

MODESTO LEOVERAS, PETITIONER, VS. CASIMERO VALDEZ, RESPONDENT.*G.R. No. 169985. June 15, 2011*

Ponente: BRION, J.

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Before the Court is a petition for review on certiorari [1] assailing the March 31, 2005 decision [2] and the October 6, 2005 resolution [3] of the Court of Appeals (CA) in CA-G.R. CV No. 68549. The CA decision reversed the June 23, 2000 decision [4] of the Regional Trial Court (RTC), Branch 46, Urdaneta City, Pangasinan, dismissing respondent Casimero Valdez's complaint for annulment of title, reconveyance and damages against petitioner Modesto Leoveras.

FACTUAL ANTECEDENTS

Maria Sta. Maria and Dominga Manangan were the registered owners - three-fourths ($\frac{3}{4}$) and one-fourth ($\frac{1}{4}$) pro-indiviso, respectively - of a parcel of land located in Poblacion, Manaoag, Pangasinan, covered by Original Certificate of Title (OCT) No. 24695, with an area of 28,171 square meters. [5]

In September 1932, Sta. Maria sold her three-fourths ($\frac{3}{4}$) share to Benigna Llamas. [6] The sale was duly annotated at the back of OCT No. 24695. When Benigna died in 1944, [7] she willed her three-fourths ($\frac{3}{4}$) share equally to her sisters Alejandra Llamas and Josefa Llamas. [8] Thus, Alejandra and Josefa each owned one-half ($\frac{1}{2}$) of Benigna's three-fourths ($\frac{3}{4}$) share.

On June 14, 1969, Alejandra's heirs sold their predecessor's one-half ($\frac{1}{2}$) share (roughly equivalent to 10,564 square meters) to the respondent, as evidenced by a Deed of Absolute Sale. [9]

Also on June 14, 1969, Josefa sold her own one-half ($\frac{1}{2}$) share (subject property) to the respondent and the petitioner, as evidenced by another Deed of Absolute Sale. [10] On even date, the respondent and the petitioner executed an Agreement, [11] allotting their portions of the subject property.

WITNESSETH

That we [petitioner and respondent] are the absolute owners of [the subject property] which is particularly described as follows:

xxx

That our ownership over the said portion mentioned above is evidenced by a Deed of Absolute Sale xxx

That in said deed of sale mentioned in the immediate preceding paragraph, our respective share consist of 5, 282.13 [one-half of 10,564 square meters] square meter each.

That we hereby agreed and covenanted that our respective share shall be as follows:

Modesto Leoveras -

3,020 square meters residential portion on the northern part near the Municipal road of Poblacion Pugaro, Manaoag, Pangasinan;

Casimero Valdez -

7,544.27 [12] square meters of the parcel of land described above. [13]

On June 8, 1977, the petitioner and the respondent executed an Affidavit of Adverse Claim over the subject property. [14] The parties took possession of their respective portions of the subject property and declared it in their name for taxation purposes. [15]

In 1996, the respondent asked the Register of Deeds of Lingayen, Pangasinan on the requirements for the transfer of title over the portion allotted to him on the subject property. To his surprise, the respondent learned that the petitioner had already obtained in his name two transfer certificates of title (TCTs): one, TCT No. 195812 - covering an area of 3,020 square meters; and two, TCT No. 195813 - covering an area of 1,004 square meters (or a total of 4,024 square meters).

The Register of Deeds informed the respondent that they could not find the record of OCT No. 24695; instead, the Register of Deeds furnished the respondent with the following [16] (collectively, petitioner's documents):

- Two (2) deeds of absolute sale dated June 14, 1969, both executed by Sta. Maria, purportedly conveying an unspecified portion of OCT No. 24695 as follows:

- 11, 568 square meters to the respondent and petitioner [17]

- 8, 689 square meters to one Virgilia Li Meneses [18]

- Deed of Absolute Sale (Benigna Deed) also dated June 14, 1969 executed by Benigna [19] which reads:

I, Benigna Llamas, Fernandez xxx do sell xxx by way of ABSOLUTE SALE unto the said Casimero Valdez, Modesto Leoveras and Virgilia Meneses their heirs and assigns, 7,544 sq.m.; 4,024 sq. m. and 8,689 sq. m. more or less respectively of a parcel of land which is particularly described as follows:

"A parcel of land xxx covered by [OCT No.] 24695." (Emphases added)

- Subdivision Plan of PSU 21864 of OCT No. 24695 [20]

- Affidavit of Confirmation of Subdivision [21] dated May 3, 1994 (Affidavit), which reads:

That we, Virgilia Li Meneses, xxx Dominga Manangan; Modesto Leoveras; and Casimero Valdez xxx

xxx are co-owners of a certain parcel of land with an area of 28, 171 sq. m. more or less in subdivision plan Psu 21864 xxx covered by [OCT No.] 24695 situated at Poblacion (now Pugaro), Manaoag, Pangasinan;

xxx we agree xxx to subdivide and hereby confirmed the subdivision in the following manner xxx:

Lot 2 with an area of 3, 020 sq. m. xxx to Modesto Leoveras xxx;

Lot 3 with an area of 1,004 sq. m. xxx to Modesto Leoveras xxx;

Lot 4 with an area of 7,544 sq. m. xxx to Casimero Valdez xxx;

Lot 5 with an area of 8, 689 sq. m. xxx to Virgilia Meneses;

Lot 6 with an area of 7,043 sq. m. xxx to Dominga Manangan (Emphasis supplied.)

On June 21, 1996, the respondent filed a complaint for Annulment of Title, Reconveyance and Damages against the petitioner, seeking the reconveyance of the 1,004-square meter portion (disputed property) covered by TCT

No. 195813, on the ground that the petitioner is entitled only to the 3,020 square meters identified in the parties' Agreement.

The respondent sought the nullification of the petitioner's titles by contesting the authenticity of the petitioner's documents. Particularly, the respondent assailed the Benigna Deed by presenting Benigna's death certificate. The respondent argued that Benigna could not have executed a deed, which purports to convey 4,024 square meters to the petitioner, in 1969 because Benigna already died in 1944. The respondent added that neither could Sta. Maria have sold to the parties her three-fourths ($\frac{3}{4}$) share in 1969 because she had already sold her share to Benigna in 1932. [22] The respondent denied his purported signature appearing in the Affidavit, [23] and prayed for:

- a) xxx the cancellation of the [petitioner's documents];
- b) the cancellation of TCT No. 195813 in the name of Modesto Leoveras and that it be reconveyed to the [respondent];
- c) the cancellation and nullification of [TCT No. 195812] covering an area of 3,020 square meters xxx;
- d) [the issuance of] title xxx in the name of [respondent] over an area of 17, 104 square meters of OCT 24695; [24] (Underscoring supplied)

In his defense, the petitioner claimed that the parties already had (i) delineated their respective portions of the subject property even before they acquired it in 1969 and (ii) agreed that upon acquisition, each would own the portion as delineated; that the area he actually possessed and subsequently acquired has a total area of 4,024 square meters, which he subdivided into two portions and caused to be covered by the two TCTs in question. The petitioner claimed that in signing the Agreement, he was led to believe, based on the parties' rough estimation, that the area he actually possessed is only 3,020 square meters contrary to the parties' real intention - i.e., the extent of their ownership would be based on their actual possession. [25]

The petitioner further claimed that the respondent voluntarily participated in executing the Affidavit, which corrected the mistake in the previously executed Agreement [26] and confirmed the petitioner's ownership over the disputed property. The petitioner asked for the dismissal of the complaint and for a declaration that he is the lawful owner of the parcels of land covered by his titles.

RTC RULING

The RTC dismissed the complaint. The court ruled that the respondent failed to preponderantly prove that the Benigna Deed and the Affidavit are fabricated and, consequently, no ground exists to nullify the petitioner's titles. The court observed that the respondent did not even compare his genuine signature with the signatures appearing in these documents.

CA RULING

On appeal, the CA reversed the RTC by ruling against the authenticity of the Benigna Deed and the Affidavit. The CA gave weight to Benigna's death certificate which shows the impossibility of Benigna's execution of the deed in 1969. The CA also noted the discrepancy between the respondent's signatures as appearing in the Affidavit, on one hand, and the documents on record, on the other. [27] The CA added that the respondent's failure to compare his genuine signature from his purported signatures appearing in the petitioner's documents is not fatal, since Section 22, Rule 132 of the Rules of Court allows the court to make its own comparison. In light of its observations, the CA ruled:

As the totality of the evidence presented sufficiently sustains [the respondent's] claim that the titles issued to

[the petitioner] were based on forged and spurious documents, it behooves this Court to annul these certificates of title.

WHEREFORE, the assailed Decision dated June 23, 2000 is SET ASIDE. Declaring TCT No. 195812 and TCT No. 195813 as NULL and VOID, [the petitioner] is hereby directed to reconvey the subject parcels of land to [the respondent]. [28] (Emphasis added.)

Unwilling to accept the CA's reversal of the RTC ruling, the petitioner filed the present appeal by certiorari, claiming that the CA committed "gross misappreciation of the facts" [29] by going beyond what the respondent sought in his complaint.

THE PETITION

The petitioner claims that the CA should not have ordered the reconveyance of both parcels of land covered by the TCTs in question since the respondent only seeks the reconveyance of the disputed property - i.e., the parcel of land covered by TCT No. 195813.

The petitioner asserts that after the subject sale, the parties physically partitioned the subject property and possessed their respective portions, thereby setting the limits of their ownership.

The petitioner admits that the Benigna Deed is "fabricated" but hastens to add that it was only designed (i) to affirm the "true intent and agreement" of the parties on the extent of their ownership, as shown by their actual physical possession, and (ii) as a "convenient tool" to facilitate the transfer of title to his name.

THE RESPONDENT'S COMMENT

The respondent claims that since the petitioner himself admitted using a spurious document in obtaining his titles (as alleged in the complaint and as found by the CA), then the CA correctly cancelled the latter's titles. [30]

The petitioner forged the respondent's signature in the Affidavit to make it appear that he agreed to the division indicated in the document. The respondent defended the CA's reconveyance of both parcels of land, covered by the petitioner's titles, to the respondent by arguing that if the distribution in the Affidavit is followed, the "original intentment" of the parties on their shares of the subject property would be "grievously impaired" [31]

THE ISSUES

The two basic issues [32] for our resolution are:

- Whether the CA erred in nullifying the petitioner's titles.
- Whether the CA erred in ordering the reconveyance of the parcel of land covered by the petitioner's titles.

THE RULING

We partially grant the petition.

An action for reconveyance is a legal and equitable remedy granted to the rightful landowner, whose land was wrongfully or erroneously registered in the name of another, to compel the registered owner to transfer or reconvey the land to him. [33] The plaintiff in this action must allege and prove his ownership of the land in dispute and the defendant's erroneous, fraudulent or wrongful registration of the property.

We rule that the respondent adequately proved his ownership of the disputed property by virtue of the (i) Deed of Absolute Sale executed by Josefa in favor of the parties; (ii) the parties' Affidavit of Adverse Claim; and (iii) the

parties' Agreement, which cover the subject property.

The petitioner does not dispute the due execution and the authenticity of these documents, [34] particularly the Agreement. However, he claims that since the Agreement does not reflect the true intention of the parties, the Affidavit was subsequently executed in order to reflect the parties' true intention.

The petitioner's argument calls to fore the application of the parol evidence rule, [35] i.e., when the terms of an agreement are reduced to writing, the written agreement is deemed to contain all the terms agreed upon and no evidence of these terms can be admitted other than what is contained in the written agreement. [36] Whatever is not found in the writing is understood to have been waived and abandoned. [37]

To avoid the operation of the parol evidence rule, the Rules of Court allows a party to present evidence modifying, explaining or adding to the terms of the written agreement if he puts in issue in his pleading, as in this case, the failure of the written agreement to express the true intent and agreement of the parties. The failure of the written agreement to express the true intention of the parties is either by reason of mistake, fraud, inequitable conduct or accident, which nevertheless did not prevent a meeting of the minds of the parties. [38]

At the trial, the petitioner attempted to prove, by parol evidence, the alleged true intention of the parties by presenting the Affidavit, which allegedly corrected the mistake in the previously executed Agreement and confirmed his ownership of the parcels of land covered by his titles. It was the petitioner's staunch assertion that the respondent co-executed this Affidavit supposedly to reflect the parties' true intention.

In the present petition, however, the petitioner made a damaging admission that the Benigna Deed is fabricated, thereby completely bolstering the respondent's cause of action for reconveyance of the disputed property on the ground of fraudulent registration of title. Since the Affidavit merely reflects what is embodied in the Benigna Deed, the petitioner's admission, coupled with the respondent's denial of his purported signature in the Affidavit, placed in serious doubt the reliability of this document, supposedly the bedrock of the petitioner's defense.

Curiously, if the parties truly intended to include in the petitioner's share the disputed property, the petitioner obviously need not go at length of fabricating a deed of sale to support his application for the transfer of title of his rightful portion of the subject property. Notably, there is nothing in the Affidavit (that supposedly corrected the mistake in the earlier Agreement) that supports the petitioner's claim that the partition of the subject property is based on the parties' actual possession.

Note that the RTC dismissed the complaint based on the respondent's alleged failure to prove the spuriousness of the documents submitted by the petitioner to the Register of Deeds. However, by admitting the presentation of a false deed in securing his title, the petitioner rendered moot the issue of authenticity of the Benigna Deed and relieved the respondent of the burden of proving its falsity as a ground to nullify the petitioner's titles.

By fraudulently causing the transfer of the registration of title over the disputed property in his name, the petitioner holds the title to this disputed property in trust for the benefit of the respondent as the true owner; [39] registration does not vest title but merely confirms or records title already existing and vested. The Torrens system of registration cannot be used to protect a usurper from the true owner, nor can it be used as a shield for the commission of fraud, or to permit one to enrich oneself at the expense of others. [40] Hence, the CA correctly ordered the reconveyance of the disputed property, covered by TCT No. 195813, to the respondent.

The parties' Agreement effectively partitioned the subject property

The petitioner also relies on his alleged actual possession of the disputed property to support his claim of ownership. Notably, both parties make conflicting assertions of possession of the disputed property. [41] The petitioner testified on his possession as follows:

Q:

How many square meters did you get from the land and how many square meters was the share of [respondent]?

A:

4 [0]20 square meters and my brother-in-law 6,000 plus square meters.

xxx

Q:

Was there a boundary between the 4,020 square meters and the rest of the property which (sic) designated by your brother-in-law?

A:

There is sir, and the boundary is the fence.

Q:

When did you put up that fence which is the boundary?

A:

After the deed of sale was made.

Q:

And that boundary fence which you put according to you since the execution of the Deed of Absolute Sale in 1969 up to the present does it still exist?

A:

Yes, sir.

Q:

Since the time you purchased the property according to you you already divided the property, is that correct?

A:

Yes, sir.

Q:

And that as of today who is in possession of that 4,020 square meters?

A:

I, sir. [42]

The petitioner and the respondent were originally co-owners of the subject property when they jointly bought it from the same vendor in 1969. However, the parties immediately terminated this state of indivision by executing an Agreement, which is in the nature of a partition agreement.

The Civil Code of the Philippines defines partition as the separation, division and assignment of a thing held in common among those to whom it may belong. [43] Partition is the division between two or more persons of real or personal property, owned in common, by setting apart their respective interests so that they may enjoy and possess these in severalty, [44] resulting in the partial or total extinguishment of co-ownership. [45]

In the present case, the parties agreed to divide the subject property by giving the petitioner the 3,020 square meters "residential portion on the northern part near the Municipal road." [46] There is no dispute that this 3,020-square meter portion is the same parcel of land identified as Lot No. 2 (which is not the subject of the respondent's action for reconveyance) in the Affidavit and the Subdivision Plan presented by the petitioner before the Register of Deeds. The fact that the Agreement lacks technical description of the parties' respective portions or that the subject property was then still embraced by a single certificate of title could not legally prevent a partition, where the different portions allotted to each were determined and became separately identifiable, as in this case. [47]

What is strikingly significant is that even the petitioner's own testimony merely attempted to confirm his actual possession of the disputed property, without, however, supporting his claim - contrary to the written Agreement - that the parties' ownership of the subject property would be co-extensive with their possession. This is the core of the petitioner's defense. At any rate, just as non-possession does not negate ownership, neither does possession automatically prove ownership, [48] especially in the face of an unambiguous document executed by the parties themselves.

Contrary to the petitioner's claim that his actual possession determines the extent of his ownership, it is the parties' Agreement that defines the extent of their ownership in the subject property. One of the legal effects of partition, whether by agreement among the co-owners or by judicial proceeding, is to terminate the co-ownership and, consequently, to make the previous co-owners the absolute and exclusive owner of the share allotted to him. [49]

Parenthetically, the respondent declared for taxation purposes the portion he claims in December 1987. [50] The total area (7,544 square meters) of the properties declared is equivalent to the area allotted to the respondent under the Agreement. On the other hand, the petitioner declared the 1,004-square meter portion only in September 1994, under Tax Declaration No. 9393, [51] despite his claim of exclusive and adverse possession since 1969.

Nullification of the petitioner's title
over the 3,020 square meter portion

While the petitioner admitted using a spurious document in securing his titles, nonetheless, he questions the CA's nullification of TCT No. 195812 on the ground that, per the respondent's own admission and the parties' Agreement, he is the rightful owner of the land covered by this title.

We disagree.

The petitioner's argument confuses registration of title with ownership. [52] While the petitioner's ownership over the land covered by TCT No. 195812 is undisputed, his ownership only gave him the right to apply for the proper transfer of title to the property in his name. Obviously, the petitioner, even as a rightful owner, must comply with the statutory provisions on the transfer of registered title to lands. [53] Section 53 of Presidential Decree No. 1529 provides that the subsequent registration of title procured by the presentation of a forged deed or other instrument is null and void. Thus, the subsequent issuance of TCT No. 195812 gave the petitioner no better right than the tainted registration which was the basis for the issuance of the same title. The Court simply cannot allow the petitioner's attempt to get around the proper procedure for registering the transfer of title in his name by using spurious documents.

Reconveyance is the remedy of the rightful owner only

While the CA correctly nullified the petitioner's certificates of title, the CA erred in ordering the reconveyance of the entire subject property in the respondent's favor. The respondent himself admitted that the 3,020- square meter portion covered by TCT No. 195812 is the petitioner's just share in the subject property. [54] Thus, although the petitioner obtained TCT No. 195812 using the same spurious documents, the land covered by this title should not be reconveyed in favor of the respondent since he is not the rightful owner of the property covered by this title. [55]

WHEREFORE, the petition is partially GRANTED. The assailed decision and resolution of the Court of Appeals are MODIFIED. Accordingly, the petitioner is directed to RECONVEY to the respondent the parcel of land covered by TCT No. 195813. Costs against petitioner.

SO ORDERED.

Carpio Morales, (Chairperson), Bersamin, Villarama, Jr., and Sereno, JJ., concur.

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

[2] Rollo, pp. 12-21; penned by Associate Justice Vicente S.E. Veloso, with the concurrence of Associate Justices Roberto A. Barrios and Amelita G. Tolentino.

[3] Id. at 10.

[4] Id. at 22-25; penned by Judge Modesto C. Juanson.

[5] Annex "Q."

[6] Annex "Q-2."

[7] Annex "J."

[8] Annex "K," par. 5, and Annex "C," par. 3.

[9] Annex "A." The deed was registered in the Office of the Register of Deeds of Lingayen, Pangasinan on June 20, 1977, under Entry No. 456592.

[10] Annex "C." The deed was registered in the Office of the Register of Deeds of Lingayen, Pangasinan on June 20, 1977, under Entry No. 456594; Records, pp. 2-3.

[11] Annex "D."

[12] The area of the subject property is 10,564 square meters. The Agreement itself states that prior to the allotment of the parties' respective portions, the parties own a pro-indiviso one-half share, that is, 5,282 square meters of the subject land. The RTC found that under the Agreement, the respondent is entitled to 7,544 sq. m.

[13] Supra note 11; Annex "O."

[14] The Affidavit of Adverse Claim was annotated at the back of OCT No. 24695 as Entry No. 456593, Annex "N."

[15] Rollo, pp. 23-24.

[16] Records, pp. 4-5.

[17] Annex "F."

[18] Annex "H."

[19] Annex "G."

[20] Annex "S."

[21] Annex "I."

[22] TSN, September 9, 1996, p. 13.

[23] TSN, September 4, 1996, p. 6.

[24] Records, pp. 7-8.

[25] Id. at 72-73.

[26] Id. at 74-75.

[27] These documents are: the Agreement, executed in 1994, the respondent's Affidavit of Adverse Claim over the portion sold to him by the heirs of Alejandra, executed in 1977, and the Verification and Certification against Non-Forum Shopping attached to the Complaint.

[28] Rollo, pp. 49-50.

[29] Id. at 30.

[30] Id. at 122-123.

[31] Id. at 124.

[32] Id. at 122; the respondent's Comment.

[33] *Esconde v. Barlongay*, No. L-67583, July 31, 1987, 152 SCRA 603.

[34] In *Permanent Savings and Loan Bank v. Velarde* (G.R. No. 140608, September 23, 2004, 439 SCRA 1), the Court ruled that the allegation that the written agreement does not express the true intention of the parties does not carry with it the specific denial of the genuineness and due execution of the written instrument.

[35] Section 9, Rule 130 of the Rules of Court reads:

SEC. 9. Evidence of written agreements. - When the terms of an agreement have been reduced to writing, it is considered as containing all the terms agreed upon and there can be, between the parties and their successors in interest, no evidence of such terms other than the contents of the written agreement.

However, a party may present evidence to modify, explain or add to the terms of the written agreement if he puts in issue in his pleading:

(a) An intrinsic ambiguity, mistake or imperfection in the written agreement;

(b) The failure of the written agreement to express the true intent and agreement of the parties thereto;

(c) The validity of the written agreement; or

(d) The existence of other terms agreed to by the parties or their successors in interest after the execution of the written agreement.

The term "agreement" includes wills.

[36] *Ortañez v. Court of Appeals*, G.R. No. 107372, January 23, 1997, 266 SCRA 561.

[37] *Heirs of Carmen Cruz-Zamora v. Multiwood International, Inc.*, G.R. No. 146428, January 19, 2009, 576 SCRA 137.

[38] Article 1359 of the Civil Code of the Philippines reads:

When, there having been a meeting of the minds of the parties to a contract, their true intention is not expressed in the instrument purporting to embody the agreement, by reason of mistake, fraud, inequitable conduct or accident, one of the parties may ask for the reformation of the instrument to the end that such true intention may be expressed.

If mistake, fraud, inequitable conduct, or accident has prevented a meeting of the minds of the parties, the proper remedy is not reformation of the instrument but annulment of the contract.

[39] Article 1456 of the Civil Code reads:

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.

[40] *Lopez v. Lopez*, G.R. No. 161925, November 25, 2009, 605 SCRA 358.

[41] The respondent testified that he has been in possession of "the land in litigation" since 1969. (TSN, September 9, 1996, p. 2.) On the other hand, the petitioner testified that he has been in possession of the "4,020 square meters." (TSN, June 19, 1997, pp. 3-4.)

[42] TSN, June 19, 1997, pp. 3-4.

[43] Article 1079.

[44] Arturo M. Tolentino, 2 Commentaries and Jurisprudence on the Civil Code of the Philippines, p. 210.

[45] Article 494 of the Civil Code reads:

No co-owner shall be obliged to remain in the co-ownership. Each co-owner may demand at any time the partition of the thing owned in common, insofar as his share is concerned.

[46] *Supra* note 11; Annex "O."

[47] *De la Cruz v. Cruz*, No. L-27759, April 17, 1970, 32 SCRA 307.

[48] *Medina v. Greenfield Development Corporation*, G.R. No. 140228, November 19, 2004, 443 SCRA 150.

[49] Eduardo P. Caguioa, 2 Comments and Cases on Civil Law, 1966 ed., p. 151, citing Article 1091 of the Civil Code which reads:

A partition legally made confers upon each heir the exclusive ownership of the property adjudicated to him.

[50] In the respondent's Tax Declaration No. 3131 (Marked as Annex "E"), he declared the following with their corresponding area: Residential - 750 [square meters]; Unirrig. Rice land - 4,794.27 [square meters]; Pasture Land - 2000 [square meters].

[51] Records, Annex "6."

[52] Ownership of a piece of land is one thing, and registration under the Torrens system of that ownership is

quite another (*Grande v. Court of Appeals*, No. L-17652, June 30, 1962, 5 SCRA 524).

[53] Section 51 of Presidential Decree No. (P.D.) 1529 reads:

Conveyance and other dealings by registered owner. An owner of registered land may convey, mortgage, lease, charge or otherwise deal with the same in accordance with existing laws. He may use such forms of deeds, mortgages, leases or other voluntary instruments as are sufficient in law. xxx

Section 53 of P.D. 1529 reads:

Presentation of owner's duplicate upon entry of new certificate. No voluntary instrument shall be registered by the Register of Deeds, unless the owner's duplicate certificate is presented with such instrument, except in cases expressly provided for in this Decree or upon order of the court, for cause shown.

xxx

Section 57 of P.D. 1529 reads:

Procedure in registration of conveyances. An owner desiring to convey his registered land in fee simple shall execute and register a deed of conveyance in a form sufficient in law. The Register of Deeds shall thereafter make out in the registration book a new certificate of title to the grantee and shall prepare and deliver to him an owner's duplicate certificate. The Register of Deeds shall note upon the original and duplicate certificate the date of transfer, the volume and page of the registration book in which the new certificate is registered and a reference by number to the last preceding certificate. The original and the owner's duplicate of the grantor's certificate shall be stamped "canceled". The deed of conveyance shall be filled and indorsed with the number and the place of registration of the certificate of title of the land conveyed.

[54] TSN, September 9, 1996, p. 15.

[55] *Esconde v. Barlongay*, No. L-67583, July 31, 1987, 152 SCRA 603.

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