

PACIANO REMALANTE, PETITIONER, VS. CORNELIA TIBE AND THE COURT OF APPEALS, RESPONDENTS.

G.R. No. 59514. February 25, 1988

Ponente: CORTES, J.

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CORTES, J.:

Disputed in this case is the ownership of six (6) parcels of land. The trial court awarded three (3) parcels to petitioner and the other three (3) to private respondent, but the Court of Appeals held otherwise and awarded all six (6) to private respondent. Hence the instant petition.

In a complaint filed before the trial court, private respondent Cornelia Tibe, as plaintiff, sought the annulment of certain contracts and other documents which became the bases for the transfer of six (6) parcels of land from private respondent to petitioner Paciano Remalante, the defendant below. Private respondent claimed that petitioner, through fraud, deceit, abuse of confidence and misrepresentation, induced her to sign three (3) affidavits of transfer (Exhibits I-3, K and M), purported to be bail bonds, that transferred three (3) parcels of land under Tax Declaration Nos. 20280, 20273 and 20274 to petitioner. Petitioner thereafter presented the affidavits to the Provincial Assessor and caused the three (3) parcels of land to be declared under Tax Declaration Nos. 20323, 20324 and 20325.

Private respondent also claimed that petitioner forged her signature in a deed of absolute sale (Exhibit 22) whereby her other three parcels of land described under Tax Declaration Nos. 13959, 17388 and 16999 were transferred to petitioner's name.

Petitioner in his answer denied the allegations of private respondent and claimed that he is the absolute owner of the six (6) parcels of land described in the complaint. He further claimed that the first three (3) parcels of land mentioned were bought by him from Silvino Alminario and that it was private respondent, who, by means of fraud and misrepresentation caused the transfer of the three (3) parcels of land to her name, and declared them under Tax Declaration Nos. 20280, 20273 and 20274, purportedly so that she can use the land as collateral to secure a loan from a bank in Leyte. Petitioner also claimed that he bought the three (3) parcels of land described under Tax Declaration Nos. 13959, 17388 and 16999 from private respondent, as evidenced by a deed of absolute sale (Exhibit 22) executed by her in his favor.

Private respondent's evidence shows that on December 15, 1965, petitioner came to the house of private respondent and requested her to sign papers purported to be bail bonds for his provisional liberty in connection with a concubinage case filed against him by his wife. However, private respondent discovered later that the papers she was made to sign were actually: (1) affidavits of transfer (Exhibits I-3, K and M) of her three parcels of land under Tax Declaration Nos. 20280, 20273 and 20274 which she purportedly donated to petitioner; and (2) a deed of absolute sale (Exhibit 22) in favor of petitioner of her other three parcels of land under Tax Declaration Nos. 13959, 17388 and 16999.

On the other hand, petitioner presented evidence to show that he is the owner of the six (6) parcels of land subject

of this case. He claimed that he bought the first three (3) parcels (those covered by Tax Declaration Nos. 20280, 20273 and 20274) from Silvino Alminario before they were bought by private respondent. He agreed to have the properties transferred to the name of private respondent to accommodate her request to use the properties as collateral in securing a loan from a bank. However, he found out later that private respondent did not apply for any loan. Petitioner reported the case to the Municipal Mayor of Dagami, Leyte and private respondent was summoned before the mayor and was made to sign affidavits of transfer (Exhibits I-3, K and M) in favor of petitioner.

As to the other three (3) parcels under Tax Declaration Nos. 13959, 17388 and 16999, petitioner claimed that the properties were voluntarily sold to him by private respondent, as evidenced by a deed of absolute sale (Exhibit 22).

On the basis of the foregoing facts, the trial court rendered judgment:

- Annuling the deed of sale (Exhibit 22) executed by the plaintiff in favor of the defendant respecting the properties described in Tax Declaration Nos. 13959, 17388 and 16999, all of Leyte; and declaring the plaintiff absolute owner thereof;
- Declaring the defendant absolute owner of the properties declared and described in Tax Declaration Nos. 20280, 20324, 20323, 20274, 20273 and 20325, all in Leyte;[**]
- Ordering the plaintiff to deliver the ownership and peaceful possession of the properties mentioned in the immediately preceding paragraph to the defendant;

Dismissing the complaint and counterclaim without pronouncement as to costs. (Rollo, p. 33).

From this decision, both parties appealed.

On appeal, respondent court set aside the decision of the trial court and rendered a new one as follows:

- Annuling Exhibits 9 and 10, the deeds of sale executed by Silvino Alminario in favor of Paciano Remalante respecting the three parcels of land described under Tax Declaration Nos. 19641, 19676 and 19600, now, under Tax Declaration Nos. 20323, 20324 and 20325 in the name of Paciano Remalante; and declaring Cornelia Tibe as the absolute owner thereof;
- Annuling Exhibits I, K and M, the affidavits of transfer executed by Cornelia Tibe in favor of Paciano Remalante which became the basis of the cancellation of Tax Declaration Nos. 20280, 20273 and 20274 in the name of Cornelia Tibe by Tax Declaration Nos. 20323, 20324 and 20325 in the name of Paciano Remalante; and ordering the cancellation of the immediately preceding three tax declarations in favor of Cornelia Tibe;
- Annuling Exhibit 22, the deed of sale executed by Cornelia Tibe in favor of Paciano Remalante respecting the properties described in Tax Declaration Nos. 13959, 17388 and 16999; and declaring Cornelia Tibe as the absolute owner thereof;
- Ordering Paciano Remalante to deliver and/or refrain from disturbing the ownership and peaceful possession of Cornelia Tibe over the properties mentioned in the preceding paragraphs; and
- Ordering Paciano Remalante to pay to Cornelia Tibe the amount of P1,000.00 as attorney's fees and costs. (Rollo, pp. 40-41).

In seeking the review of the decision of the Court of Appeals, petitioner makes the following assignment of errors:

I

THE COURT OF APPEALS ERRED IN AWARDING THE OWNERSHIP OF THE THREE PARCELS OF LAND TO PRIVATE RESPONDENT UNDER TAX DECLARATION NOS. 20323, 20324 AND 20325, RESPECTIVELY, AS THE SAME BELONGED TO PETITIONER.

II

THE COURT OF APPEALS ERRED IN NOT GIVING CREDENCE TO THE DECISION OF THE TRIAL COURT AND IN NOT ADOPTING THE SAME IN TOTO. (Brief for Petitioner-Appellant, p. 1).

From petitioner's assignment of errors, it is evident that the issues to be resolved are actually anchored on the proper appreciation of the attendant facts which petitioners would have this Court review.

The rule in this jurisdiction is that only questions of law may be raised in a petition for certiorari under Rule 45 of the Revised Rules of Court. "The jurisdiction of the Supreme Court in cases brought to it from the Court of Appeals is limited to reviewing and revising the errors of law imputed to it, its findings of fact being conclusive" [Chan v. Court of Appeals, G.R. No. L-27488, June 30, 1970, 33 SCRA 737, reiterating a long line of decisions]. This Court has emphatically declared that "it is not the function of the Supreme Court to analyze or weigh such evidence all over again, its jurisdiction being limited to reviewing errors of law that might have been committed by the lower court" [Tiongco v. De la Merced, G.R. No. L-24426, July 25, 1974, 58 SCRA 89; Corona v. Court of Appeals, G.R. No. L-62482, April 28, 1983, 121 SCRA 865; Baniqued v. Court of Appeals, G.R. No. L-47531, February 20, 1984, 127 SCRA 596]. "Barring, therefore, a showing that the findings complained of are totally devoid of support in the record, or that they are so glaringly erroneous as to constitute serious abuse of discretion, such findings must stand, for this Court is not expected or required to examine or contrast the oral and documentary evidence submitted by the parties" [Santa Ana, Jr. v. Hernandez, G.R. No. L-16394, December 17, 1966, 18 SCRA 973].

In several decisions of recent vintage [Rizal Cement Co., Inc. v. Villareal, G.R. No. L-30272, February 28, 1985, 135 SCRA 15; Ramos v. Court of Appeals, G.R. No. L-25463, April 4, 1975, 63 SCRA 331; Garcia v. Court of Appeals, G.R. No. L-26490, June 30, 1970, 33 SCRA 623; Ramos v. Pepsi-Cola Bottling Co., G.R. No. L-22533, February 9, 1967, 19 SCRA 289], the Court summarized and enumerated the exceptional circumstances that would compel the Supreme Court to review findings of fact of the Court of Appeals, to wit:

(1)

when the conclusion is a finding grounded entirely on speculation, surmises or conjectures [Joaquin v. Navarro, 93 Phil. 257 (1953)];

(2)

when the inference made is manifestly absurd, mistaken or impossible [Luna v. Linatoc, 74 Phil. 15 (1942)];

(3)

when there is grave abuse of discretion in the appreciation of facts [Buyco v. People, 95 Phil. 253 (1954)];

(4)

when the judgment is premised on a misapprehension of facts [De la Cruz v. Sosing, 94 Phil. 26 (1953); Castillo v. Court of Appeals, G.R. No. L-48290, September 29, 1983, 124 SCRA 808];

(5)

when the findings of fact are conflicting [Casica v. Villaseca, 101 Phil. 1205 (1957)]; and

(6)

when the Court of Appeals, in making its findings, went beyond the issues of the case and the same is contrary to the admissions of both appellant and appellee [Evangelista v. Alto Surety & Ins. Co., Inc., 103 Phil. 401 (1958)].[***]

As will be shown below, petitioner has utterly failed to build a case for the reversal of the findings of fact of the Court of Appeals.

- Petitioner contends that the Court of Appeals erred in awarding the three (3) parcels of land covered by Tax Declaration Nos. 20323, 20324 and 20325 to private respondent.

However, as petitioner has failed to show convincingly that the records do not support the findings of fact of the Court of Appeals, this Court finds no basis to disturb the appellate court's findings and conclusions, to wit:

As regards the first three (3) parcels previously covered by Tax Declaration Nos. 20280, 20273 and 20274 in the name of Cornelia Tibe and now, under Tax Declaration Nos. 20323, 20324 and 20325 in the name of Paciano Remalante, this court is convinced that the said three parcels of land were sold by the previous owner Silvino Mayoc or Alminario only to the plaintiff, Cornelia Tibe and were never sold to defendant, Paciano Remalante. The preponderance of evidence points towards this direction.

First, the alleged sale of the said properties by Silvino Alminario to Paciano Remalante was repudiated by the previous owner himself, Silvino Alminario/Mayoc. He testified in court that he sold the said properties only to Cornelia Tibe and vehemently denied having sold or executed any deed of sale involving the same properties in favor of Paciano Remalante. He testified further that the only time he ever signed any paper for Remalante was when he sought the help of Remalante in transferring to his (Silvino's) name certain parcels of land that he inherited from his father whereby Remalante made him sign numerous papers purportedly for the said purpose. It has also been shown that Silvino Alminario/Mayoc cannot read or write, much less understand the English language in which the deeds of sale (Exhibits 9 and 10) he allegedly executed in favor of Paciano Remalante was written (TSN, February 25, 1969, pp. 57-68).

Secondly, when Cornelia Tibe sought the transfer of the subject three parcels of land in her name after buying them from Silvino Alminario/Mayoc, Paciano Remalante readily signed the affidavits of transfer (Exhibits N and O) in favor of Cornelia Tibe wherein he explicitly recognized the sale of said properties by Silvino Alminario/Mayoc to Cornelia Tibe (Exhibits N-1 and O-2) and the transfer of the said properties in the name of Cornelia Tibe in her capacity as vendee (Exhibits N-5 and O-4). . . .

* * *

Consequently, this Court is also inclined to believe that the subsequent affidavits of transfer (Exhibits I, K and M) allegedly signed by Cornelia Tibe in favor of Paciano Remalante were vitiated with substantial error and fraud. We agree with the finding of the trial court that Paciano Remalante went to Cornelia Tibe on December 15, 1965 and had her sign the affidavits of transfer, Exhibits I, K and M, but we disagree with the notion that Cornelia Tibe signed the said affidavits of transfer in pursuance of their alleged agreement mentioned in

Exhibit 21 for reasons we have discussed earlier. What was proven by the evidence was that Remalante went to the house of Cornelia Tibe and requested her to sign a bunch of papers which he made her understand to be bail bonds for his provisional liberty in connection with the concubinage case filed against Remalante by his wife, but which papers turned out later to include Exhibits I, K, M and Exhibit 22, the deed of sale respecting the three parcels of land of Cornelia Tibe described in Tax Declaration Nos. 13959, 17388 and 16999. (Rollo, pp. 37-39).

Petitioner strongly insists upon the correctness of the holding of the trial court that private respondent was a buyer in bad faith of property that was the subject of a double sale. However, by virtue of the above-quoted findings of the Court of Appeals, petitioner's reliance upon the application of the Civil Code provision on double sale would have no leg to stand on. Said provision states:

Art. 1544. If the same thing should have been sold to different vendees, the ownership shall be transferred to the person who may have first taken possession thereof in good faith, if it should be movable property.

Should it be immovable property, the ownership shall belong to the person acquiring it who in good faith first recorded it in the Registry of Property.

Should there be no inscription, the ownership shall pertain to the person who in good faith was first in the possession; and, in the absence thereof, to the person who presents the oldest title, provided there is good faith.

Clearly the provision applies to a situation where the same property is sold to different vendees. No such situation obtains in the instant case. As found by the Court of Appeals, the three parcels of land covered by Tax Declaration Nos. 20323, 20324 and 20325 were never sold by Silvino Alminario to petitioner. There was only one sale -- the sale to private respondent Cornelia Tibe, as testified by Alminario:

ATTY. QUEJADA:

Q Can you recall whether you have sold, mortgaged or encumbered these three parcels of land to other persons other than Cornelia Tibe?

A No, sir.

Q Do you know a certain attorney by the name of Cornelio Balderian?

A I do not know him.

Q Do you also recall if you ever appeared before Atty. Pasaqui for the sale of the land to Paciano Remalante?

A I do not know. (TSN, October 10, 1966, p. 55).

Petitioner therefore cannot claim a better right by virtue of his prior registration of the deeds of sale in the Registry of Property as such registration was found to be fraudulent since the three parcels of land were never sold to him to begin with. Thus, in *Espiritu v. Valerio* [G.R. No. L-18018, December 26, 1963, 9 SCRA 761],

where the same parcel of land was allegedly sold to two different parties, the Court held that despite the fact that one deed of sale was registered ahead of the other, Art. 1544 of the Civil Code will not apply where said deed is found to be a forgery and, thus, the sale to the other vendee should prevail.

In the same vein, petitioner cannot invoke the parol evidence rule (which petitioner erroneously referred to as the "best evidence rule") to argue that the affidavits of transfer (Exhibits I-3, K and M) constitute conclusive evidence that petitioner is the absolute owner of the three parcels of land covered by Tax Declaration Nos. 20323, 20324 and 20325 and that the fact that Silvino Alminario testified that that he did not sell said parcels of land to petitioner will not vary the terms of said affidavits.

As stated in Rule 130 of the Revised Rules of Court:

Sec. 7. Evidence of written agreements. - When the terms of an agreement have been reduced to writing, it is to be considered as containing all such terms, and, therefore, there can be, between the parties and their successors in interest, no evidence of the terms of the agreement other than the contents of the writing, except in the following cases:

(a) Where a mistake or imperfection of the writing, or its failure to express the true intent and agreement of the parties, or the validity of the agreement is put in issue by the pleadings;

(b) When there is an intrinsic ambiguity in the writing.

The term "agreement" includes wills. (Underscoring supplied.)

In the case at bar, the parol evidence rule finds no application because, precisely, the validity of the affidavits of transfer (Exhibits I-3, K and M) is the very fact in dispute, the action instituted in the court below being one for the annulment of the documents of transfer. To adopt petitioner's theory would render nugatory the remedy founded on the basic rule in the law on contracts that "a contract where consent is given through mistake, violence, intimidation, undue influence, or fraud is voidable" (Art. 1330, Civil Code).

- As his second assignment of error, petitioner contends that the Court of Appeals erred in not giving credence to the decision of the trial court and in not adopting the same in toto.

We note private respondent's observation that the second assignment of error places petitioner in a position at variance with his prior position in appealing the decision of the trial court to the Court of Appeals. In his appeal, petitioner assigned the following as errors of the trial court:

- THE TRIAL COURT ERRED IN HOLDING THAT EXHIBIT 22 THE DEED OF SALE RESPECTING THE PROPERTIES DECLARED AND DESCRIBED IN TAX DECLARATION NOS. 13959, 17388 & 16999 IS VITIATED WITH SUBSTANTIAL ERROR AND FRAUD.

- THE TRIAL COURT ERRED IN HOLDING THAT CONSENT OF THE PLAINTIFF WAS SECURED THROUGH SUBSTANTIAL ERROR OR FRAUD, THE PLAINTIFF BELIEVED THE SAME TO BE MERELY AN UNDERTAKING FOR THE PROVISIONAL LIBERTY OF THE DEFENDANT IN A CONCUBINAGE CASE.

- THE TRIAL COURT ERRED IN NOT SENTENCING THE PLAINTIFF TO PAY MORAL AND ACTUAL DAMAGES AS WELL AS ATTORNEY'S FEES TO THE DEFENDANT. (Rollo, pp. 36-37).

Thus, while previously petitioner asked the Court of Appeals to modify the decision of the trial court which awarded him only three (3) parcels of land and awarded the other three (3) parcels of land to private respondent, by awarding him all six (6) parcels of land, now, with the second assignment of error, he wants this Court to reinstate the decision of the trial court from which he appealed.

His prayer causes even more confusion. In his petition (entitled "Appeal By Certiorari"), petitioner prayed "that defendant-appellant be declared as the real and absolute owner of the properties declared and described in Tax Declaration Nos. 20323, 20324 and 20325 and that plaintiff-appellant be enjoined to deliver the ownership and possession of the same also to defendant-appellant plus costs of suit." [Rollo, p. 9]. However, in his brief he prayed "that a new decision be promulgated reversing the previous decision of the Court of Appeals by adopting in toto the decision of the trial court." [Brief for Petitioner-Appellant, p. 13].

Petitioner's change of theory at midstream takes him nowhere.

The Court likewise finds no basis to disturb the findings of the Court of Appeals, which adopted the findings of the trial court on the ownership of the three parcels of land covered by Tax Declaration Nos. 13959, 17388 and 16999:

However, Exhibit 22, the deed of sale respecting the properties declared and described in Tax Declaration Nos. 13959, 17388 and 16999 is vitiated with substantial error and fraud. It seems that the consent of the plaintiff respecting their disposition was secured through substantial error or fraud, the plaintiff believing the same to be merely an undertaking for the provisional liberty of the defendant in a concubinage case. This was substantial error and fraud because if plaintiff knew that what she was signing was a deed of sale in favor of the defendant of the lands in question, she would not have consented to their alienation. . . .

The misrepresentation of the defendant, upon an illiterate woman, not knowing how to read, write and understand the English language is fraudulent. Had plaintiff known that the document she was about to affix her signature was a sale rather than a mere bail bond, she would not have done so.

* * *

Since it has been established by uncontradicted evidence that the plaintiff is practically unschooled and illiterate, not knowing how to read, write and understand the English language in which Exhibit 22 was drafted, it would have been incumbent upon the defendant to show that the terms thereof have been fully explained to the plaintiff. The evidence is entirely lacking at this point, and the lack of it is fatal to the cause of the defendant for his failure to discharge the burden of proof.

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. [Civil Code]. (Rollo, pp. 7-8).

Consequently, as the decision of the Court of Appeals is based on its finding of preponderance of evidence in the record and is in accord with law and jurisprudence, this Court finds no cogent reason to overrule the decision.

WHEREFORE, the instant petition is denied and the decision of the Court of Appeals is affirmed in toto.

SO ORDERED.

Fernan, (Chairman), Gutierrez, Jr., and Bidin, JJ., concur.
Feliciano, J., on leave.

[*] A motion for extension of time to file a petition to review was filed by petitioner's former counsel, apparently without petitioner's knowledge, and this was docketed as G.R. No. 54456 without a petition for review being filed. In a resolution dated July 19, 1982, the Court resolved to archive G.R. No. 54456 and let G.R. No. 59514, the instant petition, be the active surviving case.

[**] This refers to three (3) parcels of land which were previously covered by Tax Declaration Nos. 20280, 20273

and 20274 in the name of Cornelia Tibe and which were subsequently declared in the name of Paciano Remalante under Tax Declaration Nos. 20323, 20324 and 20325.

[***] In *Sacay v. Sandiganbayan* [G.R. No. 66497-98, July 10, 1986, 142 SCRA 593], the Court enumerated four more exceptions:

. . . (7) the findings of the Court of Appeals are contrary to those of the trial court; (8) said findings of fact are conclusions without citation of specific evidence on which they are based; (9) the facts set forth in the petition as well as in the petitioners' main and reply briefs are not disputed by the respondents [*Garcia v. Court of Appeals*, G.R. No. L-26490, June 30, 1970, 33 SCRA 622]; (10) the finding of fact of the Court of Appeals is premised on the supposed absence of evidence and is contradicted by the evidence on record [*Salazar v. Gutierrez*, G.R. No. L-21727, May 29, 1970, 33 SCRA 242].

However, in *Garcia*, supra, the Court considered exception nos. 7, 8 and 9 as circumstances that, taken together, compelled it to go into the record of the case in order to find out whether or not it fell within any of the six established exceptions.

On the other hand, exception no. 10 may be considered as an illustration of the fourth exception - that the judgment is based on a misapprehension of facts.

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