

LUIS UY, SUBSTITUTED BY LYDIA UY VELASQUEZ AND SHIRLEY UY MACARAIG, PETITIONER, VS. SPOUSES JOSE LACSAMANA AND ROSAURA MENDOZA, SUBSTITUTED BY CORAZON BUENA, RESPONDENTS.

G.R. No. 206220. August 19, 2015

Ponente: CARPIO, J.

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CARPIO, J.:

This is a petition for review on certiorari[1] assailing the Decision dated 14 September 2011[2] and Resolution dated 1 March 2013[3] of the Court of Appeals (CA) in CA-G.R. CV No. 93786.

The subject of the litigation involves a parcel of land known as Lot 5506 of the Cadastral Survey of Batangas plan (LRC) SWO-2817, L.R. Case No. N-445, L.R.C. Record No. N-22499. The land, situated in Barrio Alangilan, Batangas City, contains an area of 484 square meters under Transfer Certificate of Title (TCT) No. T-24660.[4] The land was previously owned by spouses Anastacio Manuel and Mariquita de Villa (Spouses Manuel) under Original Certificate of Title (OCT) No. 0-2840.

On 4 May 1979, petitioner Luis Uy (Uy) filed with the Regional Trial Court (RTC) of Pallocan West, Batangas City, Branch 4, a Complaint[5] for Declaration of Nullity of Documents with Damages against respondents Petra Rosca (Rosca), and spouses Jose Lacsamana and Rosaura Mendoza (Spouses Lacsamana).

In the Complaint, Uy alleged that he was the lawful husband of Rosca. He stated that they lived together as husband and wife from the time they were married in 1944 until 1973 when they separated and lived apart. Uy and Rosca had eight children.

Uy alleged that on 29 January 1964,[6] he and his wife acquired a 484 square meter residential land for a consideration of P1,936 evidenced by a Deed of Sale[7] from the Spouses Manuel. The sellers' OCT No. 0-2840 was cancelled and TCT No. T-24660 was issued in the name of "Petra Rosca, married to Luis G. Uy."

On 15 June 1964, Uy and Rosca allegedly purchased, as evidenced by a Deed of Absolute Sale,[8] another residential land adjacent to the 484 square meter land from the spouses Felix Contreras and Maxima de Guzman (Spouses Contreras). The second purchase consisted of 215 square meters, as declared under Tax Declaration No. 61724, for a consideration of P700. Thereafter, a split level house with a floor area of 208.50 square meters was constructed on the 484 square meter land.

Uy further alleged that Rosca, in gross and evident bad faith, executed and signed a false and simulated Deed of Sale[9] dated 18 April 1979 on the 484 square meter land, together with the house erected thereon, for a consideration of P80,000 in favor of Spouses Lacsamana.

Uy prayed that (1) the Deed of Sale dated 18 April 1979 executed by Rosca in favor of Spouses Lacsamana be declared null and void with respect to his rights, interest, and ownership; (2) that defendants be directed to pay,

jointly and severally, to Uy the amounts of P100,000 as moral damages, P10,000 as attorney's fees, P2,000 as expenses incident to litigation, plus costs of suit; (3) upon declaration of the nullity of the Deed of Sale, the Register of Deeds of Batangas City and the City Assessor be directed to register Uy as the sole owner of the real properties; (4) if defendant Spouses Lacsamana are found by the court to be buyers in good faith, Rosca be ordered to turn over to Uy the entire proceeds of sale of the properties and be adjudged to pay the damages; and (5) that the sum of P600,000 taken by Rosca from Uy be collated into the mass of the conjugal partnership properties.

In her Answer with Counterclaim dated 22 May 1979, Rosca denied the allegations of Uy and claimed that she lawfully acquired the subject real properties using her paraphernal funds. Rosca added that she was never married to Uy and prayed for the dismissal of the complaint for lack of merit. In her Counterclaim, Rosca prayed that the court award her (1) P200,000 as moral damages; (2) P100,000 as exemplary damages; (3) P12,000 as attorney's fees; (4) P3,000 as incidental litigation expenses; and (5) costs of suit. Spouses Lacsamana also filed their Answer with Counterclaim dated 21 May 1979 claiming that they were buyers in good faith and for value and that they relied on the Torrens title which stated that Rosca was the owner of the subject property.

In the meantime, Uy questioned the registrability of the Deed of Sale before the Office of the Register of Deeds of Batangas City. The Register of Deeds elevated the matter, on consulta,[10] with the Land Registration Commission (LRC) because of an affidavit subsequently filed by Uy contesting the sale and alleging, among others, that the property was conjugal in nature and sold without his marital consent.

In a Resolution[11] dated 7 November 1979, the LRC decided in favor of registration stating that since the property in question was registered in Rosca's name, such circumstance indicated that the property belonged to Rosca, as her paraphernal property. The LRC added that litigious matters, such as a protest from the other party based on justifiable and legal grounds, were to be decided not by the Register of Deeds but by a court of competent jurisdiction. The dispositive portion of the Resolution states:

WHEREFORE, this Commission is of the opinion that the subject document should be admitted for registration.

SO ORDERED.[12]

On 18 February 1981, Uy died.[13] His two daughters, Lydia Uy Velasquez (Lydia) and Shirley Uy Macaraig (Shirley) substituted him in the case. Fifteen years later or on 10 May 1996, Rosca also died.[14] Earlier, respondent Jose Lacsamana died on 20 March 1991.[15]

Meanwhile, on 24 December 1982, Spouses Lacsamana sold the property to Corazon Buena (Buena) through a Deed of Absolute Sale.[16] Thus, both Rosca and the Spouses Lacsamana were substituted by Buena as respondent in this case.

During the trial, Uy presented the testimonies of his two daughters, Lydia and Shirley, as his own witnesses, as well as Rosca, as an adverse witness.

Lydia testified that the Uy family lived in the house built on the land acquired by Uy and Rosca. She alleged that the house existed until it was demolished by Buena's agent sometime in 2006. Lydia also stated that the funds used to construct the family dwelling came from Uy's business. Shirley corroborated the testimony of Lydia on all material points.

Rosca, on the other hand, testified that sometime before or during World War II, she and Uy cohabited and settled in Batangas. The couple attempted to formalize their marital union with a marriage ceremony. However, the celebration was not consummated because of the bombings which occurred on the day of the ceremony. Likewise,

they were unable to secure a marriage contract.

Rosca stated that on 29 January 1964, she alone purchased, as sole vendee, with money coming from her own personal and paraphernal funds, the land covered by OCT No. 0-2840 and owned by Spouses Manuel. Thereafter, on 15 June 1964, she again purchased, using her own personal and paraphernal funds, the land adjacent to the first purchased property owned by Spouses Contreras and covered by Tax Declaration No. 61724. Immediately after, she caused the construction of a split level house on the land using her own paraphernal funds which became their family dwelling.

Rosca alleged that Uy had an affair with another woman and sired children with her which led to their physical separation before the year 1973. On 17 September 1976, Rosca obtained a real estate loan in the amount of P50,000 from Philippine Banking Corporation (PBC) using the house and lot as collateral. In support of this loan, Rosca executed an Affidavit of Ownership^[17] dated 27 September 1976, stating that (1) she was the lawful and sole owner of the 484 square meter land, together with the building erected thereon, and (2) the land was registered under her name and that the phrase "Petra Rosca, married to Luis G. Uy" in TCT No. T-24660 was merely a description of her status.

Defendants offered the testimony of Rosca, Atty. Teodulfo Dequito, Jr., Rosaura Mendoza, and Buena.

Atty. Teodulfo Dequito, Jr. testified that Uy questioned the registrability of the Deed of Sale before the Office of the Register of Deeds of Batangas City. The Register of Deeds elevated the matter on consulta with the LRC, which issued a Resolution dated 7 November 1979 recognizing Rosca as the sole registered owner of the property.

Rosaura Mendoza testified that she and her husband purchased, in the amount of P80,000, the 484 square meter property of Rosca on 18 April 1979 through a Deed of Absolute Sale of House and Lot.^[18] The Registry of Deeds of Batangas City cancelled TCT No. T-24660 and issued TCT No. T-35^[19] in favor of the spouses. Then, Spouses Lacsamana mortgaged the property to PBC for P48,000. Upon full payment of the mortgage debt on 15 April 1982, PBC issued a Release of Real Estate Mortgage.

Buena testified that she purchased the same property under TCT No. T-35 from Spouses Lacsamana on 24 December 1982 for a consideration of P80,000. Consequently, the Registry of Deeds of Batangas City cancelled TCT No. T-35 and issued TCT No. T-3244^[20] in her name. Likewise, the Assessor's Office of Batangas City issued Tax Declaration No. 90210.^[21]

Before the resolution of the case, Shirley and Lydia filed a Motion for Issuance of Preliminary Injunction and/or Temporary Restraining Order. They claimed that Buena entered the property and caused the construction of structures without any court order. Consequently, the RTC issued an Order dated 21 September 2007 granting the preliminary injunction. Thereafter, the case was submitted for resolution.

In a Decision^[22] dated 21 April 2009, the RTC decided the case in favor of respondents. The lower court found that (1) there was no valid marriage between Uy and Rosca; (2) the Deed of Sale executed by Rosca over the house and lot in favor of Spouses Lacsamana was valid; and (3) both parties were not entitled to their respective claims for damages. The dispositive portion of the Decision states:

WHEREFORE, all premises considered, the instant Complaint filed by plaintiff Uy is hereby DISMISSED. The preliminary injunction and bond are cancelled and are rendered of no force and effect. The claims for damages of both parties are hereby DENIED. Cost against both parties.

SO ORDERED.^[23]

Uy filed an appeal^[24] with the CA. In a Decision^[25] dated 14 September 2011, the CA affirmed the ruling of the

trial court. The appellate court found that respondents were able to overthrow the presumption of marriage and that the subject property was Rosca's paraphernal property. The appellate court also upheld the validity of the sale. The dispositive portion of the Decision states:

WHEREFORE, the appealed Decision dated April 21, 2009 is AFFIRMED.

SO ORDERED.[26]

Uy then filed a Motion for Reconsideration which was denied by the appellate court in a Resolution[27] dated 1 March 2013.

Hence, the instant petition.

The Issue

The main issue for our resolution is whether the Deed of Sale dated 18 April 1979, executed by Rosca alone, without Uy's consent, in favor of Spouses Lacsamana, is valid.

The Court's Ruling

The petition lacks merit.

Uy contends that the Deed of Sale executed by Rosca is not valid for being simulated or fictitious for lack of consideration and consent. Uy states that no proof was presented by Spouses Lacsamana to show that they actually paid P80,000 to Rosca for the purchase of the property. Uy also insists that he did not give his consent to the sale which prejudiced his rights and interest. Uy argues that Rosca did not give physical possession of the house and lot to the alleged buyers. Further, Uy adds, without admitting that the sale is valid, that the consideration paid was unreasonably low and unconscionable such that it constitutes an equitable mortgage. Uy insists that Spouses Lacsamana and Buena cannot be considered buyers in good faith.

Respondents, on the other hand, assert that the contentions of Uy rely on the re-examination and re-evaluation of the evidence of the parties which had previously been passed upon exhaustively by both the trial and appellate courts. Respondents added that only questions of law may be raised under Rule 45. Since the findings of fact of the trial and appellate courts were supported by substantial evidence and none of the recognized exceptions allowing this Court to exercise its power to review is present, then the petition should be dismissed.

We agree with respondents.

The issues raised by Uy had been thoroughly passed upon by the trial and appellate courts. We find no reason to disturb their factual findings. In petitions for review on certiorari as a mode of appeal under Rule 45, like in the present case, a petitioner can raise only questions of law. Here, Uy would like us to review again the factual circumstances surrounding the Deed of Sale executed by Rosca with the Spouses Lacsamana and to declare the Deed of Sale invalid for being simulated due to lack of consideration and consent. Clearly, these are questions of fact which are within the purview of the trial and appellate courts to determine. Also, the issues raised do not come within the purview of the recognized exceptions[28] for this Court to take cognizance of the case. We have reiterated time and again that this Court is not the proper venue to consider factual issues as it is not a trier of facts.

Here, the main issue in determining the validity of the sale of the property by Rosca alone is anchored on whether Uy and Rosca had a valid marriage. There is a presumption established in our Rules "that a man and woman deporting themselves as husband and wife have entered into a lawful contract of marriage." [29] *Semper praesumitur pro matrimonio* — Always presume marriage.[30] However, this presumption may be contradicted by a party and overcome by other evidence.

Marriage may be proven by any competent and relevant evidence. In *Pugeda v. Trias*,^[31] we held that testimony by one of the parties to the marriage, or by one of the witnesses to the marriage, as well as the person who officiated at the solemnization of the marriage, has been held to be admissible to prove the fact of marriage.

Documentary evidence may also be shown. In *Villanueva v. Court of Appeals*,^[32] we held that the best documentary evidence of a marriage is the marriage contract itself. Under Act No. 3613 or the Marriage Law of 1929,^[33] as amended by Commonwealth Act No. 114,^[34] which is applicable to the present case being the marriage law in effect at the time Uy and Rosca cohabited, the marriage certificate, where the contracting parties state that they take each other as husband and wife, must be furnished by the person solemnizing the marriage to (1) either of the contracting parties, and (2) the clerk of the Municipal Court of Manila or the municipal secretary of the municipality where the marriage was solemnized. The third copy of the marriage contract, the marriage license and the affidavit of the interested party regarding the solemnization of the marriage other than those mentioned in Section 5 of the same Act shall be kept by the official, priest, or minister who solemnized the marriage.

Here, Uy was not able to present any copy of the marriage certificate which he could have sourced from his own personal records, the solemnizing officer, or the municipal office where the marriage allegedly took place. Even the findings of the RTC revealed that Uy did not show a single relevant evidence that he was actually married to Rosca. On the contrary, the documents Uy submitted showed that he and Rosca were not legally married to each other. The pertinent portions of the RTC Decision state:

x x x In the case under consideration, the presumption of marriage, on which plaintiff Uy anchored his allegations, has been sufficiently offset. Records reveal that there is plethora of evidence showing that plaintiff Uy and defendant Rosca were never actually married to each other, to wit:

First. In his Petition for Naturalization as a Filipino citizen filed before the then Court of First Instance of Batangas on 12 November 1953, plaintiff Uy himself stated in the fifth paragraph of his Petition, to quote: "I am married (not legally)."

Second. The Sworn Statement of no less than the Governor of the Province of Batangas executed in support of the plaintiff Uy's Petition for Naturalization categorically states, in Nos. 2 and 4 thereof, that plaintiff Uy was married (not legally).

Third. The Immigrant Certificate of Residence shows that as late as 9 October 1951, plaintiff Uy also known by his Chinese name of Uy Suan Tee, regarded himself as "single" when filling up his civil status therein.

Fourth. The Alien Certificate of Registration No. 83758 establishes that plaintiff Uy was an alien duly registered with the Bureau of Immigration of the Philippines and that his civil status was single.

Fifth. The Affidavit of Vicente J. Caedo, a prominent citizen of Batangas, establishes in Nos. 2 and 4 thereof that plaintiff Uy was not legally married to defendant Rosca.

Sixth. The testimony of defendant Rosca as an adverse witness reveals that plaintiff Uy was not legally married to her because their marriage was not consummated.

For his part, plaintiff Uy tried to justify the non-presentation of their marriage certificate by presenting public documents, namely:

First. Decision in the case entitled: "In the matter of the Petition of Uy Suan Tee alias Luis G. Uy, to be admitted a citizen of the Philippines";

Second. Certificate of Live Birth of Violeta Uy, daughter of plaintiff Uy and defendant Rosca and the descriptive word "legitimate" showing that Violeta Uy was legitimate;

Third. Death Claim under SSS Employee Compensation executed and signed by defendant Rosca, stating that she is the wife of plaintiff Uy;

Fourth. Various pictures of the plaintiff Uy and defendant Rosca with their children;

Fifth. Special Power of Attorney executed by defendant Rosca dated 19 July 1985 wherein she admitted being the wife of plaintiff Uy;

Sixth. Sinumpaang Salaysay dated 3 August 1982 executed by defendant Rosca admitting she is the widow of plaintiff Uy which was not testified to nor identified by Rosca;

Seventh. Affidavit of Ownership dated 27 September 1976 signed by defendant Rosca admitting her status as married;

to establish the fact of his marriage with defendant Rosca. Likewise, plaintiff Uy presented defendant Rosca as an adverse witness purportedly to elicit from her the fact of his marriage with the latter. However, this presumption had been debunked by plaintiff Uy's own evidence and most importantly, by the more superior evidence presented by the defendants.

While it is true that plaintiff Uy and defendant Rosca cohabited as husband and wife, defendant Rosca's testimony revealed that plaintiff Uy was not legally married to her because their marriage was not consummated. In *People vs. Borromeo*, this Court held that persons living together in apparent matrimony are presumed, absent any counter presumption or evidence special to the case, to be in fact married. Consequently, with the presumption of marriage sufficiently overcome, the onus probandi of defendant Rosca shifted to plaintiff Uy. It then became the burden of plaintiff Uy to prove that he and defendant Rosca, were legally married. It became necessary for plaintiff Uy therefore to submit additional proof to show that they were legally married. He, however, dismally failed to do so.[35]

Since Uy failed to discharge the burden that he was legally married to Rosca, their property relations would be governed by Article 147 of the Family Code which applies when a couple living together were not incapacitated from getting married. Article 147 provides:

Art. 147. When a man and a woman who are capacitated to marry each other, live exclusively with each other as husband and wife without the benefit of marriage or under a void marriage, their wages and salaries shall be owned by them in equal shares and the property acquired by both of them through their work or industry shall be governed by the rules on co-ownership.

In the absence of proof to the contrary, properties acquired while they lived together shall be presumed to have been obtained by their joint efforts, work or industry, and shall be owned by them in equal shares. For purposes of this Article, a party who did not participate in the acquisition by the other party of any property shall be deemed to have contributed jointly in the acquisition thereof if the former's efforts consisted in the care and maintenance of the family and of the household.

Neither party can encumber or dispose by acts inter vivos of his or her share in the property acquired during cohabitation and owned in common, without the consent of the other, until after the termination of their cohabitation.

When only one of the parties to a void marriage is in good faith, the share of the party in bad faith in the co-ownership shall be forfeited in favor of their common children. In case of default of or waiver by any or all of the common children or their descendants, each vacant share shall belong to the respective surviving descendants. In the absence of descendants, such share shall belong to the innocent party. In all cases, the forfeiture shall take place upon termination of the cohabitation.

The provision states that properties acquired during cohabitation are presumed co-owned unless there is proof to

the contrary. We agree with both the trial and appellate courts that Rosca was able to prove that the subject property is not co-owned but is paraphernal.

First, in the Resolution dated 7 November 1979 of the LRC in LRC Consulta No. 1194, Rosca was recognized as the sole registered owner of the property.[36]

Second, in the Deed of Sale dated 29 January 1964 between Spouses Manuel and Rosca covering the 484 square meter land, Uy served as a mere witness to Rosca's purchase of the land as evidenced by his signature under "signed in the presence of." [37] This could only mean that Uy admitted the paraphernal nature of Rosca's ownership over the property.

Third, in the Affidavit of Ownership dated 27 September 1976 executed by Rosca in support of her real estate loan application with PBC in the amount of P5 0,000, Rosca stated that she was the sole and lawful owner of the subject property and that the land was registered under her name and that the phrase "Petra Rosca, married to Luis G. Uy" in TCT No. T-24660 was merely a description of her status.[38]

Last, the title to the property in the name of "Petra Rosca, married to Luis G. Uy" was notice to the world, including her heirs and successors-in-interest, that such belonged to Rosca as her paraphernal property.[39] The words "married to" were merely descriptive of Rosca's status at the time the property was registered in her name.[40] Otherwise, if the property was conjugal, the title to the property should have been in the names of Luis Uy and Petra Rosca.[41]

In Ruiz v. Court of Appeals,[42] the property subject of the mortgage was registered in the name of "Corazon G. Ruiz, of legal age, married to Rogelio Ruiz, Filipinos." This Court ruled that the title is registered in the name of Corazon alone because the phrase "married to Rogelio Ruiz" is merely descriptive of the civil status of Corazon and should not be construed to mean that her husband is also a registered owner.

Based on the evidence she presented, Rosca was able to sufficiently overcome the presumption that any property acquired while living together shall be owned by the couple in equal shares. The house and lot were clearly Rosca's paraphernal properties and she had every right to sell the same even without Uy's consent.

Uy further contends that the Deed of Sale executed by Rosca is not valid for being simulated or fictitious for lack of consideration. Uy states that no proof was presented by Spouses Lacsamana to show that they actually paid P80,000 to Rosca for the purchase of the property or even if there was consideration, such was unreasonably low and unconscionable. Thus, Spouses Lacsamana and Buena cannot be considered as buyers in good faith.

We disagree.

Uy did not present any proof to show that Rosca did not receive any consideration for the sale. Neither did he submit any evidence, whether documentary or testimonial, showing the fair market value of the property at the time of the sale to prove that the purchase price was unreasonably low or unconscionable. It was even mentioned by the appellate court that "appellants failed to prove that on April 18, 1979, the property might have been worth millions of pesos." Thus, Uy's allegations lack sufficient substantiation.

Moreover, the factual findings of the appellate court carry great weight and are binding on this Court when they coincide with the factual findings of the trial court. This Court will not weigh the evidence all over again since payment of the purchase price and the consideration for the sale are factual issues which cannot be raised in this petition.

In sum, we find that the Deed of Sale, executed by Rosca on her paraphernal property in favor of Spouses Lacsamana, is valid.

WHEREFORE, we DENY the petition. We AFFIRM the Decision dated 14 September 2011 and Resolution dated 1 March 2013 of the Court of Appeals in CA-G.R. CV No. 93786.

SO ORDERED.

Brion, Del Castillo, Mendoza, and Leonen, JJ., concur.

[*] Also referred to in the Records as Rosauro Mendoza.[1] Under Rule 45 of the 1997 Revised Rules of Civil Procedure.

[2] Rollo, pp. 45-63. Penned by Associate Justice Magdangal M. de Leon, with Associate Justices Mario V. Lopez and Socorro B. Inting concurring.

[3] Id. at 7-8.

[4] Sometimes designated as TCT No. (T-24660)-T-1296 in the records. Exhibit "B," folder of exhibits for the plaintiffs.

[5] Records, Vol. I, pp. 1-6, Docketed as Civil Case No. 1832.

[6] In the original and amended complaints, the date indicated is 29 May 1964.

[7] Records, Vol. I, p. 7.

[8] Id. at 8.

[9] Records, Vol. I, pp. 225-226.

[10] Docketed as LRC Consulta No. 1194.

[11] Exhibit "3," folder of exhibits for the defendants.

[12] Resolution p. 4. Exhibit "3," folder of exhibits for the defendants.

[13] As evidenced by a Certificate of Death. Records, Vol. I, p. 146.

[14] As evidenced by Certificate of Death Registry No. 96- 0527. Records, Vol. II, p. 698.

[15] As evidenced by Certificate of Death Registry No. 91-278. Id. at 699.

[16] Records, Vol. I, pp. 223-224.

[17] Exhibit "11," folder of exhibits for the defendants.

[18] Records, Vol. I, p. 12.

[19] Id. at 228.

[20] Id. at 227.

[21] Id. at 232.

[22] CA rollo, pp. 82-94.

[23] Id. at 94.

[24] Docketed as CA-G.R. CV No. 93786.

[25] Supra note 2.

[26] Supra note 2, at 63.

[27] Supra note 3.

[28] Recognized exceptions to this rule are:

- (1) when the findings are grounded entirely on speculation, surmises or conjectures;
- (2) when the inference made is manifestly mistaken, absurd or impossible;
- (3) when there is grave abuse of discretion;
- (4) when the judgment is based on misapprehension of facts;
- (5) when the findings of facts are conflicting;
- (6) when in making its findings the Court of Appeals went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee;
- (7) when the findings are contrary to the trial court;
- (8) when the findings are conclusions without citation of specific evidence on which they are based;
- (9) when the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondent;
- (10) when the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; and
- (11) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion. (*E.Y. Industrial Sales, Inc. v. Shen Dar Electricity and Machinery Co., Ltd.*, 648 Phil. 572, 580-581 (2010).

[29] Section 3(aa), Rule 131, Rules of Court.

[30] *Delgado vda. de De la Rosa v. Heirs of Marciana Rustia vda. de Damian*, 516 Phil. 130 (2006).

[31] 114 Phil. 781(1962).

[32] G.R. No. 84464, 21 June 1991, 198 SCRA 472.

[33] Approved on 4 December 1929. Effective six months after its approval.

[34] An Act to Amend the Marriage Law, so as to Grant Facilities for Securing Marriage Licenses, Among Other Purposes. Approved and effective on 3 November 1936.

[35] Records, Vol. II, pp. 997-999.

[36] Supra note 11.

[37] Supra note 7.

[38] Supra note 17.

[39] *Pisueno v. Heirs of Unating*, 372 Phil. 267, 281 (1999).

[40] *Id.*, citing *Magallon v. Montejo*, 230 Phil. 366, 377 (1986).

[41] See *Stuart v. Yatco*, 114 Phil. 1083, 1084 (1962). Citations omitted.

[42] 449 Phil. 419, 431 (2003).

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