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land from one landholder to another. There is no question either as to his claim for damages, duly admitted by petitioners having been awarded him against the former landholder. All that he did seek was to be able to get the full amount of such damages. That was all that was decided by the Court of Appeals. The correctness of the decision is thus unassailable.

WHEREFORE, the decision of the Court of Appeals dated September 23, 1971 is affirmed. Costs against petitioners.

Barredo, Aquino, Concepcion Jr., Abad Santos, and *De Castro, JJ.,* concur.

Antonio, J., on official leave.

FIRST DIVISION

[G.R. No. L-39201. April 30, 1980]

AMPARO MONFORT, *petitioner, vs.* **HON. COURT OF APPEAL (Eighth Division),* ASUNCION RODRIGUEZ-LAMATA and EMILIO LAMATA,** *respondents.*

SYLLABUS

REMEDIAL LAW; CIVIL PROCEDURE; COURTS; SUPREME COURT; COURT MAY RECONSIDER ITS PREVIOUS RESOLUTIONS GRANTING DUE COURSE TO THE PETITION AND DISMISSING THE PETITION AFTER THE FILING OF BRIEFS AND THE SUBMITTAL OF THE CASE FOR DECISION WITHOUT THE NEED OF AN EXTENDED OPINION; CASE AT BAR.— The rationale for the Court's action

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* Eighth Division composed of San Diego, *J. ponente* and Ramos and Busran, *JJ.*

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of reconsidering its previous Resolutions granting due course to the petition and dismissing the petition after the filing of briefs and the submittal of the case for decision without the need of an extended opinion was explained in the case of *Sollorano vs. Court of Appeals* wherein the Court in its Resolution of February 25, 1975 reconsidered its previous Resolution of February 13, 1967 granting due course and resolved to dismiss the petition "without the need of an extended opinion, under the authority of *Arvisu vs. Vergara,* 90 Phil. 621, as well as its inherent powers to amend and control its processes and orders so as to make them conformable to law and justice (Sec. 5, Rule 135) and even to deviate from procedural rules which are not founded on public policy and when no substantial injury can be caused to any of the parties, particularly, when such deviation tends to achieve a more speedy and just administration of justice."

DECISION

TEEHANKEE, *J.*:

The Court, in accordance with procedural precedents "to achieve a more speedy and just administration of justice" and finding no error in respondent court's judgment affirming that of the trial court nor basis to review or set aside the findings of fact, herein Resolves to reconsider its Resolution of January 10, 1975 granting due course to the petition and to reinstate its original Resolution of October 11, 1974 denying the petition for lack of merit.

On September 14, 1974, petitioner filed the petition at bar for review of respondent Court of Appeals' decision of June 6, 1974 affirming *in toto* the Negros Occidental court of first instance's judgment of December 9, 1970 dismissing the petitioner-plaintiff's complaint for annulment of a deed of sale, as follows:

"WHEREFORE, the validity of the deed of sale of May 15, 1951 (Exh. D) and the ownership by the defendants Lamatas of the 12 lots described in the said deed of sale and in the complaint are upheld; the complaint and the complaint in intervention are dismissed; and the plaintiff will pay to the defendants Lamatas ten thousand pesos

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(₱10,000.00) as attorney's fees and ten thousand pesos (₱10,000.00) as damages, plus costs."

Respondent appellate court extensively dealt with petitioner's assignment of errors and through the mass of more than 1,000 pages of transcripts of stenographic notes and more than 227 exhibits, found that petitioner utterly failed to substantiate her complaint by satisfactory and adequate proof, as follows:

"The appellants' basic contention in this case is that the deed of absolute sale dated May 15, 1951 (Exhibit D) is void, for lack of consideration. x x x We find the contention devoid of merit.

"According to the plaintiff, she was induced by the defendants spouses to execute the document in question, Exhibit D, in order to stop her husband, the intervenor Francisco Garcia in this case, from further demanding money from her and to preclude the possibility of the useless disposition or sale of the properties involved to satisfy her husband's endless demand for money, but she (the plaintiff) allegedly was not paid a single centavo.

"The plaintiff, however, failed to substantiate this claim by satisfactory proof. On the contrary, it is belied by the record. In the first place, as aptly noted by the trial court, the plaintiff was fully aware all along of the nature of the document in question, Exhibit D, which was a deed of absolute sale covering the twelve parcels of land described therein, in favor of the defendants. (Decision, printed record on appeal, p. 166). Exhibit D, *Escritura de Venta Absoluta*, was written in Spanish, which is a language known to, understood and spoken by the plaintiff. Its terms are clear and unambiguous, and the plaintiff admitted having signed the same. According to its recitals, the plaintiff sold to the defendants the twelve parcels of land described therein including the improvements existing thereon, in consideration of (a) the sum of ₱45,000.00, Philippine Currency, '*que la compradora ha pagado en este acto a la vendadora, contante y sonante*,' (b) the sum of ₱47,500.00, Philippine Currency, '*que la compradora asumira y asume de la obligacion de la vendadora en la misma cantidad en el Banco Nacional Filipino de Bacolod*,' and (c) the monthly pension of ₱500.00, Philippine Currency, payable by the defendants to the plaintiff during the latter's lifetime, (Exhibit D). When a written contract is clear and unequivocal, its meaning must be determined by its contents alone. A meaning cannot be given to it other than that expressed: (Art. 1370, Civil Code;

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City of Manila v. Rizal Park Co., 53 Phil. 525). If the contract is plain and unequivocal in its terms, the party is ordinarily bound thereby. It is the duty of every contracting party to learn and know its contents before he signs and delivers it. To permit a party when sued upon a written contract to admit that he signed it but to deny that it expresses the agreement he made or to allow him to admit that he signed it but did not read it or know its stipulations, would absolutely destroy the value of all contracts. (*Tan Tua Sia v. Yu Biao Sontua,* 56 Phil. 711).

"In the second place, the document of sale in question (Exhibit D) is a public instrument, and the plaintiff sought to impugn its recitals merely by her uncorroborated testimony. In order to disprove the recitals in a public instrument, the evidence must be of the clearest and most satisfactory character. (*Gov't. of the Phil. vs. Phil. Sugar Estate Dev. Co.*, 30 Phil. 27; *El Hogar Filipino v. Olviga,* 60 Phil. 17). The biased testimony of the grantor cannot, without corroboration, be a ground for setting aside public documents regularly executed. (*Sy Tiangco v. Pablo*, 59 Phil. 119; *Tan Tua Sia v. Yu Biao Sontua, supra.*) Besides, the presumptions of law are that there was sufficient consideration for a written contract, and private transactions have been fair and regular. (Section 5 [p] and [r], Rule 131, Rules of Court). The execution of a deed purporting to convey ownership of a realty is in itself *prima facie* evidence of the existence of a valuable consideration. (*Caballero v. Caballero* [CA], 45 OG 2536). On the other hand, fraud is never presumed. *Fraus est odiosa et non praesumanda.* (*Servidad v. Alejandrino* [CA], 52 OG 2031).

"In the third place, the other documentary proof presented in this case likewise confirm that the plaintiff sold to the defendants the lands in question for the considerations stated in the deed, Exhibit D. Thus, a day after the execution of said document, the plaintiff on May 16, 1951 signed the 'Documento de Aclaracion,' clarifying therein that the defendant Asuncion Rodriguez Lamata shall assume not only the obligation of ₱47,500.00 with the Philippine National Bank but also any other obligation of the plaintiff to said bank. (Exhibit D-2). In her income tax return for 1951, the plaintiff reported the capital gains realized by her from the sale in question (Exhibits 11, 11-A and 11-B), and later when assessed by the Collector of Internal Revenue a tax deficiency of ₱7,057.00 on the capital gains tax paid by her (Exhibit 11-C), the plaintiff wrote him on September 1, 1953 explaining why she sold her 4/7 *pro indiviso* share in the hacienda to the defendant Asuncion Rodriguez Lamata, and asking for a

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reconsideration of said assessment (Exhibit 13). It is pertinent to note that in said letter, Exhibit 13, the plaintiff said, 'for me to work the farm simultaneously with my niece will only result in confusion and possible family misunderstanding, hence to maintain that cordial family relations, I let my niece, the other co-owner work the whole farm until May 15, 1951 when I sold all my rights and interests to her,' which explanation completely belies her claim in this case that she was induced by the defendant Asuncion Rodriguez Lamata to execute the deed of sale, Exhibit D, so that her husband might not molest her about money. Moreover, while the hacienda in question was under lease to the defendant Emilio Lamata, the sugar *quedans* corresponding to the plaintiff's 4/7 share thereof were issued by the milling company to her, but after the execution of the sale, Exhibit D, the company stopped sending the *quedans* to her and instead issued them to the Lamatas, without protest, or objection on her part.

"In the fourth place, as aptly noted by the trial court, unlike the simple and illiterate farmers involved in the *Mapalo v. Mapalo* case (17 SCRA 114) relied upon by the plaintiff herein, she is 'alert, suspicious, sensitive and travelled. (Decision, printed record on appeal, pp. 165-166). The record shows that she had travelled to Europe and sojourned in Spain in 1952 and 1954, and went abroad again in 1964. She turned deaf ears to her sister's pleas to extend the lease of the *hacienda* to make up for the war years, and instead sued her in court for partition and demanded in the case for accounting even of the nipa gathered in the *hacienda*. And, after a long and intimate association with the defendant Asuncion Rodriguez Lamata, she had 'no conpunction about parting ways' from said defendant. (Decision, *idem*, pp. 166-167). The evidence sufficiently discloses that the plaintiff is fully competent to manage her affairs, and cannot easily be fooled, or deceived. She was no stranger to courts and judicial processes. In fact, she had acted as judicial administratrix of the estate of her sister Encarnacion Monfort and as judicial guardian of the defendant Asuncion Rodriguez Lamata. She was one of the heirs in the probate proceedings for the settlement of her parents' estate, and was the plaintiff in the partition case against her sister and the defendant Asuncion Rodriguez Lamata. (t.s.n., pp. 553-554, 563, 567). Indeed, the entire record of this case argues preponderantly and very strongly against the plaintiff's pretensions that 'because of the hardships that I had with my husband who always came to me and asked for money, they (the defendants) induced me to transfer the property to them.' (t.s.n., p. 41).

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"On the other hand, it appears that after the execution of the deed of absolute sale of the lands in question, Exhibit D, the Lamatas registered the same and the corresponding certificates of title were issued in their names (Exhibits F-1, G-1, H-1, I-1, J-1, K-1, L-1, M-1 and N-1), and they have since declared the lands involved in this case for taxation purposes and paid the taxes due thereon (Exhibits 26, 26-A, 26-B, 26-C, 45, 46, 47, 48, 49-A, 50, 51, 52, 53, 54 and 55). In these circumstances, there should be no doubt that the defendants are the true and lawful owners thereof. A certificate of title is conclusive evidence of ownership of the land referred to therein. (*Yumul v. Rivera, et al.*, 64 Phil. 13). If the proverbial virtuality of a torrens title is to be given any meaning at all we have to give effect to the rule that in the absence of fraud, no other owner of a property registered under the torrens system can be recognized than in whose favor a certificate of title has been issued. (*Jurado v. Flores*, L-1365, Nov. 14, 1947; *Visayan Surety & Insurance Corp. v. Verzosa*, 40 OG 1201).

"It is worthy to note that the transactions in question took place in 1951, but the plaintiff as well as the intervenor never assailed their validity until after the lapse of almost 18 years when the complaint and the intervention were filed in this case, respectively. Indeed, such inaction on their part for such an unreasonable and unexplained length of time amounts to laches. (*Tijam v. Sibonghanoy*, L-21450, April 15, 1968; *Arcuino v. Aparis*, 22 SCRA 407). Not only is inaction within a reasonable time to enforce a right the basic premise that underlies a valid defense of laches, but such inaction evinces implied consent or acquiescence to the violation of the right. (*Z.E. Lotho, Inc. v. Ice & Cold Storage Industries, Inc.*, 3 SCRA 734). The defense of laches is an equitable one, and the nullity of conveyance is not an excuse in laches. (*Pabalate vs. Echarri,* 37 SCRA 519). If eternal vigilance is the price of safety, one cannot sleep on one's rights for more than a tenth of a century and expect them to be preserved in their pristine purity. (*Association Cooperative de Credito Agricola de Miagao v. Monteclaro*, 74 Phil. 281). Contrary, therefore, to their pretensions, x x x we find that appellants in this case are guilty of laches.

"In view thereof, we likewise find untenable the plaintiff's claim that the transaction evidenced by the deed of absolute sale, Exhibit D, is really one of equitable mortgage. x x x Such theory of the case was never pleaded in the complaint and the amended complaints filed in this case, and is completely inconsistent with the issue raised therein. The allegations, statements, or admissions contained in a

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pleading are conclusive as against the pleader who cannot subsequently take a position contradictory to, or inconsistent with his pleadings. (*Cunanan v. Amparo*, 45 OG 3796). The object of pleadings is to draw the lines of battle between litigants, and to indicate fairly the nature of the claims or defenses of both parties. (Moran, Comments on the Rules of Court, 1963 ed., Vol. 1, pp. 260-261; The *Mentholatum Co., Inc. v. Mangaliman, et al.,* 72 Phil. 524). As pointed out by the appellees in their brief (pp. 95-96), the plaintiff's contention that the sale in question was an equitable mortgage, is totally extraneous, irrelevant and immaterial to the issues in this case. The trial court was correct in finding that from the terms and stipulations of Exhibit D, and the conduct of the parties after its execution, the subject transaction is clearly one of sale. (Decision, printed record on Appeal p. 176).

"The next assignment of error which is common to both the plaintiff and the intervenor concerns the citizenship of defendant Asuncion Rodriguez Lamata at the time she bought the lands in question *** This we find, deserves but scant consideration. Altho it may be true that upon Asuncion's marriage to a Spanish subject, Emilio Lamata on October 27, 1944, she thereby lost her Filipino citizenship because she acquired the citizenship of her husband in accordance with the laws in force in her husband's country (Op. No. 8, Sec. of Justice, Series of 1958, cited in Gonzales, Phil. Constitutional Law, 1969 ed., p. 256), she nevertheless *ipso facto* acquired/re-acquired Filipino citizenship when her husband was naturalized as a Filipino citizen on June 15, 1949. (*Moy Ya Lim Yao vs. Commissioner of Immigration*, L-21289, Oct. 4, 1971; *Heirs of Francisco Parco vs. Haw Pia,* L-22478, May 30, 1972). And as to whether she was disqualified from acquiring/re-acquiring Filipino citizenship upon the naturalization of her husband cannot be questioned in this proceeding. (See *Tou vs. Vivo,* L-21425, Sept. 15, 1972; 47 SCRA 23). Accordingly, defendant Asuncion Rodriguez Lamata was not disqualified on grounds of alienage from buying the land involved in this case."

After receiving respondents' required comment, the Court denied the petition for lack of merit per its Resolution of October 11, 1974.

In its later Resolution of January 10, 1975, the Court, however, reconsidered its previous denial of the petition and granted due course to the petition. Respondents in turn filed on January 24, 1975 a "Motion for Rehearing or alternatively to set for Oral

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Hearing on the merits." In its Resolution of January 29, 1975, the Court resolved to consider said motion of respondents as one for reconsideration of the Resolution of January 10, 1975 (granting due course to the petition) and after receiving petitioner's comment, together with her brief as previously required of the parties when the petition was granted due course, the Court per its Resolution of March 12, 1975 "Resolved to defer action on respondents' motion dated January 24, 1975 until after all the briefs have been filed in this case."

Respondents filed their brief and petitioner in turn filed her reply-brief, after which the parties were heard in oral argument on October 8, 1975 and further submitted their respective memoranda in amplification of oral argument.

Upon a review of the record of the respective arguments and contentions of the parties which deal basically with factual questions, the Courts finds no basis for overturning the facts as found by the trial court and reaffirmed by the appellate court upon a review of the evidence consisting mainly of incontestable documentary and other proof which negate petitioner's belated claims filed only after the lapse of almost 18 years. The Court, therefore, resolves herein to reconsider the Resolution of January 10, 1975 which granted due course and to reinstate its original Resolution of dismissal of the petition for lack of merit, without the need of an extended opinion.

Even on the question of the trial court's award of ₱10,000.00 attorney's fee and ₱10,000.00 as damages, affirmed as "reasonable and justified" by respondent appellate court, in which matter the Court may be said to have a measure of discretion in the matter of reviewing such awards, we find that the "parties (had) stipulated in open court at the trial that the prevailing party may be awarded ₱50,000.00 attorney's fee and ₱50,000.00 moral damages" but that the trial court had reduced the award to only one-fifth (1/5) of the amounts stipulated (or ₱10,000.00 as attorney's fee and ₱10,000.00 as damages) in its wish to pave the way for a reconciliation between the parties considering their close relationship, "intimate ties of affection and respect

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for most of their lives" and, therefore, finds no reason to disturb the award.

The rationale for the Court's action of reconsidering its previous Resolutions granting due course to the petition and dismissing the petition after the filing of briefs and the submittal of the case for decision without the need of an extended opinion was explained in the case of *Sollorano vs. Court of Appeals*[1] wherein the Court in its Resolution of February 25, 1975 reconsidered its previous Resolution of February 13, 1967 granting due course and resolved to dismiss the petition "without the need of an extended opinion, under the authority of *Arvisu vs. Vergara,* 90 Phil. 621, as well as its inherent powers to amend and control its processes and orders so as to make them conformable to law and justice (Sec. 5, Rule 135) and even to deviate from procedural rules which are not founded on public policy and when no substantial injury can be caused to any of the parties, particularly, when such deviation tends to achieve a more speedy and just administration of justice. (*Estrada vs. Sto. Domingo,* L-30570, July 29, 1969, 28 SCRA 890, citing *Ordoveza vs. Raymundo*, 63 Phil. 275.)"

Since then the Court has adopted and followed such a procedure as in *Adriano de Ocampo vs. Court of Appeals*[2] wherein per Resolution of August 3, 1977, it similarly reconsidered and set aside a previous Resolution of March 16, 1977 "which considered the comment of respondents as an answer to the petition and the case submitted for decision" and instead dismissed the petition for lack of merit, and in the case of *Vicente Tablo vs. Hon. Feliciano Gonzales, etc, et al.*[3] wherein the Court, per its Resolution of August 10, 1979, in upholding the final certificate of sale in execution of a final judgment of the Court of First Instance of Catanduanes as challenged and sought to be set aside by the petitioner, resolved "to RECONSIDER and SET

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[1] 62 SCRA 478.

[2] Resolution. L-45053. August 3. 1977.

[3] Resolution. L-31003. August 10. 1979.

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ASIDE its Resolution of October 2, 1969 [granting due course to the petition] and to DISMISS the petition for lack of merit."[4]

Likewise, in *Spouses Lewis vs. Court of Appeals,*[5] the Court Resolved, after having granted due course to the petition, to grant a subsequent motion to dismiss and to dismiss the case after a second look at the record and "finding in the light of the pleadings and the record that no substantial grounds exist for attributing 'grave and reversible errors of law' to respondent Court of Appeals in sustaining the writ of execution issued by respondent judge for petitioners' failure to file a sufficient supersedeas bond and the judgment below at any rate having now become final and executory rendering moot the issue at bar."

Similarly, in the case at bar, where the Court finds no error in the decision rendered by the appellate court affirming the trial court's judgment and finds no basis to review or set aside the findings of fact, the setting aside of the previous Resolution granting due course and the reinstatement of the original Resolution dismissing the petition for lack of merit (pursuant, incidentally, to respondents' pending motion for reconsideration of January 24, 1975) are in order.

Now to deal with a pending incident: — Upon the Court's attention having been called to the death of petitioner Amparo Monfort on February 18, 1978, it required per its Resolution of August 17, 1978 deceased petitioner's counsel to effect the required substitution of the parties pursuant to the Rules of Court. Under date of September 27, 1978, petitioner's counsel filed a motion for substitution of deceased party-petitioner by her niece and alleged heir, Amparo Garcia Monfort Jalbuena, by virtue of a last will and testament executed by the deceased petitioner on March 17, 1969 naming her said niece as her heir. This was met by respondents' opposition on the ground that the alleged will of the deceased petitioner had not been

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[4] Notes in brackets supplied.

[5] 84 SCRA 583 (1978), citing *Sollarano* and *De Ocampo,* see fns. 1 and 2.

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presented nor admitted to probate notwithstanding the petitioner's death on February 18, 1978 and that until now there is no legal representative duly appointed by the court for the deceased petitioner and that Amparo Garcia Monfort Jalbuena is not an intestate heir of the deceased petitioner, there being several nephews and nieces who are children of the brothers and sisters of the deceased petitioner who would be her rightful intestate heirs and who should be the ones substituted in petitioner's place pending the appointment of a legal representative for the deceased petitioner. Petitioner's counsel in turn filed a reply dated November 7, 1979 praying that "in the event that Amparo Garcia Monfort Jalbuena is not considered by this Honorable Court as qualified to be substituted as party-petitioner, then he prays that he be given twenty (20) days from receipt of the Resolution of this Honorable Court to confer with any nephew of the deceased or with any of (her) brothers in order to qualify him to substitute as party-petitioner in this case."

The Court's disposition of the case, however, affirming respondent court's judgment in favor of respondents and upholding their ownership of the twelve (12) lots under the deed of sale executed by the deceased petitioner during her lifetime in their favor renders moot the question of substitution of the deceased party-petitioner in this case. The Court's present Resolution dismissing her petition for review of respondent court's judgment which affirmed that of the lower court dismissing petitioner's complaint for annulment of the deed of sale is necessarily binding on petitioner's estate.

ACCORDINGLY, the Court's Resolution of January 10, 1975 is hereby set aside and the Court's original Resolution of October 11, 1974 dismissing the petition for lack of merit is hereby reinstated.

Makasiar, Fernandez, Guerrero, De Castro, and *Melencio-Herrera, JJ.*, concur.