

**EPIFANIA DELA CRUZ, SUBSTITUTED BY LAUREANA V. ALBERTO,
PETITIONER, VS. SPS. EDUARDO C. SISON AND EUFEMIA S. SISON,
RESPONDENTS.**

G.R. NO. 163770. February 17, 2005

Ponente: YNARES-SANTIAGO, J.

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YNARES-SANTIAGO, J.:

Before us is a petition for review on certiorari under Rule 45 of the Rules of Court, assailing the Decision dated April 20, 2004,[1] of the Court of Appeals in CA-G.R. CV No. 55006, which reversed and set aside the Decision dated March 20, 1996,[2] of the Regional Trial Court of Lingayen, Pangasinan, Branch 38, declaring as valid the Deed of Absolute Sale dated November 24, 1989, executed by the deceased petitioner in favor of the respondents.

Initially, the complainant in this case was Epifania S. Dela Cruz (Epifania), but she died on November 1, 1996, while the case was pending in the Court of Appeals. Upon her demise, she was substituted by her niece, Laureana V. Alberto.

Epifania claimed that sometime in 1992, she discovered that her rice land in Salomague Sur, Bugallon, Pangasinan, has been transferred and registered in the name of her nephew, Eduardo C. Sison, without her knowledge and consent, purportedly on the strength of a Deed of Sale she executed on November 24, 1989.

Epifania thus filed a complaint before the Regional Trial Court of Lingayen, Pangasinan, to declare the deed of sale null and void. She alleged that Eduardo tricked her into signing the Deed of Sale, by inserting the deed among the documents she signed pertaining to the transfer of her residential land, house and camarin, in favor of Demetrio, her foster child and the brother of Eduardo.

Respondents, spouses Eduardo and Eufemia Sison (Spouses Sison), denied that they employed fraud or trickery in the execution of the Deed of Sale. They claimed that they purchased the property from Epifania for P20,000.00. They averred that Epifania could not have been deceived into signing the Deed of Absolute Sale because it was duly notarized before Notary Public Maximo V. Cuesta, Jr.; and they have complied with all requisites for its registration, as evidenced by the Investigation Report by the Department of Agrarian Reform (DAR),[3] Affidavit of Seller/Transferor,[4] Affidavit of Buyer/Transferee,[5] Certification issued by the Provincial Agrarian Reform Officer (PARO),[6] Letter for the Secretary of Agrarian Reform,[7] Certificate Authorizing Payment of Capital Gains Tax,[8] and the payment of the registration fees. Some of these documents even bore the signature of Epifania, proof that she agreed to the transfer of the property.

Respondents asserted that they have been in open, continuous, and peaceful possession of the land since November 24, 1989; in fact, they have been receiving the fruits and produce of the land since they purchased the same, as corroborated by Manuel C. Rafon, the caretaker of the property.[9]

On March 20, 1996, the trial court rendered judgment in favor of Epifania, the dispositive portion of which reads:

Wherefore, in view of the considerations discussed above, the court hereby renders judgment in favor of the

plaintiff and against the defendants.

- Declaring the deed of sale marked exhibit “A” not valid and without legal force and effect;
- Ordering and enjoining the defendants from disturbing the plaintiff’s possession over the land covered by exhibit “A”;
- Ordering the defendants to pay the plaintiff the sum of Three Thousand (P3,000.00) Pesos as atty’s fee and Two Thousand (P2,000.00) Pesos as litigation expenses and to further pay the costs of the proceedings.

All other claims are denied for lack of basis.

SO ORDERED.[10]

The trial court found that Eduardo deceived Epifania into signing the assailed deed by interspersing the same with the documents executed by the latter in favor of her foster son, Demetrio Sison.[11] The trial court noted that two sets of residence certificates were used by Epifania for the year 1989, for which the respondents gave no explanation. It also observed that there was no reason for Epifania to sell her properties as she was not financially hard-up at the time of the sale.

Dissatisfied with the trial court’s decision, the spouses Sison appealed to the Court of Appeals, which disposed of the appeal as follows:

WHEREFORE, premises considered, the appealed judgment is REVERSED and SET ASIDE, and a new one entered DECLARING as valid the Deed of Absolute Sale dated November 24, 1989 executed by the plaintiff-appellee in favor of the defendants-appellants.

SO ORDERED.[12]

In reversing the trial court, the Court of Appeals declared that Epifania’s allegation of trickery and fraud in the execution of the questioned deed of sale, was bare and unsupported. Taken alone, it did not constitute the required convincing proof as would overcome the presumption that a private document duly acknowledged before a notary public, except a last will and testament, is a public instrument which will also serve as evidence of the fact which gave rise to its execution as well as its date.[13]

Hence, this petition, raising the following errors:

I.

THE COURT OF APPEALS GRAVELY ERRED IN SUSTAINING THE PRESUMPTION OF DUE EXECUTION OF THE QUESTIONED DEED OF SALE.

II.

THE COURT OF APPEALS GRAVELY ERRED IN HOLDING THAT THE QUESTIONED DEED OF SALE IS VALID.

III.

THE COURT OF APPEALS GRAVELY ERRED IN NOT UPHOLDING THE CONCLUSIONS AND FINDINGS OF FACT BY THE TRIAL COURT.[14]

The sole issue for resolution is whether the deed of absolute sale is valid.

The issue of whether fraud attended the execution of a contract is factual in nature. Normally, this Court is bound by the appellate court's findings, unless they are contrary to those of the trial court, in which case we may wade into the factual dispute to settle it with finality.[15] After a careful perusal of the records, we sustain the Court of Appeals' ruling that the Deed of Absolute Sale dated November 24, 1989 is valid.

Petitioner asserts that the presumption of due execution of the questioned deed of sale does not apply in the instant case, Epifania being 79 years old at the time she signed the questioned deed of sale and unable to read and understand the English language used therein. Petitioner cites Article 1332 of the Civil Code, which states:

ART. 1332. When one of the parties is unable to read, or if the contract is in a language not understood by him, and mistake or fraud is alleged, the person enforcing the contract must show that the terms thereof have been fully explained to the former.

During her testimony, Epifania insisted that she cannot read,[16] and yet, her avowal is inconsistent with her own complaint where she alleged:

7. She only read the document on top of the other several copies and found the same to be the deed in favor of Demetrio C. Sison and being made to believe by Eduardo C. Sison that the other copies are the same as the deed in favor of Demetrio C. Sison, she signed all the other copies which Eduardo made her sign;[17] (Emphasis supplied)

To us, these contradictory statements do not establish the fact that Epifania was unable to read and understand the English language. There being no evidence adduced to support her bare allegations, thus, Epifania failed to satisfactorily establish her inability to read and understand the English language. It is well settled that a party who alleges a fact has the burden of proving it.[18] Consequently, the provisions of Art. 1332 does not apply.

Although Epifania was 79 years old at the time of the execution of the assailed contract, her age did not impair her mental faculties as to prevent her from properly and intelligently protecting her rights. Even at 83 years, she exhibited mental astuteness when she testified in court. It is, therefore, inconceivable for her to sign the assailed documents without ascertaining their contents, especially if, as she alleges, she did not direct Eduardo to prepare the same.

A comparison of the deed of sale in favor of Demetrio and the deed of sale in favor Eduardo, draws out the conclusion that there was no trickery employed. One can readily see that the first deed of sale is in all significant respects different from the second deed of sale. A casual perusal, even by someone as old as Epifania, would enable one to easily spot the differences. Epifania could not have failed to miss them. The Court of Appeals observed, thus:

... Exhibit 14 was prepared using a different type writer with much bigger font, lending weight to the claim that it was executed on a later date, December 14, 1989. That it bore a different residence certificate number, 14416455J, may be said to have caused by an inadvertent error, but which error was likely committed in the earlier deed in favor of Eduardo itself, which shows the number 14416456J hand-printed along with the date of issue of November 23, 1989. The error in the date of the certificate, November 23, 1989 instead of January 23, 1989, may likely be because the deed of sale to Eduardo was executed in November. Surely any deliberate trickery by Eduardo could not have gone as far as creating these differences and errors, which could not conceivably have helped him conceal his alleged surreptitious insertion of copies of the deed in his favor into the sheaves of documents he presented for signing by appellee.[19]

Indeed, if the intention was to deceive, both deeds of sale should have been mirror images as to mislead Epifania into thinking that she was signing what appeared to be the same document.

In addition, the questioned deed of sale was duly notarized. It is a settled rule that one who denies the due

execution of a deed where one's signature appears has the burden of proving that, contrary to the recital in the jurat, one never appeared before the notary public and acknowledged the deed to be a voluntary act.[20] Epifania never claimed her signatures as forgeries. In fact, Epifania never questioned the deed of sale in favor of Demetrio, accepting it as a valid and binding document. It is only with respect to the deed of sale in favor of Eduardo that she denies knowledge of affixing her signature. Unfortunately, for both parties, the notary public, Atty. Maximo V. Cuesta, Jr. before whom they appeared, died prior to the filing of the case.

Hence, we apply the rule that documents acknowledged before notaries public are public documents which are admissible in evidence without necessity of preliminary proof as to their authenticity and due execution. They have in their favor the presumption of regularity, and to contradict the same, there must be evidence that is clear, convincing and more than merely preponderant.[21] The burden of proof to overcome the presumption of due execution of a notarial document lies on the one contesting the same. Petitioner failed to discharge this burden.

It does not follow that since Epifania maintained bank deposits, that she never intended to sell the rice land. As respondents have pointed out, Epifania had stopped making bagoong at the time of the execution of the deed of sale.[22] It is thus logical for a 79-year old woman with no means of income to find other ways to support herself. Notably, petitioner herself pointed out that as of August 16, 1990, her deposit decreased from P1,005,857.66 to P346,760.58, which only shows that she needed money between 1988-1990.[23] The possibility that she sold her property to acquire additional cash is therefore not remote, especially if we take into account that, twenty days after the sale to Eduardo, Epifania also sold to Demetrio her residential land, house and camarin.

We uphold the findings of the Court of Appeals that the series of official acts and processes leading to the transfer of the tax declaration in the name of Eduardo lend credence to the due execution of the questioned deed of sale, thus:

Defendants then have every reason to maintain that they are now the absolute owners of the subject land. The series of subsequent official acts and processes pertinent to the transfer thereof to appellant can only lend credence to the due execution of the questioned deed of sale. By virtue of said deed, Tax Declaration No. 57 in plaintiff-appellee's name was cancelled and Tax Declaration No. 4754 was issued in the names of defendants-spouses (Exh. 2). As to whether defendants are now the possessors of the land and have been receiving their share of the produce since 1989 up to the present, there is the affidavit to that effect of Manuel Rafon, a long-time tenant of the land in question (Exh. 3), as well as an earlier affidavit by him also dated November 24, 1989 that he continued to till the subject land as tenant (Exh.13). We also cannot ignore the investigation report of the DAR (Exh. 4) in regard to appellant's application for transfer of ownership, wherein the MARO, Erlinda R. Lomibao, found that the appellant was entitled to the necessary certification or clearance.

Significantly, it must also be mentioned that the appellee also contemporaneously executed a notarized "Affidavit of Seller/Transferor" (Exh. 5), acknowledging that she has sold 1.45 hectares of her OLT retention area to appellant Eduardo Sison. Said instrument is also a public document, to overcome which appellee failed also to adduce convincing evidence. Then there is the certification or clearance issued by the Provincial Agrarian Reform Office for purposes of registration of the lot in the name of the defendants-appellants (Exh. 6). The Revenue District Officer Dante Canullas also approved the transfer to appellant when he issued a certificate authorizing registration (Exh. 7). There is even the letter of the appellee to the Secreary of Agrarian Reform that the area from which she sold a portion to Eduardo came from her retention limit under PD 27. The obvious purpose of her letter was to facilitate the transfer to Eduardo.[24]

The testimony of Municipal Agrarian Reform Officer Erlinda Lomibao demonstrates the intent of Epifania to sell her land to the former. According to Lomibao, both Epifania and Eduardo appeared before her twice, to facilitate the issuance of the clearance over the transfer of the property. The DAR visitors' logbook showed the names and

signatures of both parties written one after the other.[25]

These overwhelming documentary evidence presented by the respondents prove that the spouses Sison bought the property from Epifania. These documents are too varied from each other to have been accomplished through trickery and fraud. She could not have signed all these documents, including that of Demetrio's and not inquire as to the contents thereof, if as she alleged, the questioned deed of sale was surreptitiously inserted with that intended for Demetrio.

Incidentally, even Demetrio himself admitted that the subject property was sold by Epifania to Eduardo and that the latter had been in open and continuous possession thereof since November 1989.

WHEREFORE, in view of the foregoing, the petition is DENIED. The decision dated April 20, 2004 of the Court of Appeals in CA-G.R. CV No. 55006, reversing the March 20, 1996 decision of the Regional Trial Court, Branch 38 of Lingayen, Pangasinan, in Civil Case No. 17245, is AFFIRMED.

SO ORDERED.

Davide, Jr., C.J., (Chairman), Quisumbing, Carpio, and Azcuna, JJ., concur.

[1] Rollo, pp. 34-44; penned by Associate Justice Eliezer R. De Los Santos, with Associate Justices Conrado M. Vasquez, Jr. and Rosalinda Asuncion-Vicente concurring.

[2] Records, pp. 100-108; penned by Judge Antonio M. Belen.

[3] Exhibits for the Defendants, p. 4.

[4] Id. at 5.

[5] Id. at 8.

[6] Id. at 6.

[7] Id. at 12.

[8] Id. at 7.

[9] Id. at 13.

[10] Records, p. 108.

[11] Id. at 107.

[12] Rollo, p. 44.

[13] Id. at 39.

[14] Id. at 23.

[15] Archipelago Management and Marketing Corporation v. Court of Appeals, 359 Phil. 363, 367 (1998).

[16] TSN, 11 August 1994, p. 7.

[17] Records, p. 2.

[18] Mangahas v. Court of Appeals, 364 Phil. 13, 21 (1999).

[19] Rollo, p. 42.

[20] *Manubay v. Garcia*, 386 Phil. 440, 443 (2000).

[21] *Ruiz, Sr. v. Court of Appeals*, 414 Phil. 310, 325 (2001).

[22] TSN, 2 September 1994, p. 14.

[23] Rollo, p. 27.

[24] *Id.* at 40-41.

[25] Exhibits for the Defendants, pp. 16-17.

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