

MANUEL CONCEPCION AND PRIMITIVA CONCEPCION, PETITIONERS, VS. THE HONORABLE COURT OF APPEALS AND VIDAL MARANA, RESPONDENTS.

G.R. No. 83208, February 06, 1991

Ponente: PARAS, J.

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PARAS, J.:

This is a petition for review on certiorari of the decision[*] of the Court of Appeals dated March 16, 1988 in CA-G.R. CV No. 03686 affirming the decision of the Regional Trial Court, 7th Judicial Region, Branch XL in Dumaguete City, in Civil Case No. 3675 for reconveyance and/or damages rendered in favor of respondent Vidal Marana.

The facts of the case as can be gathered from the decision of the Court of Appeals are as follows:

Lot No. 615, located in Tanjay, Negros Oriental and with an area of approximately 1,143 square meters was originally owned by one Gertrudes Pada, the mother of brothers Nicomedes and Nelon, both surnamed Garcia. The Garcia brothers inherited the property upon their mother's death and became co-owners in equal shares. On June 26, 1922, Nicomedes Garcia sold to Martin Gayo approximately one-third (1/3) of the land (374 square meters) taken from the vendor's 1/2 undivided share in Lot No. 615, for a price of P40.00. This sale was embodied in a document designated as "Escritura de Compraventa" (Record, p. 9). On November 3, 1923, Martin Gayo filed a written answer in the cadastral hearing in regard to the land, claiming the entire lot for himself and his two children, Teodorico Gayo and Januaria Gayo (Exhibit "F"). Also on November 3, 1923, Nicomedes Garcia submitted a written answer in the same cadastral hearing for Lot No. 615, for himself and Nelon Garcia (Exhibit "E"). In the latter document, Nicomedes Garcia stated that a third of the land had been sold to Martin Gayo, leaving the Garcia brothers with the remainder of two-thirds of the land. Thereafter, the cadastral court awarded the entire Lot No. 615 to Martin Gayo and his children in its March 4, 1926 decision. Original Certificate of Title No. 7600 (Exhibit "A," Exhibit "2") was then issued providing in part:

"Cadastral Case No. 10 G.L.R.O. Cadastral Record No. 301 having been duly and regularly heard, in accordance with the provisions of law, it is hereby decreed that Martin Gayo, a widower; Teodorico, married to Macaria Real; and Januaria Gayo, single; in the proportion of an undivided 1/2 share to the first named and the remaining 1/2 in undivided equal shares to the last two; all of Tanjay, Province of Oriental Negros, P.I., are --- the owners in fee simple of certain land situated in said province of Oriental Negros, more particularly bounded and described as follows: x x x x x"

According to the respondent Vidal Marana, Teodorico and Januaria Gayo, after the death of their father, realized and admitted to the wrongful registration of the whole lot in their names. So in 1940, the Gayos executed a "quitclaim sale", duly notarized whereby they waived and renounced in favor of the Garcia brothers the remaining two-third undivided portion of the property which rightfully belonged to the Garcias. As proof of this transaction, a "Confirmation of Sale-Quitclaim and Waiver and Renunciation of Rights and Interests" was executed by the

Gayo children on December 22, 1959 (Exhibit "I" and "I-1"). Subsequent to the aforesaid waiver, but also in 1940, Nelon Garcia sold to Marana, two hundred forty-seven (247) square meters of the property from the remainder of his 1/2 share of the lot, as evidenced by a "Confirmation of Sale and Quitclaim" executed by Nelon Garcia on December 24, 1957 (Exh. "J" and "J-1"). As alleged by Marana, and supported by the Garcia brothers and the Gayo children the appellee had always been in peaceful, continuous, open and adverse possession of the area since he acquired it, having built his residence thereon. Despite the foregoing transactions, however, the title to the whole lot remain registered in the name of the Gayos under Original Certificate of Title No. 7600. Marana had the land subdivided in 1959 and marked off the metes and bounds of his property with concrete monument (Exhibit "K").

The spouses Manuel Concepcion and Primitiva Villaflores stepped into the picture in 1955 when they purchased for the sum of P400.00 the whole of Lot No. 615 from the Gayo children as stated in a public instrument designated as an "Extrajudicial Settlement and Sale" dated October 29, 1955 (Exhibit "C-2", "C-3"). On December 25, 1955, Nelon and Nicomedes Garcia waived "all their rights, interests, participation, share and title over a certain parcel of land known as Lot 615 of Tanjay Cadastre" in favor of Manuel Concepcion and Primitiva Villaflores for P1,000.00 (Exhibit "N", Exhibit "4", "4-b"). Thereafter, the spouses had Original Certificate of Title No. 7600 cancelled and secured the registration of the entire property in their names on January 7, 1956 as evidenced by Transfer Certificate of Title No. T-5026.

Marana was forced on December 21, 1959 to resort to litigation after he received two demand letters from the attorney of Concepcion and Villaflores requiring the appellee to vacate the premises and remove whatever he had introduced thereon (Exhibit "L" and "M").

And so a complaint for reconveyance and/or damages (Civil Case No. 3675) was instituted by Vidal Marana against the spouses Manuel and Primitiva Villaflores, Teodorico Gayo, Januaria Gayo and Nelon Garcia. This action was filed to recover a portion of Lot No. 615 which the appellee Vidal Marana allegedly owns, but which he claims to have been titled in the names appellants despite the latter's knowledge that Marana owned a part of the land.

After trial, the lower court rendered a judgment on February 27, 1984 in favor of plaintiff-Vidal Marana ordering the defendants below:

- "1) To execute a deed of reconveyance of a portion of Lot No. 615 in favor of plaintiff, consisting of two hundred forty-seven (247) square meters, the technical description as found in paragraph 14 of the complaint, and for the Register of Deeds to issue a separate Transfer Certificate of Title to the plaintiff and to cancel Transfer Certificate of Title No. T-5026, covering the whole of Lot No. 615 and to issue to the herein defendants a Transfer Certificate of Title for the remaining portion already owned by them after payment of all the fees required by law;
- "2) To pay plaintiff jointly and severally, the sum of P1,000.00 for expenses of litigation; P3,450.00 as reasonable attorney's fees; and P500.00 as moral damages; and
- "3) To pay the cost of the proceedings." (pp. 169-170, Rollo)

That decision was appealed by the defendants spouses Manuel Concepcion and Primitiva Villaflores to the Court of Appeals docketed as CA-G.R. CV No. 03686 entitled "Vidal Marana vs. Manuel Concepcion and Primitiva Villaflores". (Rollo, pp. 169-180).

Petitioners raised the following assignment of errors committed by the lower court in their brief:

THE COURT A QUO ERRED:

FIRST ERROR.

IN FINDING THAT THIS CASE HAS NOT PRESCRIBED.

SECOND ERROR.

IN FINDING THAT MARTIN GAYO COMMITTED FRAUD IN SECURING THE DECREE OF REGISTRATION IN HIS NAME AND IN THE NAME OF HIS TWO CHILDREN FOR THE WHOLE OF LOT- 615.

THIRD ERROR.

IN ANNULING, AMENDING, MODIFYING THE DECISION OF THE CADASTRAL COURT AND DECREE OF REGISTRATION AFTER BOTH BECAME FINAL, EXECUTORY AND INCONTROVERTIBLE.

FOURTH ERROR.

IN FINDING THAT MARANA IS AN OWNER OF A PORTION OF LOT 615.

FIFTH ERROR.

IN FINDING THAT MARANA IS AN INNOCENT PURCHASER FOR VALUE.

SIXTH ERROR.

IN FINDING THAT CONCEPCION IS AN OWNER ONLY OF A PART AND NOT THE WHOLE OF LOT NO. 615.

SEVENTH ERROR.

IN FINDING THAT CONCEPCION IS A PURCHASER IN BAD FAITH.

EIGHTH ERROR.

IN REFUSING TO DISMISS THE COMPLAINT FOR FAILING TO STATE A CAUSE OF ACTION.

NINTH ERROR.

IN ESTIMATING THE VALUE OF THE EFFECT OF THE EVIDENCE.

All of which boil down to two issues as follows:

FIRST.

Whether or not Vidal Marana is an owner of a part of Lot No. 615;

SECOND.

Whether or not Manuel Concepcion and Primitiva Villaflores are the owners of the whole of Lot No. 615.

The Court of Appeals in a decision promulgated on 16 March 1988 affirmed the decision of the trial court and the subsequent motion for reconsideration** filed was denied by the same court in a resolution dated 25 April 1988.

The Court of Appeals in sustaining the decision of the trial court held that the object of plaintiff-appellee's action for reconveyance filed is not the re-opening of the original decree of registration in favor of the Gayos but the cancellation of Transfer Certificate of Title No. T-5026 and the return to appellee Vidal Marana of what actually belongs to him. The procedure prescribed for reconveyance of the registered land to the rightful but as yet unregistered owner is authorized by Act 496, Section 102 (Land Registration Act) where a person wrongfully deprived of his land or any interest therein as a result of the application and operation of the Land Registration Law is allowed to recover from the Assurance Fund the losses or damages he had sustained. Said provision states:

"... That nothing in this act shall be construed to deprive the plaintiff of any action which he may have against any person for such loss or damage or interest therein without joining the Treasurer of the Philippine Archipelago as a defendant therein.

"The above quoted proviso to Section 102 of Act 496 constitutes sufficient statutory authority aside from the dictates of equity, under which the remedy of reconveyance may be invoked. It must be conceded, nevertheless, that this remedy cannot always be availed of by an aggrieved claimant, as when the rights of innocent purchasers for value will be affected."

"Thus in its decision, the trial court did not amend, annul or modify the cadastral court's decision or the decree of registration issued by the General Land Registration Office to the Gayos."

The Court of Appeals likewise affirmed the trial court's finding that the appellants Manuel Concepcion and Primitiva Villaflores were not innocent purchasers for value, and thereby granted the claim of Marana over a portion of Lot No. 615.

Hence this petition for review.

Apparently, the present petition raises questions of facts. And to justify a review by this Court, the following special and important reasons are adduced by the petitioners: that the decision of the Court of Appeals is contrary to the evidence and the law in finding that petitioners do not own the entire lot in question and the appreciation of Exhibits "I" and "J" as secondary evidence to prove the basis of Marana's ownership over the lot in question.

We find the petition devoid of merit.

A careful perusal of the records fails to yield any substantial and convincing reason why we should reject the findings of the trial court as affirmed by the Court of Appeals. Suffice it to state here that the great mass of evidence supports and substantiates the claim of appellee- Vidal Marana as found by the trial court and the Court of Appeals. To quote the decision of the Court of Appeals:

"When the appellants acquired the entire lot in 1955 from the Gayo children, what they actually bought was only that portion which the Garcias had originally sold to Martin Gayo. That was all that Concepcion and Villaflores could have acquired as that was what the Gayo children had title to and could legitimately have put up for sale. We must state here that the rights of the appellants over the land could not have exceeded those of their vendors. Soon after, the spouses acquired the remaining area still owned by the Garcia brothers, i.e., what

was left of the brothers 2/3 portion of lot 615 after the sale of 247 square meters to Marana."

"From the foregoing, it is evident that what convinced the lower court that the sale to the appellee preceded that to the appellants were Exhibit's "I" and "J". While these documents -- as well as the ORAL TESTIMONY presented by Marana, the Garcias and Januaria Gayo confirming the 1940 transactions in favor of Marana -- are secondary evidence of the Gayo's recognition of the Garcia's ownership of the stated two thirds portion by the Garcia's ownership to Marana, the DUE EXECUTION of the original documents and THEIR DESTRUCTION during the Great Pacific War were ADEQUATELY ESTABLISHED. Significantly, all the signatories thereto affirmed under oath during the trial that these aforesaid dealings with the property in question had actually transpired. These secondary evidence could thus be admitted and considered."

"It is also odd, as it appears on record, that the appellants sought and immediately worked out an amicable settlement with the Garcias but not with Marana, who had actually been living in the land for many years, who had introduced various improvements and had planted thereon and who had claimed ownership of a sizeable portion of the lot. If they were willing to come to terms with the Garcias, appellant's should have dealt similarly with Marana, instead of demanding outright that he immediately vacate that area which he actually owns."

"At this juncture, We take note that Exhibit "K" shows that the subdivision of the property was done in 1959. Presumably, the laying of the monuments followed shortly thereafter. So when the vendors had shown the land to the appellants, such boundary markers could not have been in existence yet. This circumstance, however, would not affect the result of the appealed decision. The great mass of evidence still substantiates the claim of Marana."

It is to be noted here that the decision of the trial court and the Court of Appeals were arrived at after a careful study and examination of the records of the case and the evidence adduced in the trial court. And indeed, the Court of Appeals found that substantial and convincing evidence supports the factual findings and conclusions of the trial court. The determination of whether or not Vidal Marana is a part owner of the lot in question and the Conceptions are not the owners of the whole Lot No. 615 are not dependent on the two exhibits alone (Exh. "I" and "J"). There are other pieces of evidence which supports Marana's ownership over the lot in question and it need not be discussed here for the same were adequately discussed in the decision of the appellate court.

Petitioners would however insist that without Exh. "J" and "I" being considered as secondary evidence, Marana's ownership over the lot in question would be inexistent and eventually fail. This argument is untenable: firstly, the lower court found that the appellants were not innocent purchasers for value. This finding was affirmed by the Court of Appeals (Rollo, p 175, CA decision, p. 7). Being purchasers in bad faith, they cannot, for want of honest dealing shelter themselves under the protection of the Land Registration Act (Vda. de Carvajal vs. Coronado, 18 SCRA 635; Bornaes vs. IAC 166 SCRA 519; Galican vs. Gaffud 27 SCRA 706) since mere registration is not enough, good faith must concur with registration. Bad faith renders the registration futile (Cordente vs. IAC, 166 SCRA 519). To quote the findings of the lower court as affirmed by the Court of Appeals, the relevant sections of the appealed decision states:

"The defendants Concepcion became the owners of Lot No. 615, by virtue of an "Extrajudicial Settlement and Sale" executed by Teodorico and Januaria Gayo on Oct. 29, 1955. Because Original Certificate of Title No. 7600, covering lot no. 615, was lost during the Second World War, defendants Concepcion filed a "motion" (Exh. "C") in Court for the judicial reconstitution of the owner's duplicate of O.C.T., No. 7600. The Court issued an Order dated Dec. 17, 1955, granting the motion, and Transfer Certificate of Title No. T--5026 which was issued by the Register of Deeds of Negros Oriental in favor of the defendants Concepcion over Lot No. 615. Plaintiffs in this case, testified that defendants Concepcion knew all the time that the former is the owner of a portion of Lot No. 615 because defendants Concepcion went to the land in question and saw plaintiff's house, his improvements on the lot bought by him and Primitiva Concepcion even asked plaintiff the portion of

the lot that he owned and plaintiff showed her the concrete monuments of the lot. Defendant Nelon Garcia, testified in court that he pointed to the defendant Primitiva, the portion of Lot 615 that he and his brother Nicomedes Garcia, sold to her, which excluded the portion of the lot sold to plaintiff. Defendants were fully aware of plaintiff's claim or interest or a portion of Lot 615. And as such, they are not purchasers in good faith of the lot in question."

"Defendant Primitiva Concepcion, admitted that at the time she bought Lot No. 615, the herein plaintiff was already in possession of a portion of the improvements introduced by plaintiff, namely: a residential house, bananas, and that the portion owned by plaintiff was fenced. Her only defense was that she was told by the vendors that plaintiff was merely tolerated by them to stay on the lot. The defendants, except the defendants Concepcion, never contested the plaintiff's complaint. In fact, they did not only admit the material allegations in the complaint but defendants Nelon Garcia and Januaria Gayo testified for the plaintiff that plaintiff was the owner and occupant of a portion of Lot No. 615. x x x x On December 24, 1957, defendant Nelon Garcia also executed a confirmation of sale and quitclaim (Exhibit "J") in favor of the plaintiff of the lot in question. If the very vendors themselves acknowledge the rights and interest of plaintiff over a portion of Lot 615 how can defendants Concepcion claim that they are purchasers in good faith? x x x x"

"Defendants Concepcion claim that they bought the whole lot from Teodorico Gayo and Januaria Gayo for P400.00 and yet on December 25, 1955, they paid an enormous sum of P1,100.00 for defendants Nelon Garcia and Nicomedes Garcia to waive their rights, interests, participation, share and title over Lot No. 615. This only shows that Defendants Concepcion acknowledged the Garcias to have rights and interests contrary to their claim that Teodorico and Januaria Gayo were the absolute owners of Lot No. 615. And this only confirms the testimony of Nelon Garcia that he and his brother, Nicomedes Garcia, sold the remaining middle portion of Lot No. 615 to the defendants Concepcion and they were aware that the Gayos were not the absolute owners of the property in question." (Decision, pp. 12-14; Record, pp. 375-377).

Assuming arguendo that Exh. "J" and "I" are not secondary evidence to prove the due execution of the alleged sale by Nelson Garcia to Marana in 1940, such failure should affect only the weight of the evidence intended to establish the execution of said documents. The determination of whether or not Vidal Marana is a part owner and the Concepcions are not the owners of the whole of Lot No. 615 are questions that are best addressed to the trial court or the Court of Appeals as triers of facts. Said courts had the means not available to the Supreme Court in a petition for review on certiorari, to verify the truth or falsity of any documents, exhibits, or testimonies offered including Exhibits "J" and "I" as well as the oral testimonies of the defendants and the plaintiffs which petitioner assails as being incredible.

Moreover, what convinced the lower court that the sale to the appellee preceded that to the appellants were the exhibits being questioned as well as the oral testimonies of the plaintiff, the Garcias and Januaria Gayo confirming the 1940 transactions in favor of Marana. The appreciation of these evidence are discretionary upon the trial court.

Petitioner would likewise assail the credibility of the witnesses for plaintiff as being incredible. Suffice it to state that the trial court's findings on the credibility of witnesses deserve full respect because the trial judge is in a better position to make appreciation of evidence for having heard personally the witnesses Nelon Garcia, Nicomedes Garcia, and Januaria Gayo and observed their deportment and manner of testifying during the trial. (People vs. Alvarez y Soriano, July 29, 1988; Apex Investment and Finance Corp. vs. IAC, Oct. 18, 1988).

PREMISES CONSIDERED, the decision of the Court of Appeals dated March 18, 1988 is hereby AFFIRMED.

SO ORDERED.

Melencio-Herrera, (Chairman), Padilla, Sarmiento, and Regalado, JJ., concur.

[*] Penned by Associate Justice Alfredo L. Benipayo and concurred in by Associate Justices Jose C. Campos, Jr. and Venancio D. Aldecoa, Jr.

[**] Resolution penned by Associate Justice Alfredo L. Benipayo and concurred in by Associate Justices Jose C. Campos, Jr. and Ricardo Francisco.

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