SECOND DIVISION

[G.R. No. 207051; December 1, 2021]

LORENZO WILLY, substituted by his heirs, namely: FELICIDAD D. WILLY, BETTY WILLY CADANGEN, TONY WILLY, COSME WILLY, ROSARIO WILLY-ARMAS, ERLINDA WILLY-DAPYAWON, JOHNNY WILLY, JOSE WILLY, RODOLFO WILLY, SWINIE WILLY, ISABEL WILLY, NEDA CACANANDO, and BENITA WILLY, herein represented by their Attorneys-in-fact, MARIA APRILA WILLY CRUZ and BETTY WILLY CADANGEN, *Petitioners*, *v.* **REMEDIOS F. JULIAN, GEORGE F. JULIAN, JOAN J. AGUIRRE, EMILY J. BUSTARDE, and WILLIAM F. JULIAN,** *Respondents*.

D E C I S I O N

HERNANDO, *J.*:

We have here divergent rulings of the Municipal Circuit Trial Court (MCTC), the Regional Trial Court (RTC), and the Court of Appeals (CA), vacillating between the petitioners, heirs of Lorenzo Willy (Lorenzo), who are all represented by their Attorneys-in-Fact, Betty Willy Cadangen and Maria Aprila Willy Cruz, and respondents, heirs of Ricardo Julian (Ricardo), the original plaintiff.

This petition for review on *certiorari*[1] challenges the February 21, 2013 Decision[2] and the April 26, 2013 Resolution[3] of the CA in CA-G.R. SP No. 122133, which reversed and set aside the July

---

[1] Under Rule 45 of the Rules of Court.

[2] *Rollo*, pp. 43-60. Penned by Associate Justice Sesinando E. Villon and concurred in by Associate Justices Florito S. Macalino and Edwin D. Sorongon.

[3] Id. at 61-63.

Supreme Court E-Library

12, 2011 Decision[4] of the RTC, Branch 62, La Trinidad, Benguet in Civil Case No. 10-CV-2664, which, in turn, reversed and set aside the September 20, 2010 Decision[5] of the 5th MCTC, Tuba-Sablan, Benguet in Civil Case No. 196.

The Facts:

The controversy between the parties is traced to a 67,635-square meter[6] unregistered land located at Beckel, Sto. Tomas, Tuba, Sablan, Benguet (subject property), owned by Modesto Willy (Modesto)[7] and covered by tax declarations[8] in his name.[9] The subject property is covered by Bureau of Lands PSU No. 192802.[10] Modesto was the father of Lorenzo Willy (Lorenzo), who was likewise the progenitor of the some of the petitioners.[11]

On March 29, 1963,[12] Modesto executed a written agreement[13] (1963 Agreement) conveying portions of the subject property to three individuals who rendered services to Modesto in connection therewith:

In consideration of the Surveyor's services, the Lawyer's services and the amount of ONE THOUSAND NINETY FIVE (₱1,095) PESOS; and the Agent's services, the Owner by these presents, does hereby transfer and convey to the following named persons, portions of the above land as follows:

---

[4] CA *rollo*, pp. 131-145. Penned by Judge Danilo P. Camacho.

[5] Id. at 42-60. Penned by Judge Marietta S. Brawner-Cualing.

[6] *Rollo*, p. 44.

[7] Id.

[8] CA *rollo*, p. 41.

[9] Id.

[10] *Rollo*, pp. 44-45 and 134. The survey plan was prepared by Engr. Perfecto Jularbal and approved on August 13, 1961.

[11] Id. at 44.

[12] Id.

[13] CA *rollo*, p. 34.

1 – To Perfecto Jularbal, an undivided TEN THOUSAND (10,000) square meters;

2 – To B. F. Catbagen, Jr. an undivided TWENTY SEVEN THOUSAND THREE HUNDRED SIXTY FIVE (27,365) square meters;

3 – **To Emilio Dongpaen, an undivided TEN THOUSAND square meters**;

including their heirs, and assigns, together with any improvements found thereon, subject to the following conditions:

a – Each will [bear]s the cost of his own sub-division survey;

b – Each will proportionately share in the costs of procuring title thereto, in an appropriate land registration proceeding to be filed;

c – The lawyer will undertake the above-mentioned proceeding with the end in view of procuring a title.[14] (Emphasis supplied)

On November 16, 1968, the subject property was surveyed anew for the benefit of a prospective buyer, Ricardo, to whom Modesto's agent, Emilio Dongpaen (Dongpaen), offered for sale his portion of the subject property.[15] During the survey, at the direction of Modesto, with Dongpaen likewise present, another surveyor, Engr. Jose Fernandez, delineated and segregated a total area of 15,000 square meters for Ricardo's intended acquisition.[16] The segregated portion was designated as Lots 1 and 2.[17]

Subsequently, on various dates, a series of sale transactions occurred among Modesto, Dongpaen, and Ricardo for the sale of Lots 1 and 2 to Ricardo:

1. On January 27, 1969, Dongpaen sold to Ricardo the 10,000-square meter portion of the subject property initially conveyed to Dongpaen by Modesto under the 1963 Agreement.[18]

---

[14] Id. at 34.

[15] *Rollo*, pp. 50-51.

[16] Id.

[17] Id. at 50-52.

[18] CA *rollo*, pp. 35-36.

Supreme Court E-Library

2. On June 17, 1969, Dongpaen sold to Ricardo an additional 5,000 square meters of the subject property.[19]

3. On June 24, 1969,[20] Modesto sold to Dongpaen an additional 5,000 square meters of the subject property ostensibly covered by a Deed of Sale[21] which was notarized on the following day, June 25, 1969.[22]

Thereafter, pursuant to an arrangement with Modesto and his son, Lorenzo, who offered to cultivate Ricardo's portion of the subject property, Ricardo saw no need to occupy Lots 1 and 2, and simply allowed Lorenzo's possession thereof.[23] According to Ricardo, Lorenzo tilled Lots 1 and 2 on his behalf, and remitted to Ricardo his share of the fruits thereof.[24]

In 1979, Modesto died.[25]

Later, upon learning that petitioners had attempted to sell even his portion of the subject property,[26] Ricardo began resorting to administrative remedies to protect and effect his ownership over Lots 1 and 2,[27] including the execution of an Affidavit of Adverse Claim[28] on the tax declaration of the subject property, and securing an advisory opinion[29] from the Department of Agrarian Reform.[30] In addition, Ricardo persistently demanded

---

[19] Id. at 39-40.

[20] See id. at 37-38. The MCTC and the RTC vary on the actual dates of execution of the sales documents.

[21] Id.

[22] Id. at 38.

[23] Id. at 134.

[24] Id.

[25] *Rollo* p. 45.

[26] CA *rollo*, p. 134.

[27] Id.

[28] Id.

[29] Id.

[30] Id.

Supreme Court E-Library

from petitioners the partition of the subject property and the actual conveyance of his portion, Lots 1 and 2, to no avail.

Consequently, Ricardo filed Civil Case No. 196, the complaint for partition of Property and Damages,[31] against the heirs of Modesto before the MCTC staking his ownership over Lots 1 and 2, the 15,000-square meter eastern portion, and asking for its segregation from the subject property.

In their answer,[32] petitioners denied Ricardo's ownership of Lots 1 and 2 and raised the following defenses:[33]

1. Modesto was an illiterate who did not learn how to write his name and who thus, could not have signed the 1963 Agreement[34] and the June 17, 1969 Deed of Sale[35] conveying a total of 15,000 square meters of the subject property to Dongpaen;[36]

2. The 1963 Agreement did not comply with the suspensive conditions stated therein;[37]

3. Ricardo's cause of action to enforce the 1963 Agreement has long prescribed in 1973 and his execution of an Affidavit of Adverse Claim[38] on the subject property did not effectively interrupt the prescriptive period;[39]

4. They are not privies to the contracts of sale between Dongpaen and Ricardo;[40] and

---

[31] *Rollo*, p. 44.

[32] Id. at 45-46.

[33] *Rollo*, pp. 45-46.

[34] CA *rollo*, p. 34.

[35] Id. at 39-40.

[36] *Rollo*, p. 45.

[37] Id.

[38] Id. at 45-46.

[39] Id.

[40] Id.

Supreme Court E-Library

5. Dongpaen did not validly transfer ownership of Lots 1 and 2 to Ricardo since the June 17, 1969 Deed of Sale[41] was executed prior to the June 24, 1969 Deed of Sale[42] between Modesto and Dongpaen, conveying 5,000 square meters of the subject property.[43]

Ruling of the Municipal Circuit Trial Court:

In its September 20, 2010 Decision,[44] the MCTC ruled in favor of Ricardo and ordered the segregation of his portion of the subject property:

> **WHEREFORE**, from the foregoing, judgment is hereby rendered in favor of [respondents] and against [petitioners]. It is hereby ordered that:
>
> 1. Plaintiff [Ricardo Julian] is a co-owner over 15,000 square meters of the undivided property registered for taxation purposes under Assessment of Real Property No. 99-001-00914 in the name of Modesto Willy;
>
> 2. [Petitioners] to segregate the said 15,000 square meters identified as Lots 1 and 2 in the Survey Plan prepared by Engr. Jose Fernandez located on the eastern portion of said parcel of land and to deliver the 15,000 square meters to [respondents];
>
> 3. [Respondents] and [petitioners] to execute a project of partition in accordance with this Decision indicating the partition of the property registered under ARP No. 99-001-00914 in the name of Modesto Willy after the finality of this Decision;
>
> 4. [Petitioners] to pay [respondents] the amount of Php50,000.00 as attorney's fees; and
>
> 5. Costs of this suit.[45]

---

[41] CA *rollo*, pp. 39-40.

[42] Id. at 37-38.

[43] *Rollo*, p. 46.

[44] CA *rollo*, pp. 42-60.

[45] Id. at 59-60.

According to the MCTC, the 1963 Agreement[46] and the 1969 Deed of Sale[47] executed by Modesto were public documents; as such, their due execution may only be disputed upon "evidence so clear, strong and convincing as to exclude all controversy as to the falsity of the certificate."[48] Contrary to petitioners' arguments, the MCTC ruled that the 1963 Agreement was not a conditional sale, but an absolute one.[49] The MCTC declared that the conditions stated therein only pertained to the original transferees' obligations to identify their assigned portions and to shoulder expenses for the titling of the subject property.[50]

The MCTC found that Modesto intended the sale of the subject property, specifically, the portion thereof (Lots 1 and 2) sold to Ricardo, as evidenced by the November 16, 1968 survey[51] of the subject property. It held that the survey described and delineated the portion initially sold to Dongpaen, and was undertaken for the eventual sale of Lots 1 and 2 to Ricardo.[52]

The MCTC likewise found that the discrepancy in the dates of notarization of the various Deeds of Sale[53] between Modesto and Dongpaen on one hand, and Dongpaen and Ricardo, on the other hand, were innocuous.[54] The evidence showed that all the documents were actually prepared on the same date, *i.e.*, June 17, 1969.[55] The MCTC gave credence to Ricardo's testimony that

---

[46] Id. at 34.

[47] Id. at 51.

[48] Id.

[49] Id. at 52-54.

[50] Id. at 57-59.

[51] Id. at 54-55.

[52] Id.

[53] Id. at 52-55.

[54] Id.

[55] Id. at 54.

Supreme Court E-Library

on June 17, 1969, the scheduled date when all the documents of sale among Modesto, Dongpaen, and Ricardo were to be signed by them and notarized, Modesto did not have a residence certificate number to sign the acknowledgment of the deeds of conveyances.[56] Thus, Modesto had to first obtain a residence certificate before acknowledging and signing the document of sale with Dongpaen on June 24, 1969.[57]

On the whole, the MCTC ruled that Modesto validly conveyed the 15,000-square meter portion of the subject property to Dongpaen, who then validly transferred it to Ricardo. The MCTC pronounced that as co-owner of the subject property, Ricardo's right to demand partition was imprescriptible and cannot be barred by laches.[58]

Maintaining their claim of absolute ownership over the entire subject property, petitioners appealed the MCTC's Decision to the RTC which was docketed as Civil Case No. 10-CV-2664. ISHCcT

Ruling of the Regional Trial Court:

In its July 12, 2011 Decision,[59] the RTC reversed the ruling of the MCTC:

WHEREFORE, the appeal taken by [petitioners] is found in order. The appealed decision of the 5th Municipal Trial Court of Tuba-Sablan, Benguet in this case is hereby set aside.

The [respondents'] complaint and [petitioners'] counterclaim are hereby dismissed.[60]

---

[56] Id. at 52-54.

[57] Id.

[58] *Rollo*, p. 47.

[59] CA *rollo*, pp. 131-145.

[60] Id. at 43.

While the RTC concurred in the MCTC's factual findings on: (1) the authenticity of the Deeds of Sale as public documents;[61] (2) the 1963 Agreement as an ancient document and an absolute contract of sale;[62] and (3) the valid sale of 5,000 square meters of the subject property between Dongpaen and Ricardo,[63] it differed with the MCTC's ultimate ruling that Ricardo was a co-owner of the subject property and thus entitled to its partition.[64]

According to the RTC, the 1963 Agreement is a private document which did not have the effect of constructive delivery to the intended transferees, specifically Dongpaen, of their respective shares to the subject property.[65] Consequently, Dongpaen did not acquire ownership over the 10,000-square meter portion of the subject property and, in turn, did not validly transfer ownership thereof to Ricardo by virtue of the January 27, 1969 Deed of Sale.[66] In short, Ricardo is not a co-owner of the subject property and thus not entitled to its partition.

Moreover, the RTC ruled that the prior execution of the June 17, 1969 Deed of Sale[67] (between Dongpaen and Ricardo), covering the additional 5,000 square meters of the subject property, did not validly convey ownership thereof to Ricardo, the ultimate buyer, since Dongpaen, Modesto's sales agent, only obtained ownership thereof upon the sale to him by Modesto, the original seller, ostensibly covered by the June 24, 1969 Deed of Sale.[68] Thus, the RTC declared that Ricardo merely acquired the right to demand performance and delivery of Lots 1 and 2, which right of action, however, had already prescribed.[69]

---

[61] *Rollo*, p. 47.

[62] Id.

[63] Id. at 47-48.

[64] Id.

[65] Id. at 48.

[66] Id.

[67] Id.

[68] Id.

[69] Id.

Supreme Court E-Library

On Ricardo's motion for reconsideration,[70] the RTC, in its Order[71] dated October 17, 2011, stood pat on its ruling that ownership of the 15,000-square meter portion of the subject property was not effectively transferred to Ricardo.[72]

Not surprisingly, Ricardo appealed[73] to the CA. During the pendency of the appeal, Ricardo died and was substituted by respondents as plaintiff-appellant in CA-G.R. SP No. 122133.[74]

Ruling of the Court of Appeals:

The CA reversed the RTC ruling and reinstated the September 20, 2010 Decision of the MCTC:

> **WHEREFORE**, the petition is **GRANTED**. The assailed RTC Decision dated July 12, 2011 and Order dated October 17, 2011 are **REVERSED** and **SET ASIDE**, and the MCTC Decision dated September 20, 2010, **REINSTATED**.[75]

In its February 21, 2013 Decision,[76] the CA ruled that Lots 1 and 2 were constructively delivered to Dongpaen by Modesto under the 1963 Agreement and the survey of the subject property on November 16, 1968.[77] The CA found that the 1963 Agreement was a fully consummated contract[78] where the parties already performed their obligations thereunder: Modesto did convey 10,000 square meters of' the subject property while Dongpaen did render agency services upon finding a buyer, Ricardo.[79]

---

[70] CA *rollo*, pp. 146-152.

[71] Id. at 153-155.

[72] Id. at 155.

[73] *Rollo*, p. 48.

[74] Id.

[75] Id. at 59.

[76] Id. at 43-60.

[77] Id. at 49-52.

[78] Id. at 53.

[79] Id.

Supreme Court E-Library

The CA construed the events comprising the November 16, 1968 survey and the subsequent execution of the corresponding deeds of conveyances as constructive delivery. The CA found that the 1968 survey that was attended by Modesto, Dongpaen, and Ricardo, was undertaken to identify the 15,000-square meter portion of the subject property, Lots 1 and 2, for the intended sale to Ricardo.[80]

As regards the prior execution of the June 17, 1969 Deed of Sale conveying the additional 5,000 square meters of the subject property from Dongpaen to Ricardo, the CA upheld the intention of all the parties, including Modesto's, to effect Ricardo's complete acquisition of Lots 1 and 2.[81] The CA ruled that the intention of Modesto, Dongpaen, and Ricardo, the parties to the sales transactions, to convey Lots 1 and 2 initially to Dongpaen for ultimate sale to Ricardo, is reflected by, and consistent with, their contemporaneous and subsequent actions.[82] In all, the CA affirmed the MCTC's ruling that the subsequent execution and notarization of the June 24, 1969 Deed of Sale (between Modesto and Dongpaen) were mere formal acts ratifying the actual conveyance to Ricardo of Lots 1 and 2, the segregated portion of the subject property.[83]

Finally, on the issue of the MCTC's jurisdiction over the subject matter of the complaint, the CA clarified that Ricardo's action for partition is "an action involving title to, or possession of, real property, or any interest therein"[84] since the alleged facts and the relief sought reveal that there is no co-ownership of an undivided land and there "is nothing to partition."[85] The CA declared that the real issue delves into Ricardo's claimed ownership of Lots 1 and 2, the segregated 15,000-square meter portion of the subject

---

[80] Id. at 52.

[81] Id. at 54.

[82] Id. at 52.

[83] Id. at 54.

[84] Id. at 58-59.

[85] Id. at 58.

Supreme Court E-Library

property, with an assessed value of ₱19,100.00, which properly falls within the jurisdiction of the MCTC.[86]

Aggrieved by the CA's ruling, petitioners filed a motion for extension[87] of time to file a motion for reconsideration asking for 30 days from March 23, 2013 within which to file their pleading. Respondents, on the other hand, filed a motion for entry of judgement. On April 22, 2013, petitioners filed their motion for reconsideration.[88]

On April 26, 2013, the CA denied[89] petitioners' motion for extension but granted[90] respondents' motion for entry of judgment, thus:

WHEREFORE, [petitioners'] Motion for Extension of Time to File Motion for Reconsideration is hereby **DENIED**.

[Respondents'] Motion for Entry of Judgment is hereby **GRANTED**. Let an Entry of Judgment be issued in this case.[91]

Issues

Rebuffed in the CA, petitioners appeal[92] to us by *certiorari* under Rule 45 of the Rules of Court positing serious errors in the appellate court's:

1. [DENIAL OF] THE MOTION FOR EXTENSION TO FILE MOTION FOR RECONSIDERATION;

2. [DISAFFIRMANCE] THAT THE [MCTC] HAS NO JURISDICTION OVER THE CASE AND THE PROCEEDINGS, INCLUDING THE JUDGMENT, IS VOID;

3. x x x HOLDING THAT THE DEEDS OF SALE ARE VALID;

---

[86] Id. at 59.

[87] Id. at 61-62.

[88] Id. at 116.

[89] Id. at 63.

[90] Id.

[91] Id.

[92] Id. at 3-42.

4. x x x HOLDING THAT THE AGREEMENT TO SELL FUTURE GOODS CAN BE COVERED BY A DEED OF SALE.[93]

Stated differently, the definitive issue for our resolution is whether the CA erred in upholding Ricardo's claim of ownership over Lots 1 and 2 of the subject property.

Our Ruling

We deny the petition and affirm the ruling of the CA. We rule that Ricardo is the valid owner of Lots 1 and 2 of the subject property which right of ownership vested in his heirs at the moment of his death.[94]

I. PROCEDURAL

Before anything else, however, we will dispose of a threshold procedural issue: petitioners' belated filing of a motion for reconsideration and the consequent Order of the CA directing Entry of Judgment.

Petitioners argue that for reasons of equity, the period to file a motion for reconsideration may be extended as it has been extended by the Court on various occasions.

Period for filing a motion for reconsideration is not extendible.

The Rules of Court and the 2009 Internal Rules of the Court of Appeals (IRCA)[95] are explicit:

Rule 52 of the Rules of Court states:

SECTION 1. *Period for Filing*. — A party may file a motion for reconsideration of a judgment or final resolution within fifteen (15) days from notice thereof, with proof of service on the adverse party.

---

[93] Id. at 130-131.

[94] See Article 777 of the Civil Code:

Art. 777. The rights to the succession are transmitted from the moment of the death of the decedent.

[95] A.M. No. 09-11-11-CA, elective on December 15, 2009.

Supreme Court E-Library

Sections 1 and 5, Rule 7 of the 2009 IRCA state:

SECTION 1. *Entry of Judgment*. — Unless a motion for reconsideration or new trial is filed or an appeal taken to the Supreme Court, judgments and final resolutions of the Court shall be entered upon expiration of fifteen (15) days from notice to the parties.

x x x x

SECTION 5. *Entry of Judgment and Final Resolution*. — If no appeal or motion for reconsideration is filed within the time provided in these Rules, the judgment or final resolution shall forthwith be entered by the clerk in the book of entries of judgments. The date when the judgment or final resolution becomes executory shall be deemed as the date of its entry. The record shall contain the dispositive part of the judgment or final resolution and shall be signed by the clerk, with a certificate that such judgment or final resolution has become final and executory.

While on several occasions we have allowed the relaxed application of our rules of procedure, petitioners, however, failed to cite exceptional circumstances that justify their procedural lapse.[96]

II. SUBSTANTIVE

Nonetheless, considering the divergent rulings of the MCTC, RTC, and the CA, we will dispose of the substantive issues in this appeal:

1. Whether the MCTC properly exercised jurisdiction over Civil Case No. 196, Ricardo's original action for partition of property and damages;

2. Whether the sale transactions among Modesto, Dongpaen, and Ricardo, covered by three Deeds of Sales, validly conveyed to Ricardo Lots 1 and 2 of the subject property;

2.1 Whether there was constructive delivery to Dongpaen of 10,000 square meters of the subject property under the 1963 Agreement; and

---

[96] See Section 6, Rule 1 of the Rules of Court and *Malixi v. Baltazar*, 821 Phil. 423 (2017).

Supreme Court E-Library

2.2 Whether the 1963 Agreement and the two Deeds of Sale respectively dated June 17 and 24, 1969 are unenforceable contracts under Article 1403 of the Civil Code.

The MCTC correctly exercised jurisdiction over Ricardo's action for partition and damages.

Petitioners take exception to the appellate court's ruling that based on the allegations contained in Ricardo's complaint, albeit designated as one "for partition of property and damages," the complaint is ultimately an action "involving title to, or possession of, real property with an assessed value not exceeding ₱20,000.00."[97] The CA ruled, *viz.*:

> Ricardo Julian's Complaint dated February 21, 2002 was captioned as a petition for partition. In truth, however, there is nothing to partition. There is no co-ownership of an undivided land to speak of. As stated, the disputed portions of subject land had already been long segregated and conveyed to Emilio Dongpaen who further sold them to Ricardo Julian. Indeed, though captioned as a petition for partition, its allegations revealed that it was actually an action involving title to, or possession of, real property, or any interest therein. For what determines the nature of an action as well as which court has jurisdiction over it are the allegations of the complaint and the character of the relief sought. Here, the ultimate issue is whether the late Ricardo Julian owned the surveyed and segregated 15,000-square-meter portion of the land covered by Plan Psu-192802 with a total value of ₱19,100.00. And since the MCTC has exclusive original jurisdiction over all civil actions involving title to, or possession of, real property, or any interest therein where the assessed value of the property or interest therein does not exceed ₱20,000.00, it rightfully acted on the complaint filed and rendered the appropriate judgment.[98] (Citations omitted)

We are in full accord with the CA's ruling.

Indeed, the nature of an action and the jurisdiction of a court is determined by the allegations in the complaint.[99] In this

---

[97] *Rollo*, pp. 30-31.

[98] Id. at 58-59.

[99] See *Maslag v. Monzon*, 711 Phil. 274 (2013).

Supreme Court E-Library

case, the primary relief sought by Ricardo is the recovery of purchased property (Lots 1 and 2) which had long been identified, separated, and segregated from a larger parcel of property, the herein subject property.[100] The allegations in Ricardo's complaint likewise included his claim of possession, in the concept of owner,[101] of Lots 1 and 2, through Modesto's son, Lorenzo, who was purportedly only cultivating the lots on Ricardo's behalf. Moreover, Ricardo alleged that Lorenzo regularly delivered to him the fruits of Lots 1 and 2. These averments of possession in the concept of owner and receipt of fruits were made to support Ricardo's claim of ownership of Lots 1 and 2 and the consequent reconveyance thereof to him.[102] Suffice to state that, palpably, Ricardo's complaint involves title to real property.

An action "involving title to real property" is defined as an action where the plaintiff's cause of action is based on a claim of ownership of property or the holding of legal rights to have exclusive control, possession, enjoyment, or disposition thereof.[103] In this case, Ricardo instituted this complaint hinged on his cause of action that Modesto's successors-in-interest, specifically Lorenzo, actually claimed ownership of the entirety of the subject property, repudiated Ricardo's ownership of Lots 1

---

[100] *Rollo*, p. 58.

[101] See Article 525 of the Civil Code:

ARTICLE 525. The possession of things or rights may be had in one of two concepts: either in the concept of owner, or in that of the holder of the thing or right to keep or enjoy it, the ownership pertaining to another person.

[102] See Articles 440 and 441 of the Civil Code:

ARTICLE 440. The ownership of property gives the right by accession to everything which is produced thereby, or which is incorporated or attached thereto, either naturally or artificially.

ARTICLE 441. To the owner belongs:

(1) The natural fruits;

(2) The industrial fruits;

(3) The civil fruits.

[103] *Maslag v. Monzon*, 711 Phil. 274, 282 (2013).

Supreme Court E-Library

and 2, and offered the whole subject property for sale under the same claim of ownership.[104]

Sections 19[105] and 33[106] of Batas Pambansa Blg. (BP)

---

[104] See Sections 1 and 2, Rule 2 of the Rules of Court.

[105] Sec. 19. *Jurisdiction in civil cases*. — Regional Trial Courts shall exercise exclusive original jurisdiction.

(1) In all civil actions in which the subject of the litigation is incapable of pecuniary estimation;

(2) In all civil actions which involve the title to, or possession of, real property, or any interest therein, where the assessed value of the property involved exceeds Twenty thousand pesos (₱20,000.00) or for civil actions in Metro Manila, where such value exceeds Fifty thousand pesos (₱50,000.00) except actions for forcible entry into and unlawful detainer of lands or buildings, original jurisdiction over which is conferred upon the Metropolitan Courts, Municipal Trial Courts, and Municipal Circuit Trial Courts;

(3) In all actions in admiralty and maritime jurisdiction where the demand or claim exceeds One hundred thousand pesos (₱100,000.00) or, in Metro Manila, where such demand or claim exceeds Two hundred thousand pesos (₱200,000.00):

(4) In all matters of probate, both testate and intestate, where the gross value of the estate exceeds One hundred thousand pesos (₱100,000.00) or, in probate matters, in Metro Manila, where such gross value exceeds Two Hundred thousand pesos (₱200,000.00);

(5) In all actions involving the contract of marriage and marital relations;

(6) In all cases not within the exclusive jurisdiction of any court, tribunal, person or body exercising judicial or quasi-judicial functions;

(7) In all civil actions and special proceedings falling within the exclusive original jurisdiction of a Juvenile and Domestic Relations Court and of the Court of Agrarian Relations as now provided by law; and

(8) In all other cases in which the demand, exclusive interest, damages of whatever kind, attorney's fees, litigation expenses, and costs or the value of the property in controversy exceeds One hundred thousand pesos (₱100,000.00) or, in such other cases in Metro Manila, where the demand exclusive of the abovementioned items exceeds Two Hundred thousand pesos (₱200,000.00).

[106] Sec. 33. *Jurisdiction of Metropolitan Trial Courts, Municipal Trial Courts and Municipal Circuit Trial Courts in Civil Cases*.

(1) Exclusive original jurisdiction over civil actions and probate proceedings, testate and intestate, including the grant of provisional remedies in proper cases, where the value of the personal property, estate, or amount of the demand does not exceed One hundred thousand pesos (₱100,000.00) or, in Metro Manila

Supreme Court E-Library

129,[107] as amended by Republic Act No. (RA) 7691,[108] provide that in cases involving title to real property, original and exclusive jurisdiction belongs to either the RTC or the MTC, depending on the assessed value of the subject property. Clearly, since the alleged assessed value of Lots 1 and 2 is ₱19,100.00, the MCTC properly exercised jurisdiction over Ricardo's complaint.

---

where such personal property, estate, or amount of the demand does not exceed Two hundred pesos (₱200,000.00), exclusive of interest, damages of whatever kind, attorney's fees, litigation expenses, and costs, the amount of which must be specifically alleged: *Provided*, That interest, damages of whatever kind, attorney's fees, litigation expenses, and costs shall be included in the determination of the filing fees: *Provided*, further, That where there are several claims or causes of action between the same or different parties, embodied in the same complaint, the amount of the demand shall be the totality of the claims in all the causes of action, irrespective of whatever the causes of action arose out of the same or different transactions;

(2) Exclusive original jurisdiction over cases of forcible entry and unlawful detainer: *Provided*, That when in such cases, the defendant raises the questions of ownership in his pleadings and the question of possession cannot be resolved without deciding the issue of ownership shall be resolved only to determine the issue of possession; and

(3) Exclusive original jurisdiction in all civil actions which involve title to, or possession of, real property, or any interest therein where the assessed value of the property or interest therein does not exceed Twenty thousand pesos (₱20,000.00) or, in civil actions in Metro Manila, where such assessed value does not exceed fifty thousand pesos (₱50,000.00) exclusive of interest, damages of whatever kind, attorney's fees, litigation expenses and costs: *Provided*, That in cases of land not declared for taxation proposes, the value of such property shall be determined by the assessed value of the adjacent lots.

[107] Entitled, "AN ACT REORGANIZING THE JUDICIARY, APPRORIATING FUNDS AND FOR OTHER PURPOSES," approved August 14, 1981.

[108] AN ACT EXPANDING THE JURISDICTION OF THE METROPOLITAN TRIAL COURTS, MUNICIPAL TRIAL COURTS, AND MUNICIPAL CIRCUIT TRIAL COURTS, AMENDING FOR THE PURPOSE BATAS PAMBANSA BLG. 129, OTHERWISE KNOWN AS THE "JUDICIARY REORGANIZATION ACT OF 1980," approved on March 25, 1994.

The series of transfers among Modesto, Dongpaen and Ricardo were valid conveyances; the deeds of sale were fully executed by the parties thereto.

Petitioners are adamant that the deeds of sale covering the series of conveyances, beginning from Modesto to Dongpaen, and Dongpaen to Ricardo, of Lots 1 and 2, spanning 15,000 square meters of the subject property, are all void since the originating document, the 1963 Agreement, was unenforceable[109] and failed to comply with the formalities of the contract under Article 1403[110] of the Civil Code.

We disagree.

---

[109] *Rollo*, pp. 31-33.

[110] ARTICLE 1403. The following contracts are unenforceable, unless they are ratified:

x x x x

(2) Those that do not comply with the Statute of Frauds as set forth in this number. In the following cases an agreement hereafter made shall be unenforceable by action, unless the same, or some note or memorandum, thereof, be in writing, and subscribed by the party charged, or by his agent; evidence, therefore, of the agreement cannot be received without the writing, or a secondary evidence of its contents:

(a) An agreement that by its terms is not to be performed within a year from the making thereof;

(b) A special promise to answer for the debt, default, or miscarriage of another;

(c) An agreement made in consideration of marriage, other than a mutual promise to marry;

(d) An agreement for the sale of goods, chattels or things in action, at a price not less than five hundred pesos, unless the buyer accept and receive part of such goods and chattels, or the evidences, or some of them, of such things in action, or pay at the time some part of the purchase money; but when a sale is made by auction and entry is made by the auctioneer in his sales book, at the time of the sale, of the amount and kind of property sold, terms of sale, price, names of the purchasers and person on whose account the sale is made, it is a sufficient memorandum;

Supreme Court E-Library

The 1963 Agreement is not purely a sales contract; it is an innominate contract reflecting a sales contract, a contract of agency to sell the subject property; and contract to transfer ownership of property in exchange for services.

We restate the general rule found in Article 1483 of the Civil Code that "**subject to the provisions of the Statute of Frauds** and of any other applicable statute, a contract of sale may be made in writing, or by word of mouth, or partly in writing and partly by word of mouth, **or may be inferred from the conduct of the parties**." The Statute of Frauds covers an agreement for the sale of real property or of an interest therein.[111]

It is important to note, however, that the 1963 Agreement between Modesto, as seller on one hand, and three individuals, as buyers, on the other hand, contained all the essential terms of the agreement between the parties.[112] More importantly, all the requisites of a contract are reflected therein: (a) consent of the parties; (b) subject matter of the contract; and (c) consideration.[113]

Article 1305, in relation to Article 1307, of the Civil Code, provide for the definition of a contract in general, and the contemplation of innominate contracts, to wit:

(e) An agreement for the leasing for a longer period than one year, or for the sale of real property or of an interest therein;

(f) A representation as to the credit of a third person.

[111] See Article 1403 of the Civil Code.

[112] See *Heirs of San Andres v. Rodriguez*, 383 Phil. 571 (2000).

[113] Article 1318 of the Civil Code:

ARTICLE 1318. There is no contract unless the following requisites concur:
(1) Consent of the contracting parties;

(2) Object certain which is the subject matter of the contract;

(3) Cause of the obligation which is established.

Supreme Court E-Library

Art. 1305. A contract is a meeting of minds between two persons whereby one binds himself, with respect to the other, to give something or to render some service.

Art. 1307. Innominate contracts shall be regulated by the stipulations of the parties, by the provisions of Titles I and II of this Book, by the rules governing the most analogous nominate contracts, and by the customs of the place.

The peculiarity and nature of the agreement among Modesto, Dongpaen, and Ricardo are limned from the 1963 Agreement's listing of the respective services of the three transferees, the surveyor (Jularbal), the lawyer (Catbagen), and the agent (Dongpaen), as consideration for their allotted portions of the subject property:

In consideration of the Surveyor's services, the Lawyer's services and the amount of ONE THOUSAND NINETY FIVE (₱1,095) PESOS; and the Agent's services, the Owner by these presents, does hereby transfer and convey to the following named persons, portions of the above land as follows:

1 – To Perfecto Jularbal, an undivided TEN THOUSAND (10,000) square meters;

2 – To B. F. Catbagen, Jr. an undivided TWENTY SEVEN THOUSAND THREE HUNDRED SIXTY FIVE (27,365) square meters;

3 – To Emilio Dongpaen, an undivided TEN THOUSAND square meters;

including their heirs, and assigns, together with any improvements found thereon, subject to the following conditions:

a – Each will [bear] the cost of his own sub-division survey;

b – Each will proportionately share in the costs of procuring title thereto, in an appropriate land registration proceeding to be filed;

c – **The lawyer will undertake the above-mentioned proceeding with the end in view of procuring a title**.[114]

---

[114] CA *rollo*, p. 34.

Supreme Court E-Library

It is apparent from the foregoing contract and the established facts that Dongpaen merely holds title to the subject property as Modesto's sales agent for the further sale of a portion thereof. And thus, in furtherance of their arrangement, the November 1968 survey, undertaken at the behest and for the benefit of Ricardo, which identified and segregated Ricardo's 15,000-square meter portion of the subject property. The contemporaneous acts of Modesto, Dongpaen and Ricardo, after the execution of the 1963 Agreement, albeit unnotarized, point to a meeting of the minds for the ultimate sale and transfer to Ricardo of Lots 1 and 2, comprised of Dongpaen's initial 10,000-square meter portion and the subsequent sale to him by Modesto of an additional 5,000 square meters of the subject property.[115]

Article 1868, in relation to Article 1466, of the Civil Code, are likewise applicable in our construction of the 1963 Agreement as an innominate contract ultimately intended for the disposition of portions of the subject property, to wit:

> Art. 1868. By the contract of agency a person binds himself to render some service or to do something in representation or on behalf of another, with the consent or authority of the latter.
>
> Art. 1466. In construing a contract containing provisions characteristic of both the contract of sale and of the contract of agency to sell, the essential clauses of the whole instrument shall be considered.

Arrogante v. Sps. Deliarte[116] *(Arrogante)* is instructive in carving out the existence of an innominate contract contemplating the real intention and agreement of the parties. In *Arrogante*, while the Court confirmed that the subject contracts therein were void pursuant to Article 1347, paragraph 2 of the Civil Code on contracts entered into involving future inheritance, the Court found that the arrangement among the squabbling siblings albeit evidenced by a void deed of sale, pointed to a meeting of the minds among the parties constitutive of an innominate contract, akin to both an onerous and a remunerative donation. The Court held, thus:

---

[115] Supra note 77.

[116] 555 Phil. 60 (2007).

Considering the foregoing, it follows that the 1986 deed of confirmation of sale which sought to ratify the 1978 sale likewise suffers from the same infirmity. In short, the 1986 deed is also void.

Nevertheless, it is apparent that Bernabe treated his share in the subject lot as his children's present inheritance, and he relinquished all his rights and claim thereon in their favor subject to Beethoven's compensation for the expenses he initially shouldered for the family. The records reveal that Bernabe, prior to his hospitalization and death, wanted to ensure that his children attended to the expenditure relating thereto, and even articulated his desire that such surpass the provision for both his son and wife, Beethoven's and Fe's brother and mother, respectively. Their arrangement contemplated the Deliarte siblings' equal responsibility for the family's incurred expenses.

We take judicial notice of this collective sense of responsibility towards family. As with most nuclear Filipino families, the Deliarte siblings endeavored to provide for their parents or any member of their family in need. This was evident in Florenda Deliarte Nacua's, the youngest Deliarte sibling's, remittance to her parents of her salary for two years so they could redeem the subject lot.

Florenda corroborated the testimony of Beethoven that their father was present during, and was aware of, the transaction that took place among his children. The 1978 deed of sale, albeit void, evidenced the consent and acquiescence of each Deliarte sibling to said transaction. They raised no objection even after Beethoven forthwith possessed and occupied the subject lot.

The foregoing arrangement, vaguely reflected in the void deed of sale, points to a meeting of the minds among the parties constitutive of an innominate contract, akin to both an onerous and a remuneratory donation. In this regard, Bernabe's waiver and relinquishment of his share in the subject lot is effectively a donation *inter vivos* to his children. However, the gratuitous act is coupled with an onerous cause — equal accountability of the Deliarte siblings for the hospitalization and death expenses of deceased family members to be taken from their shares in the subject lot. In turn, the remunerative cause pertains to Beethoven's recompense for the family expenses he initially shouldered.

During his lifetime, Bernabe remained the absolute owner of his undivided interest in the subject lot. Accordingly, he could have validly disposed of his interest therein. His consent to the disposition of the

Supreme Court E-Library

subject lot in favor of Beethoven, agreed upon among his children, is evident, considering his presence in, knowledge of, and acquiescence to the transaction. Further, the arrangement was immediately effected by the parties with no objection from Bernabe or any of the Deliarte siblings, including herein petitioner Fe. Ineluctably, the actual arrangement between the parties included Bernabe, and the object thereof did not constitute future inheritance. (Emphasis supplied; citation omitted)

The Statute of Frauds, Article 1403 (2) of the Civil Code, is not applicable to totally or partially performed contracts.

All contracts invoked in this case, from the 1963 Agreement to the documents of sale executed after the 1968 survey of Lots 1 and 2 of the subject property, *i.e.*, Dongpaen's sale to Ricardo of a total of 15,000 square meters of the subject property on separate dates, January 27, 1969 and June 17, 1969, and the June 24, 1969 Deed of Sale between Modesto and Dongpaen of an additional 5,000 square meters of the subject property to complete the latter's sale to Ricardo of Lots 1 and 2 which was already effected by Dongpaen and Ricardo, **have been either partially or totally performed by Modesto, Dongpaen and Ricardo**. Perforce, the contracts are removed from the ambit of the Statute of Frauds and cannot be considered as unenforceable contracts.[117]

In the case at bench, we find that all the requisites for a valid contract[118] are present in all the questioned deeds of sale, specifically: (1) consent of the parties; (2) object or subject matter, comprised of Lots 1 and 2 of the subject property; and (3) the various consideration listed in the 1963 Agreement and the purchase price for Lots 1 and 2 paid by Ricardo. The 1963 agreement between Modesto and Dongpaen had long been consummated and completed. In fact, the 1963 Agreement was continuously performed by Modesto and Dongpaen which led to the November 1968 survey of the subject property for Ricardo's

---

[117] See Article 1403 (2) of the Civil Code.

[118] See *San Miguel Foods, Inc. v. Magtuto*, G.R. No. 225007, July 24, 2019.

benefit, and finally resulted in the sale of Lots 1 and 2 to Ricardo. More importantly, Modesto and his successors-in-interest, including Lorenzo, ratified the agreement by the acceptance of benefits thereunder.[119]

Truly significant is the fact that Modesto's conveyance to Dongpaen of 10,000 square meters of the subject property was intended for Dongpaen's 1968 survey of the subject property to expedite the segregation of the 15,000-square meter portion to be sold to Ricardo through Modesto's agent, Dongpaen.

The conduct of Modesto, Dongpaen and Ricardo subsequent to the execution of the 1963 Agreement and prior and simultaneous with the execution of the three 1969 deeds of sale demonstrate their intent to transfer ownership of Lots 1 and 2 to Ricardo. We cannot overemphasize that the November 1968 survey to segregate Lots 1 and 2, Ricardo's portion of the subject property, amounts to partial performance sufficient to take the matter away from the operation of the Statute of Frauds.

There was constructive delivery of Lots 1 and 2 to Ricardo.

One other thing militates against petitioners' claim that the 1963 Agreement is unenforceable — Ricardo's possession of Lots 1 and 2 in the concept of owner and receipt of fruits thereof. The fact that Ricardo did not physically possess the purchased lots is of no moment since at the time of sale to him in 1969, Ricardo's possession was exercised by Lorenzo, Modesto's son, in his behalf. Modesto proposed to Ricardo, who consented thereto, that Lorenzo will till the subject property, including the portion Ricardo had purchased and deliver the fruits thereof to Ricardo.

---

[119] Article 1405 of the Civil Code:

Article 1405. Contracts infringing the Statute of Frauds, referred to in No. 2 of article 1403, are ratified by the failure to object to the presentation of oral evidence to prove the same, or by the acceptance of benefits under them.

Supreme Court E-Library

With this arrangement, under Article 1477[120] of the Civil Code, Ricardo's ownership of Lots 1 and 2 was perfected upon delivery. Article 1477 provides that the thing sold shall be understood as delivered, when it is placed in the control and possession of the vendee.

In this case, title passed to Ricardo from the moment Lots 1 and 2 were placed in his possession. Corollary thereto, Ricardo's indicia of ownership of Lots 1 and 2 are his possession in the concept of owner and his receipt of fruits from the cultivation of the land which Lorenzo regularly remitted to him, in contrast to that of Lorenzo, as tenant farmer, a legal possessor of the land.

Articles 525, 440, and 441 of the Civil Code could not be any clearer:

> Art. 525. The possession of things or rights may be had in one of two concepts: either in the concept of owner, or in that of the holder of the thing or right to keep or enjoy it, the ownership pertaining to another person.
>
> Art. 440. The ownership of property gives the right by accession to everything which is produced thereby, or which is incorporated or attached thereto, either naturally or artificially.
>
> Art. 441. To the owner belongs:
> (1) The natural fruits;
>
> (2) The industrial fruits;
>
> (3) The civil fruits.

Unequivocally, delivery to Ricardo of Lots 1 and 2 produced its natural effects in law, the principal and most important of which being the conveyance of ownership. Therefrom, Ricardo exercised the rights of ownership until acts of repudiation by Modesto's successors-in-interest, herein petitioners, consisting in attempting to sell the whole of the subject property, including the portion already conveyed to, and thus owned by, Ricardo.

---

[120] Article 1477. The ownership of the thing sold shall be transferred to the vendee upon the actual or constructive delivery thereof.

Supreme Court E-Library

The true agreement among Modesto, Dongpaen, and Ricardo is supported by deeds of sale executed among them.

The varying dates of the Deeds of Sale executed among the parties after the November 1968 survey of the subject property further buttress Ricardo's assertion that Modesto knew and intended the ultimate sale to Ricardo of Lots 1 and 2. Thus, the MCTC and the CA correctly stressed:

[A]s testified to by [Ricardo], while these Deeds of Sale were prepared in one day, June 17, 1969, the Deed of Sale executed by Modesto Willy was nevertheless signed on a later date because he was made to secure his residence certificate.

'Q. Mr. Witness, Exhibit "C" which is the Deed of Sale executed by Modesto Willy in favor of Emilio Dongpaen bears the handwritten date of execution as 24th day of June and it was notarized on the 25th of June with typewritten year as 1969. On the other hand, Exhibit "D" which is the Deed of Sale which was executed by Emilio Dongpaen in your favor bears the handwritten day 17th with the typewritten month and year June 1969. Thus, it would appear from these documents that the sale of Modesto Willy to Emilio Dongpaen is after the sale of Emilio Dongpaen to you. Can you explain this?

A. Yes Ma'am, because everybody are present to the time of June 17, 1969 supposed to be prepared by Atty. Sulpicio D. Marquez in his office at Carantes Street. Now, when the secretary prepared the Deed of Sale, there was no Residence Certificate of Modesto Willy so he was asked to get a Residence Certificate but to proceed our transaction, my Deed of Sale between the Deed of Sale of Emilio Dongpaen in my favor was notarized on June 17, 1969.

ATTY. GALACGAC:
May I interrupt; they are putting things in the documents. The best evidence rule. The document speaks for itself.

ATTY. GAYO:
We are letting him explain the apparent seemingly discrepancy on the date.

COURT:
Alright, but let him answer. I just want to be clarified.

Supreme Court E-Library

WITNESS:
A. So Modesto Willy was asked to return after he secured his Residence Certificate. After a week together with Emilio Dongpaen and Modesto Willy, we went to the City Hall that is June 24 to get a Residence Certificate so we returned to the office of Atty. Marquez and the secretary prepared the signing of Emilio Dongpaen and Modesto Willy the documents but because Atty. Marquez at that time is not present, we were asked to return back the following day. It is June 24, 1969.

COURT:
Q: So you are saying that Emilio Dongpaen first conveyed his 5,000 sq. m. to you?
A: Yes, Your Honor.

Q: Was that 5,000 sq. m. already conveyed to him by Modesto Willy?
A: Suppose to beat (sic) that time because in one sitting it was prepared by the secretary.

Q: But the document was first typed because you said everybody was present so I assume you were also present at that time?
A: Yes. Your Honor.

Q: So which document was first typed if you know?
A: They were both typewritten but there is a blank date. The Deed of Sale made by Emilio Dongpaen which was complete in each requirements were the first to be implemented as notarized by Atty. Sulpicio D. Marquez between Emilio Dongpaen and Modesto[Willy] were asked to return back after securing the Residence Certificate.

Q: Why did you not correct already the June 17th date in your document?
A: I do not know suppose to be so I just left it to the Notary Public. (Citations removed)

Clearly, from the foregoing, the intention on June 17, 1969 was for both documents to be notarized simultaneously. However, as Modesto Willy did not have a Residence Certificate, he was made to secure one before the Deed of Sale he will enter into will be notarized. Nevertheless, the Deed of Sale of Emilio Dongpaen and plaintiff was notarized on said date.

The Court can therefore deduce from these evidence that Modesto Willy did intend to sell to Emilio Dongpaen a portion of 5,000 square meters from his undivided parcel of land. In turn, Emilio Dongpaen will sell said 5,000 square meters to [Ricardo]. Anent the 'inconsistencies' in the deed of sale, suffice it to say that they are not really inconsistencies but

Supreme Court E-Library

rather trivial flaws appearing in the acknowledgement, and not in the body of the deed itself which contains the operative provisions." x x x

Both law and jurisprudence mandate that courts must give life to the agreement between parties and not strangle it by stringent application of technicalities. Verily, Modesto Willy validly sold the 5,000-square-meter portion of the lot to Emilio Dongpaen, who in turn, sold it to Ricardo Julian through the deed of sale executed on June 17, 1969.[121]

In view of the policy of the law to encourage and assist owners of real estate in procuring the registry of their property,[122] We exhort both petitioners and respondents as well as their successors-in-interest to obtain title and institute proceedings for the registration and titling of land pertaining to them, without prejudice to the disposition of tribunals in pending cases involving the subject property or a portion thereof.

The award of attorney's fees in the amount of ₱50,000.00 shall earn legal interest of six percent (6%) per *annum* from finality of this Decision until fill satisfaction thereof.[123]

WHEREFORE, the petition is **DENIED**. The February 21, 2013 Decision of the Court of Appeals in CA-G.R. SP No. 122133 reinstating the September 20, 2010 Decision of the 5th Municipal Circuit Trial Court of Tuba-Sablan, Benguet in Civil Case No. 196, is hereby **AFFIRMED with MODIFICATION**, in that:

a) Ricardo Julian, respondents' predecessor-in-interest, is declared a co-owner over 15,000 square meters of the undivided property registered for taxation purposes under Assessment of Real Property No. 99-001-00914 in the name of Modesto Willy;

b) Petitioners are directed to segregate the said 15,000 square meters identified as Lots 1 and 2 in the Survey Plan prepared by Engr. Jose Fernandez located on the eastern portion of said parcel of land and to deliver the 15,000 square meters to respondents;

---

[121] *Rollo*, pp. 56-58.

[122] *Rodriguez v. Director of Lands*, 31 Phil. 272 (1915).

[123] *Nacar v. Gallery Frames*, 716 Phil. 267 (2013).

Supreme Court E-Library

c) Respondents and petitioners are directed to execute a project of partition in accordance with this Decision indicating the partition of the property registered under Assessment of Real Property No. 99-001-00914 in the name of Modesto Willy after the finality of this Decision;

d) Petitioners are directed to pay respondents the amount of ₱50,000.00 as attorney's fees; and

The award of attorney's fees in the amount of ₱50,000.00 shall earn legal interest of six percent (6%) per *annum* from finality of this Decision until full satisfaction thereof.

With costs against petitioners.

SO ORDERED.

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

Gaerlan and *Dimaampao, JJ.*, on official leave.

APPEARANCES OF COUNSEL

Aurelio Galacgac for petitioners.
Rojane M. Puruel, co-counsel for petitioners.
E.L. Gayo & Associates for respondents.