17] Rollo, pp. 265-266.

[18] Id. at 64.

[19] CA rollo, pp. 144-155.

[20] Id. at 186.

[21] 315 Phil. 805, 820 (1995).

[22] Id.

[23] Xentrex Motors, Inc. v. Court of Appeals, 353 Phil. 258, 262 (1998).

[24] Judge Español v. Judge Mupas, 484 Phil. 636, 657 (2004).

[25] Bascos, Jr. v. Tagahanan, G.R. No. 180666, February 18, 2009.

[26] Rollo, pp. 369-372.

[27] Emphasis supplied.

[28] Rollo, p. 53.

[29] TSN, April 13, 1994, p. 7.

[30] 124 Phil. 444, 447-448 (1966).

[31] Sec. 22. How genuineness of handwriting proved. - The handwriting of a person may be proved by any witness who believes it to be the handwriting of such person because he has seen the person write, or has seen writing purporting to be his upon which the witness has acted or been charged, and has thus acquired knowledge of the handwriting of such person. Evidence [in respect to] the handwriting may also be given by a comparison, made by the witness or the court, with writings admitted or treated as genuine by the party against whom the evidence is offered, or proved to be genuine to the satisfaction of the judge.

[32] Rollo, p. 47.

[33] TSN, February 11, 1997, p. 33.

[34] Rollo, p. 362.

[35] TSN, July 5, 1996, p. 20 reads on cross-examination:

Q: But you were not present when the alleged signature was affixed. Is that correct?

A: I was not present.

[36] TSN, August 21, 1995, p. 16 reads on direct examination:

Q: Did you know who were the witnesses to the signing of this document?

A: No, sir.

[37] Records, p. 59.

[38] Id.

[39] Chase v. Buencamino, Sr., 221 Phil. 65, 78 (1985).

[40] 395 Phil 791, 801 (2000).

[41] 341 Phil. 624, 633 (1997).

[42] Republic v. Court of Appeals, 373 Phil. 1, 13 (1999).

[43] Alba Vda. De Raz v. Court of Appeals, 372 Phil. 710, 725 (1999).

[44] 252 Phil. 223, 231 (1989).

[45] 395 Phil 791, 801 (2000).

[46] Rollo, pp. 60-61.

[47] Article 1454. If an absolute conveyance of property is made in order to secure the performance of an obligation of the grantor toward the grantee, a trust by virtue of law is established. If the fulfilment of the obligation is offered by the grantor when it becomes due, he may demand reconveyance of the property to him.

[48] Rollo, p. 425.

[49] Id. at 427.

[50] Id. at 425.

[51] Villanueva v. Court of Appeals, G.R. No. 84464, June 21, 1991, 198 SCRA 472, 479.

[52] Arturo M. Tolentino, COMMENTARIES AND JURISPRUDENCE ON THE CIVIL CODE OF THE PHILIPPINES Volume IV, p. 633.

[53] TSN, April 13, 1994, p. 26.

[54] TSN, March 28, 1995, p. 13.

[55] TSN, April 13, 1994, p.26; March 28, 1995, p. 13.

[56] Id at 8.

[57] Id. at 47.

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