

HEIRS OF MARIA REVILLEZA VDA. DE VEGA AND HEIRS OF SEBASTIAN SALVA CRUZ, PETITIONERS, VS. COURT OF APPEALS AND HEIRS OF ANTONIO TAMISIN, RESPONDENTS.

G.R. No. 93507. July 12, 1991

Ponente: MEDIALDEA, J.

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MEDIALDEA, J.:

This is a petition for review on certiorari seeking reversal of the decision of respondent Court of Appeals dated November 13, 1989 ordering petitioners to reconvey ownership and possession of the land in question to private respondents and to pay attorney's fees; and its resolution dated May 21, 1990 denying the motion for reconsideration.

The pertinent facts are as follows:

It appears that the land in question, which is situated at Batong Malake, Los Baños, Laguna, was originally owned by Ignacio Revilleza (Exh. "A") who died intestate leaving behind five (5) children namely: Margarita, Lorenzo, Florencio, Sinforosa and Dominga, all surnamed Revilleza (see Exh. "A" and p. 593, Vol. III, Records). Margarita Revilleza had two (2) children with Valeriano Tamisin, namely: Antonio and Maura, both surnamed Tamisin (p. 593, Vol. III, Records). Antonio Tamisin is the father of private respondents Paulino, Lorenza, Virginia, Cristeta, Emilia, Bethilda and Dorotea, all surnamed Tamisin (ibid). Maura Tamisin is the mother of intervenors Marciana, Lucio, Placida, Susana, Carmen and Melencio, all surnamed Dequillo (ibid). Lorenzo Revilleza had four (4) children, namely: Emilio, Macario, Marcela and Maria R. Vda. de Vega (ibid). Maria R. Vda. de Vega died on April 1, 1979 leaving behind her five (5) children, petitioners Gloria Vega Yap, Marcos, Jr., Rogelio, Lubin and Carlos (ibid). Sebastian Salva Cruz is the son of the other daughter of Ignacio Revilleza (ibid). He died on July 24, 1974 leaving behind his children, the other petitioners (ibid).

After the death of Ignacio Revilleza, an Extra-judicial Partition dated March 19, 1915, was executed among Florencio, Lorenzo, Sinforosa and Dominga, all surnamed Revilleza and Antonio Tamisin wherein eight (8) parcels of land were distributed among them, to wit: three (3) parcels to Lorenzo Revilleza; one (1) parcel to Florencio Revilleza; one (1) parcel to Sinforosa Revilleza; two (2) parcels to Dominga Revilleza; and one (1) parcel to Antonio Tamisin, located at Batong Malake (see Exh. "A;" see also p. 594, Vol. III, Records). The said Extrajudicial Partition was recorded in the Notarial Register of Miguel Bonifacio, as shown by a Certified National Archives copy issued by the Bureau of Records Management (Exh. "A").

Sometime in 1917, Antonio Tamisin joined the U.S. Navy (p. 594, Vol. III, Records). On October 8, 1921, a document entitled "Escritura de Venta Absoluta" was allegedly signed and executed by Antonio Tamisin and Maura Tamisin with the conformity of Julio Dequillo, as vendors of the land, located at Batong Malake, Los Baños, Laguna. The alleged document mentioned of a sale of one-half (1/2) of the land in question in favor of Sebastian Salva Cruz (Exh. "1"-Salva Cruz; p. 212, Vol. III, Records). The same document also mentioned of a sale of the second half of the land in question in favor of Lorenzo Revilleza (Exh. "1"). The portion of the land

allegedly sold to Sebastian Salva Cruz has an area of 1,611 square meters, 435 square meters of which were expropriated by the National Power Corporation sometime in July, 1941 (pp. 27-28, TSN, August 3, 1979; see also Exh. "6-a;" p. 27, Vol. III, Records). Since 1948, Sebastian Salva Cruz had declared the remainder of said land for taxation purposes (Exhs. "8," "8-a," "8-b," and "8-c"-Salva Cruz; pp. 32-35, Vol. III, Records). He paid realty taxes on the land from 1966 to 1979 (Exhs. "9" to "9-H"-Salva Cruz; pp. 36-50, Vol. III, Records). The land was surveyed for him by Geodetic Engineer Danilo Angeles (Exh. "3-a"-Salva Cruz; p. 23, Vol. III, Records). Engr. Angeles likewise prepared the plan and technical description of the land (Exhs. "2" and "3;" pp. 21-22, Vol. III, Records). When Lorenzo Revilleza died on May 15, 1928, his son, Emilio Revilleza, filed with the then Court of First Instance of Laguna an application for registration of the second half of the land in question docketed as Case No. 1469, G.L.R.O. Record No. 32505 (Exh. "3"-de Vega). As a result, on May 20, 1929, Original Certificate of Title RO-1100 (No. 9423) was issued in the names of Emilio, Macario and Marcela, all surnamed Revilleza and Maria R. Vda. de Vega (Exh. "2"-de Vega). The said Original Certificate of Title covered a piece of land located at Batong Malake, Los Baños, Laguna, with an area of 6,594 square meters (see Exh. "2" - de Vega). On April 18, 1950, in view of the death of her other co-owners, Maria R. Vda. de Vega executed an Affidavit of Adjudication (Exh. "S") which, in effect, adjudicated the land covered by OCT No. RO-1100 (No. 9423) in her favor (see pp. 5-7, Vol. III, Records), and which resulted in the issuance of Transfer Certificate of Title No. 3911 in her name (p. 224, Vol. III, Records).

On August 10, 1964, private respondents were issued a certification from the Bureau of Records Management that the records in the Archives failed to reveal the existence of a Deed of Sale ("Escritura de Venta Absoluta") alleged to have been executed by Antonio Tamisin (Exh. "L," p. 59, Vol. IV, Records; see also pp. 31 to 33, Exh. "B" for private respondents). As a consequence thereof, Antonio Tamisin filed a criminal complaint against Sebastian Salva Cruz for falsification of documents at the Office of the Provincial Fiscal, Sta. Cruz, Laguna (pp. 38-39, TSN, June 8, 1976). The said criminal complaint, however, was not pursued to its conclusion because Antonio Tamisin got sick and died on November 2, 1966 (pp. 53-54, TSN, June 8, 1976). On July 20, 1973, private respondents filed a complaint for annulment of documents, reconveyance and damages against petitioners. On October 14, 1974, an amended complaint was filed, this time only for reconveyance and damages (see pp. 1, 153, 187, Vol. I, Records). The heirs of Maria R. Vda. de Vega filed their answer on January 28, 1975 whereas the heirs of Sebastian Salva Cruz filed their answer on July 1, 1975 (p. 219, Vol. I, Records). On February 4, 1976, a complaint-in-intervention was filed by the heirs of Maura Tamisin (p. 226, Vol. I, Records).

On June 4, 1986, the trial court rendered judgment, the dispositive portion of which reads (p. 82, Rollo):

"IN VIEW THEREOF, for failure of the plaintiffs and intervenors to establish their respective claims by a preponderance of evidence, the complaint as amended and the complaint in intervention as amended, are hereby dismissed.

"The plaintiffs and intervenors are hereby ordered to pay, jointly and severally: (1) the heirs of Maria R. Vda. de Vega the amount of Five Thousand Pesos (P5,000.00) Philippine Currency, as attorney's fees; (2) the heirs of Sebastian Salvacruz (sic) the amount of Five Thousand Pesos (P5,000.00), Philippine Currency, as attorney's fees; and (3) the costs.

"SO ORDERED."

Only private respondents filed an appeal before respondent Court of Appeals. On November 13, 1989, respondent court decided in their favor. The dispositive portion of its decision reads (p. 133, Rollo):

"IN VIEW OF ALL THE FOREGOING, the decision of the Court a quo dated June 4, 1986 is hereby REVERSED AND SET ASIDE and a new judgment is rendered ordering defendants-appellees to reconvey ownership and possession of the land in question to herein plaintiffs-appellants. Defendants-appellees are

likewise ordered to pay attorney's fees in the sum of P3,000.00 plus P50.00 for each court appearance. With costs.

"SO ORDERED."

The motion for reconsideration was denied (pp.164-169, Rollo). Hence, the present petition.

Mainly, petitioners allege that private respondents were not able to identify the property they are trying to recover. The cause of action of private respondents is for reconveyance which has already prescribed. Petitioners have acquired their properties by extraordinary prescription which does not require good faith. Assuming that good faith is still necessary for petitioners to acquire ownership by acquisitive prescription, still their possession was really in good faith. The deed of sale dated October 8, 1921 is a genuine and authentic document. There was no implied trust between Antonio Tamisin and Lorenzo Revilleza, assuming that there was, prescription will still set in favor of petitioners who repudiated the trust.

The trial court, in dismissing the complaint and complaint-in-intervention, took into consideration the following: 1) the evidence submitted by private respondents and intervenors to establish the identity of the land they were claiming from petitioners was inadequate insofar as Maria R. Vda. de Vega was concerned because Exhibits "E-1," "F-1" and "G-1," which were sketches prepared by Geodetic Engineer Ruperto Coquia purportedly showing the location of the land in question, can hardly be considered sufficient to prove its identity: a) Engineer Coquia prepared the sketches based on verbal information given to him by Dorotea T. Gonzales (daughter of Antonio Tamisin) who was not even born yet at the time the property was inherited by Antonio Tamisin, b) as admitted by Engineer Coquia, he did not actually go to the location of the land in question to conduct a physical survey but relied on the documents furnished him by Dorotea T. Gonzales, c) the documents on which Engineer Coquia based the sketches were never presented and shown to be properly authenticated; 2) from May 20, 1929, when OCT RO-1100 (9423) was issued to July 20, 1973, when the original complaint was filed, Maria R. Vda. de Vega has been in public, peaceful and continuous possession of the land in question and has, therefore, become the owner thereof by acquisitive prescription, citing Article 1137 of the Civil Code;^[1] 3) the complaint and the complaint-in-intervention were barred by prescription, citing Article 1141 of the Civil Code;^[2] 4) private respondents and intervenors failed to show any document to prove the existence of the alleged trust between Antonio Tamisin and Lorenzo Revilleza; 5) there was no sufficient evidence to prove that the signature of Antonio Tamisin in the "Escritura de Venta Absoluta" was a forgery; 6) the "Escritura de Venta Absoluta," being a notarized document, the presumption that the official duty of the notary public was regularly performed must be maintained since no evidence was presented to show the contrary; and 7) under both ordinary and extraordinary prescription, Sebastian Salva Cruz must be considered the owner of the land in question, citing Articles 1134^[3] and 1137 (supra) of the Civil Code.

The respondent court viewed the controversy differently by making the following findings: 1) petitioners, in resisting the action for reconveyance, claimed that the land in question has been acquired by them through the "Escritura de Venta Absoluta" thus, the conclusion is unwarranted that private respondents were not able to identify the land sought to be recovered; 2) the thrust of private respondents' action is to declare the inexistence or nullity of the "Escritura de Venta Absoluta" which does not prescribe, citing Article 1410 of the Civil Code,^[4] and their prayer for reconveyance and damages is merely a necessary consequence thereof; 3) in order for acquisitive prescription to take place, it is necessary that possession must be in good faith, and it cannot be said that petitioners' possession was in good faith because: a) the "Escritura de Venta Absoluta" was defectively executed since it did not conform with the mandatory formal requirements prescribed by Section 127 of the Land Registration Act,^[5] b) the document cannot be classified as an ancient writing that would exempt it from proof of authenticity and due execution because it failed to comply with the provisions of said Section 127 and Maura

Tamisin was wrongly placed as Marta Tamisin in the document, c) a certification was issued by the Division of Archives of the Bureau of Records Management that the Archives failed to reveal the existence of the "Escritura de Venta Absoluta;" 4) Antonio Tamisin could not have been able to execute and sign the "Escritura de Venta Absoluta" on October 8, 1921 as he was then abroad serving the U.S. Navy; and 5) the Philippine National Police Academy has made a conclusive finding that the questioned signature of Antonio Tamisin appearing on the "Escritura de Venta Absoluta" and his sample signatures were not written by one and the same person.

We find it unnecessary to belabor the lengthy disquisition of respondent court. We can confine Our discussion on only two (2) basic issues: (1) whether or not the land in question was identified by private respondents; and (2) whether or not private respondents' action before the trial court was mainly for annulment of document (with reconveyance as a necessary consequence), which is imprescriptible, or for reconveyance, which is subject to prescription.

Regarding the first issue, We adopt the ruling of respondent court that (p. 127, Rollo):

"x x x. It is not without significance to note that the herein defendants-appellees, in resisting the instant action for reconveyance, claim that the land in question has been acquired by them (defendants?appellants) (sic) through a Deed of Sale ("Escritura de Venta Absoluta") allegedly executed by Antonio Tamisin and Maura Tamisin (the predecessors-in-interest of herein plaintiffs-appellants and intervenors, respectively). Upon the other hand, plaintiffs-appellants maintain that Antonio Tamisin and Maura Tamisin did not actually sign the said document ("Escritura de Venta Absoluta"), hence, defendants-appellees could not have acquired the properties described therein through the aforesaid document. It is thus crystal clear from the foregoing facts that what plaintiffs?appellants are seeking to recover are the very parcels of land which are, more particularly described in the Deed of Sale ("Escritura de Venta Absoluta") in question. Indeed, the conclusion is not warranted that said plaintiffs-appellants were not able to identify the property which they are now seeking to recover."

It should be clarified, however, that in the case of petitioners heirs of Maria R. Vda. de Vega, their title to the land in question did not originate from the "Escritura de Venta Absoluta." The parties therein were only Antonio Tamisin and Maura Tamisin, as vendors and Sebastian Salva Cruz, as vendee (pp. 48-49, Rollo). Nevertheless, there is no gainsaying that the property sought to be recovered by private respondents from them was likewise identified. In Maria R. Vda. de Vega's answer to the complaint of private respondents, she averred that "x x x, for the truth is that her property at said place is WELL DEFINED by metes and bounds, for it had been brought under the operation of the Land Registration Law x x x" (p. 18, Vol. I, Records). Clearly, she knew that what private respondents were seeking to recover was the parcel of land possessed by her.

Concerning the second issue, the "exhaustive" analysis of the case could have been spared had respondent court not resorted to a strained application of Article 1410 of the Civil Code. The action filed by private respondents before the trial court was undoubtedly, only for reconveyance with damages based on an implied or constructive trust (pp. 62-70, Rollo). The "Escritura de Venta Absoluta" was never mentioned in their complaint. Rather, it was their allegation therein that petitioners, "in bad faith, fraud and in violation of trust appropriate or is appropriating for themselves the said parcel of land by exercising unlawful acts of ownership" (p. 65, Rollo). Thus, private respondents prayed that petitioners be ordered to reconvey ownership and possession and to pay damages to them (ibid). In *Rone, et al. v. Claro, et al.*, 91 Phil. 250, We held that the purpose of an action or suit and the law to govern it, including the period of prescription, is to be determined not by the claim of the party filing the action, made in his argument or brief, but rather by the complaint itself, its allegations and the prayer for relief. And, after numerous illuminating decisions by this Court, nobody can successfully claim ignorance of the rule that an action for reconveyance based on an implied or constructive trust prescribes in ten (10) years. With respect to petitioners heirs of Maria R. Vda. de Vega, the action against them should have been brought by private respondents within

ten (10) years from the date of the issuance of OCT RO-1100 (No. 9423) on May 20, 1929, conformably with Section 40 of Act No. 190.[6] As regards petitioners heirs of Sebastian Salva Cruz, the action against them should have been brought by private respondents within ten (10) years from 1945, when Sebastian Salva Cruz refused to comply with the demand of Antonio Tamisin for the return of the land in question (p. 73, Rollo), conformably with the same provision. Therefore, the action for reconveyance with damages filed on October 14, 1974 by way of an amended complaint has long prescribed.

The decision of the trial court dismissing private respondents' complaint and ordering them to pay attorney's fees to petitioners should be reinstated, but based on different grounds as discussed previously.

ACCORDINGLY, the petition is hereby GRANTED. The decision of the Court of Appeals dated November 13, 1989 and its resolution dated May 21, 1990 are SET ASIDE. The decision of the Regional Trial Court dated June 4, 1986 is REINSTATED.

SO ORDERED.

Narvasa, (Chairman), Cruz, and Griño-Aquino, JJ., concur.
Gancayco, J., on leave.

[1] ART. 1137. Ownership and other real rights over immovables also prescribe through uninterrupted adverse possession thereof for thirty years, without need of title or of good faith.

[2] ART. 1141. Real actions over immovables prescribe after thirty years.

This provision is without prejudice to what is established for the acquisition of ownership and other real rights by prescription.

[3] ART. 1134. Ownership and other real rights over immovable property are acquired by ordinary prescription through possession of ten years.

[4] ART. 1410. The action or defense for the declaration of the inexistence of a contract does not prescribe.

[5] SEC. 127. x x x when the instrument acknowledged before a notary consists of two or more pages, including the page on which the acknowledgment is written, each page shall be signed on the left margin by the person or persons executing the instrument and their witnesses and sealed with the notarial seal, and this fact shall be stated in the acknowledgment: Provided, further, that when the instrument acknowledged relates to the sale, assignment, conveyance or mortgage of two or more parcels of land, the number thereof shall be set forth in said acknowledgment.

[6] SEC. 40. Period of prescription as to real estate. -An action for recovery of title to, or possession of, real property, or an interest therein, can only be brought within ten years after the cause of such action accrues.

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