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SECOND DIVISION

[G.R. No. 206404; February 14, 2022]

CONCEPCION CHUA GAW, *Petitioner*, *v.* **SUY BEN CHUA and FELISA CHUA,** *Respondents*.

D E C I S I O N

HERNANDO, *J.*:

This petition for review on *certiorari*[1] assails the August 17, 2012 Decision[2] and the March 20, 2013 Resolution[3] of the Court of Appeals (CA) in CA-G.R. CV No. 94669.

The Antecedents:

Subjects of contention in this case are the following pieces of real property located in Hagonoy, Bulacan:

(1) A 2,319-square-meter parcel of land, hereinafter referred to as Lot No. 5370-A;

(2) A 61-square-meter parcel of land, hereinafter referred to as Lot No. 5662; and

(3) A 379-square-meter parcel of land, hereinafter referred to as Lot No. 5663.[4]

On November 22, 1969, Pedro S. Santos, Nestorio S. Santos, Herminia Santos Salamat, Roman S. Santos, and Gloria Santos

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[1] *Rollo*, pp. 29-63.

[2] Id. at 12-24. Penned by Associate Justice Agnes Reyes-Carpio and concurred in by Associate Justices Rosalinda Asuncion-Vicente and Priscilla J. Baltazar-Padilla (now a retired Member of the Court).

[3] Id. at 26-27. Penned by Associate Justice Agnes Reyes-Carpio and concurred in by Associate Justices Rosalinda Asuncion-Vicente and Priscilla J. Baltazar-Padilla (now a retired Member of the Court).

[4] Id. at 13.

Supreme Court E-Library

Valera (the Santoses) executed a deed of absolute sale[5] over the aforementioned three lots in favor of Lu Pieng for the consideration of ₱19,000.00.[6] Lu Pieng rented these lots to spouses Chua Chin and Chan Chi for their lumber business.[7] Chua Chin and Chan Chi were Chinese nationals and had seven children, namely: petitioner Concepcion Chua Gaw (Conception), respondent Suy Ben Chua (Ben), Chua Kiam Suy (Santos), Chua Suy Pen (Pino), Chua Suy Lu (Lucio), Chua Sioc Huan (Juanita), and Julita Chua (Julita).[8]

On November 26, 1976, Lu Pieng sold the three lots to Lucio for the total consideration of ₱24,000.00.[9]

On July 18, 1980, Lucio sold the three lots to Juanita for the total amount of ₱29,000.00.[10] On November 27, 1980, Juanita was issued Transfer Certificate of Title (TCT) No. T-263881 under her name for Lot Nos. 5662 and 5663.[11]

Chua Chin died on June 19, 1986.[12]

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[5] Id. at 174-177.

[6] Deed of Absolute Sale of Real Property executed on November 22, 1969, with Pedro S. Santos, Nestorio S. Santos, Herminia Santos Salamat, Roman S. Santos, and Gloria Santos Valera as vendors of Lots Nos. 5370-A, 5662 (two-thirds northern portion thereof), and 5663 to one Lu Pieng as buyer, for the consideration of ₱19,000.00 (id. at 174-177).

[7] Id. at 212.

[8] Id. at 144-146.

[9] Deed of Absolute Sale of Unregistered Land executed on November 26, 1976, with Lu Pieng as vendor of Lot No. 5370-A to one Chua Suy Lu (Lucio) as buyer, for the consideration of ₱13,000.00 (id. at 179-180) and Deed of Absolute Sale of Registered Land executed on November 26, 1976, with Lu Pieng as vendor of Lots Nos. 5662 and 5663 to Chua Suy Lu (Lucio) as buyer, for the consideration of ₱11,000.00 (id. at 191-192).

[10] Deed of Absolute Sale of Unregistered Land executed on July 18, 1980, with Chua Suy Lu (Lucio) as vendor of Lot No. 5370-A to one Chua Siok Huan (Juanita) as buyer, for the consideration of ₱14,000.00 (id. at 182-183) and Deed of Absolute Sale of Registered Land executed on July 18, 1980, with Chua Suy Lu (Lucio) as vendor of Lots Nos. 5662 and 5663 to Chua Siok Huan (Juanita) as buyer for the consideration of ₱15,000.00 (id. at 188-189).

[11] Id. at 194.

[12] Records, Vol. V, p. 26.

Supreme Court E-Library

On July 28, 1988, Juanita donated Lot No. 5370-A to Ben.[13] Juanita also subsequently sold Lots Nos. 5662 and 5663 to Ben on September 20, 1989.[14]

Chan Chi, Chua Chin's spouse, died on October 16, 1993.[15] At the time of their deaths, Chua Chin and Chan Chi remained Chinese citizens. The estates of Chua Chin and Chan Chi were never legally settled, judicially or extra-judicially.[16]

On May 25, 1998, TCT No. T-263881 under Juanita's name was cancelled and TCT No. T-112477 was issued under Ben's name covering Lot Nos. 5662 and 5663.[17] Lot No. 5370-A remained unregistered land.

Two cases[18] involving titles to land sprouted thereafter and were filed before the Regional Trial Courts (RTC) of Malolos, Bulacan.[19]

On June 16, 1995, Ben filed an application for the registration and confirmation of land titles in his name, docketed as Land Registration Case (LRC) Case No. 25-M-95.[20] Subject of the application was Lot No. 5370-A, among four other lots.[21] Ben

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[13] Deed of Donation of Real Property executed on July 28, 1988, with Chua Sioc Huan (Juanita) as donor of a 2,319-square-meter parcel of land to one Suy Ben Chua (Ben) as donee (*rollo*, pp. 185-186).

[14] Deed of Absolute sale executed on September 20, 1989, with Chua Sioc Huan (Juanita) as vendor of Lots Nos. 5662 and 5663 covered by TCT No. T-263881 to one Suy Ben Chua (Ben) as buyer (id. at 196-197).

[15] Records, Vol. V, p. 27.

[16] Id.

[17] *Rollo*, p. 199.

[18] Id. at 135-141 and 158-162.

[19] Id.

[20] Id. at 158-162; initially raffled to the Regional Trial Court, Branch 82, Malolos, Bulacan.

[21] Ben withdrew his application for the registration of these four other lots and is rendered irrelevant in the disposition of the present Petition, per the assailed CA Decision, *viz.*:

Supreme Court E-Library

claimed ownership in fee simple over Lot No. 5370-A, alleging that he and his predecessors-in-interest had occupied the same since time immemorial without any reservation or known lien, mortgage, burden, or encumbrance. Ben also declared that he is the owner of Lot No. 5663, one of the properties adjoining Lot No. 5370-A. He thus asserted his entitlement to all the benefits under Commonwealth Act No. 141,[22] otherwise known as The Public Land Act.

On October 25, 1996, Concepcion, joined by her spouse, Antonio Gaw,[23] filed a complaint[24] for reconveyance of her undivided share in real property held in trust and for damages (complaint for reconveyance and damages) against Ben and his spouse and co-respondent herein, Felisa Chua (Felisa), docketed as Civil Case No. 804-M-96.[25] Subjects of the complaint for reconveyance and damages are Lots Nos. 5662 and 5663. As with Lot No. 5370-A, Concepcion stated in her complaint for reconveyance and damages that their parents, Chua Chin and Chan Chi, had actually purchased Lot Nos. 5662 and 5663 with the understanding that the buyer or transferee shall only hold legal and beneficial ownership in trust for the legal heirs of Chua Chin and Chan Chi. Such being the case, Concepcion posited that Ben cannot assert sole ownership over the same. Concepcion thus sought her undivided share in Lot Nos. 5662 and 5663 and the award of attorney's fees in her favor.[26]

> While it is true that the [RTC] Decision failed to make a ruling on the status of the application relative to the four Lots, it should be noted that on October 16, 2008, applicant-appellant [Ben] filed a *Motion to Withdraw Application for the Uncontested Lots* which the trial court granted in its Order dated November 4, 2008, x x x [CA *rollo*, p. 249.]

[22] Entitled "The Public Land Act." Approved on November 7, 1936.

[23] Died during the pendency of the proceedings before the Regional Trial Court.

[24] *Rollo*, pp. 135-141.

[25] Id.; initially raffled to the Regional Trial Court, Branch 80, Malolos, Bulacan.

[26] Id.

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LRC Case No. 25-M-95 and Civil Case No. 804-M-96 were eventually consolidated before the RTC, Branch 83 of Malolos, Bulacan.[27] The cases proceeded to trial.

Herminia Santos Salamat (Herminia), Ben, Manuel Torres (Manuel), and Concepcion testified as witnesses for the plaintiffs.

Herminia narrated in open court that she personally knew Chua Chin, Chan Chi, and their children.[28] She was one of the vendors in the sale of the three subject lots to Lu Pieng, but the actual buyer was Chua Chin.[29] The lots were sold for ₱70,000.00 since the family needed money to pay for the hospital expenses of Roman, one of Herminia's brothers then afflicted with cancer. She, however, has no other document to support her statement that the actual buyer was Chua Chin.[30] Herminia also claimed no knowledge as to whether her co-vendors had executed any document showing that their vendee was not Lu Pieng.[31]

Ben was presented as a hostile witness for the alleged purpose of establishing the circumstances of the series of transfers made on the three subject lots, *i.e.*, that the same were held only in trust by Lu Pieng for the legal heirs of Chua Chin and Chan Chi.[32] Ben, however, testified that he had no idea as to Lu Pieng's true intent in purchasing the subject lots, nor did he ask Herminia about the reason for selling the same.[33] He also did not know whether Lu Pieng bought the subject three lots as an owner for real estate tax purposes.[34] Ben stated that the improvements were owned by Chua Chin, his father, but the lots were owned by Lu Pieng, to

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[27] Id. at 13.

[28] Records, pp. 412, 449.

[29] Referred to as "Hua" by Herminia; id. at 412-422.

[30] Records, Vol. I, p. 447.

[31] Id. at 448.

[32] Id. at 152-153.

[33] Id. at 362-366.

[34] Id. at 396.

Supreme Court E-Library

whom Chua Chin was paying rentals for the use of the lots for the family business.[35]

Manuel testified that Consuelo Santos and Chua Chin requested him to sign as witness to the sale of the subject three lots between the Santoses and Lu Pieng.[36] He stated that Chua Chin, not Lu Pieng, was the true and actual buyer of the lots,[37] and that he had never known or met Lu Pieng.[38] The deed of sale, however, was already signed by the parties when the same was given to Manuel to affix his signature thereon, and he did not see the actual payment of the consideration for the sale.[39]

Concepcion re-asserted the plaintiffs' position that, upon their family lawyer's advice, Lu Pieng only acted as the trustee and *tagapag-ingat* of the three subject lots and was to transfer the same to the heirs of Chua Chin and Chan Chi when they become Filipino citizens.[40] Concepcion became a Filipino citizen in 1979.[41]

For the applicant-defendant's part, Ben presented Ricardo Martin Sy-Tamco (Ricardo) and Armando Palad (Armando) as his witnesses.

Ricardo stated that he and Ben were childhood peers, and that he knew Ben and Concepcion are siblings. In 1950, when Ricardo reached the age of reason at 18 years, he came to know of Lot No. 5370-A and that, at that time, it was under the possession of one Consuelo Santos. Ricardo heard that Lot No. 5370-A was sold in 1969, and that in 1989 up to the time of his testimony, Ben was in possession of the said property.[42]

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[35] Id. at 362-366.

[36] Id. at 469.

[37] Id. at 471.

[38] Id. at 470-471.

[39] Id. at 488-489.

[40] Id. at 516.

[41] Id. at 517.

[42] CA *rollo*, p. 581.

Supreme Court E-Library

Armando recalled in open court that he came to know of the existence of Lot No. 5370-A in the year 1960 when he was 12 years old.[43]

Ruling of the Regional Trial Court:

The RTC denied Ben's application for registration and confirmation of land titles in his name and granted Concepcion's complaint for reconveyance and damages. The RTC found that Ben failed to present adequate evidence that he or his predecessors-in-interest had been in continuous and adverse possession of Lot No. 5370-A since June 12, 1945 or prior thereto.[44] The RTC also declared Chua Chin as the true and actual buyer of the three subject lots, having leased the same since 1958 for the family business and the improvements thereon being expressly stipulated as owned by Chua Chin in the notarized deeds of transfers.[45] The RTC expressly ruled in its April 28, 2008 Decision:[46]

> WHEREFORE, premises considered, judgment is hereby rendered as follows:
>
> (a) With respect to LRC Case No. 25-M-95, the application for registration of title over Lot No. 5370-A filed by applicant Suy Ben Chua is DENIED; and
>
> (b) With respect to Civil Case No. 804-M-96, plaintiff Concepcion Chua Gaw is hereby declared entitled to her undivided share in Lot No. 5370-A, Lot No. 5662 and Lot No. 5663; and, applicant-defendant Suy Ben Chua is hereby ordered to deliver the said undivided share to plaintiff Concepcion Chua Gaw.
>
> No pronouncement as to costs.
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> SO ORDERED.[47]

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[43] Id.

[44] Records, Vol. IV, pp. 183-184.

[45] Id. at 181.

[46] *Rollo*, pp. 211-221.

[47] Id. at 221.

Supreme Court E-Library

In its September 1, 2008 Order,[48] the RTC denied reconsideration of its April 28, 2008 Decision.

Ben appealed[49] to the CA.

Ruling of the Court of Appeals:

The CA modified the dispositions of the RTC. While affirming the RTC's denial of Ben's application for registration and confirmation of land titles, the CA dismissed Concepcion's complaint for reconveyance and damages. It upheld the full effect and the presumption of regularity of the notarized documents evidencing the transactions over the subject lots, particularly the November 22, 1969 deed of absolute sale between the Santoses and Lu Pieng.[50] It likewise overruled Concepcion's view that an implied trust was created over the subject properties, since to do so was to sustain the violation of the Constitution provision prohibiting aliens from owning lands in the Philippines. In all, the CA ruled that Lu Pieng owned the subject lots, and, necessarily, Concepcion cannot claim any hereditary share therein as the same shall be excluded from Chua Chin and Chan Chi's estates. The CA so declared in its assailed August 17, 2012 Decision:

WHEREFORE, in the light of the foregoing discussions, the appeal is **PARTLY GRANTED**. Accordingly, the Decision dated April 28, 2008 of the Regional Trial Court, Branch 83, Malolos, Bulacan as regards Land Registration Case No. 25-M-95 is **AFFIRMED** while the Complaint in Civil Case No. 804-M-96 is **DISMISSED**.

SO ORDERED.[51]

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[48] Records; Vol. IV, pp. 262-263.

[49] *Rollo*, p. 12.

[50] Id. at 16-23.

[51] Id. at 23

Supreme Court E-Library

Ben and Concepcion separately moved for reconsideration[52] of the CA's August 17, 2012 Decision. Both were denied by the CA in its March 20, 2013 Resolution.[53]

Only Concepcion brought her case to this Court *via* the present petition for review.

Issue

The sole issue for the Court's determination is whether an implied trust was established in fact and in law over Lots Nos. 5370-A, 5662, and 5663.

Our Ruling

We affirm the appellate court.

Implied resulting trust not an exception to the Constitutional ban against ownership of Philippine lands by a non-Filipino.

The 1987 Constitution is clear on the right of Filipinos to own lands in the Philippines to the exclusion of foreigners:

> Save in cases of hereditary succession, no private lands shall be transferred or conveyed except to individuals, corporations, or associations qualified to acquire or hold lands of the public domain.[54]

Our fundamental law dictates that non-Filipinos cannot acquire or hold title to private lands or to lands of the public domain, except only by way of legal succession.[55] The primary purpose of the Constitutional provision is the conservation of the national patrimony in the hands of Filipino citizens.[56] Not even an

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[52] Id. at 27.

[53] CA *rollo*, pp. 361-362.

[54] SECTION 7, ARTICLE XII, 1987 CONSTITUTION OF THE REPUBLIC OF THE PHILIPPINES. Ratified February 2, 1987.

[55] *Halili v. Court of Appeals*, 350 Phil. 906, 915 (1998).

[56] *Muller v. Muller*, 531 Phil. 460, 466 (2006).

Supreme Court E-Library

ownership in trust is allowed.[57] Also, an implied trust simply is not a mode of legal succession.[58] Their main distinction is that implied trusts take effect upon agreement by the parties to constitute the same, whereby legal succession ensue at the moment of death of the decedent.[59]

Moreover, there is no implied trust if the enforcement of the trust would be against law or public policy. *Pigao v. Rabanillo*,[60] quoting *Ramos v. Court of Appeals*,[61] held in this regard:

'[A] trust or a provision in the terms of a trust is invalid if the enforcement of the trust or provision would be against public policy, even though its performance does not involve the commission of a criminal or tortious act by the trustee.' **The parties must necessarily be subject to the same limitations on allowable stipulations in ordinary contracts, *i.e.*, their stipulations must not be contrary to law, morals, good customs, public order, or public policy. What the parties then cannot expressly provide in their contracts for being contrary to law and public policy, they cannot impliedly or implicitly do so in the guise of a resulting trust.**[62] (Emphasis supplied)

Concepcion claims that there was no evidence that Chua Chin had violated or intended to violate the Constitutional provision barring aliens from owning Philippine lands.[63] This argument is specious. Petitioner had already testified in this manner:

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[57] Id. at 468; *Felix Ting Ho, Jr. v. Vicente Teng Gui*, 580 Phil. 378, 391 (2008).

[58] Art. 1448. There is an implied trust when property is sold, and the legal estate is granted to one party but the price is paid by another for the purpose of having the beneficial interest of the property. The former is the trustee, while the latter is the beneficiary. However, if the person to whom the title is conveyed is a child, legitimate or illegitimate, of the one paying the price of the sale, no trust is implied by law, it being disputably presumed that there is a fit in favor of the child. [CIVIL CODE OF THE PHILIPPINES]. Approved June 18, 1949.

[59] *Treyes v. Larlar*, G.R. No. 232579, September 8, 2020.

[60] 522 Phil. 506 (2006).

[61] 302 Phil. 377, 391 (1994).

[62] Supra note 60 at 522.

[63] *Rollo*, p. 46.

Supreme Court E-Library

INITIAL DIRECT TESTIMONY OF CONCEPCION CHUA-GAW

x x x x

Q: [Y]ou said that the true and actual buyer of this was your late father Chua Chin and not Lu Pieng, is that correct?

A: Yes, sir.

Q: And do you know and can you tell the Court why the name Lu Pieng appears here to be the buyer? x x x.

x x x x

A: **Because at that time my parents are still Chinese, upon the advi[c]e of our family lawyer and considering that Lu Pieng is a family friend and he is the one supplying us with the lumber that we are selling, our lawyer advised us that we should use Lu Pieng as buyer of the said parcel of land**, sir. x x x

x x x x

Q: x x x If Lu Pieng is not the true buyer, what was his status of being placed here?

A: Lu Pieng acted as the trustee and he is temporary caretaker of the said parcel of land **and he will transfer said parcel of land in our favor upon us becoming Filipino citizens**, sir.

x x x x[64] (Emphasis supplied)

Concepcion's working thesis is that Chua Chin, a Chinese national, was the true and actual buyer of the three subject lots, and that Lu Pieng, a Filipino citizen, was to hold the subject lots only in trust for the heirs of Chua Chin until they finally acquire Philippine citizenship. Certainly, there is a palpable circumvention and intent to circumvent the Constitutional prohibition. *To violate* is "to break or act against something,"[65] and *to circumvent* is "to avoid having to comply with (something), especially through

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[64] TSN, October 16, 2000, pp. 7-9.

[65] https://dictionary.cambridge.org/us/dictionary/english/violate. Accessed on August 23, 2021.

Supreme Court E-Library

cleverness."[66] The statements of Concepcion in open court are by all means categorical—the intent behind the trust was to trespass upon the barriers set by the Constitution against foreign ownership of Philippine lands. This objective is clearly unlawful, more so that it was deliberately resorted to in order to evade the consequences of noncompliance. It shall not be the source of any legal rights and cannot be legitimized through shrewd tweaks and abuses of the technicalities of the law, such as the principles of implied trust in this case. "Where the purchase is made in violation of an existing statute and in evasion of its express provision, no trust can result in favor of the party who is guilty of the fraud."[67] To hold otherwise would allow circumvention of the Constitutional prohibition.[68]

It is likewise worth noting that a beneficiary in an implied trust receives the beneficial *ownership* over the property subject of the trust. It follows that such beneficiary must be capacitated *to own* real property in the Philippines. The implied trust being insisted on by Concepcion cannot have any legal effect as Chua Chin, due to his alienage, was incapacitated to own real property.

Considering that the purported implied trust between Lu Pieng and Chua Chin is barred by the Constitution, any further determination of the existence and validity of such transaction is now rendered unnecessary. Even so, the Court accedes to an academic discussion of the demerits of the implied trust being pursued by Concepcion.

Concepcion's evidence do not prove the existence of an implied trust.

First, there is no solid evidence that Chua Chin gave adequate consideration for the trust.

Article 1448 of the Civil Code provides:

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[66] https://www.merriam-webster.com/thesaurus/circumvent. Accessed on August 23, 2021.

[67] Supra note 60 at 521, citing *Morales v. Court of Appeals*, 340 Phil. 397-422 (1997).

[68] See id. at 522.

Supreme Court E-Library

Art. 1448. There is an implied trust when property is sold, and the legal estate is granted to one party but the price is paid by another for the purpose of having the beneficial interest of the property. The former is the trustee, while the latter is the beneficiary.

Pigao v. Rabanillo,[69] citing *Morales v. Court of Appeals*,[70] interpreted the provision in this wise:

The trust created under the first sentence of Article 1448 is sometimes referred to as a purchase money resulting trust. The trust is created in order to effectuate what the law presumes to have been the intention of the parties in the circumstances that the person to whom the land was conveyed holds it as trustee for the person who supplied the purchase money.

To give rise to a purchase money resulting trust, it is essential that there be:

1. **an actual payment** of money, property or services, or an equivalent, constituting valuable consideration;
2. and such consideration must be **furnished by the alleged beneficiary of a resulting trust**.[71] (Emphasis supplied.)

The following testimonies render the fact of payment of consideration rather suspect. Manuel, a witness for Concepcion, also declared that he was unaware of any payment made by Chua Chin to Consuelo Santos for the alleged implied trust on the subject properties:

Q: [Manuel], you claimed to be a witness in the execution of [the Deed of Absolute Sale between the Santoses and Lu Pieng] x x x?

x x x x

A: Yes, sir.

Q. **And you did not see, of course, the actual payment done relative to the consideration involved in this document?**

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[69] Id. at 520.

[70] Supra at 413.

[71] Supra note 60 at 521.

Supreme Court E-Library

A. **I only saw Consuelo Santos and Mr. Chua Chin [enter] the room. We only waited outside, and I know he handed something which I do not know.**

Q. Consuelo Santos is, of course, not a party to this document, she is neither a seller nor a buyer?

A. Yes, sir.[72]

Also, while the price for the subject lots stated in the deeds evidencing the sale between the Santoses and Lu Pieng was ₱19,000.00, Herminia, who was one of the vendors, gave an entirely different valuation, *viz.*:

Q: Can you tell the Court, why your family sold this property, and according to you, to [Chua Chin], why?

A: We need money at that time because one of my brothers was sick, sir.

x x x x

Q: And for how much did you sell this to [Chua Chin], according to you?

A: **₱70,000.00**, sir.[73]

Payment of consideration is presumed in a contract of sale. In implied trusts, on the other hand, a stricter standard is required—there must be proof of *actual* payment of consideration.[74] Acts that *might have been* constitutive of payment for the subject of an implied trust are ambiguous at best and shall not suffice as evidence of actual payment of consideration.[75]

Second, notarized documents enjoy the presumption of regularity of their due execution. All the transfers over the subject lots from Lu Pieng to Lucio, from Lucio to Juanita, and from Juanita to Ben, were properly documented, signed, and undisputedly notarized. The Court quotes with approval the disquisitions of the appellate court:

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[72] Records, Vol. II, pp. 488-489.

[73] Records, Vol. I, pp. 425-426.

[74] See supra note 67 at 413.

[75] See *Tong v. Go Tiat Kun*, 733 Phil. 581, 593 (2014).

Supreme Court E-Library

Since notarial documents have in their favor the presumption of regularity, to contradict the facts stated therein, there must be evidence that is clear, convincing and more than merely preponderant. The presumption was not successfully overcome. The testimonies of Herminia Santos Salamat and Manuel S. Torres do not persuade. A contrary ruling would undermine the confidence of the people in the integrity of notarial documents. The 1975 case of *Dequito v. Llamas*[76] is instructive:

"After executing the affidavit voluntarily wherein he made admissions and declarations against his own interest under the solemnity of an oath, he cannot be allowed to spurn them and undo what he has done. He cannot, evem (sic) with great repentance, retrieve the body he forsook and now wishes to live."[77] (Citations omitted.)

True to Concepcion's arguments, implied trusts are provable by parol evidence. However, in order to establish an implied trust in real property by parol evidence, the proof should be as fully convincing as if the acts giving rise to the trust obligation were proven by an authentic document.[78] Petitioner failed to demonstrate this with such convincing evidence.

Third, the totality of the facts belie the alleged intent to vest beneficial ownership upon Chua Chin. Possession as an owner remained with Lu Pieng, who continued to rent out the subject properties to Chua Chin for the latter's business after the execution of the deed of absolute sale. Tax declarations and other forms of ownership in the name of Chua Chin were only for the improvements on the subject three lots,[79] never for the parcels of land themselves. Moreover, the enforcement of the supposed implied trust was never raised at the earliest opportunity, which should have been at the time Lu Pieng sold the subject parcels of land to one of Concepcion and Ben's siblings, Lucio, in 1976. It is also notable that out of the seven siblings, only Concepcion

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[76] Cited by the CA in its assailed Decision as 66 SCRA 504, *rollo*, pp. 20-21.

[77] Id.

[78] *O' Laco v. Co Cho Chit*, 292-A Phil. 795, 805 (1993), citing *Santa Juana v. Del Rosario*, 50 Phil. 110 (1927).

[79] Per stipulations in the deeds of transfers covering the subject properties, supra notes 6, 9-10, 13 and 14.

Supreme Court E-Library

complained of the transfer of the subject lots to Ben. There was no unanimous objection to the violation of the supposed implied trust by the heirs of Chua Chin and Chan Chi other than Concepcion who have been deprived of their share in the inherited property.

Lu Pieng practically held and exercised full ownership over the subject properties. In view of the Constitutional prohibition, the implied trust was ineffective, and Chua Chin acquired no right of ownership whatsoever over the subject properties. In all, the Constitutional proscription against foreign ownership of lands and the evidentiary requirements in establishing legal claims cancel Concepcion's claim of implied trust over Lots Nos. 5370-A, 5662, and 5663.

WHEREFORE, the petition is **DENIED**. The assailed August 17, 2012 Decision and the March 20, 2013 Resolution of the Court of Appeals in CA-G.R. CV No. 94669 are hereby **AFFIRMED**.

SO ORDERED.

Perlas-Bernabe, S.A.J. (Chairperson), Caguioa,[*] *Inting,* and *Dimaampao, JJ.*, concur.

APPEARANCES OF COUNSEL

Cruz Durian Alday & Cruz Matters for petitioner.
Manuel Punzalan for respondents.

[*] Designated as additional Member per December 6, 2021 raffle.