

**TEODORA CLAVERIAS, PETITIONER, VS. ADORACION QUINGCO,
ERNESTO TONGSON AND THE HONORABLE COURT OF APPEALS,
RESPONDENTS.**

G.R. No. 77744. March 06, 1992

Ponente: DAVIDE, JR., J.

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DAVIDE, JR., J.:

In this petition for review on certiorari under Rule 45 of the Rules of Court filed on 27 March 1987, petitioner urges this Court to review and reverse the decision dated 22 July 1986 of the Court of Appeals (Sixteenth Division) in A.C.-G.R. CV No. 05100[1] affirming the 29 October 1984 decision of the Regional Trial Court of Negros Occidental, Branch LV, in Civil Case No. 615,[2] the dispositive portion of which reads:

"WHEREFORE, premises considered, the Court hereby renders judgment in favor of the defendants and against the herein plaintiff, and consequently, this case should be, as it is, hereby DISMISSED. With costs.

On the counter-claim, the plaintiff is directed to pay the defendants the sum of Ten Thousand Pesos (P10,000.00) as attorney's fees.

SO ORDERED."

The original complaint in Civil Case No. 615, an action instituted by petitioner against private respondents for annulment of title and reconveyance with damages involving more than fifteen (15) hectares designated as Lot No. 737 of the Himamaylan Cadastre located at Himamaylan, Negros Occidental, was filed on 23 October 1972. A third amended complaint, impleading petitioner's mother, Sinforosa Flores, as co-plaintiff, was filed on 8 February 1974.[3] It is alleged therein that Lot No. 737 was originally decreed and registered in the names of petitioner Teodora Claverias and her brother Federico. The latter died unmarried and without any issue, leaving Sinforosa as his only heir. They also alleged that the owner's copy of the original certificate of title was lost during the last world war. However, after the war, private respondent Adoracion Quingco, taking advantage of plaintiffs' illiteracy, had the original title reconstructed in the name of petitioner Claverias and her deceased brother. Thereafter, through fraud, Quingco had the said title cancelled and obtained a new certificate in her name. Subsequently, in connivance with private respondent Tongson, she executed a fictitious and simulated deed of sale of Lot No. 737 in favor of the latter and, by virtue thereof, a new transfer certificate of title was issued in Tongson's name. Subsequently, through force and intimidation, Tongson succeeded in evicting petitioner and her mother from the premises which they had been occupying until then. It was only in 1968, upon verification with the Office of the Register of Deeds of Bacolod City, that petitioner learned of these fraudulent transactions.

In their Amended Answer,[4] private respondents alleged, inter alia, that Lot No. 737 was twice sold to their predecessors-in-interest by Sinforosa. The first sale, which was with the petitioner's conformity, was consummated on 22 January 1922 for a consideration of P300.00. The second sale was executed by Sinforosa and the petitioner on 30 June 1930 for P200.00. In the settlement of the estate of Eustaquio Quingco, the lot was

adjudicated to respondent Adoracion Quingco who later sold it to respondent Tongson; the latter had a new transfer certificate of title issued in his name. In 1958, Tongson filed an ejectment case against petitioner; she lost this case. Her subsequent appeal to the then Court of First Instance of Negros Occidental was dismissed on 12 September 1967 for her failure to appear. During the pendency of the ejectment case, she filed an action for recovery of ownership with the Court of First Instance of Negros Occidental which, however, was likewise dismissed on 29 October 1959 for failure to prosecute.

Sinforosa died in 1980 during the pendency of Civil Case No. 615.

In its decision dated 29 October 1984, the trial court overruled the theory of fraud relied upon by petitioner on the ground that the facts established do not support it; it then held that: (a) the petitioner and her mother had in fact twice sold the property in question to Venancia Alarcon de Quingco, mother of respondent Adoration Quingco, as evidenced by Exhibits "17" and "18", (b) petitioner's cause of action had prescribed or is barred by laches, and (c) respondent Tongson is a buyer in good faith, hence, reconveyance cannot prosper. As to petitioner's claim that Venancia Alarcon was a mere trustee, the trial court ruled that even granting the existence of an implied trust, the action is likewise barred by prescription. The detailed disquisition of the trial court on these points reads:

"Be it remembered, however, that there are certain uncontroverted evidence affecting Lot 737 proven by some well-founded documentary evidence pertinent to and material to these transactions entered into by the parties or their predecessors-in-interest prior to and subsequent to the issuance of OCT No. RO-7111 (17502) proving:

(1) That OCT No. RO-7111 (17502) was issued on August 6, 1923, in the name of herein plaintiff, Teodora Claverias, and her brother, Federico Claverias, during their minority;

(2) That Federico Claverias died in his minority and was survived by his mother, Sinforosa Flores, and a sister, Teodora Claverias;

(3) But, prior of (sic) the issuance of OCT No. RO-7111 (17502), Sinforosa Flores, mother of herein plaintiff, and the plaintiff herself, Teodora Claverias, executed a deed of absolute sale on January 25, 1922, transferring and conveying the lot in question (Lot 737) to Venancia Alarcon de Quingco (mother of defendant Adoracion Quingco) for and in consideration of P300.00; (Exhibit "17")

(4) That after the death of Eustaquio Quingco, husband of Venancia Alarcon de Quingco and father of defendant Adoracion Quingco, his last will and testament was duly probated before the Court of First Instance of Negros Occidental in his Spec. Proc. No. 4797 entitled 'Testate Wstate (sic) of the late Eustaquio Quingco,' wherein Lot 737 was included as part of the testate estate of the deceased, Eustaquio Quingco; (Exhibits "5" and "5-A")

(5) On June 19, 1930, due to the loss of the original deed of sale dated January 25, 1922, another deed of absolute sale was executed by Sinforosa Flores and her daughter, Teodora Claverias, and this time, with the marital consent of the latter's spouse, Vicente Lomaques, involving the same property, subject matter of Exhibit "17" in favor of the same buyers mentioned by the original deed of sale. (Exhibit "18")

From the foregoing set of uncontroverted facts, the Court has no other recourse but to draw a conclusion that as early as 1922 and 1930, Sinforosa Flores and the plaintiff, Teodora Claverias, disposes (sic) of whatever interests or rights they may have had on Lot 737, absolutely and forever, unto to (sic) the predecessors-in-interest of the defendants herein. As matters stand, the deed of sale was executed not only once but twice. Hence, the plaintiff relinquished (sic) her rights over the property as early as 1922 and again in 1930, evidenced by unassailable documents.

It has been seen by the Court that in both instances the execution of the documents of sale (Exhibits "17" and

"18") came into being with the active participation and intervention of duly commissioned notaries public. Retired Judge Vidal Vallejera, 86 years old, testified in Court during its session on February 7, 1984, as to the genuineness and due execution of the document of sale executed by Sinforosa Flores, her daughter, Teodora Claverias, with the marital consent of the latter's spouse, Vicente Lomaques, on June 19, 1930. (Exhibit "18").

X X X

In the absence of any other evidence worthy of trust, the ancient documents marked as Exhibits "17" and "18" appear as the best memorial of the transactions affecting Lot 737. The Court is bereft of any Justifiable (sic) or cogent reason to disturb its conclusion that in truth, the plaintiff disposed of her rights and interests over Lot 737 several decades ago as proved by valid and authentic documents of transfer.

X X X

The ownership of Adoration Quingco and her predecessors-in-interest dates back to the year 1922 when the plaintiff and her mother sold and conveyed Lot 737 in favor of Venancia Alarcon (Exhibit "17"), which conveyance was confirmed on June 19, 1930, (Exhibit "18"). From that point in time until 1958, plaintiff Teodora Claverias exerted no efforts to seek for (sic) the annulment of several documents included in the proceedings (Spec. Proc. No. 4797). It was only month (sic) later on, April 26, 1959, when the plaintiff made attempt (sic) to assail the validity of the transactions had between the predecessors-in--interest of the defendants and the defendants themselves, and the plaintiff and her mother. These are transactions that transpired several decades ago, giving birth to several documents considered as ancient, stamped with a 'tag' of trustworthiness.

So that, even if it is assumed arguendum (sic), that indeed, fraud attended the consummation of these transactions involving Lot 737, the attempt by the plaintiff in this instant case to nullify these transactions can no longer proper (sic). Because upon the facts proven, it is not difficult for this Court to conclude that the plaintiff's cause of action, assuming that she ever had one, had prescribed at the time she filed a suit on (sic) April 29, 1959, (Case No. 5295, CFI?Negros Occidental). And better still, the case under consideration because of laches, the plaintiff may not now be allowed to assail the validity of the transactions affecting Lot 737, much less the validity of the judicial proceedings in Spec. Proc. No. 4797, entitled 'Testate Estate of Eustaquio Quingco' which resulted in the adjudication of the property in question to the defendant, Adoracion Quingco. (Godinez vs. Pelaez, L-18491, February 27, 1971).

Moreover, it has been also noted that on March 3, 1958, defendant Adoracion Quingco, for and in consideration of the sum of Two Thousand Pesos (P2,000.00), sold and conveyed Lot 737 by way of an absolute deed of sale to her co-defendant Ernesto Tongson. As a result of the deed of sale, TCT No. T-23353 was issued by the Register of Deeds of Negros Occidental in the name of Ernesto Tongson (Exhibit "3", also Exhibit "C"), thereby cancelling TCT No. T-23275 in the name of co--defendant Adoracion Quingco. (Exhibits "2" and "2-A").

As matters stand now, Ernesto Tongson is the absolute owner of Lot 737. Except for a series of real estate mortgages executed by Ernesto Tongson in favor of the Philippine National Bank, no other valid lien or encumbrances exists (sic) at the back of his title.

X X X

Having been obtained by way of a deed of absolute sale Lot 737 from Adoracion Quingco whose title was absolutely free from any flaw or defect, Ernesto Tongson, being a buyer of said Lot 737 for value and in good faith and without prior notice of any right whatsoever than what the defendant, Adoracion Quingco, had over Lot 737, deserves the full protection of the law. (Godinez vs. Pelaez, L-18491, February 27, 1971). Said defendant then acquired title to Lot 737 as an innocent purchaser for value as early as 1958 and such being the situation, the

rights and interests of defendant Ernesto Tongson over the lot in question must be set at rest since reconveyance as desired by the plaintiff can no longer prosper in this case, the land having passed on to an innocent purchaser for value. (Lazia vs. Donting, L-55911-R, February 25, 1977)."[5]

In her appeal from this adverse judgment to the respondent Court of Appeals, docketed as A.C.-G.R. CV No. 05100, petitioner, in her Brief, assigned the following errors:

"1. THE LOWER COURT ERRED IN HOLDING THAT LOT NO. 737 OF HIMAMAYLAN CADASTRE SUBJECT MATTER OF THIS CASE WAS PURCHASED BY THE GRANDPARENTS OF THE APPELLEES SPOUSES EUSTAQUIO QUINGCO AND VENANCIA ALARCON FROM THE APPELLANTS (sic) SAID FINDING OF THE COURT NOT SUPPORTED WITH EVIDENCE (sic) THEREFORE CONTRARY TO LAW;

2. THE LOWER COURT ALSO ERRED IN HOLDING THAT SINCE LOT NO. 737 WAS INCLUDED IN THE TESTAMENT OF THE LATE EUSTAQUIO QUINGCO, FATHER OF THE APPELLEE ADORACION QUINGCO, WHICH WAS PROBATED BY THE PROBATE COURT AND THE (sic) PROPERTY ADJUDICATED TO ADORACION QUINGCO AS HER SHARE A (sic) PROOF THAT THE PROPERTY BELONG (sic) TO THE ESTATE OF EUSTAQUIO QUINGCO SUCH (sic) FINDING OF THE COURT ALSO CONTRARY TO LAW;

3. THE LOWER COURT ALSO ERRED IN HOLDING THAT APPELLEE ERNESTO TONGSON A BUYER IN GOOD FAITH OF THE PROPERTY IN QUESTION, BE (sic) PROTECTED BY LAW SAID (sic) FINDING OF THE COURT ALSO CONTRARY TO THE EVIDENCE ESTABLISHED (sic) THEREFORE CONTRARY TO LAW;

4. THE LOWER COURT ALSO ERRED IN HOLDING THAT THE APPELLANTS' CAUSE OF ACTION (sic) TO ANNUL THE TITLE OF APPELLEE, ERNESTO TONGSON, AND TO RECOVER POSSESSION OF THE PROPERTY BARRED BY PRESCRIPTION OR LACHES SAID FINDING OF THE COURT ALSO (sic) CONTRARY TO LAW."

In its decision of 22 July 1986, the respondent Court sustained the trial court and affirmed its decision. It held:

"We agree, Against the notarized documents of absolute sale, Exhibits "17" and "18", evidencing Teodora Claverias' absolute alienation of Lot 737, her mere denials to the contrary are completely unavailing. The rule is settled.

'A notarial document, guaranteed by public attestation in accordance with the law, must be sustained in full force and effect so long as he who impugns it shall not have presented strong, complete, and conclusive proof of its falsity or nullity on account of some flaw or defect provided by law.' (Robinson vs. Villafuerte, 18 Phil. 171).

And to further accentuate the bankruptcy of the plaintiff's position, the defendants-appellees even presented the notary public who notarized one of the deeds of sale to testify to its validity.

'The testimony of a notary public, who is at the same time a lawyer, must be given more credence to (sic) the testimony of a party denying a contract acknowledged before the same notary public.' (Cabahug vs. Cinco, CA-G.R. No. 6042, February 3, 1941)

Even granting for the sake of argument the veracity of Teodora Claverias' claim of fraud -- that she never executed those deeds of sale and her mother merely entrusted the lot to Venancia Alarcon Quingco in 1922 -- -then, still, her claim should be barred on the ground of prescription. Whether express or implied, this alleged trust was openly repudiated in 1937 when Lot 737 was included as part of the late Eustaquio Quingco's estate in Spec. Proc. No. 4797, wherein the probate court duly approved the project of partition adjudicating to appellee

Adoracion Quingco the ownership of this lot.

The record further discloses this action of the probate court was not the only judicial rebuff suffered by the appellants in relation to the land subject of herein case. Sometime in 1958, defendant-appellee Ernesto Tongson instituted an ejectment case against Teodora Claverias and her husband (Civil Case 268) before the Municipal Court of Himamaylan, Negros Occidental. The court found for the plaintiff and ordered Teodora Claverias ejected from the land. On appeal to the then Court of First Instance of Negros Occidental, her appeal therein was dismissed on September 12, 1967 'for lack of interest and for failure of the appellants to appear.'

Again, in her first attempt to annul the defendants-appellee's title (filed on April 29, 1959), the case was dismissed by the lower court for repeated failure of Teodora Claverias and her husband to appear and prosecute the action.

The repeated wavering of the herein appellants in those previous cases to prosecute their claim of ownership raises serious doubts in Our minds as to the merits of their claim, else why the marked reluctance to press matters to a conclusion until (sic) now? Be that as it may, considering the legal documents of transfer and ownership possession by the appellees over the land in dispute, the challenged (sic) posed by the appellants must necessarily be rejected for lack of merit."^[6]

The motion for reconsideration of the foregoing decision having been denied for lack of merit in the 17 February 1987 Resolution of the Court of Appeals,^[7] petitioner took this present recourse, submitting the following assignment of errors:

"I

RESPONDENT COURT ERRED IN ADMITTING EXHS. "17" AND "18" AS EVIDENCE FOR THE PRIVATE RESPONDENTS DESPITE OBJECTION INTERPOSED BY THE PETITIONERS IN UTTER DISREGARD OF THE RULE OF LAW;

II

RESPONDENT COURT ERRED BY NOT FINDING THAT EXHS. "17" AND "18" BEING MERELY TRUE COPIES OF THE ALLEGED ORIGINAL UNDER THE LAW THE DOCUMENTS ARE NOT ADMISSIBLE AS EVIDENCE;

III

RESPONDENT COURT ERRED BY NOT FINDING THAT PRIVATE RESPONDENTS (sic) GUILTY OF MISREPRESENTATION BY PRESENTING AND OFFERING AS EVIDENCE IN COURT EXHS. "17" AND "18" AND MADE IT (sic) OF RECORD TO BE A CERTIFIED COPIES (sic) WHEN IN TRUTH AND IN FACT THE DOCUMENTS ARE MERELY TRUE COPIES;

IV

RESPONDENT COURT ALSO ERRED IN FINDING THAT THE ACTION FILED BY THE PETITIONERS TO RECOVER THE POSSESSION OF THE PROPERTY BARRED (sic) BY PRESCRIPTION."^[8]

We required the respondents to comment on the petition.^[9] After private respondents separately filed their Comments and the petitioner submitted a Reply, an Amended Reply and a Supplemental Reply, this Court gave due course to the petition and required the parties to submit their respective Briefs within thirty (30) days from notice.^[10]

A careful scrutiny of the pleadings reveals that contrary to private respondents' bold assertions that the issues in this case are factual and hence the findings of fact of the respondent Court are conclusive, legal issues of transcendental importance are also involved. Additionally, the findings upon which some issues are founded are not in fact supported by the evidence, are based on a misapprehension of facts, or the inferences made therefrom are manifestly mistaken. Accordingly, this case falls within some of the exceptions to the rule on conclusiveness of findings of fact of the respondent Court.[11]

The basic issues raised in this case involve:

- (a) the correctness of the admission of Exhibits "17" and "18";
- (b) granting that Exhibits "17" and "18" were properly admitted, the validity of the alleged sales of the property by Sinforosa Flores in 1922 (Exh. "17") and 1930 (Exh. "18");
- (c) the effect of the "conforme" of petitioner to the deed of sale, marked as Exhibit "17"; and
- (d) the correctness of the conclusion of the trial court that: (1) private respondent Tongson is a buyer in good faith and (2) petitioner is barred by prescription and laches.

I

1. Exhibit "17" is a copy of a deed of sale executed on 25 January 1922 by Sinforosa Flores and containing petitioner's conformity thereto,[12] while Exhibit "18" is a certification issued by Antonio Yacapin, Director of the Bureau of Records and Archives, Manila, dated 24 October 1958, and attesting to the correctness of an entry appearing on the notarial register of notary public Vidal P. Vallejera which makes reference to a deed of purchase and sale of Lot No. 737 of the Himamaylan Cadastre executed by Sinforosa Flores and Teodora Claverias in favor of Sixto Vallejera[13] for and in consideration of P200.00.

While petitioner insists that Exhibit "17" is merely a true copy, private respondents claim that it is a certified true copy. Both the trial and respondent courts, however, did not specifically rule on the objection. They admitted and treated it as if it was the original document.

Both courts committed a serious error in this respect. Exhibit "17" is not the best evidence and should have been rejected because the grounds for non-production of the original deed of sale under Section 3, in relation to Section 5, Rule 130[14] of the Rules of Court, were not duly established. Said sections provide:

"SEC. 3. Original document must be produced; exceptions. - When the subject of inquiry is the contents of a document, no evidence shall be admissible other than the original document itself, except in the following cases:

- (a) When the original has been lost or destroyed, or cannot be produced in court, without bad faith on the part of the offeror;
- (b) When the original is in the custody or under the control of the party against whom the evidence is offered, and the latter fails to produce it after reasonable notice;
- (c) When the original consists of numerous accounts or other documents which cannot be examined in court without great loss of time and the fact sought to be established from them is only the general result of the whole; and
- (d) When the original is a public record in the custody of a public officer or is recorded in a public office.

x x x

SEC. 5. When original document is unavailable. - When the original document has been lost or destroyed, or cannot be produced in court, the offeror, upon proof of its execution or existence and the cause of its unavailability without bad faith on his part, may prove its contents by a copy, or by a recital of its contents in some authentic document, or by the testimony of witnesses in the order stated."

Private respondents failed to present the original deed of sale and do not claim that they did. No justification has been adduced to show why they could not produce the original or the duplicate originals thereof. Indeed, serious doubt surrounds the existence of said deed of sale. Moreover, there is no showing that the same had been registered. The reconstituted Original Certificate of Title No. RO-7111 (17502)[15] does not carry any entry regarding the said sale.

On the other hand, Exhibit "18" is not a deed of sale. It is but a certification of an entry in the notarial register of notary public Vallejera. The certification states that "no copy of the above-mentioned document has been received by this office for file." It was, therefore, erroneous for both the trial and the respondent appellate courts to declare that it is a deed of sale. While the certification may be taken as evidence that sometime in the past the notary public did make that entry in his notarial book, the entry is neither a substitute for the document, nor the best evidence thereof. In this regard, private respondents again failed to show why they could not produce the best evidence. The testimony of the notary public that the document was acknowledged before him was insufficient to prove the contents thereof. We also note that aside from the fact that this so-called sale was not registered, no entry relating thereto appears in the reconstituted Original Certificate of Title.

This error of the trial court was compounded by its sweeping pronouncement that the deeds of sale of 25 January 1922 and 19 June 1930 are "ancient documents" and "appear as the best memorial of the transactions affecting Lot 737," and so, therefore, "x x x [t]he Court is bereft of any justifiable or cogent reason to disturb its conclusion that in truth, the plaintiff disposed of her rights and interest over Lot 737 several decades ago as proved by valid and authentic documents of transfer."

Considering the failure of private respondents to produce the original of the alleged deeds of sale, this Court cannot accept the said pronouncement. An ancient document, under the Rules on Evidence, refers to a private document which is more than thirty (30) years old, produced from a custody in which it would naturally be found if genuine, and is unblemished by alterations or circumstances of suspicion.[16] In the instant case, private respondents themselves never introduced and offered in evidence Exhibits "17" and "18" as private documents. On the contrary, they insisted that the same are public documents. Besides, even if they could be considered private documents, private respondents still failed to prove the two (2) essential requisites before an ancient document may be admitted without proof of its execution or authenticity, to wit: (a) it is produced from a custody in which it would naturally be found if genuine and (b) it is unblemished by any alterations or circumstances of suspicion. Both requisites presuppose the production of the original document, something which private respondents failed to do.

2. Even granting for the sake of argument that Exhibit "17" was correctly admitted and truly reflects what it purports to show, the "sale" evidenced therein by Sinforosa Flores of Lot No. 737 is null and void.

Lot No. 737 originally belonged to Sinforosa's husband, Cornelio Claverias, who died intestate. Cornelio's two (2) children, petitioner herein and Federico, inherited the property pursuant to Articles 930 and 932 of the Civil Code of Spain, the governing law at that time, subject, however, to Sinforosa's right of usufruct over one-third (1/3) of the property pursuant to Articles 834 and 835 of the same Code. These articles provide:

"ARTICLE 930. Succession pertains, in the first place, to the descending direct line.

x x x

ARTICLE 932. The children of the deceased shall always inherit from him in their own right, dividing the inheritance in equal shares.

x x x

ARTICLE 834. A widower or widow who, on the death of his or her spouse, is not divorced, or should be so by the fault of the deceased, shall be entitled to a portion in usufruct equal to that corresponding by way of legitime to each of the legitimate children or descendants who have not received any betterment.

If only one legitimate child or descendant survives, the widower or widow shall have the usufruct of the third available for betterment, such child or descendant to have the naked ownership until, on the death of the surviving spouse, the whole title is merged in him.

x x x

ARTICLE 835. The hereditary portion allotted in usufruct to the widowed spouse must be taken from the third of the estate available for the betterment of the children.”[17]

Specifically, this usufructuary right covered one-sixth (1/6) of the one-half (1/2) share of petitioner and one-sixth (1/6) of the other half pertaining to Federico.

Conformably with these provisions, the Original Certificate of Title (OCT) No. 17502, reconstituted as OCT No. RO-7111 (17502), was issued on 10 July 1923 in the name of "TEODORA CLAVERIAS and FEDERICO CLAVERIAS”, and made subject to the liens therein stated, the second of which reads:

"x x x (b) that the land above-described is subject to the usufructuary right of Sinforosa Flores during her natural life.”[18]

Sinforosa Flores could not have, therefore, sold or encumbered the lot. She could have disposed of or encumbered only her usufructuary right thereon. However, when Federico Claverias, a co-owner of the property, together with the petitioner, died without any issue, Sinforosa inherited his one-half (1/2) share of the lot pursuant to Articles 935 and 936 of the Civil Code of Spain, which read:

"ARTICLE 935. In default of legitimate children and descendants of the deceased, his ascendants shall inherit from him, to the exclusion of collaterals.

ARTICLE 936. The father and mother, if living, shall inherit share and share alike.

Should one only of them survive, he or she shall succeed to the entire estate of the child.”[19]

In addition to her ownership of one-half (1/2) of the property, Sinforosa retained her usufructuary right over one-sixth (1/6) of the portion pertaining to herein petitioner.

There is no competent evidence as to the date of death of Federico. It can, however, be safely presumed that he died after the issuance of OCT No. 17502 on 10 July 1923 because his name is still mentioned therein as a co-owner.

Consequently, if indeed a deed of sale (Exh. "17") was in fact executed on 25 January 1922, Sinforosa could sell only her usufructuary right over one-third (1/3) of the entire lot. The sale was null and void in respect to the lot because she was not its owner. Assuming for the sake of argument that another deed of sale was executed on 19 June 1930, as indicated by Exhibit "18", Sinforosa could have only validly sold the one-half (1/2) portion of Lot No. 737 which she inherited from Federico and her usufructuary right over one-sixth (1/6) of the share of petitioner, but not the latter's share. Nevertheless, if indeed Sinforosa signed the deed of sale dated 19 June 1930,

this Court would find it difficult to accept any explanation as to why the consideration indicated therein for the entire lot was merely P200.00 when Sinforosa's usufructuary right was sold eight (8) years earlier (Exh. "17") for P300.00. It cannot be said that this P200.00 was merely an additional sum because the vendee in the second sale is Sixto Vallejera and not Venancia Alarcon, the vendee in the first sale. There is absolutely no competent evidence to prove that, as again erroneously ruled by the trial court, Sixto purchased the property for Venancia's or her husband's estate.

3. No further ratiocination is needed to show the grave error committed by both the trial court and the respondent Court when they concluded that petitioner herein also sold her rights over the lot in the deed of sale of 25 January 1922, or that it is the "first" deed of sale she executed. Exhibit "17" itself, the very document relied upon by said courts, does not show that petitioner is one of the vendors. It is only Sinforosa Flores who is shown to be the vendor. Thus, it states:

"Yo, Sinforosa Flores, viuda, mayor de edad y vecina del Municipio de Himamaylan, Negros Occidental, L.F., hago constar que, en consideracion a la cantidad de TRES CIENTOS PESOS, moneda filipina, que he recibido antes de ahora a mi entera satisfaccion de la Sra. Venancia Alarcon de Quingco, x x x VENDO, CEDO Y TRANSPASO EN PERPETUA ENAJENACION, x x x."[20]

The petitioner's participation appears to be limited to the mere affixing of her signature below the word CONFORMES. This "conforme" could mean nothing more than her conformity to the sale of the usufructuary rights of Sinforosa. It cannot be legally construed as petitioner's sale of her rights in the lot, or of her conformity to the sale thereof by Sinforosa for the latter is not its owner; the conforme did not operate to vest on Sinforosa ownership over the lot since it can by no means be considered a mode of acquiring ownership.

II

Contrary to the findings of the courts below, private respondent Tongson is not a buyer in good faith. He bought the property on 3 March 1958. Good faith and the exercise of due diligence required him to demand from the vendor the production of the certificate of title. The vendor was then in possession of the owner's duplicate copy of OCT No. 17502 since it was not yet reconstituted. The reconstituted title was issued only on 4 March 1958.[21] Hence, at the time Tongson allegedly purchased the property, he knew, or ought to have known, that his vendor was not the registered owner of the property.

Furthermore, the entries in the reconstituted Original Certificate of Title (Exh. "A") also show that it was only on 31 March 1958 that it was cancelled upon the order of the court and a new one, Transfer Certificate of Title No. T-23275, was issued in the name of private respondent Adoracion Quingco.

The foregoing notwithstanding, laches had definitely foreclosed the petitioner's right to recover the property. In this regard, We are in full agreement with the trial court.

Although petitioner was the owner of one-half (1/2) of Lot No. 737, she never possessed the same. She attempted to enter into possession of a portion thereof in 1958, but was rebuffed by an action for ejectment filed by private respondent Tongson, who won said case. She lost in her appeal filed thereafter; during the pendency of the same, a writ of execution was issued against her in 1964.

Petitioner, by her own inaction or through her own fault, likewise lost in her bid in 1959 to secure the annulment of the titles issued in the names of private respondents Quingco and Tongson. The case she filed for that purpose was dismissed on 29 October 1959. Thus, even if Tongson may not be considered a purchaser in good faith, the adverse possession of his predecessor-in-interest from 1922 to 1958, totalling 36 years, benefited him for purposes of applying the principle of laches. Added to this is petitioner's failure to take any further action to

recover the property from the dismissal of the annulment case in 1959 until 23 October 1972, when she filed the original complaint in Civil Case No. 615. Verily, she had slept too long.

Prescription does not operate against her as she is the registered co-owner of Lot No. 737. Per Section 46 of the Land Registration Act, no title to registered land in derogation to that of the registered owner shall be acquired by prescription or adverse possession. Laches does. In *Mejia de Lucas vs. Gamponia*,^[22] this Court ruled that possession for 37 years by a defendant and inaction and neglect by the owner of a registered land calls for the application of the equitable defense of laches.

All the elements of laches, which this Court prescribed in *Go Chi Gun, et al. vs. Co Cho, et al.*^[23] and reiterated in the *Mejia* case and in *Miguel vs. Catalino*,^[24] to wit:

"(1) conduct on the part of the defendant, or of one under whom he claims, giving rise to the situation of which complaint is made and for which the complaint seeks a remedy;

(2) delay in asserting the complainant's rights, the complainant having had knowledge or notice, of the defendant's conduct and having been afforded an opportunity to institute a suit;

(3) lack of knowledge or notice on the part of the defendant that the complainant would assert the right on which he bases his suit; and

(4) injury or prejudice to the defendant in the event relief is accorded to the complainant, or the suit is not held to be barred."

are present in this case.

In *Heirs of Batiog Lacamen vs. Heirs of Laruan*,^[25] this Court defines laches and distinguishes it from prescription, thus:

"'Laches' has been defined as 'such neglect or omission to assert a right, taken in conjunction with lapse of time and other circumstances causing prejudice to an adverse party, as will operate as a bar in equity.' It is a delay in the assertion of a right 'which works disadvantage to another' because of the 'inequity founded on some change in the condition or relations of the property or parties.' It is based on public policy which, for the peace of society, ordains that relief will be denied to a stale demand which otherwise could be a valid claim. It is different from and applies independently of prescription. While prescription is concerned with the fact of delay, laches is concerned with the effect of delay. Prescription is concerned with the effect of delay. Prescription is a matter of time; laches is principally a question of inequity of permitting a claim to be enforced, this inequity being founded on some change in the condition of the property or the relation of the parties. Prescription is statutory; laches is not. Laches applies in equity, whereas prescription applies at law. Prescription is based on a fixed time, laches is not." (footnotes are omitted)

However, both the trial court and the respondent Court correctly applied prescription insofar as petitioner's claim of implied trust is concerned. It is now settled that an action based on an implied or constructive trust prescribes in ten (10) years,^[26] reckoned from the date of the repudiation of the trust.^[27]

While We commiserate with the petitioner and are moved by her plea, We must, nevertheless, remain faithful to Our pronouncement in *Miguel vs. Catalino*:

"x x x Courts can not look with favor at parties who, by their silence, delay and inaction, knowingly induce another to spend time, effort and expense in cultivating the land, paying taxes and making improvements thereon for 30 long years, only to spring from ambush and claim title when the possessor's efforts and the rise of land values offer an opportunity to make easy profit at his expense."

Vigilantibus, non dormientibus, jura subveniunt. Laws must come to the assistance of the vigilant, not of the sleepy.

WHEREFORE, due to the equitable principle of laches, the affirmance by the respondent Court in its decision of 22 July 1986 in A.C.-G.R. CV No. 05100 of the decision of the trial court in Civil Case No. 615 is hereby SUSTAINED.

No pronouncement as to costs.

IT IS SO ORDERED.

Gutierrez, Jr., (Chairman), Feliciano, Bidin, and Romero, JJ., concur.

[1] Entitled Teodora Claverias, et al. vs. Adoracion Quingco, et al.; Rollo, 92-97.

[2] Id., 39-51.

[3] Rollo, 27-31.

[4] Rollo, 32-38.

[5] Rollo, 45-50.

[6] Rollo, 55-57.

[7] Id., 74.

[8] Rollo, 146-147.

[9] Id., 99.

[10] Id., 138.

[11] Medina vs. Asistio, Jr., 191 SCRA 218, which enumerates the exceptions.

[12] Annex "L" of Petition; Rollo, 75.

[13] Annex "M", Id.; Id., 76.

[14] Formerly Sections 2 and 4, Rule 130, Rules of Court. The word document is now used instead of writing.

[15] Exh. "A"; Annex "A" of Petition; Rollo, 20-21.

[16] Section 21, formerly Section 22, Rule 132.

[17] FISHER, F.C., Civil Code of Spain With Philippine Notes and References, Fourth Ed., 1930, 318-319; 292-293.

[18] Rollo, 21.

[19] FISHER, op. cit., 319-320.

[20] Rollo, 75.

[21] Exh. "A-2", Rollo, 21.

[22] 100 Phil. 277 (1956).

[23] 96 Phil. 622.

[24] 26 SCRA 234 (1968).

[25] 65 SCRA 605 (1975).

[26] Alzona vs. Capunitan, 4 SCRA 450; Bueno, et al. vs. Reyes, et al., 27 SCRA 1179.

[27] Ramos vs. Ramos, 61 SCRA 284; Carantes vs. Court of Appeals, 76 SCRA 514; Jaramil vs. Court of Appeals, 78 SCRA 420.

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